AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Monday - October 10, 2022
Briefing Workshop at 5:30 PM
Regular Meeting at 7:00 PM

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

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

BRIEFING WORKSHOP - CONVENE AT 5:30 PM

1. Open Meeting.

2. Roll Call.

3. Meet and Greet with Board and Commission applicants.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

5. Roll Call.

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

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

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

7. Recognitions/Proclamations/Visitors.
   - Diwali Proclamation (October 24)

8. Staff Reports
   - Public Works Update
   - Development Hub Update

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on September 15, 2022.

10. Discuss and consider ratifying the City Manager's appointment of Emily Truman as City Engineer.

11. Approval of a Resolution adopting an Investment Policy and Strategy for the City of Leander.

12. Approval of a resolution authorizing the submission of grant with the Public Safety Office Criminal Justice Division of the Office of the Governor to solicit grant funding for Leander Police Department Bullet-Resistant Shields Program Fiscal Year 2023.

13. Approval of Funding Agreement by and between the City of Leander and Williamson County Children's Advocacy Center for Fiscal Year 2023 in the amount of $32,000.00.

14. Approval of Funding Agreement by and between the City of Leander and Opportunities for Williamson & Burnet Counties, Inc. (OWBC) for Fiscal Year 2023 in the amount of $10,000.00.

15. Approval of purchase of one (1) hydro excavator from Earle Kinlaw & Associates, Inc in the amount of $52,317.74 utilizing the BuyBoard Co-Op Contract #597-19; and authorize the City Manager to execute any and all necessary documents.

16. Approval of ESRI GIS Enterprise Software license agreement renewal for three (3) years in the annual amount of $61,000.00, for a total contract amount of $183,000.00; and authorize the City Manager to execute any and all necessary documents.

17. Acceptance of Public Infrastructure Improvements for the Lost Woods Preserve Phase 3 subdivision.

18. Approval of Amendment 1 to Task Order KH-02 with Kimley-Horn and Associates, Inc. for professional services to run additional model run scenarios on the Transportation Master Plan (TMP) in the amount of $45,000.00 for a new total amount of $295,000.00; and authorize the City Manager to execute any and all necessary documents.

19. Award traffic signal construction and traffic intersection improvement projects 20-CIP-003 (CIP T.33) and 21-CIP-006 (CIP T.68) to Austin Underground, Inc. in the amount of $1,109,231.90; and authorize the City Manager to execute any and all necessary documents.

20. Approval of Task Order HZI-04 with Huitt-Zollars, Inc., in the amount of $95,145.00, for the design and construction phase services of the renovation of the building and associated garage occupied previously by Williamson County Emergency Services located next to Pat Bryson Municipal Hall (CIP M.23) for the purpose of providing office space for City employees; and authorize the City Manager to execute any and all necessary documents.

21. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) to Cadence McShane Construction in the hours of construction to begin at 3:00 a.m. for three (3) concrete pours from October 12 through October 25 (weather dependent) for construction activities for the Blockhouse Creek Farms Apartments project site located at 14951 Ronald Reagan Boulevard; and requiring Cadence McShane Construction to post notifications for nearby tenants at Leander Junction Apartments and residents in Hazlewood Subdivision a minimum of forty-eight (48) hours in advance of the activities.

22. Approval of the extension of the application expiration for Subdivision Case 19-FP-023 Valley Vista Center Final Plat; generally located to the southwest of the intersection of Gabriels Horn Drive, Leander, Williamson County, Texas.

23. Approval of the Second Reading of an Ordinance regarding Zoning Case 22-Z-002 to amend the current zoning of Interim Single-Family Rural to adopt the Creeks Edge PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) and LO-2-A (Local Office) and to approve Development Agreement 22-DA-019 on one (1) parcel of land approximately 9.977 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R332409; and more commonly known as 14751 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

24. Approval of the Second Reading of an Ordinance regarding the 675 Kauffman Loop Annexation Case 22-A-001 regarding the voluntary annexation of 25.025 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and commonly addressed as 675 Kauffman Loop, Leander, Williamson County, Texas.

25. Approval of the Second Reading of an Ordinance regarding Zoning Case 22-Z-005 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 675 Kauffman Loop PUD (Planning Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) and to approve the Development Agreement 22-DA-012 on approximately 24.91 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and more commonly known as 675 Kauffman Loop, Leander, Williamson County, Texas.

26. Approval of the Night Owl III License Agreement, Case 22-LA-005, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of W. Broade Street, Leander, Williamson County, Texas.

27. Acceptance of the Planning & Zoning Commission Progress Report for September 2021 to August 2022.

28. Approval of a Resolution of the City of Leander, Texas accepting a petition for the B Twisted Annexation Case 22-A-005 regarding the voluntary annexation of 12.396 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R605507; and generally located approximately 3,000 feet to the west of intersection of Bagdad Road and CR 281; on the south side of CR 281, Leander, Williamson County, Texas.

29. Authorize the purchase/renewal of antivirus and ransomware prevention software and related professional services from SHI Government Solutions Inc. utilizing Texas DIR contract #DIR-TSO-4056 in the total amount of $83,745.13; and authorize the City Manager to execute any and all necessary documents and renewals.

30. Authorize the purchase of telephone servers and related professional services from Pivot Technology Services Corporation dba Computacenter utilizing DIR contracts #DIR-TSO-4167 and #DIR-TSO-3763 to replace existing city telephone servers which have reached end of useful life status in the total amount of $37,575.90; and authorize the City Manager to execute any and all necessary documents.

31. Authorize the purchase of an Uninterruptible Power Supply (UPS) and associated installation services from GTS Technology Solutions, Inc. in the total amount of $57,226.00 utilizing DIR contract #DIR-CPO-4751; and authorize the City Manager to execute any and all necessary documents.

32. Authorize the purchase of computer workstations from Dell Marketing LP utilizing DIR Contract #DIR-TSO-3763 to replace existing desktop computers which have reached end of useful life status in the total amount of $184,980.00; and authorize the City Manager to execute any and all necessary documents.

33. Authorize the purchase of six (6) computer servers from Dell Marketing LP utilizing DIR contract #DIR-TSO-3763 in the total amount of $70,973.40; and authorize the City Manager to execute any and all necessary documents.

34. Authorize the purchase of network switches, network optics, network security systems, and related professional services from Bell IT Services, Inc. utilizing DIR contracts #DIR-TSO-4160 and #DIR-TSO-4288 to replace existing network switches which have reached end of useful life status in the total amount of $341,511.71; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

35. Conduct a Public Hearing regarding Zoning Case 22-Z-022 to amend the current zoning of SFR-3-B (Single-Family Rural) to adopt the Moon Valley PUD (Planned Unit Development) with a base zoning district of LC-5-D (Local Commercial) on two (2) parcels of land approximately 8.78 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R319362 and R031223; and more commonly known as 15841 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-022 as described above.

36. Conduct a Public Hearing the 50 High Gabriel East Addition Annexation Case 22-A-007 regarding the voluntary annexation of 1.594 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R474021; and generally addressed as 50 High Gabriel East, Leander, Williamson County, Texas.

- Discuss and consider action regarding 50 High Gabriel East Addition Annexation Case 22-A-007 as described above.

REGULAR AGENDA

37. Discuss and consider action regarding Subdivision Case 21-PP-012 to approve the Garlock Preliminary Plat on one (1) parcel of land approximately 44.662 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021708; generally located south of Gabriels Horn Road and west of Donetto Drive, Leander, Williamson County, Texas.

38. Discuss and consider action on Subdivision Case 22-PP-007 regarding the Wildspring Subdivision Preliminary Plat on one (1) parcel of land approximately 111.57 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R032112; generally located northwest of the intersection of CR 177 and CR 175, Leander, Williamson County, Texas.

39. Discuss and consider acceptance of the Fiscal Year 2023 Capital Improvement Program (CIP) list of projects approved for funding in the Fiscal Year 2023 Annual Budget.

40. Discuss and consider action on a Resolution nominating a qualified individual as a representative member of the Board of Directors of the Travis Central Appraisal District.

41. Discuss and consider action on a petition submitted by the Leander Law Enforcement Association pursuant to Texas Local Government Code Section 142.053 requesting recognition as sole and exclusive bargaining agent for police officers excluding the head of the department and exempt employees.

42. Discuss and consider action on a petition submitted by the Leander Professional Fire Fighters Association, Local 4298 pursuant to Texas Local Government Code Section 142.153 requesting recognition as sole and exclusive bargaining agent for fire fighters excluding the head of the department and exempt employees.

43. Discuss and consider scheduling board and commission interviews.

44. Receive an update and consider action on topics discussed at the 2022 Texas Municipal League Annual Conference and Exhibition held October 5-7 in San Antonio.

45. 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.]*

46. Council Member Closing Statements.

47. Convene into Executive Session pursuant to:
(1) Section 551.072, Texas Government Code, to deliberate the acquisition of one (1) or more real properties located in E.D. Harmon Survey, Abstract No. 6, Williamson County, Texas, for the purpose of a utility easement with temporary construction easement for FM 2243 wastewater project (CIP WW.43); and
(2) Section 551.087, Texas Government Code to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations related to the following project(s): Project Fulcrum

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:
(1) acquisition of one (1) or more real properties for FM 2243 wastewater project (CIP WW.43); and
(2) Project Fulcrum.

48. 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 30 day of September 2022 by 6:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary, TRMC

AGENDA ITEM # 9

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of the minutes for meeting held on September 15, 2022.

BACKGROUND:

Attached are the minutes for the meeting held on September 15, 2022.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes

MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - September 15, 2022

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Opened meeting at 6:00 p.m.

2. Roll call reflected all present.

3. Receive special events permit update included: types of permits; create an additional reservation supplement permit; why making changes; proposed changes and additions; general information; restrictions; political campaigns; political campaigns renting a park for an event versus signing up for a booth at a city sponsored event; First Amendment free speech limitations; political campaigns sponsoring a city event; content neutral; and city park and recreation department event adoption.

   Briefing workshop adjourned at 6:33 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting at 7:02 p.m., Invocation was provided by Jimmy Sanchez and Mayor Christine led the Pledges of Allegiance.

5. Roll call reflected all present.

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

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

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

   Elizabeth Moore, 137 W. Windemere, commented on discharged effluent in Brushy Creek prevention.

7. Leander History included Bagdad pioneers and battles.

8. Recognitions/Proclamations/Visitors.
   - Hispanic Heritage Month Proclamation (September 15 - October 15)
   - World Teacher's Day Proclamation (October 5)
   - National Planning Month (October)

9. Staff Reports
   - Public Works update included: wastewater treatment plant; water report; water conservation phase 4; and BCRUA underwater pipeline repair.

CONSENT AGENDA: ACTION

Mayor Christine stated Item 26 was pulled from the consent agenda and considered separately.

Motion by Councilmember Esme Mattke Longoria, Seconded by Councilmember Kathryn Pantalion-Parker to approve consent agenda items 10 through 25 and 27 through 31.

Vote: 7 - 0

10. Approval of the minutes for meetings held on September 1, 2022.

11. Approval of an ordinance amending the Mayor's Ad Hoc Committee to provide for a high school senior representative from each high school located within Leander city limits; providing an effective date; and providing for related matters.

12. Approval of Amendment No. 2 to the City Manager's contract providing for a one (1)- time four (4%) percent cost of living adjustment to the City Manager's base salary effective October 1, 2022 as approved by the City Council at the September 1, 2022 regular meeting.

13. Approval of amending the Active Adult Advisory Committee guidelines removing term limits.

14. Approval of amending Ordinance No. 21-073-00, Section 6.4, adopting a User Fees Policy that establishes policies and fees related to use of City parks and recreational facilities for City of Leander elected officials.

15. Approval of amending the library policy to change the term 'registered borrower' to 'resident borrower' and removing the reference of 'PARGL Board' and replacing with 'Parks and Recreation Director'.

16. Award of Solicitation S22-006 to Yamaha Golf-Car Company for a forty-eight (48)- month lease for ninety (90) golf carts and two (2) maintenance carts for maintenance needs in the amount of $447,763.20; and authorize the City Manager to execute any and all necessary documents.

17. Rescind previous contract authorized through HGAC Buy Co-Op to Caldwell Country Chevrolet due to vendor cancelation, and award purchase of Ram 1500 SSV to Grapevine Dodge Chrysler Jeep, Grapevine, Texas, authorized through Buy-Board Purchasing Cooperative (#601-19) in the amount of $45,794.50; and authorize the City Manager to execute any and all necessary documents.

18. Approval of the Second Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2023; providing for and apportioning each levy for specific purposes; and providing when taxes shall become due and when the same shall become delinquent if not paid.

19. Approval of an amended and extended professional services agreement with McGrew Solutions, LLC for finance and human resource services relating to payroll and related matters; and authorize the city manager to execute any and all necessary documents.

20. Approval of Change Order No. 1 to Wastewater Treatment Plant - Sludge Processing and Lift Station #9 Improvements (CIP WW.17) for additional work incurred due to field adjustments/modifications of planned work in the amount of $77,898.00; and authorize the City Manager to execute any and all necessary documents.

21. Acceptance of public infrastructure improvements for the Bar W Ranch West Phase 6 subdivision.

22. Acceptance of public infrastructure improvements for the Lively Phase 3 subdivision.

23. Acceptance of public infrastructure improvements for the Bryson Phase 5 Section 1 and Phase 6 subdivision.

24. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to SCI Construction to provide for construction activities for the Haven at San Gabriel project site located at 1253 W. San Gabriel Parkway; to begin construction at 2:00 a.m. from September 15 through October 26, 2022; and contractor is required to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.

25. Approval for an extension for waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to RBT Roofing to provide for roofing activities for the Akin Elementary School project site located at 3621 Barley Road; extend waiver through December 17, 2022 to begin at 6:00 p.m. and end at 6:00 a.m.; and contractor is required to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.

26. Reject the bid received for project 21-CIP-005 for the construction services for San Gabriel East Elevated Storage Tank (CIP W.41) located at the San Gabriel East Pump Station.

    Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Chris Czernek to reject the bid received for project 21-CIP-005 for the construction services for San Gabriel East Elevated Storage Tank (CIP W.41) located at the San Gabriel East Pump Station, following a discussion.

    Vote: 7 - 0

27. Approval of an Ordinance adopting the form of a template license agreement to allow for the installation of dry utilities within the duct bank located in the right-of-way throughout the Northline subdivision; and allow for the City Manager to administratively execute the license agreements with utility providers.

28. Approval of the Second Reading of an Ordinance regarding Zoning Case 22-Z-007 to amend the current zoning of Interim SFR-1-B (Single-Family Rural), Interim SFS-2-B (Single-Family Suburban), LO-1-A (Local Office), and LC-2-C (Local Commercial) to adopt the Enclave at Crystal Falls PUD (Planned Unit Development) with a base zoning district of TF-2-A (Two-Family) and GC-2-A (General Commercial) and to approve Development Agreement 22-DA-009 on four (4) parcels of land approximately 19.534 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R559253, R031342, R031345, and R031341; and more commonly known as 10953, 10959, 10965, and 10981 E. Crystal Falls Parkway, Leander, Williamson County, Texas.

29. Approval of a Letter Agreement regarding a side setback encroachment associated with the property legally described as Lot 8, Block K, Bluffview Phase 2 Amended Final Plat, more particularly described by Williamson Central Appraisal District Parcel R615906; and commonly addressed as 3325 Karan Swiss Drive, Leander, Williamson County, Texas.

30. Approval of a Letter Agreement regarding the temporary use of a port-a-potty to address the ADA accessibility requirements for the Leander Trucking Food Truck Park associated with the property legally described as Lot 13, Block 6, High Chaparral Section 1, more particularly described by Williamson Central Appraisal District Parcel R035579; and commonly addressed as 1500 S. Bagdad Road, Leander, Williamson County, Texas.

31. Approval of Development Agreement Case 22-DA-025 regarding the Crystal Falls Commons Development on two (2) parcels of land approximately 0.975 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R035494 and R035493, and commonly addressed as 607 and 701 Crystal Falls Parkway, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

32. Mayor Christine opened a Public Hearing at 8:20 p.m. regarding Zoning Case 22-Z-002 to amend the current zoning of Interim Single-Family Rural to adopt the Creeks Edge PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) and LO-2-A (Local Office) on one parcel of land approximately 9.977 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R332409; and more commonly known as 14751 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 8:20 p.m.

- Discuss and consider action regarding Zoning Case 22-Z-002 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Esme Mattke Longoria to approve Zoning Case 22-Z-002 to amend the current zoning of Interim Single-Family Rural to adopt the Creeks Edge PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) and LO-2-A (Local Office) on one parcel of land approximately 9.977 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R332409; and more commonly known as 14751 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

Vote: 7 - 0

33. Mayor Christine opened a Public Hearing at 8:22 p.m. on the 675 Kauffman Loop Annexation Case 22-A-001 regarding the voluntary annexation of 25.025 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and commonly addressed as 675 Kauffman Loop, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 8:22 p.m.

- Discuss and consider action regarding 675 Kauffman Loop Annexation Case 22-A-001 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to approve 675 Kauffman Loop Annexation Case 22-A-001 regarding the voluntary annexation of 25.025 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and commonly addressed as 675 Kauffman Loop, Leander, Williamson County, Texas.

Vote: 7 - 0

34. Mayor Christine opened a Public Hearing at 8:24 p.m. regarding Zoning Case 22-Z-005 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 675 Kauffman Loop PUD (Planning Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) on two (2) parcels of land approximately 24.91 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and more commonly known as 675 Kauffman Loop, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 8:24 p.m.

- Discuss and consider action regarding Zoning Case 22-Z-005 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to approve Zoning Case 22-Z-005 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 675 Kauffman Loop PUD (Planning Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) on two (2) parcels of land approximately 24.91 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and more commonly known as 675 Kauffman Loop, Leander, Williamson County, Texas.

Vote: 7 - 0

REGULAR AGENDA

35. Discuss and consider action on an agreement with Liberty Hill Independent School District regarding the timing of construction for Elementary School #6 generally located off of the future extension of Stamp Iron Avenue, more particularly described by Williamson Central Appraisal District Parcel R544612; and commonly addressed as 2100 Stamp Iron Avenue, Leander, Williamson County, Texas.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Chris Czernek to approve an agreement with Liberty Hill Independent School District regarding the timing of construction for Elementary School #6 generally located off of the future extension of Stamp Iron Avenue, more particularly described by Williamson Central Appraisal District Parcel R544612; and commonly addressed as 2100 Stamp Iron Avenue, Leander, Williamson County, Texas, following a discussion.

Vote: 6 - 1

NAY: Councilmember Kathryn Pantalion-Parker

36. Discuss and consider action on an Ordinance amending Chapter 13, Article 13.09, Water Conservation and Drought Contingency Plan, Section 13.09.014, to enact a more severe administrative penalty schedule for violation of the water conservation and drought contingency regulations during water conservation Phase 4; providing for severability clause; providing savings, effective date and open meeting clauses; and for related matters.

Motion by Councilmember Becki Ross, Seconded by Councilmember David McDonald to approve an Ordinance amending Chapter 13, Article 13.09, Water Conservation and Drought Contingency Plan, Section 13.09.014, to enact a more severe administrative penalty schedule for violation of the water conservation and drought contingency regulations during water conservation Phase 4; providing for severability clause; providing savings, effective date and open meeting clauses; and for related matters, following a discussion.

Vote: 7 - 0

37. Discuss and consider action on an Ordinance establishing procedures for economic incentive applications and regulating lobbying for economic incentives.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Kathryn Pantalion-Parker to approve an Ordinance establishing procedures for economic incentive applications and regulating lobbying for economic incentives, following a discussion.

Vote: 7 - 0

38. 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.]* No items.

39. Council Member Closing Statements.

Kathryn Pantalion-Parker - stated the following upcoming events, September 17 Constitution Day and Arts Festival in Lakewood Park; September 19 Chamber Golf Tournament; October 4 National Night Out; and October 10 City Council meeting.

David McDonald - thanked residents for compliance on water restrictions and reminded everyone to continue compliance; and wished son happy birthday.

Na'Cole Thompson - thanked staff and stated appreciate all they do; and thanked citizens for compliance.

Chris Czernek - thanked citizens for compliance; commented know it was not an easy time; proud of everyone; and thanked staff for being proactive.

Christine DeLisle - commented on dinner being provided by Brooklyn Heights; reminded everyone to shop locally; commented last couple of weeks being difficulty; and people create the best community, coming together and supporting each other.

40. Convened into Executive Session at 9:07 p.m. pursuant to:
(1) Section 551.072, Texas Government Code, to deliberate the acquisition of property located in A. Carr Survey, Abstract No. 122, Williamson County, Texas, for the purpose of a wastewater easement with temporary construction easement for Ronald Reagan tank and booster pump (CIP W.46); and
(2) Section 551.072, Texas Government Code to deliberate the acquisition of real property for public facilities; and
(3) Section 551.087, Texas Government Code to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations related to the following project(s): Project Fulcrum

Reconvened into open session at 10:08 p.m. to take action as deemed appropriate in the City Council's discretion regarding:
(1) Ronald Reagan tank and booster pump (CIP W.46); and
(2) Acquisition of real property for public facilities; and
(3) Project Fulcrum.

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Becki Ross to approve (Item 1) a contract for the acquisition of property located in A. Carr Survey, Abstract No. 122, Williamson County, for in-fee simple and right-of-way, for the purpose of a waterwater easement with temporary construction easement for Ronald Reagan tank and booster pump, as discussed in executive session.

Vote: 7 - 0

(Item 2) No action.

(Item 3) No action.

41. Adjourned at 10:09 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

AGENDA ITEM # 10

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Discuss and consider ratifying the City Manager's appointment of Emily Truman as City Engineer.

BACKGROUND:

Ms. Truman comes to the City of Leander with over twenty-five (25) years of experience working with various private engineering firms and municipalities.

Section 7.04 of the City Charter provides for the director of each department to be appointed by the City Manager with the approval of the City Council.

RECOMMENDATION:

Approval of the City Manager's appointment.

PRESENTER:

Rick Beverlin, City Manager

Attachments

1. Emily Truman Resume
2. Charter Section 7.04 Department Directors

Emily D. Truman, PE, CFM, PMP

2709 Zambia Drive Cedar Park, Texas 78613 (512) 966-3932 edtruman3@gmail.com

HIGHLIGHTS

- Professional Engineer in Texas (PE 89501)
- Project Management Professional (PMP 3197433)
- Over 25 years of Engineering Experience with most being in the Central Texas Region
- Over 10 years of Supervisor Experience
- Certified Floodplain Manager (CFM 0631-04N)
- FEMA, Hydrologic and Hydraulic Experience
- CIP Project Management Experience
- Construction Management and Estimating Experience

PROFESSIONAL EXPERIENCE

City of Cedar Park, Cedar Park, Texas — *Engineering Service Manager*

February 2021 - PRESENT

- Oversee hiring and management of the engineering and construction inspection staff for the Engineering Department in addition to my duties as the Stormwater Program Manager
- Provide professional engineering review of plans, specifications, cost estimates and final inspection for subdivision and site development projects for compliance with all applicable policies, procedures, requirements and construction standards
- Attend and make presentations at both City Council and Planning and Zoning Commission meetings and interface with City management, City employees, the public, and other jurisdictions
- Assist the Director of Engineering with establishing, administering and evaluating goals, objectives, policies and procedures for the Engineering Department
- Respond to inquiries for utility; drainage and transportation issues; subdivisions and site development engineering and planning requirements; water and wastewater utilities; development permits; and general engineering inquiries
- Coordinate and attend development and construction meetings and give engineering guidance to developers, contractors, and citizens
- Attend meetings with external and internal customers on various development services and public works matters
- Serve on the Development Services Committee, to discuss and make decisions on development-related questions and concerns
- Manage and administer grant funds, prepare and process purchase orders, process payment applications and invoices from contractors and consultants

City of Cedar Park, Cedar Park, Texas — *Stormwater Program Manager*

October 2018 - January 2021

- Responsible for project planning and implementation of the $24 Million Stormwater Program since its inception in 2018 in addition to maintaining my duties as a Senior Engineer and Engineering Services Manager
- Oversaw hiring and day-to-day management of Stormwater Program staff
- Prepared and monitored annual budget for the Stormwater Program
- Oversee the bidding,selection of and recommendation of award to City Council of contractors for Drainage CIPs. Served as the City's representative for Drainage CIPs from award to close-out of project
- Participated in the development of the City Master Drainage plan which will include short- and long-range plans
- Assisted / coordinated with and provided guidance to Public Works Department drainage operations to review and analyze construction and performance of drainage facilities
- Responsible for Floodplain Administration on behalf of the City of Cedar Park including issuing permits for development in City's floodplain and enforcing requirements of the City's Floodplain Management Regulations
- Served as a liaison with federal, state, and other local agencies with respect to regulations and programs involving stormwater and flooding issues

City of Cedar Park, Cedar Park, Texas — *Senior Engineer*

October 2017 - September 2018

- Reviewed and approved plats and plans for commercial and residential development for compliance with City Codes and Ordinances
- Reviewed floodplain and other hydrologic and hydraulic studies utilizing HEC-HMS and HEC-RAS
- Prepared written technical comment letters for reviews of development applications to ensure ordinances and standards are being met for proposed development
- Served on the Development Services Committee, to discuss and make decisions on development-related questions and concerns
- Maintained the computer based tracking system (MyGovernmentOnline) to show status of all city plat, subdivision, various permits and construction plan submittals
- Responded to citizens' inquiries and requests for engineering information on drainage, floodplain, grading, easement, and water quality issues in person, over the telephone and via email
- Performed site visits and field inspections for projects under review and construction

Binkley Barfield, Austin, Texas — *Senior Project Manager*
October 2016 - September 2017

- Led and participated in business development efforts including direct client interaction, coordination with marketing staff, preparation of proposals, and participation on interview teams
- Conducted project engineering work such as studies, conceptual and preliminary design, design and construction administration services
- Coordinated permitting with city, county, TxDOT and Federal agencies to meet their requirements
- Performed project management activities which include preparation and negotiation of professional services contracts; management of the quality and financial performance of projects; and identification and resolution of both budget and schedule issues

City of Hutto, Hutto, Texas — *City Engineer*
September 2015 - September 2016

- Managed the City of Hutto Engineering Department, to include hiring of staff, development and implementation of policies and procedures, plans, programs and short- and long-term objectives relative to engineering administration
- Developed annual operating budget and work plan for engineering division, and managed financial aspects of division
- Reviewed and evaluated proposed development projects and provided comments in MyGovernmentOnline software for all city plats, site plans, and subdivisions
- Monitored workloads, objectives, and performance of the professional engineering staff and engineering field inspectors
- Served as the City's Floodplain Manager and oversaw the administration of the Floodplain Ordinance
- Prepared and delivered presentations and recommendations to the City Council, Planning and Zoning Commission, and other Boards and Commissions as necessary
- Prepared five-year Capital Improvement Projects (CIP) budget and managed approved projects from design to construction
- Attended pre-construction meetings, regular progress meetings, field inspections and final inspections for all new CIPs, sites and subdivisions
- Coordinated with TxDOT and the County on regional projects

Private Consultant, Cedar Park, Texas
April 2012 - August 2015

- Provided part-time engineering design services to several area engineers, primarily focusing on land development (site and subdivision projects)
- Performed drainage, water quality, and detention pond analysis on projects

City of Cedar Park, Cedar Park, Texas - Senior Engineer/*Project Manager / Senior Project Manager*
June 2006 - March 2012

- Worked in the City's Engineering Department reviewing and processing commercial and residential development services applications, managed the design and construction of Capital Improvement Projects (CIPs), and provided technical support and information services to internal and external customers of the City.
- Worked as the City of Cedar Park's first project manager for vertical projects
- As the city's representative, completed numerous city projects to include the Cedar Park Center, Fire Station #1, and the City Hall Finish-out
- Managed, coordinated, and maintained project goals, objectives, expenses and prepared related reports and documents, ensured project compliance with applicable regulations and mandates from project inception to close out

PBS&J, Austin, Texas — *Project Manager / Engineer-In Training*
June 1998 - May 2006

- Managed project technical work for municipal and land development projects
- Designed and generated drawings for residential and commercial land development projects in the areas of drainage, road design and paving, grading and water distribution

Kier & Wright Engineers, Santa Clara, CA — *Engineer-In-Training*
June 1997 - May 1998

- Assisted in the design and generation of drawings for commercial land development projects in the San Francisco Bay Area.

Austin Commercial, Dallas, Texas — *Estimating Engineer/Project Engineer*
March 1996 - March 1997

- Developed schedules, budgets, progress reviews, billings, bids, change orders, submittal lists, shop drawings and reports to coordinate efficient completion of a project and/or prepare construction bids

EDUCATION

University of Texas, Austin, Texas — *Bachelor of Science in Civil Engineering*
December 1995

- While working towards my Bachelor's Degree, I worked for the Texas Department of Transportation (TxDOT) in the Pavement Division during the summer and part-time in the Fall, Winter, and Spring.

Section 7.04. Department Directors.

At the head of each department there shall be a director who shall be appointed by the city manager with the approval of the council. Department heads may be removed by the city manager without council approval. Such directors shall supervise and control their respective departments, may serve as the head of any division within their department, and may, with the city manager's approval, appoint and remove all employees of their respective department. More than one department may be headed by the same person, the city manager may head one (1) or more such departments, and a provision in this charter for the appointment of a department head does not require the department to be created or maintained.

AGENDA ITEM # 11

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of a Resolution adopting an Investment Policy and Strategy for the City of Leander.

BACKGROUND:

State law requires that the governing body annually review and approve the City's public funds Investment Policy and Strategy. The City's investment advisor, Meeder Public Funds (formerly Patterson & Associates), has reviewed the current policy and provided recommendations resulting in the following updates:

1. Revised Section A.2 Authorized Investments to include obligations of states, agencies, counties, cities, and other political subdivisions of any state with a nationally recognized rating not less than AA- or its equivalent.
2. Amended the authorized Broker / Dealer list.

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Attachments

1. Resolution
2. Policy redline

RESOLUTION No. 22-_____

A RESOLUTION ADOPTING AN INVESTMENT POLICY, INVESTMENT STRATEGY AND BROKER / DEALER LIST FOR THE CITY OF LEANDER, TEXAS

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a) requires the City Council to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Funds Investment Act (Section 2256.025) requires the City Council to adopt a list of authorized broker/dealers; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the resolution approving the policy and strategy to record any changes made thereto; and

WHEREAS, the City has chosen to make certain changes material to the Policy to include the following;

1. Revised Section A.2 Authorized Investments to include obligations of states, agencies, counties, cities, and other political subdivisions of any state with a nationally recognized rating not less than AA- or its equivalent.

2. Amended the authorized Broker / Dealer list.

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

SECTION 1. The City of Leander, having complied with the requirements of the Public Funds Investment Act, hereby adopts the Investment Policy and Strategy, as amended, attached hereto as Exhibit A, and the Authorized Broker / Dealer List, as amended, attached hereto as Exhibit B.

SECTION 2.The City Council hereby appoints the Executive Finance Director, Assistant Finance Director, and City Manager as Investment Officers of the City.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leander this the 10th day of October, 2022.

ATTEST: CITY OF LEANDER, TEXAS

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

EXHIBIT A

CITY OF LEANDER, TEXAS
INVESTMENT POLICY AND STRATEGY

I. POLICY

It is the policy of the City of Leander that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to City Funds. The City's investment portfolio shall be designed and managed in a manner designed to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations. Investments shall be made with the primary objectives of:

- **Safety** and preservation of principal
- Maintenance of sufficient **liquidity** to meet operating needs
- **Diversification** of assets
- **Public trust** from prudent investment activities
- Optimization of **interest earnings** on the portfolio

II. PURPOSE

This investment policy complies with the Public Funds Investment Act, Chapter 2256 of the Government Code (the "Act"), which requires each governmental to adopt a written investment policy regarding the investment of its funds and funds under its control and is designed to secure all funds of the City. The Policy also complies with the Public Funds Collateral Act (Chapter 2257) which establishes standards for pledged collateral. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's Funds.

III. SCOPE

This Investment Policy shall govern the investment of all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds (when applicable)
- Capital Projects Funds
- Enterprise Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately.
- Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately.

- Any new fund created by the City, unless specifically exempted from this policy by the City Council or by law.

The City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation programs.

IV. INVESTMENT OBJECTIVES AND STRATEGY

The City shall manage and invest its cash with five primary objectives, listed in order of priority: **safety, liquidity, diversification, public trust, and yield, expressed as optimization of interest earnings.** The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum earnings on short-term investment of idle cash.

Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

A. **Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:

   - Limiting investments to the safest types of investments.
   - Pre-qualifying the financial institutions and broker/dealers with which the City will do business.
   - Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.

B. **Interest Rate Risk** – the City will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:

   - Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
   - Investing operating funds primarily in certificates of deposit, shorter term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.

- Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market mutual funds or local government investment pools that offer same-day liquidity.

Diversification

The City's portfolio shall be diversified by market sector, issuer, and maturity to spread risk and manage market risk.

Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Yield

The investment portfolio shall be designed with the objective of attaining a reasonable market yield throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

Strategy

The following investment strategy has been designed to accomplish these objectives:

- The City will invest in short and intermediate securities and investments which are highly credit worthy and mature within three years. The City will invest only in securities specified by this Policy.
- At all times, the City shall maintain a cash position sufficient to meet daily liquidity requirements. This will be accomplished by maintaining approximately 15 percent of the total portfolio in money market funds, local government investment pools, and interest bearing accounts. The City may also position investments to provide funding for anticipated or predictable obligations such as debt service payments.
- The City shall not exceed a weighted average maturity of two years for the total portfolio.

V. RESPONSIBILITY AND CONTROL

Delegation of Authority

In accordance with the City of Leander and the Act, the City Council will designate the City's Investment Officer(s) by resolution. An Investment Officer is authorized to execute investment transactions on behalf of the City and may deposit, withdraw, transfer or manage funds for investment purposes. Only the investment officer may engage in an investment transaction or the management of City funds after designation by the Council. The City may further contract with a non-discretionary registered investment adviser to advise in the management of the City's portfolio. The investment authority granted to the investing officers is effective until rescinded by the City Council.

Quality and Capability of Investment Management

The City shall provide for periodic training in investments for the designated investment officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to insure the quality and capability of investment management in compliance with the Act.

Training Requirement

In accordance with the City of Leander and the Act, designated Investment Officers shall attend eight (8) hours of investment training every two fiscal years relating to investment risks and responsibilities as specified in the Act. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the officer took office or assumed the officer's duties. The investment training session shall be provided by an independent source approved by the City Council. For purposes of this policy, an "independent source" from which investment training shall be obtained include a professional organization, an institution of higher education or any other sponsor other than a business organization with whom the City may engage in an investment transaction.

Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points.

- Control of collusion.
- Separation of transactions authority from accounting and record safekeeping.
- Clear delegation of authority to subordinate staff members.
- Documentation of all transactions for investments and wire transfers.

Monitoring FDIC Bank Status

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned based upon information from the

FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer shall immediately liquidate any brokered CD which places the City above the FDIC insurance limit.

Monitoring Credit Ratings

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. The Investment Officer or Investment Advisor, shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by this Policy, the Investment Officer shall immediately sell the security, if possible, regardless of a loss of principal.

Prudence

The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule. This rule states that "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived."

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written approved investment policy of the City.

Indemnification

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for a specific investment's credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Investment Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Employees and Investment Officers shall disclose any material interests in financial institutions or counter-parties with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

An Investment Officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest to the City Manager.

In addition, an Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council. For this purpose, a personal business relationship shall be defined as:

- Owning 10% or more of the voting stock of the firm
- Owning $5,000 or more of the fair market value of the firm
- Receiving more than 10% of the Officer's annual income from the firm, or
- Having acquired $2,500 or more from the firm in his personal account.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The City currently has a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal.
- Cash flow needs of the City require that the investment be liquidated.

Investments

City funds governed by this policy may be invested only in the instruments described below, all of which are authorized by the Act. Investment of City funds in any instrument or security not authorized under this Policy is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

A. Authorized

1. Obligations of the United States of America, its agencies and instrumentalities, excluding mortgage backed securities, with a stated final maturity not to exceed three years.

2. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than AA- or its equivalent, with a stated final maturity not to exceed three years.

3. Depository Certificates of Deposit issued by a bank or savings bank doing business in Texas that is insured by the Federal Deposit Insurance or its successor or secured by obligations in a manner and amount provided by law and this policy for deposits of the City.

4. Money Market Mutual Funds that 1) are registered and regulated by the Securities and Exchange Commission, 2) have a dollar weighted average stated maturity of 60 days or less, 3) are rated AAA by at least one nationally recognized rating service, 4) seek

to maintain a net asset value of $1.00 per share; and 5) are in compliance with SEC Rule 2a-7

5. Texas local government investment pools, which 1) meet the requirements of the Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) must maintain a maximum average dollar weighted maturity of 60 days, 4) seek to maintain a $1.00 net asset value, 5) be authorized by resolution or ordinance of the City Council; and 6) are in compliance with SEC Rule 2a-7.

6. Fully collateralized repurchase agreements with a bank in Texas or a primary dealer, executed under the Bond Market Master Repurchase Agreement in accordance with the Act not to exceed 120 days. Flex repurchase agreements may be used for bond proceeds and may exceed 120 days but must be matched to the projected expenditures of the funds.

7. FDIC insured "brokered certificates of deposit" securities from a bank in any US state, delivered versus payment to the City's safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank (at www.fdic.gov) to assure that the bank is FDIC insured.

8. FDIC insured or collateralized interest bearing accounts in any bank in Texas.

9. SEC registered, A1/P1 rated commercial paper with a maturity not more than 270 days.

B. Not Authorized

1. Interest-only or principal-only mortgage-backed securities, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over 10 years are strictly prohibited.

VII. INVESTMENT PARAMETERS

Maximum Maturities

The longer the maturity of investments the greater their potential price volatility, therefore it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risk caused by changes in interest rates.

The City attempts to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

Because no secondary market exists for repurchase agreements, the maximum maturity shall be 120 days except in the case of a flexible repurchase agreement for bond proceeds. The maximum maturity for such an investment shall be determined in accordance with project cash flow projections and the requirements of the governing bond ordinance.

The composite portfolio will have a maximum weighted average maturity of two years. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security.

Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines;

- Limiting investments to avoid over concentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law),
- Limiting investment in investments that have higher credit risks,
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

VIII. AUTHORIZED BANKS AND DEALERS

Depository

At least every five years, a banking services depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide requested information or financial statements for the periods specified.
- The ability to meet all requirements in the banking RFP.
- Complete response to all required items on the bid form.
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.

Authorized Brokers / Dealers

The City Council shall, at least annually, review, revise, and adopt a list of qualified broker/dealers authorized to engage in securities transactions with the City.

Those firms that request to become qualified bidders for securities transactions will be required to provide a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation. Authorized firms may include brokers, primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All broker/dealers will be provided with a copy of the then-current investment policy.

All local government investment pools, must sign a certification acknowledging that the pool has received and reviewed the City's Investment Policy and that reasonable procedures and controls

have been implemented to preclude investment transactions that are not authorized by the City's policy.

Competitive Bids

It is the policy of the City to require competitive bidding for all individual security purchases and sales except for transactions with money market mutual funds and local government investment pools. Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution must still be compared to alternatives in the secondary market.

Delivery vs. Payment

Securities shall be purchased using the **delivery vs. payment** method with the exception of investment pools and money market mutual funds. Funds will be released after notification that the purchased security has been received.

IX. SAFEKEEPING OF SECURITIES AND COLLATERAL

Safekeeping and Custodian Agreements

The City shall contract with a bank or banks for the safekeeping of securities owned by the City as part of its investment portfolio. The City will approve the Custodian for pledged collateral to secure demand or time deposits. Securities owned by the City shall be held for the City as evidenced by safekeeping receipts of the safekeeping institution.

An independent third party Custodian for collateral will be approved by the City. Collateral for deposits will be evidenced by original safekeeping receipts from the Custodian in which the collateral is held. Collateral must be held by an independent bank outside the holding company of the depository, a Federal Reserve Bank, or a Federal Home Loan Bank.

Collateral Policy

Consistent with the requirements of the Public Funds Collateral Act (Gov't Code 2257), it is the policy of the City to require full collateralization of all City funds on all time and demand deposits with any depository bank. In order to anticipate market and provide a of security for all funds, the market value of the collateral will be 102% of principal and accrued interest on the deposits less an amount insured by the FDIC daily.

At its discretion, the City may require a higher level of collateralization for certain investment securities. The Finance Director is responsible for entering into collateralization agreements with third party custodians in compliance with this policy. The acceptable investment securities for collateral are:

- Obligations of the US Government, its agencies and instrumentalities including mortgage backed securities and CMOs passing the bank test.
- Obligations of any state or local government rated AA or better by at least two national recognized rating agencies.
- Letters of credit from the FHLB.

Preference will be given to pledged securities rather than letters of credit. The collateral agreement shall include provisions relating to possession of the collateral, the substitution or release

of investment securities, pledge of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City directly from the Custodian and retained. The custodian shall provide a monthly report of collateral directly to the City. Collateral shall be reviewed at least quarterly by the City to assure the market value of the pledged securities is adequate.

Subject to Audit

All collateral shall be subject to inspection and audit by the Finance Director or the City's independent auditors.

X. PERFORMANCE

Performance Standards

The City's investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio shall be designed with the objective of obtaining a reasonable yield through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City. Quarterly reports will provide performance information comparing the City's yield to the one year Treasury Bill which will be the benchmark for the portfolio in keeping with its one year maximum weighted average maturity.

It is the policy of the City to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market values will be reported, at a minimum, on a quarterly basis on all securities owned and compared to current amortized book value.

XI. REPORTING

The Investment Officer shall prepare and sign an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the average investment yield for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principles and the Act. This summary will be prepared in a manner that will allow the City to ascertain whether investments activities during the reporting period have complied with the Investment Policy. The report will be provided to the City Council on a timely basis. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses.
- A listing of the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Average weighted yield to maturity of portfolio as compared to applicable benchmark.
- Listing of investments by maturity date.
- Fully accrued and amortized interest and earnings for the reporting period.
- A comparison to performance benchmarks for the period.

- The percentage of the total portfolio that each type of investment represents.
- Statement of compliance of the City's investment portfolio with the Act and the Investment Strategy and Policy approved by the City Council.

An independent auditor will perform a formal annual review of the quarterly reports.

Monitoring Market Value

Market value of all securities in the portfolio will be determined on a quarterly basis at a minimum. These values will be obtained from a reputable and independent source and disclosed to the governing body quarterly in a written report.

XII. INVESTMENT POLICY ADOPTION

The City's Investment Policy and Strategy shall be adopted by resolution of the City Council at least annually. It is the City's intent to comply with state laws and regulations. The City's Investment Policy and Strategy shall be subject to revisions consistent with changing laws, regulations, and needs of the City. The City Council shall adopt a resolution stating that it has reviewed the policy and investment strategies annually and include any changes or modifications to the Policy or Strategy.

EXHIBIT B

City of Leander, Texas
Authorized Broker / Dealer List

October 2022

The authorized broker/dealer list for the City of Leander is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy.

The City's Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the City Council. The City's Investment Advisor, Patterson & Associates, maintains the brokerage compliance files for the City.

When any material changes are made to the Investment Policy, the new Policy is sent out to all broker/dealer and pools.

Academy Securities
Amherst Pierpont Securities
Bank of America/Merrill Lynch
BMO Capital Markets
BNY Capital Markets
BOK Financial
Brean Capital
Cantor Fitzgerald & Co.
CastleOak Securities
D.A. Davidson
FHN Financial
FNC
Goldman Sachs & Co.
Great Pacific
Hilltop Securities
Huntington Bank
InspereX (formerly InCapital)
Jefferies
JPMorgan Securities
Keybanc Capital Markets
Loop Capital Markets
MarketAxess Corporation
Mizuho Securities
Moreton Capital Markets
Morgan Stanley
Multi-Bank Securities
Oppenheimer
Piper Sandler & Co
Raymond James
RBC Securities
Rice Financial
Robert W. Baird
Siebert Williams Shank
Stephens Inc.
Stifel Nicolaus
StoneX Group Inc.
SunTrust Robinson Humphrey, Inc
TD Securities
UBS Financial
UMB Financial Services
Wells Fargo

RESOLUTION No. 22-_____

A RESOLUTION ADOPTING AN INVESTMENT POLICY, INVESTMENT STRATEGY AND BROKER / DEALER LIST FOR THE CITY OF LEANDER, TEXAS

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a) requires the City Council to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Funds Investment Act (Section 2256.025) requires the City Council to adopt a list of authorized broker/dealers; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the resolution approving the policy and strategy to record any changes made thereto; and

WHEREAS, the City has chosen to make certain changes material to the Policy to include the following;

1. Revised Section A.2 Authorized Investments to include obligations of states, agencies, counties, cities, and other political subdivisions of any state with a nationally recognized rating not less than AA- or its equivalent.

2. Amended the authorized Broker / Dealer list.

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

SECTION 1. The City of Leander, having complied with the requirements of the Public Funds Investment Act, hereby adopts the Investment Policy and Strategy, as amended, attached hereto as Exhibit A, and the Authorized Broker / Dealer List, as amended, attached hereto as Exhibit B.

SECTION 2.The City Council hereby appoints the Executive Finance Director, Assistant Finance Director, and City Manager as Investment Officers of the City.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leander this the 10th day of October, 2022.

ATTEST: CITY OF LEANDER, TEXAS

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

EXHIBIT A

CITY OF LEANDER, TEXAS
INVESTMENT POLICY AND STRATEGY

I. POLICY

It is the policy of the City of Leander that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to City Funds. The City's investment portfolio shall be designed and managed in a manner designed to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations. Investments shall be made with the primary objectives of:

- **Safety** and preservation of principal
- Maintenance of sufficient **liquidity** to meet operating needs
- **Diversification** of assets
- **Public trust** from prudent investment activities
- Optimization of **interest earnings** on the portfolio

II. PURPOSE

This investment policy complies with the Public Funds Investment Act, Chapter 2256 of the Government Code (the "Act"), which requires each governmental to adopt a written investment policy regarding the investment of its funds and funds under its control and is designed to secure all funds of the City. The Policy also complies with the Public Funds Collateral Act (Chapter 2257) which establishes standards for pledged collateral. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's Funds.

III. SCOPE

This Investment Policy shall govern the investment of all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds (when applicable)
- Capital Projects Funds
- Enterprise Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately.
- Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately.

- Any new fund created by the City, unless specifically exempted from this policy by the City Council or by law.

The City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation programs.

IV. INVESTMENT OBJECTIVES AND STRATEGY

The City shall manage and invest its cash with five primary objectives, listed in order of priority: **safety, liquidity, diversification, public trust, and yield, expressed as optimization of interest earnings.** The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum earnings on short-term investment of idle cash.

Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

A. **Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:

   - Limiting investments to the safest types of investments.
   - Pre-qualifying the financial institutions and broker/dealers with which the City will do business.
   - Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.

B. **Interest Rate Risk** – the City will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:

   - Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
   - Investing operating funds primarily in certificates of deposit, shorter term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.

- Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market mutual funds or local government investment pools that offer same-day liquidity.

Diversification

The City's portfolio shall be diversified by market sector, issuer, and maturity to spread risk and manage market risk.

Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Yield

The investment portfolio shall be designed with the objective of attaining a reasonable market yield throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

Strategy

The following investment strategy has been designed to accomplish these objectives:

- The City will invest in short and intermediate securities and investments which are highly credit worthy and mature within three years. The City will invest only in securities specified by this Policy.
- At all times, the City shall maintain a cash position sufficient to meet daily liquidity requirements. This will be accomplished by maintaining approximately 15 percent of the total portfolio in money market funds, local government investment pools, and interest bearing accounts. The City may also position investments to provide funding for anticipated or predictable obligations such as debt service payments.
- The City shall not exceed a weighted average maturity of two years for the total portfolio.

V. RESPONSIBILITY AND CONTROL

Delegation of Authority

In accordance with the City of Leander and the Act, the City Council will designate the City's Investment Officer(s) by resolution. An Investment Officer is authorized to execute investment transactions on behalf of the City and may deposit, withdraw, transfer or manage funds for investment purposes. Only the investment officer may engage in an investment transaction or the management of City funds after designation by the Council. The City may further contract with a non-discretionary registered investment adviser to advise in the management of the City's portfolio. The investment authority granted to the investing officers is effective until rescinded by the City Council.

Quality and Capability of Investment Management

The City shall provide for periodic training in investments for the designated investment officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to insure the quality and capability of investment management in compliance with the Act.

Training Requirement

In accordance with the City of Leander and the Act, designated Investment Officers shall attend eight (8) hours of investment training every two fiscal years relating to investment risks and responsibilities as specified in the Act. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the officer took office or assumed the officer's duties. The investment training session shall be provided by an independent source approved by the City Council. For purposes of this policy, an "independent source" from which investment training shall be obtained include a professional organization, an institution of higher education or any other sponsor other than a business organization with whom the City may engage in an investment transaction.

Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points.

- Control of collusion.
- Separation of transactions authority from accounting and record safekeeping.
- Clear delegation of authority to subordinate staff members.
- Documentation of all transactions for investments and wire transfers.

Monitoring FDIC Bank Status

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned based upon information from the

FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer shall immediately liquidate any brokered CD which places the City above the FDIC insurance limit.

Monitoring Credit Ratings

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. The Investment Officer or Investment Advisor, shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by this Policy, the Investment Officer shall immediately sell the security, if possible, regardless of a loss of principal.

Prudence

The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule. This rule states that "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived."

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written approved investment policy of the City.

Indemnification

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for a specific investment's credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Investment Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Employees and Investment Officers shall disclose any material interests in financial institutions or counter-parties with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

An Investment Officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest to the City Manager.

In addition, an Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council. For this purpose, a personal business relationship shall be defined as:

- Owning 10% or more of the voting stock of the firm
- Owning $5,000 or more of the fair market value of the firm
- Receiving more than 10% of the Officer's annual income from the firm, or
- Having acquired $2,500 or more from the firm in his personal account.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The City currently has a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal.
- Cash flow needs of the City require that the investment be liquidated.

Investments

City funds governed by this policy may be invested only in the instruments described below, all of which are authorized by the Act. Investment of City funds in any instrument or security not authorized under this Policy is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

A. Authorized

1. Obligations of the United States of America, its agencies and instrumentalities, excluding mortgage backed securities, with a stated final maturity not to exceed three years.

2. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than ~~AA~~ AA- or its equivalent, with a stated final maturity not to exceed three years.

3. Depository Certificates of Deposit issued by a bank or savings bank doing business in Texas that is insured by the Federal Deposit Insurance or its successor or secured by obligations in a manner and amount provided by law and this policy for deposits of the City.

4. Money Market Mutual Funds that 1) are registered and regulated by the Securities and Exchange Commission, 2) have a dollar weighted average stated maturity of 60 days or less, 3) are rated AAA by at least one nationally recognized rating service, 4) seek

to maintain a net asset value of $1.00 per share; and 5) are in compliance with SEC Rule 2a-7

5. Texas local government investment pools, which 1) meet the requirements of the Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) must maintain a maximum average dollar weighted maturity of 60 days, 4) seek to maintain a $1.00 net asset value, 5) be authorized by resolution or ordinance of the City Council; and 6) are in compliance with SEC Rule 2a-7.

6. Fully collateralized repurchase agreements with a bank in Texas or a primary dealer, executed under the Bond Market Master Repurchase Agreement in accordance with the Act not to exceed 120 days. Flex repurchase agreements may be used for bond proceeds and may exceed 120 days but must be matched to the projected expenditures of the funds.

7. FDIC insured "brokered certificates of deposit" securities from a bank in any US state, delivered versus payment to the City's safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank (at www.fdic.gov) to assure that the bank is FDIC insured.

8. FDIC insured or collateralized interest bearing accounts in any bank in Texas.

9. SEC registered, A1/P1 rated commercial paper with a maturity not more than 270 days.

B. Not Authorized

1. Interest-only or principal-only mortgage-backed securities, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over 10 years are strictly prohibited.

VII. INVESTMENT PARAMETERS

Maximum Maturities

The longer the maturity of investments the greater their potential price volatility, therefore it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risk caused by changes in interest rates.

The City attempts to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

Because no secondary market exists for repurchase agreements, the maximum maturity shall be 120 days except in the case of a flexible repurchase agreement for bond proceeds. The maximum maturity for such an investment shall be determined in accordance with project cash flow projections and the requirements of the governing bond ordinance.

The composite portfolio will have a maximum weighted average maturity of two years. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security.

Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines;

- Limiting investments to avoid over concentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law),
- Limiting investment in investments that have higher credit risks,
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

VIII. AUTHORIZED BANKS AND DEALERS

Depository

At least every five years, a banking services depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide requested information or financial statements for the periods specified.
- The ability to meet all requirements in the banking RFP.
- Complete response to all required items on the bid form.
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.

Authorized Brokers / Dealers

The City Council shall, at least annually, review, revise, and adopt a list of qualified broker/dealers authorized to engage in securities transactions with the City.

Those firms that request to become qualified bidders for securities transactions will be required to provide a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation. Authorized firms may include brokers, primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All broker/dealers will be provided with a copy of the then-current investment policy.

All local government investment pools, must sign a certification acknowledging that the pool has received and reviewed the City's Investment Policy and that reasonable procedures and controls

have been implemented to preclude investment transactions that are not authorized by the City's policy.

Competitive Bids

It is the policy of the City to require competitive bidding for all individual security purchases and sales except for transactions with money market mutual funds and local government investment pools. Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution must still be compared to alternatives in the secondary market.

Delivery vs. Payment

Securities shall be purchased using the **delivery vs. payment** method with the exception of investment pools and money market mutual funds. Funds will be released after notification that the purchased security has been received.

IX. SAFEKEEPING OF SECURITIES AND COLLATERAL

Safekeeping and Custodian Agreements

The City shall contract with a bank or banks for the safekeeping of securities owned by the City as part of its investment portfolio. The City will approve the Custodian for pledged collateral to secure demand or time deposits. Securities owned by the City shall be held for the City as evidenced by safekeeping receipts of the safekeeping institution.

An independent third party Custodian for collateral will be approved by the City. Collateral for deposits will be evidenced by original safekeeping receipts from the Custodian in which the collateral is held. Collateral must be held by an independent bank outside the holding company of the depository, a Federal Reserve Bank, or a Federal Home Loan Bank.

Collateral Policy

Consistent with the requirements of the Public Funds Collateral Act (Gov't Code 2257), it is the policy of the City to require full collateralization of all City funds on all time and demand deposits with any depository bank. In order to anticipate market and provide a of security for all funds, the market value of the collateral will be 102% of principal and accrued interest on the deposits less an amount insured by the FDIC daily.

At its discretion, the City may require a higher level of collateralization for certain investment securities. The Finance Director is responsible for entering into collateralization agreements with third party custodians in compliance with this policy. The acceptable investment securities for collateral are:

- Obligations of the US Government, its agencies and instrumentalities including mortgage backed securities and CMOs passing the bank test.
- Obligations of any state or local government rated AA or better by at least two national recognized rating agencies.
- Letters of credit from the FHLB.

Preference will be given to pledged securities rather than letters of credit. The collateral agreement shall include provisions relating to possession of the collateral, the substitution or release

of investment securities, pledge of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City directly from the Custodian and retained. The custodian shall provide a monthly report of collateral directly to the City. Collateral shall be reviewed at least quarterly by the City to assure the market value of the pledged securities is adequate.

Subject to Audit

All collateral shall be subject to inspection and audit by the Finance Director or the City's independent auditors.

X. PERFORMANCE

Performance Standards

The City's investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio shall be designed with the objective of obtaining a reasonable yield through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City. Quarterly reports will provide performance information comparing the City's yield to the one year Treasury Bill which will be the benchmark for the portfolio in keeping with its one year maximum weighted average maturity.

It is the policy of the City to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market values will be reported, at a minimum, on a quarterly basis on all securities owned and compared to current amortized book value.

XI. REPORTING

The Investment Officer shall prepare and sign an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the average investment yield for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principles and the Act. This summary will be prepared in a manner that will allow the City to ascertain whether investments activities during the reporting period have complied with the Investment Policy. The report will be provided to the City Council on a timely basis. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses.
- A listing of the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Average weighted yield to maturity of portfolio as compared to applicable benchmark.
- Listing of investments by maturity date.
- Fully accrued and amortized interest and earnings for the reporting period.
- A comparison to performance benchmarks for the period.

- The percentage of the total portfolio that each type of investment represents.
- Statement of compliance of the City's investment portfolio with the Act and the Investment Strategy and Policy approved by the City Council.

An independent auditor will perform a formal annual review of the quarterly reports.

Monitoring Market Value

Market value of all securities in the portfolio will be determined on a quarterly basis at a minimum. These values will be obtained from a reputable and independent source and disclosed to the governing body quarterly in a written report.

XII. INVESTMENT POLICY ADOPTION

The City's Investment Policy and Strategy shall be adopted by resolution of the City Council at least annually. It is the City's intent to comply with state laws and regulations. The City's Investment Policy and Strategy shall be subject to revisions consistent with changing laws, regulations, and needs of the City. The City Council shall adopt a resolution stating that it has reviewed the policy and investment strategies annually and include any changes or modifications to the Policy or Strategy.

EXHIBIT B

City of Leander, Texas
Authorized Broker / Dealer List

October 2022

The authorized broker/dealer list for the City of Leander is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy.

The City's Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the City Council. The City's Investment Advisor, Patterson & Associates, maintains the brokerage compliance files for the City.

When any material changes are made to the Investment Policy, the new Policy is sent out to all broker/dealer and pools.

Academy Securities
Amherst Pierpont Securities
Bank of America/Merrill Lynch
BMO Capital Markets
BNY Capital Markets
BOK Financial
Brean Capital
Cantor Fitzgerald & Co.
CastleOak Securities
D.A. Davidson
FHN Financial
FNC
Goldman Sachs & Co.
Great Pacific
Hilltop Securities
Huntington Bank
InspereX (formerly InCapital)
Jefferies
JPMorgan Securities
Keybanc Capital Markets
Loop Capital Markets
MarketAxess Corporation
Mizuho Securities
Moreton Capital Markets
Morgan Stanley
Multi-Bank Securities
Oppenheimer
Piper Sandler & Co
Raymond James
RBC Securities
Rice Financial
Robert W. Baird
Siebert Williams Shank
Stephens Inc.
Stifel Nicolaus
StoneX Group Inc.
SunTrust Robinson Humphrey, Inc
TD Securities
UBS Financial
UMB Financial Services
Wells Fargo

~~Bank of America/Merrill Lynch~~
~~Bank of New York~~
~~BOK Financial~~
~~Cantor Fitzgerald~~
~~FHN~~
~~Goldman Sachs~~
~~InCapital~~

~~Jefferies~~
~~JPMorgan~~
~~Mizuho Securities~~
~~Morgan Stanley~~
~~Moreton Capital Markets~~
~~Oppenheimer~~
~~Piper Sandler & Co.~~
~~Raymond James~~
~~RBC~~
~~Robert W. Baird~~
~~Stifel Nicolaus~~
~~Stone X~~
~~UBS Financial~~
~~Wells Fargo~~

~~Council Authorized Pools~~
~~TexPool~~
~~TexStar~~
~~Texas Daily~~

AGENDA ITEM # 12

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of a resolution authorizing the submission of grant with the Public Safety Office Criminal Justice Division of the Office of the Governor to solicit grant funding for Leander Police Department Bullet-Resistant Shields Program Fiscal Year 2023.

BACKGROUND:

On August 17, 2022 the Office of the Governor, Public Safety office Criminal Justice Division announced the Bullet-Resistant Shield Grant Program, FY2023. Through that program they have allocated funds in the amount of $50M to independent schools districts, institutions of higher education, units of local government, the Texas Department of Public Safety and other education institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure. The purpose of the program is to solicit applications from law enforcement agencies to equip peace officers with bullet–resistant shields.

A key piece of equipment for the officer response in an active shooter, or any firearms related incident, is ballistic protection; specifically, ballistic shields designed to stop rifle rounds. Officers wear ballistic protection in the form of vests on a daily basis; however, those are designed for handgun rounds, and will not stop rifle rounds.

While the department has a small number of shields, it would be optimal to have ballistic shields available to each officer so that if an incident occurs, they would be outfitted with ballistic protection regardless of who arrived first. The optimum funding would allow the Leander Police Department to outfit each patrol vehicle, and SRO vehicle with a rifle rated ballistic shield. Currently, the department has a patrol fleet of thirty-seven (37) vehicles, and SRO has four (4) fleet vehicles. The total funding requested for forty-one (41) fleet vehicles is roughly $143,500.00. There are no matching funds required of the city.

The resolution designates Mr. Richard Beverlin III, City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. If approved, the Leander Police Department will be able to submit a completed application for a matching funds grant to the Criminal Justice Division (CJD) of the Governor's Office.

If we are unable to secure grant funding, the police department will submit this equipment for consideration during the next applicable budgetary process.

RECOMMENDATION:

Staff recommends approval of this resolution.

PRESENTER:

John Lauden, Lieutenant Uniformed Division

Attachments

1. Grant Announcement
2. Resolution

Office of the Governor, Public Safety Office
Criminal Justice Division
Funding Announcement: ***Bullet-Resistant Shield Grant Program, FY2023***

Purpose

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with bullet-resistant shields.

Available Funding

State funds for these projects are authorized by a Budget Execution Order proposed by the Legislative Budget Board and ratified by Governor Abbott on June 28, 2022, pursuant to Texas Government Code, Section 317.002 and Section 317.005(b). All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available $50M for FY2023.

Eligible Organizations

Applications may be submitted by independent school districts, institutions of higher education, units of local government, the Texas Department of Public Safety and other educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process

Applicants must access the PSO's eGrants grant management website at https://eGrants.gov.texas.gov to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available here.

Key Dates

Action	Date
Funding Announcement Release	08/17/2022
Online System Opening Date	08/17/2022
Final Date to Submit and Certify an Application	09/19/2022 at 5:00PM CST
Earliest Project Start Date	09/01/2022

Project Period

Projects must begin on or after 09/01/2022 and may not exceed a 12-month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may only be used for obtaining bullet-resistant shields compliant with the National Institute of Justice (NIJ) Level III, III+, or IV.

Applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on the number of frontline peace officers and the average cost per shield.

Program-Specific Requirements

Eligible officers. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant.

PSO will prioritize the equipping of certain types of officers in the following order:

1) Peace officers directly employed by school districts;
2) Peace officers contracted by school districts; and
3) Other peace officers that may respond to school safety emergencies.

Active Shooter Policy. All eligible organizations that apply for grant funds will ensure its law enforcement agency adopts a Critical Incidents In-Progress (Active Shooter) policy implementing, at a minimum, protocols for assessing an active threat or violent encounter and immediately responding in order to stop the killing, stop the dying, and provide rapid casualty evacuation. The policy should include procedures that address:

- Concepts and Principles

- Community/First Responder Agency Notifications
- Mutual Aid Implementation
- Solo Officer Deployment
- Officer Team Deployment
- Follow-On Responders (Rescue Task Force)
- Incident Command - Unified Command Considerations
- Incident Debriefing
- Training

ALERRT Training. All officers provided with a grant-funded ballistic shield must have either attended 16 hours of ALERRT (Advanced Law Enforcement Rapid Response Training) training within the last 24 months or commit to attend within the next 24 months. ALERRT's upcoming course schedule can be found here: https://alerrt.org/Upcoming.

Note: Funding is available through the Public Safety Office to offset travel expenditures associated with attending ALERRT Training. Please refer to the ALERRT Travel Assistance Funding Announcement for more information on how to apply for these funds.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

   Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-

mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

   Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2023 or the end of the grant period, whichever is later.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to https://sam.gov/).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Any costs ancillary to the purchase of eligible ballistic shields, such as policy development, training costs, and staff; and

2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will consider these factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CIT Y COUNCIL OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE SUBMISSION OF GRANT WITH THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF THE GOVERNOR TO SOLICIT GRANT FUNDING FOR LEANDER POLICE DEPARTMENT BULLET-RESISTANT SHIELDS PROGRAM FISCAL YEAR 2023.

WHEREAS, The Leander City Council finds it in the best interest of the citizens of Leander to equip the police department with bullet-resistant shields compliant with National Institute of Justice Level III, III+, or IV ; and

WHEREAS, the Leander City Council agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Leander assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the Leander City Council designates the City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

SECTION 1. The City Council of the City of Leander, Texas, approves the submission of the grant application for the submission of the grant application by Leander Police Department for the Bullet-Resistant Shields Program Fiscal Year 2023 to the Office of the Governor, Criminal Justice Division.

DULY PASSED and approved on this the 10th day of October, 2022.

ATTEST: **APPROVED:**

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Grant Number: 4636801

AGENDA ITEM # 13

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of Funding Agreement by and between the City of Leander and Williamson County Children's Advocacy Center for Fiscal Year 2023 in the amount of $32,000.00.

BACKGROUND:

Section 13.05 of the City's Home Rule Charter states that a written contract for services shall be executed prior to any nonprofit, community service organization receiving City funds. Such contracts shall establish the terms, conditions and services to be provided, and shall require an annual audit of the nonprofit organization. The City of Leander has supported the Williamson County Children's Advocacy Center since 2003. The annual funding since FY 2018 has been $32,000.00.

The proposed interlocal agreement has been amended from prior years to reflect that the City has requested federal assistance from the "Community Project Funding" program in support of the Children's Center. In the event the requested funding is approved, the City may consider authorizing additional funding to the Advocacy Center.

Below are the year-to-date service statistics, as they relate to residents of Leander. More information about the center can be found at https://www.wilcocac.org.

RECOMMENDATION:

Approve FY 2023 Agreement with Williamson County Children's Advocacy Center.

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Fiscal Year:	2023
Amount Requested:	32,000.00
Budgeted Y/N:	Y
Account(s) :	01-40-5726

SUMMARY:

Williamson County Children's Advocacy Center

Attachments

1. Agreement
2. Agreement Red-line
3. CAC Financial Stmt
4. Audit Mgmt Letter

COUNTY OF WILLIAMSON §

STATE OF TEXAS §

FUNDING AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is executed by and between WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, 1811 SE Inner Loop, Georgetown, TX 78626, hereinafter referred to as "AGENCY", and the CITY OF LEANDER, TEXAS, a home rule municipal corporation organized under the laws of the State of Texas, hereinafter referred to as the "City", P.O. Box 319, Leander, Texas 78646, acting by and through their duly authorized representatives. AGENCY and City may be referred to herein as "Parties."

WHEREAS, the City of Leander is a local government as defined in Section 791.003 of the Texas Government Code, and

WHEREAS, Agency is a Texas non-profit organization whose mission is to provide a safe place to report child abuse, reduce the emotional trauma for children and non-offending family members, and extend professional services that protect the integrity of an investigation; and

WHEREAS, the goals of the Agency include (a) providing a child sensitive environment; (b) crisis intervention; (c) victim advocacy; (d) forensic interviewers; (e) medical and mental health referrals; and (f) investigation, prosecution, and treatment of child abuse cases; and

WHEREAS, The City has requested federal assistance from the "Community Project Funding" program in support of the Children's Center, subject to use limitations. The request is pending; and

WHEREAS, both AGENCY and the City desire to enter into this Agreement to provide for the use of funds granted by the City for the benefit of the Leander community;

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the City, the parties agree as follows:

Section 1. Assistance. The City will provide assistance to the AGENCY to be used for services that support the goals of the AGENCY, in an amount not to exceed $32,000 (the "Grant") for the term of this Agreement. Contingent upon the appropriation of funds requested by the City under the Community Project Funding program, the City may consider authorizing additional funding.

Section 2. Conflict of Interests. AGENCY represents that it presently has no interest and will not acquirea direct or indirect interest which conflicts with its efficient, diligent, and faithful performance of the terms of this agreement. This agreement shall not be assigned or transferred by AGENCY without prior written consent of the City.

Section 3. Agreement Period. This Agreement shall commence on October 1, 2022, and shall continue in effect until September 30, 2023 unless terminated in writing by the City or AGENCY by giving thirty days' notice of termination to the other party. In the event of early termination by

AGENCY, the AGENCY shall repay the City a pro rata share of the Grant, prorated over the one-year term of this Agreement. Terms governing repayment of the Grant shall survive the term of this Agreement until fulfilled.

Section 4. Reporting. The AGENCY will provide the City with an annual report on the use of the funds or credit allocated to AGENCY by September 1 of each year. Contingent upon the appropriation of funds requested by the City under the Community Project Funding program, the City may require additional reporting.

Section 5. Repayment of Funds. AGENCY shall repay the City the Grant, less any reductions as provided in this subsection, within ten (10) days of notice by the City in the event that AGENCY fails to use the Grant as provided in this Agreement. For each quarter that AGENCY uses the Grant as provided in this Agreement, AGENCY's obligation to repay the Grant shall be reduced by $8,000.00.

Section 6. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by the City and the AGENCY and authorized by both parties.

Section 7. Captions. The descriptive captions of this Agreement are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.

Section 8. Severability. The sections, paragraphs, clauses and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of the Agreement 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, or paragraphs, and sections of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents and officers.

SIGNED AND APPROVED this the _____ day of October 2022.

CITY OF LEANDER

_____
Christine DeLisle, Mayor

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER

_____
Kerrie Stannell, Chief Executive Officer

ATTEST:

_____
Dara Crabtree, City Secretary

COUNTY OF WILLIAMSON §

STATE OF TEXAS §

FUNDING AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is executed by and between WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, 1811 SE Inner Loop, Georgetown, TX 78626, hereinafter referred to as "AGENCY", and the CITY OF LEANDER, TEXAS, a home rule municipal corporation organized under the laws of the State of Texas, hereinafter referred to as the "City", P.O. Box 319, Leander, Texas 78646, acting by and through their duly authorized representatives. AGENCY and City may be referred to herein as "Parties."

WHEREAS, the City of Leander is a local government as defined in Section 791.003 of the Texas Government Code, and

WHEREAS, Agency is a Texas non-profit organization whose mission is to provide a safe place to report child abuse, reduce the emotional trauma for children and non-offending family members, and extend professional services that protect the integrity of an investigation; and

WHEREAS, the goals of the Agency include (a) providing a child sensitive environment; (b) crisis intervention; (c) victim advocacy; (d) forensic interviewers; (e) medical and mental health referrals; and (f) investigation, prosecution, and treatment of child abuse cases; and

WHEREAS, The City has requested federal assistance from the "Community Project Funding" program in support of the Children's Center, subject to use limitations. The request is pending; and

WHEREAS, both AGENCY and the City desire to enter into this Agreement to provide for the use of funds granted by the City for the benefit of the Leander community;

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the City, the parties ~~contract, covenant and~~ agree ~~to provide certain governmental services and functions~~ as follows:

Section 1. Assistance. The City ~~of Leander~~ will provide assistance to the AGENCY to be used for services that support the goals of the AGENCY, in an amount not to exceed $32,000 (the "Grant") for the term of this Agreement. Contingent upon the appropriation of funds requested by the City under the Community Project Funding program, the City may consider authorizing additional funding.

Section 2. Conflict of Interests. AGENCY ~~covenants and agrees~~represents that it presently has no interest and will not acquire~~,~~a direct or indirect~~, an~~ interest~~,~~ which conflicts with its efficient, diligent, and faithful performance of the terms of this ~~contract and~~ agreement. This agreement shall not be assigned or transferred by AGENCY without prior written consent of the City.

Section 3. Agreement Period. This Agreement shall commence on October 1, ~~2021~~2022, and shall continue in effect until September 30, ~~2022~~ 2023 unless terminated in writing by the City or

AGENCY by giving thirty days' notice of termination to the other party. In the event of early termination by AGENCY, the AGENCY shall repay the City a pro rata share of the Grant, prorated over the one- year term of this Agreement. Terms governing repayment of the Grant shall survive the term of this Agreement until fulfilled.

Section 4. Reporting. The AGENCY will provide the City with an annual report on the use of the funds or credit allocated to ~~them~~ AGENCY by September 1 of each year. Contingent upon the appropriation of funds requested by the City under the Community Project Funding program, the City may require additional reporting.

Section 5. Repayment of Funds. AGENCY shall repay the City the Grant, less any reductions as provided in this subsection, within ten (10) days of notice by the City in the event that AGENCY fails to use the Grant as provided in this Agreement. For each quarter that AGENCY uses the Grant as provided in this Agreement, AGENCY's obligation to repay the Grant shall be reduced by $8,000.00.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents and officers.

SIGNED AND APPROVED this the _____ day of October 2022.

CITY OF LEANDER

_____
Christine DeLisle, Mayor

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER

_____
Kerrie Stannell, Chief Executive Officer

ATTEST:

_____
Dara Crabtree, City Secretary

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, INC.

FINANCIAL STATEMENTS WITH INDEPENDENT AUDITORS' REPORT

YEARS ENDED SEPTEMBER 30, 2021 AND 2020

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, INC.

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ATCHLEY & ASSOCIATES LLP
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Williamson County Children's Advocacy Center, Inc.

Opinion

We have audited the accompanying financial statements of Williamson County Children's Advocacy Center, Inc. (WCCAC) which comprise the statements of financial position as of September 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WCCAC as of September 30, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of WCCAC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about WCCAC's ability to continue as a going concern within one year after the date that the financial statements are issued.

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of WCCAC internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about WCCAC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Atchley & Associates, LLP

Austin, Texas
May 12, 2022

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, INC.
STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2021 AND 2020

	2021	2020
ASSETS		
Current assets		
Cash and cash equivalents	$ 478,642	$ 463,873
Receivables		
Medical exams	3,340	14,395
Special events	1,250	1,250
Grants	183,138	289,605
Other	7,500	27,750
Total current assets	673,870	796,873
Beneficial interest in assets held by community foundations	897,857	849,194
Property and equipment, net	465,515	510,125
Total assets	$ 2,037,242	$ 2,156,192
LIABILITIES AND NET ASSETS		
Current liabilities		
Accrued liabilities	$ 1,309	$ 5,222
Total liabilities	1,309	5,222
Net assets		
Net assets without donor restrictions		
Board designations	897,857	849,194
Undesignated	1,101,848	1,271,871
Total net assets without donor restrictions	1,999,705	2,121,065
Net assets with donor restrictions	36,228	29,905
Total net assets	2,035,933	2,150,970
Total liabilities and net assets	$ 2,037,242	$ 2,156,192

The accompanying notes to financial statements are an integral part of these statements.

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, INC.
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2021

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
REVENUES AND OTHER SUPPORT			
Grants and contracts	$ 1,143,897	$ -	$ 1,143,897
Contributions	600,222	45,410	645,632
Sales revenue	7,327	-	7,327
In-kind support	24,111	-	24,111
Special events	152,334	-	152,334
Medical exams	129,202	-	129,202
Investment return	391	-	391
Other income	2,678	-	2,678
Net gain on beneficial interest in assets held by community foundations	148,663	-	148,663
Net assets released from donor imposed restrictions	39,087	(39,087)	-
Total revenues and other support	2,247,912	6,323	2,254,235
EXPENSES			
Program services			
Client services	1,537,551	-	1,537,551
Total program services	1,537,551	-	1,537,551
Supporting services			
General and administrative	579,365	-	579,365
Fundraising	252,356	-	252,356
Total supporting services	831,721	-	831,721
Total expenses	2,369,272	-	2,369,272
CHANGE IN NET ASSETS	(121,360)	6,323	(115,037)
NET ASSETS			
Beginning of year	2,121,065	29,905	2,150,970
End of year	$ 1,999,705	$ 36,228	$ 2,035,933

The accompanying notes to financial statements are an integral part of these statements.

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, INC.
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2020

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
REVENUES AND OTHER SUPPORT			
Grants and contracts	$ 1,352,185	$ -	$ 1,352,185
Contributions	691,911	32,581	724,492
In-kind support	33,065	-	33,065
Special events	103,790	-	103,790
Medical exams	122,867	-	122,867
Investment return	553	-	553
Other income	2,026	-	2,026
Net gain on beneficial interest in assets held by community foundations	75,593	-	75,593
Net assets released from donor imposed restrictions	4,941	(4,941)	-
Total revenues and other support	2,386,931	27,640	2,414,571
EXPENSES			
Program services			
Client services	1,628,510	-	1,628,510
Total program services	1,628,510	-	1,628,510
Supporting services			
General and administrative	350,469	-	350,469
Fundraising	131,373	-	131,373
Total supporting services	481,842	-	481,842
Total expenses	2,110,352	-	2,110,352
CHANGE IN NET ASSETS	276,579	27,640	304,219
NET ASSETS			
Beginning of year	1,844,486	2,265	1,846,751
End of year	$ 2,121,065	$ 29,905	$ 2,150,970

The accompanying notes to financial statements are an integral part of these statements.

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED SEPTEMBER 30, 2021

	Program Services	Supporting Services		
	Client Services	General and Administrative	Fund Raising	Total
EXPENSES				
Personnel	$ 1,164,450	$ 438,778	$ 84,380	$ 1,687,608
Professional services	189,081	71,248	13,702	274,031
Training and meetings	23,212	8,746	1,682	33,640
Miscellaneous	39,200	14,771	2,841	56,812
Occupancy	24,216	9,125	1,755	35,096
Supplies	15,905	5,993	1,153	23,051
Special events	-	-	120,939	120,939
Repairs and maintenance	19,652	7,405	1,424	28,481
Insurance	8,928	3,364	646	12,938
Printing and publications	17,512	6,599	1,269	25,380
Telephone	4,379	1,650	317	6,346
In-kind	-	-	20,001	20,001
Postage	234	88	17	339
Interest	-	-	-	-
Total expenses before depreciation	1,506,769	567,767	250,126	2,324,662
Depreciation	30,782	11,598	2,230	44,610
Total expenses	$ 1,537,551	$ 579,365	$ 252,356	$ 2,369,272

The accompanying notes to financial statements are an integral part of these statements.

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED SEPTEMBER 30, 2020

	Program Services	Supporting Services		
	Client Services	General and Administrative	Fund Raising	Total
EXPENSES				
Personnel	$ 1,240,311	$ 266,902	$ 62,801	$ 1,570,014
Professional services	198,879	42,797	10,070	251,746
Training and meetings	30,526	6,569	1,546	38,641
Miscellaneous	32,423	6,977	1,642	41,042
Occupancy	31,223	6,720	1,581	39,524
Supplies	31,700	6,821	1,605	40,126
Special events	-	-	19,963	19,963
Repairs and maintenance	693	149	35	877
Insurance	9,432	2,030	477	11,939
Printing and publications	8,593	1,848	435	10,876
Telephone	4,761	1,024	241	6,026
In-kind	-	-	28,955	28,955
Postage	1,292	278	65	1,635
Interest	-	31	-	31
Total expenses before depreciation	1,589,833	342,146	129,416	2,061,395
Depreciation	38,677	8,323	1,957	48,957
Total expenses	$ 1,628,510	$ 350,469	$ 131,373	$ 2,110,352

The accompanying notes to financial statements are an integral part of these statements.

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	2021	2020
OPERATING ACTIVITIES		
Change in net assets (decrease)	$ (115,037)	$ 304,219
Adjustments to reconcile change in net assets to net cash provided by (used by) operating activities		
Depreciation	44,610	48,957
Net gain on beneficial interest in assets held by community foundations	(148,663)	(75,593)
Changes in assets and liabilities that provided (used) cash:		
Accounts receivable		
Medical exams	11,055	(1,812)
Special events	-	6,050
Grants	106,467	(177,015)
Other	20,250	(27,000)
Accrued liabilities	(3,913)	(25,797)
Net cash provided by (used by) operating activities	(85,231)	52,009
INVESTING ACTIVITIES		
Proceeds from beneficial interest in assets held by community foundations	100,000	-
Net cash provided by (used by) investing activities	100,000	-
FINANCING ACTIVITIES	-	-
NET INCREASE (DECREASE) IN CASH	14,769	52,009
CASH AND CASH EQUIVALENTS		
Beginning of year	463,873	411,864
End of year	$ 478,642	$ 463,873

The accompanying notes to financial statements are an integral part of these statements.

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 1: DESCRIPTION OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Organization

Nature of activities - Williamson County Children's Advocacy Center, Inc., a Texas nonprofit corporation (WCCAC), was incorporated May 1, 1997, and began operations October 1, 1997. WCCAC's mission is to provide a safe place to report child abuse, reduce the emotional trauma for children and non-offending family members, and extend professional services that protect the integrity of an investigation.

WCCAC receives grant funds from Williamson County, Children's Advocacy Centers of Texas, National Children's Alliance, United Way of Williamson County, the Office of the Governor - Criminal Justice Division, and certain cities within Williamson County as well as contributions from other cities within Williamson County and the general public.

Summary of Significant Accounting Policies

Basis of accounting and presentation - The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP). Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor imposed restrictions.

Estimates - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash and cash equivalents - Cash equivalents consist primarily of funds invested in short-term interest-bearing accounts. WCCAC considers all highly liquid investments purchased with initial maturities of three months or less to be cash equivalents.

Property and equipment - Purchased property and equipment are recorded at cost. Donations of property and equipment are recorded as support at their estimated fair market value at the date of donation. Leasehold improvements are depreciated on the straight-line basis over 15 to 30 years. Furniture and equipment are depreciated on the straight-line basis over 4 to 10 years.

Contributions - All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as support with donor restrictions that increases that net asset class. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from donor imposed restrictions.

NOTE 1: DESCRIPTION OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Summary of Significant Accounting Policies - Continued

Donated services - Donated services are recognized if the services received (a) create or enhance nonfinancial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

Public support, revenue and receivables - WCCAC receives substantially all its grant and contract revenue from state and county agencies. Revenue recognition depends on the terms of the contract. Unconditional promises to give are recorded as received. Unconditional promises to give due in the next year are reflected as current promises to give and are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reflected as long-term promises to give and recorded at the present value of their net realizable value, discounted using risk-free interest rates applicable to the years in which the promises are received. All other accounts receivable are considered past due based upon contractual terms of the underlying agreement. Any allowance for doubtful accounts is based on prior years' experience and management's analysis of possible bad debts.

Functional Expenses - The costs of providing program and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among program services and supporting services benefited. Such allocations are determined by management on an equitable basis. All expenses are allocated based on time and effort.

Income taxes - WCCAC is exempt from federal income taxes under Section 501(c)(3) of the internal Revenue Code and therefore has made no provision for federal income taxes in the accompanying financial statements. WCCAC has also been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a) and qualifies for deductible contributions as provided in Section 170(b)(l)(A)(vi). There was no unrelated business income for the years ended September 30, 2021 and 2020.

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Section 740 requires extensive disclosures about certain tax positions. The requirements of this standard are applicable to nonprofit organizations. WCCAC evaluates any uncertain tax positions using the provisions of FASB ASC 450. Accordingly, a loss contingency is recognized when it is probable that a liability has been incurred as of the date of the financial statements and the amount of the loss can be reasonably estimated. The amount recognized is subject to estimate and management's judgment with respect to the likely outcome of each uncertain tax position.

NOTE 1: DESCRIPTION OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Summary of Significant Accounting Policies - Continued

WCCAC does not believe that it has engaged in any situation that would result in an uncertain tax position. As a result, management does not believe that any uncertain tax positions currently exist and therefore, no loss contingency has been recognized in the accompanying financial statements. WCCAC's policy is to record any income tax related penalties and interest incurred as general and administrative expenses. There were no income tax related penalties and interest for the years ended September 30, 2021 and 2020. WCCAC is no longer subject to income tax examination by federal authorities for years prior to 2018.

Fair Value measurements - FASB ASC 820-10 establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820-10 are described as follows:

Level l - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date;

Level 2 - Inputs to the valuation methodology are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models of other valuation methodologies; and

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

Subsequent Events: Management of WCCAC has evaluated subsequent events for disclosure through the date of the Independent Auditors' Report, the date the financial statements were available to be issued.

NOTE 2: CONCENTRATION OF CREDIT RISK

Financial instruments which potentially subject WCCAC to credit risk consist of cash and cash equivalents. WCCAC places its cash and cash equivalents with a limited number of high quality financial institutions and may exceed the amount of insurance provided on such deposits. At September 30, 2021, there was $149,083 in cash balances which were not Federal Deposit Insurance Corporation (FDIC) insured or bank guaranteed.

NOTE 3: GRANTS RECEIVABLE

Grants receivable are deemed to be fully collectible by management and are receivable in less than one year. As of September 30, 2021 and 2020, grants receivable consists of grants and contracts as follows:

	2021	2020
Office of Governor - Criminal Justice Division	$ 87,958	$ 215,346
Office of Governor - Other Victim Assistance Grants	9,929	17,352
Children's Advocacy Centers of Texas	85,251	56,907
Total grants receivable	$ 183,138	$ 289,605

NOTE 4: BENEFICIAL INTEREST IN ASSETS HELD BY COMMUNITY FOUNDATIONS

WCCAC has an endowment fund agreement with Chisholm Trail Community Foundation (CTCF) and Greater Round Rock Community Foundation, Inc. (GRRCF) for which WCCAC is the sole named beneficiary (Note 6). Disbursements may be made at the discretion of WCCAC's Board of Directors and with CTCF's and GRRCF's approval when the fund balance is in excess of $10,000. CTCF and GRRCF retain the rights to modify any condition or restriction on the distribution of funds if in their sole judgment, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with area charitable needs. WCCAC measures its beneficial interest in assets held by the community foundations at fair value on a recurring basis, which as of September 30, 2021 and 2020, totaled $897,857 and $849,194, respectively.

	2021		2020	
	Fair Value Measurements Using Input Type		Fair Value Measurements Using Input Type	
Portfolio investment pools	Level 2	Total	Level 2	Total
CTCF	$ 422,763	$ 422,763	$ 359,996	$ 359,996
GRRCF	475,094	475,094	489,198	489,198
Total	$ 897,857	$ 897,857	$ 849,194	$ 849,194

WCCAC's methodology used to measure the fair values of portfolio investment pools were derived from valuation of underlying assets held by CTCF and GRRCF.

NOTE 5: PROPERTY AND EQUIPMENT

The following is a summary of property and equipment as of September 30, 2021 and 2020:

	2021	2020
Leasehold improvements	$ 784,702	$ 784,702
Furniture and equipment	228,846	228,846
Total	1,013,548	1,013,548
Less: Accumulated depreciation	(548,033)	(503,423)
	$ 465,515	$ 510,125

Depreciation expense for the years ended September 30, 2021 and 2020, was $44,610 and $48,957, respectively.

NOTE 6: NET ASSETS AND ENDOWMENT FUNDS

As required by GAAP, net assets associated with endowment funds, including funds designated by WCCAC's board of directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions. Undesignated funds were donated to WCCAC in prior years and the board of directors decided to designate the proceeds for establishment of an endowment with the CTCF in 2007 named the Williamson County Children's Advocacy Fund (WCCAC Fund) and with GRRCF in 2011 named the Williamson County Children's Advocacy Center Endowment (WCCAC Endowment) (Note 4).

As of September 30, 2021 and 2020, WCCAC's board of directors had designated $422,763 and $359,996, respectively, of net assets without donor restrictions in WCCAC Fund and $475,094 and $489,198 in the WCCAC Endowment, respectively.

WCCAC holds these funds with CTCF and GRRCF to preserve them for the long-term benefit of WCCAC. WCCAC wishes to maintain the original fair value of all gifts as of the date of the board designation absent explicit board stipulations to the contrary. As a result of this policy, WCCAC classifies as board-designated net assets without donor restrictions (a) the original value of board-designated gifts to this endowment, (b) the original value of subsequent board designated gifts to this endowment, and (c) accumulations to the endowment fund in excess of any distributions made. Certain accumulations to the endowment may be distributed to WCCAC upon recommendation of the finance committee of the board of directors, approval of the board of directors and as provided for in the agreement with CTCF and GRRCF.

NOTE 6: NET ASSETS AND ENDOWMENT FUNDS - CONTINUED

WCCAC's policy was created to protect the value of the endowment. Its investment policy is conservative and minimizes risk and promotes diversification of funds when possible. The investment policy attempts to maximize the total return consistent with acceptable levels of risk. Endowment assets are invested with CTCF and GRRCF in a well-diversified asset mix that is intended to result in a consistent inflation protected rate of return.

Actual returns in any given year may vary. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed by the CTCF and GRRCF so as to not expose WCCAC Fund and WCCAC Endowment to unacceptable levels of risk.

Changes in endowment net assets for the years ended September 30, 2021 and 2020, are as follows:

	2021	2020
Endowment net assets, beginning of year	$ 849,194	$ 773,601
Investment return, net	148,663	75,593
Appropriated	(100,000)	-
Endowment net assets, end of year	$ 897,857	$ 849,194

NOTE 7: RELATED PARTIES

During the years ended September 30, 2021 and 2020, WCCAC received contributions of approximately $14,212 and $17,929, respectively, from various members of the board of directors. These amounts represent actual cash contributions and are included in contributions in the accompanying statement of financial activities.

NOTE 8: AVAILABLE RESOURCES AND LIQUIDITY

The following represents WCCAC's financial assets at September 30, 2021 and 2020:

	2021	2020
Financial assets at year-end		
Cash and cash equivalents	$ 478,642	$ 463,873
Receivables	195,228	333,000
Beneficial interest in assets held by community foundations	897,857	849,194
Total financial assets at year-end	1,571,727	1,646,067
Less		
Board-designated net assets not available	(897,857)	(849,194)
Net assets with donor restrictions	(36,228)	(29,905)
	(934,085)	(879,099)
Financial assets available to meet cash needs for general expenditures over the next twelve months	$ 637,642	$ 766,968

As a 501(c)(3) organization, WCCAC receives significant contributions each year from donors, which are available to meet annual cash needs for general expenditures. All board-designated funds can be made available to meet operating needs if necessary. During the years ended September 30, 2021 and 2020, WCCAC was able to meet its cash needs.

WCCAC receives contributions with donor restrictions to be used in accordance with the associated purpose restrictions. It also receives gifts to establish endowments that will exist in perpetuity; the income generated from such endowments can be used to fund programs.

WCCAC considers investment income without donor restrictions, appropriated earnings from donor-restricted and board-designated (quasi) endowments, contributions without donor restrictions and contributions with donor restrictions for use in current programs which are ongoing, major, and central to its annual operations to be available to meet cash needs for general expenditures. Annual operations are defined as activities occurring during WCCAC's fiscal year.

WCCAC manages its cash available to meet general expenditures following three guiding principles: operating within a prudent range of financial soundness and stability, maintaining adequate liquid assets, and maintaining sufficient reserves to provide reasonable assurance that long term grant commitments and obligations that support mission fulfillment will continue to be met, ensuring the sustainability of WCCAC.

NOTE 9: SUMMARY OF GRANTS AND CONTRACTS

Williamson County Children's Advocacy Center, Inc. was funded through the following grants and contracts for the year ended September 30, 2021:

Funding Source	Grant/Contract Period	Total Grant/ Contract	Recognized Support Prior Year	Recognized Support Current Year	Unused Balance on Grant/ Contract
Children's Advocacy Centers of Texas	09/01/20 - 08/31/21	$ 341,208	$ 20,487	$ 320,721	$ -
Children's Advocacy Centers of Texas	09/01/21 - 08/31/22	342,421	-	25,487	316,934
Office of Governor Criminal Justice Division*	10/01/18 - 09/30/20	739,217	-	739,217	-
Other Victim Assistance Grants	9/1/2020-8/31/2021	42,000	-	24,648	17,352
Other Victim Assistance Grants	9/1/2021-8/31/2022	45,000	-	2,824	42,176
City of Round Rock					
City of Round Rock	10/1/20-9/30/21	32,000	-	16,000	16,000
City of Hutto	10/01/19-9/30/20	15,000	-	15,000	-
Total				$ 1,143,897	

There was no deferred revenue related to these grants and contracts at September 30, 2021.

* This contract was amended during the year which increased the total grant amount.

NOTE 9: SUMMARY OF GRANTS AND CONTRACTS - CONTINUED

Williamson County Children's Advocacy Center, Inc. was funded through the following grants and contracts for the year ended September 30, 2020:

Funding Source	Grant/Contract Period	Total Grant/ Contract	Recognized Support Prior Year	Recognized Support Current Year	Unused Balance on Grant/ Contract
Children's Advocacy Centers of Texas*	09/01/19 - 08/31/20	$ 337,774	$ 20,842	$ 316,932	$ -
Children's Advocacy Centers of Texas	09/01/19 - 08/31/20	341,208	-	20,487	320,721
Office of Governor Criminal Justice Division*	10/01/19 - 09/30/20	1,473,439	623,873	849,566	-
Other Victim Assistance Grants	10/01/19-09/30/20	42,000	-	42,000	-
City of Round Rock	10/01/19 - 09/30/20	32,000	-	32,000	-
City of Hutto	10/01/19 - 09/30/20	15,000	-	15,000	-
Georgetown Health Fund	07/01/20-06/30/21	35,000	-	35,000	
Payroll Protection Program		41,200	-	41,200	
Total				$ 1,352,185	

There was no deferred revenue related to these grants and contracts at September 30, 2020.

* This contract was amended during the year which increased the total grant amount.

NOTE 10: IN-KIND SUPPORT

The value of donated services and goods and the corresponding expenses included in the financial statements for the years ended September 30, 2021 and 2020, are as follows:

	2021	2020
In-kind support	$ 24,111	$ 33,065
In-kind expenses:		
Training and meetings	4,110	4,110
Miscellaneous	20,001	28,955
Total in-kind expenses	$ 24,111	$ 33,065

NOTE 11: NET ASSETS

At September 30, 2021 and 2020, assets whose uses were restricted by the donors contributing the funds are as follows:

	2021	2020
Clothes Closet	$ 36,228	$ 29,905

NOTE 12: COMMITMENTS

On October 3, 2006, WCCAC and Williamson County (the County) entered into a Memorandum of Understanding (MOU) that will remain in effect until October 2, 2035, unless terminated on an earlier date by mutual written agreement. WCCAC entered into a lease agreement with the County for two acres of land on which a new building was constructed using $500,000 of County funds. WCCAC used $745,377 of its funds to complete building construction which is included in leasehold improvements (Note 5). Per the MOU, WCCAC engages in activities on these premises that are in accordance with its mission and in compliance with Article III, Section 52 of the Texas Constitution.

The thirty-year lease agreement with the County for two acres of land with its improvements was signed on October 3, 2006, and includes monthly lease payments of $2,000 commencing upon occupancy of the new building in October 2007. Lease expense of $24,000 for each of the years ended September 30, 2021 and 2020, is included in occupancy on the statements of functional expenses. The lease agreement may be extended for no more than two additional ten (10) year terms. Per the MOU, the County further agreed to allow WCCAC, at its choice, to acquire the leased premises, with its improvements, at or before the end of the lease term, conditioned upon WCCAC fulfilling all the terms and conditions stated in the MOU and lease agreement. The sales price as set forth in the MOU would be the fair market value of the land at date of conveyance less (l) fifty percent (50%) of the fair market value of the land at date of conveyance and (2) all lease payments made to date.

NOTE 12: COMMITMENTS - CONTINUED

At September 30, 2021, future minimum lease payments are as follows:

September 30,		
2022	$	18,036
2023		461
	$	18,497

ATCHLEY & ASSOCIATES LLP
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

Board of Directors
Williamson County Children's Advocacy Center
1811 SE Inner Loop
Georgetown, Texas 78626

We have audited the financial statements of Williamson County Children's Advocacy Center (WCCAC) as of and for the year ended September 30, 2021 and have issued our report thereon dated May 12, 2022. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated February 22, 2022, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of WCCAC solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and our firm have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by WCCAC is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2021. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive estimates affecting the financial statements are:

- Management's estimate of the useful lives of fixed assets. This estimate is based on past experience with similar assets.

- Estimated value of beneficial interest in assets held by community foundations which is based on net asset value on the shares in the investment pool.

- Estimate of allocations of functional expenses based on criteria at Note 1.

- Estimate of allowance for doubtful accounts based on management's experience with historical collections.

We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements

identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to WCCAC's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated May 12, 2022.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings or Issues

In the normal course of our professional association with WCCAC, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, business conditions affecting the entity, and business plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as WCCAC's auditors.

This report is intended solely for the information and use of the Board of Directors and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have regarding this report. We appreciate the opportunity to be of service to Williamson County Children's Advocacy Center.

Atchley & Associates, LLP

Austin, Texas
May 12, 2022

May 12, 2022

Atchley & Associates, LLP
1005 La Posada Drive
Austin, Texas 78752

This representation letter is provided in connection with your audits of the financial statements of Williamson County Children's Advocacy Center (WCCAC) which comprises the statements of financial position as of September 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements. We confirm that we are responsible for the fair presentation in the financial statements of financial position, results of activities, and cash flows in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audits:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated February 22, 2022 for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
5. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
6. With respect to drafting the financial statements, we have performed the following:
    a. Made all management decisions and performed all management functions;
    b. Assigned a competent individual to oversee the services;
    c. Evaluated the adequacy of the services performed;
    d. Evaluated and accepted responsibility for the result of the service performed; and
    e. Established and maintained internal controls, including monitoring ongoing activities.

7. The following have been properly recorded and/or disclosed in the financial statements:
   a. All leases and material amounts of rental obligations under long-term leases.
   b. Concentrations of credit risk.
   c. All recordable contributions, by appropriate net asset class.
   d. All significant estimates and material concentrations known to management that are required to be disclosed in accordance with the Risks and Uncertainties Topic of the FASB Accounting Standards Codification. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets for which events could occur that would significantly disrupt normal finances within the next year.
   e. Reclassifications between net asset classes.
   f. Allocations of functional expenses based on reasonable basis.
   g. Composition of assets in amounts needed to comply with all donor restrictions.
   h. Board designated net assets without donor restrictions.
   i. Assets and liabilities measured at fair value in accordance with the Fair Value Measurements and Disclosures Topic of the FASB Accounting Standards Codification.

Information Provided

8. We have provided you with:
   a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
   b. Additional information that you have requested from us for the purpose of the audit;
   c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
   d. Minutes of the meetings of directors, and committees of directors, or summaries of actions of recent meetings for which minutes have not yet been prepared.
9. All transactions have been recorded in the accounting records and are reflected in the financial statements.
10. We have no knowledge of allegations of fraud or suspected fraud, affecting the entity's financial statements involving:
    a. Management.
    b. Employees who have significant roles in the internal control.
    c. Others where the fraud could have a material effect on the financial statements.
11. We have no knowledge of any allegations of fraud or suspected fraud affecting WCCAC's financial statements received in communications from employees, former employees, or others.
12. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
13. We are not aware of any pending or threatened litigation and claims that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP and we have not consulted legal counsel concerning litigation or claims.

14. We have disclosed to you the identity of the entity's related parties and all the related-party relationships and transactions of which we are aware.

15. We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect WCCAC's ability to record, process, summarize, and report financial data.

16. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

17. We have no plans or intentions that may materially affect the carrying value or classification of assets. In that regard:

    a. WCCAC has no significant amounts of idle property and equipment.

    b. WCCAC has no plans or intentions to discontinue operations or to discontinue any significant program.

    c. Provision has been made to reduce all assets that have permanently declined in value to their realizable values.

18. We are responsible for making the accounting estimates included in the financial statements. Those estimates reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take. In that regard, adequate provisions have been made:

    a. To reduce receivables to their estimated net collectable amounts.

19. There are no:

    a. Violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.

    b. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by the Contingencies Topic of the FASB Accounting Standards Codification.

    c. Guarantees, whether written or oral, under which WCCAC is contingently liable.

    d. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances.

    e. Security agreements in effect under the Uniform Commercial Code.

    f. Amounts of contractual obligations for construction and/or purchase of real property, equipment, other assets, and intangibles.

20. WCCAC has satisfactory title to all owned assets.

21. We have complied with all aspects of contractual agreements, grants, and donor restrictions that would have a material effect on the financial statements in the event of noncompliance.

22. We have received a determination from the Internal Revenue Service that we are exempt from federal income taxes as a Section 501(c)(3) not-for-profit corporation, and we have complied with the IRS regulations regarding this exemption.

23. We are responsible for determining that significant events or transactions that have occurred since the statement of financial position date and through the date of this letter have been recognized or disclosed in the financial statements. No events or transactions have occurred subsequent to the statement of financial position date and through the date of this letter that would require recognition or disclosure in the financial statements. We further represent that, as of the date of this letter, the financial statements

were complete in a form and format that complied with U.S. GAAP, and all approvals necessary for issuance of the financial statements had been obtained.

24. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

Williamson County Children's Advocacy Center

Kerrie Stannell, CEO

Kelli Gaba, Director of Finance

AGENDA ITEM # 14

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of Funding Agreement by and between the City of Leander and Opportunities for Williamson & Burnet Counties, Inc. (OWBC) for Fiscal Year 2023 in the amount of $10,000.00.

BACKGROUND:

Section 13.05 of the City's Home Rule Charter states that a written contract for services shall be executed prior to any nonprofit, community service organization receiving City funds. Such contracts shall establish the terms, conditions and services to be provided, and shall require an annual audit of the nonprofit organization. The City began supporting the OWBC Meals-on-Wheels and congregate meals program (Senior Center) in Leander in FY 2009 and has contributed $10,000.00 annually to the OWBC since FY 2018. More information about OWBC can be found at https://www.owbc-tx.org/meals-on-wheels/.

According to the OWBC, the following statistics apply to service to Leander seniors:

- Ninety-four (94) - Home Delivery Clients
- Eighteen hundred fifty-seven (1,853) - home-delivered meals each month
- Thirty-nine (39) - registered Congregate Meal participants

For both home-delivered meals and congregate meals, a person must be over sixty (60) years old to qualify. For home-delivered meals, the client must be homebound by reason of illness, incapacitating disability, or frailty. Other criteria include those who are unable to prepare meals due to limited mobility, psychological or mental impairment, unable to safely prepare nourishing and well-balanced meals, and are without resources such as family, friends, or other community services to provide them with meals. There are no financial qualifications for either program; however, home-delivered meals programs are focused on low-income participants.

RECOMMENDATION:

Approve FY 2023 Agreement with Opportunities for Williamson & Burnet Counties, Inc.

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Fiscal Year:	2023
Amount Requested:	10,000.00
Budgeted Y/N:	Y
Account(s) :	01-53-5790

SUMMARY:

OWBC Contractual Services - Senior Nutrition Program

Attachments

1. Agreement

2. Leander Stats
3. OWBC 2021 Audit

COUNTY OF WILLIAMSON §

STATE OF TEXAS §

FUNDING AGREEMENT

This **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is executed by and between **OPPORTUNITIES FOR WILLIAMSON & BURNET COUNTIES, INC.**, 604 High Tech Drive Georgetown, Texas 78626, hereinafter referred to as "OWBC", and the **CITY OF LEANDER**, Texas, a home rule municipal corporation organized under the laws of the State of Texas, hereinafter referred to as the "City", P.O. Box 319, Leander, Texas 78646, acting by and through their duly authorized representatives.

WHEREAS, the City of Leander is a local government as defined in 791.003 of the Texas Government Code, and

WHEREAS, OWBC is a Texas non-profit corporation that provides the services described herein to the Leander community, and

WHEREAS, both OWBC and the City desire to enter into this Agreement to provide for the use of funds granted by the City for the benefit of the Leander community;

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the City, the parties contract, covenant and agree to provide certain governmental services and functions as follows:

Section 1. Assistance. The City of Leander will provide assistance to the OWBC to be used for the Meals-On-Wheels Program located in Leander for services to the Leander community, including but not limited to providing meals to participants aged 60 and older, or disabled persons, in an amount not to exceed $10,000 (the "Grant") for the term of this Agreement.

Section 2. Conflict of Interests. OWBC covenants and agrees that it presently has no interest and will not acquire, direct or indirect, an interest, which conflicts with its efficient, diligent faithful performance of the terms of this contract and agreement. This agreement shall not be assigned or transferred by OWBC without prior written consent of the City.

Section 3. Agreement Period. This Agreement shall commence on October 1, 2022, and shall continue in effect until September 30, 2023 unless terminated in writing by the City or the OWBC by giving thirty days notice of termination to the other party. In the event of early termination by OWBC, the OWBC shall repay the City a pro rata share of the Grant, prorated over the one-year term of this Agreement. Terms governing repayment of the Grant shall survive the term of this Agreement until fulfilled.

Section 4. Reporting. The OWBC will provide the city with an annual report on the use of the funds or credit allocated to them by September 1 of each year, which funds shall be used for the Meals-On-Wheels program located in Leander. The report shall include the number of City of Leander citizens who have benefited directly from the donation as well as a general statement of the use of the funds.

Section 5. Repayment of Funds. OWBC shall repay the City the Grant, less any reductions as provided in this subsection, within ten (10) days of notice by the City in the event that OWBC fails to use the Grant as provide in this Agreement. For each quarter that OWBC uses the Grant as provided in this Agreement, OWBC's obligation to repay the Grant shall be reduced by $2,500.00.

Section 6. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by the City and the OWBC and authorized by both parties.

Section 7. Captions. The descriptive captions of this Agreement are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.

Section 8. Severability. The sections, paragraphs, clauses and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of the Agreement 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, or paragraphs, and sections of this Agreement.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement by their duly authorized agents and officers.

SIGNED AND APPROVED this the ___ day of October, 2022.

CITY OF LEANDER

_____

Christine DeLisle, Mayor

OWBC

Marco Cruz

Marco Cruz, Executive Director

ATTEST:

_____

Dara Crabtree, City Secretary

Opportunities
for Williamson & Burnet Counties

604 High Tech Drive, Georgetown, TX 78626
www.owbc-tx.org

October27, 2022

To: Robert G. Powers
Executive Finance Director
City of Leander, Texas

From Marco Cruz
Executive Director

RE: Statistics Meals on Wheels

Hello Robert,

Enclosed are the monthly statistics for the OWBC Meals on Wheels program in Leander Bagdad Activity Center 351, North Bagdad Road for program year 2022.

94 Home Delivery Clients
1853 home delivered meals each month
39 Registered Congregate meal participants

Please contact me if you need additional information.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.

Financial Statements

Independent Auditor's Reports

Single Audit Reports

Supplementary Information

November 30, 2021

WEST, DAVIS & COMPANY, LLP
Certified Public Accountants
Austin, Texas

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
AUDITED FINANCIAL STATEMENTS AND SINGLE AUDIT REPORTS
NOVEMBER 30, 2021

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WEST, DAVIS & COMPANY, LLP
CERTIFIED PUBLIC ACCOUNTANTS
GARY W. DAVIS, C.P.A. 11824 JOLLYVILLE ROAD, SUITE 100 gary@westdavis.com
ROBERT H. WEST, C.P.A. AUSTIN, TEXAS 78759 bob@westdavis.com
ROBERT H. WEST, JR., C.P.A. TELEPHONE 503-828-6650 rob@westdavis.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Williamson-Burnet County Opportunities, Inc.
Georgetown, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of Williamson-Burnet County Opportunities, Inc. (a nonprofit organization), which comprise the statement of financial position as of November 30, 2021, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Williamson-Burnet County Opportunities, Inc. as of November 30, 2021, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Williamson-Burnet County Opportunities, Inc.'s 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 24, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended November 30, 2020 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the basic financial statements of Williamson-Burnet County Opportunities, Inc. taken as a whole. The accompanying schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulations (CFR) Part 200,* Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*,* and the combining schedule of revenues and expenses - project level, are presented for purposes of additional analysis, and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and the combining schedule of revenues and expenses - project level are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 25, 2022, on our consideration of Williamson-Burnet County Opportunities, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Williamson-Burnet County Opportunities, Inc.'s internal control over financial reporting and compliance.

West, Davis & Company, LLP

Certified Public Accountants
Austin, Texas
April 25, 2022

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.

STATEMENT OF FINANCIAL POSITION

NOVEMBER 30, 2021

(WITH COMPARATIVE TOTALS FOR 2020)

Assets

	2021	2020
Current assets:		
Cash and cash equivalents	$ 1,829,308	$ 1,921,555
Investments	1,885,843	-
Accounts receivable	1,484,262	1,304,769
Prepaid expenses and deposits	38,201	49,532
Total current assets	5,237,614	3,275,856
Property and equipment, at cost:		
Land	103,189	408,363
Buildings and improvements	8,691,384	17,054,728
Furniture and equipment	1,279,566	1,150,143
Less accumulated depreciation	(4,409,602)	(9,773,023)
Property and equipment, net	5,664,537	8,840,211
Total assets	$ 10,902,151	$ 12,116,067

Liabilities and Net Assets

	2021	2020
Current liabilities:		
Accounts payable	$ 653,231	$ 608,936
Accrued expenses	596,746	499,062
Deposits	-	68,167
Deferred revenues	28,559	88,256
Current portion of long-term debt	94,630	316,357
Total current liabilities	1,373,166	1,580,778
Long-term debt, net of current portion	1,464,126	7,297,573
Total liabilities	2,837,292	8,878,351
Net Assets		
Without donor restrictions	4,600,308	493,571
With donor restrictions	3,464,551	2,744,145
Total net assets	8,064,859	3,237,716
Total liabilities and net assets	$ 10,902,151	$ 12,116,067

The accompanying notes are an integral part of the financial statements.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.

STATEMENT OF ACTIVITIES

YEAR ENDED NOVEMBER 30, 2021

(WITH COMPARATIVE TOTALS FOR 2020)

	Without Donor Restrictions	With Donor Restrictions	Total	2020
Revenues and other support:				
Grants and contracts	$ 12,190,574	$ 891,356	$ 13,081,930	$ 12,043,430
Rent and rental assistance	541,350	-	541,350	1,559,440
Contributions	316,046	-	316,046	341,163
Program fees and reimbursements	39,845	-	39,845	40,210
Other revenue	7,344	-	7,344	15,830
Gain/(loss) on sale of property	4,121,283	-	4,121,283	(24,372)
In-kind contributions	4,491,913	-	4,491,913	4,452,966
Net assets released from restrictions	170,950	(170,950)	-	-
Total revenues and other support	21,879,305	720,406	22,599,711	18,428,667
Expenses:				
Program services:				
Head Start	11,490,233	-	11,490,233	11,212,763
Meal distribution	2,150,217	-	2,150,217	1,838,775
Housing	582,735	-	582,735	1,429,252
Social services	1,593,280	-	1,593,280	804,111
Total program services	15,816,465	-	15,816,465	15,284,901
Supporting services:				
General and administrative	1,918,118	-	1,918,118	2,467,830
Fundraising	37,985		37,985	101,157
Total supporting services	1,956,103	-	1,956,103	2,568,987
Total expenses	17,772,568	-	17,772,568	17,853,888
Increase (decrease) in net assets	4,106,737	720,406	4,827,143	574,779
Net assets at beginning of year	493,571	2,744,145	3,237,716	2,662,937
Net assets at end of year	$ 4,600,308	$ 3,464,551	$ 8,064,859	$ 3,237,716

The accompanying notes are an integral part of the financial statements.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED NOVEMBER 30, 2021
(WITH COMPARATIVE TOTALS FOR 2020)

	2021	2020
Cash flows from operating activities:		
Net change in total assets	$ 4,827,143	$ 574,779
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	437,112	637,744
(Gain)/loss on investments	21,920	-
(Gain)/loss on disposition of property and equipment	(4,121,283)	24,372
(Increase) decrease in operating assets		
Accounts receivable	(179,493)	(391,196)
Prepaid expenses and deposits	11,331	25,583
Increase (decrease) in operating liabilities		
Accounts payable	44,295	307,469
Accrued expenses	97,684	76,234
Deposits	(68,167)	2,213
Deferred revenues	(59,697)	62,773
Net cash provided (used) by operating activities	1,010,845	1,319,971
Cash flows from investing activities:		
Purchase of investments held for long term use	(1,907,763)	-
Proceeds from disposition of property and equipment	8,033,340	-
Purchase of property and equipment	(1,173,495)	(181,317)
Net cash provided by investing activities	4,952,082	(181,317)
Cash flows from financing activities:		
Principal payments on notes payable	(6,055,174)	(295,233)
Net cash provided by financing activities	(6,055,174)	(295,233)
Net increase (decrease) in cash	(92,247)	843,421
Cash at beginning of year	1,921,555	1,078,134
Cash at end of year	$ 1,829,308	$ 1,921,555
Supplementary Disclosure of Cash Flow Information:		
Cash paid during the year for interest	$ 253,868	$ 459,506

The accompanying notes are an integral part of the financial statements.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED NOVEMBER 30, 2021

(WITH COMPARATIVE TOTALS FOR 2020)

	Program Services								
	Head Start	Meal Distribution	Housing	Social Services	Total	General and Administrative	Fundraising	2021 Total	2020
Personnel & fringe benefits	$ 5,114,305	$ 781,000	$ 81,410	$ 294,333	$ 6,271,048	$ 1,036,438	$ 1,221	$ 7,308,707	$ 7,646,008
Program expenses	781,373	507,203	-	1,149,561	2,438,137	330	-	2,438,467	2,165,260
Professional expenses	28,182	13,978	38,174	25,167	105,501	168,143	568	274,212	308,086
Interest expense	90,300	-	124,914	-	215,214	20,966	53	236,233	450,182
Supplies	831,634	111,227	11,244	2,150	956,255	43,340	420	1,000,015	599,440
Insurance	-	-	27,321	-	27,321	94,377	783	122,481	211,346
Automobile and travel expenses	24,019	13,073	-	1,305	38,397	384	2,255	41,036	19,873
Occupancy	249,629	87,414	132,191	10,523	479,757	53,599	514	533,870	700,983
Maintenance and repairs	107,295	61,188	51,753	78,674	298,910	65,113	169	364,192	295,681
Equipment	164,070	10,319	4,237	23,644	202,270	40,645	4,286	247,201	175,812
Conferences and training	125,838	3,356	99	815	130,108	10,766	456	141,330	96,999
Fundraising expenses	-	-	-	-	-	-	20,959	20,959	-
Miscellaneous	34,554	10,027	3,544	7,108	55,233	54,753	4,854	114,840	93,508
In-kind expenses	3,939,034	551,432	-	-	4,490,466	-	1,447	4,491,913	4,452,966
Total expenses before depreciation	11,490,233	2,150,217	474,887	1,593,280	15,708,617	1,588,854	37,985	17,335,456	17,216,144
Depreciation	-	-	107,848	-	107,848	329,264	-	437,112	637,744
Total expenses	$ 11,490,233	$ 2,150,217	$ 582,735	$ 1,593,280	$ 15,816,465	$ 1,918,118	$ 37,985	$ 17,772,568	$ 17,853,888

The accompanying notes are an integral part of the financial statements.

Note 1 - The Company and Summary of Significant Accounting Policies

Williamson-Burnet County Opportunities, Inc. (WBCO), which operates under the assumed name of Opportunities for Williamson and Burnet Counties is a not-for-profit organization that was incorporated on November 19, 1965. WBCO was organized for the purpose of promoting self-sufficiency and enabling persons to live in dignity and decency through providing a wide variety of social services and economic opportunity programs benefiting low and moderate-income persons. WBCO has a 15-member Board of Directors as its governing body.

The significant accounting policies followed by Williamson-Burnet County Opportunities, Inc. are described below to enhance the usefulness of the financial statements to the reader.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP) and the principles of fund accounting. Fund accounting is the procedure by which resources for various purposes are classified for accounting purposes in accordance with activities and objectives specified by donors.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with the disclosure and display requirements of the Financial Accounting Standards Board (FASB) as set forth in its Accounting Standards Update 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities.* Under these provisions, net assets and all balances and transactions are presented based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of WBCO and changes therein are classified and reported as follows:

> Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of WBCO. These net assets may be used at the discretion of WBCO's management and the board of directors.
>
> Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of WBCO or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Contributions, which include unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value. All other support that is restricted by the donor is reported as an increase in net assets with donor restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the

statement of activities as net assets released from restrictions. Support that is restricted by the donor is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the support is recognized.

Fees for service receipts from consumers and government agencies are recognized in the period earned. Reimbursable earnings not yet received from grantors and consumers are recorded as receivables. Funds received in excess of actual earnings are recorded as deferred revenue. Expenditures for goods and services are recorded at the time goods are received or services are rendered.

Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their used is restricted by explicit donor stipulation or by law. Expirations of temporary restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as net assets released from restrictions.

In-Kind Contributions

Donated materials and other non-cash contributions are reflected in the accompanying statements at their estimated fair market value at date of receipt. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

Contributions of services are recognized if the services received create or enhance non-financial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Other volunteer services that do not meet these criteria are not recognized in the financial statements.

Cash and Cash Equivalents

For purposes of the financial statements, the organization considers all liquid investments having initial maturities of three months or less to be cash equivalents. Cash and cash equivalents reflected in the accompanying financial statements represent operating cash on hand in six accounts in the amount of $1,829,308 at November 30, 2021.

Investments

Investments are presented at their fair values based on quoted values in published sources. Realized and unrealized gains and losses from investments are reflected in the statement of activities.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management evaluates the need for an allowance for doubtful accounts applicable to its accounts receivable based on various factors, including an assessment of the credit worthiness of its donors and customers, aging of the amount due and historical experience. At November 30, 2021, 98% of WBCO's accounts receivable balances are through contracts with governmental agencies. No provision for bad debts has been made in the financial statements as management believes all receivables are collectible.

Prepaid Expenses

WBCO, in the ordinary course of business, is required to make payments for certain costs in advance of the actual occurrence of an expense. These prepayments are expensed as the related cost is incurred or over the life of the associated benefit period using a straight-line calculation.

Fair Value Measurements

Investments are shown at their estimated fair value in accordance with FASB ASC 820, "Fair Value Measurements and Disclosures". Certain financial instruments are carried at cost on the balance sheet, which approximates fair value due to their short-term, highly liquid nature. These instruments include cash and cash equivalents, accounts and grants receivable, prepaid and accrued expenses, and accounts payable.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the organization believes its valuation methods are appropriate and consistent with other organizations, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Capital Assets and Depreciation

Property and equipment represents the cost of acquisition and construction of the facilities, including capitalization of professional fees associated with construction and taxes incurred during the construction period, as well as land improvements and furniture and equipment with unit costs of over $5,000. If acquired by gift, the asset is recorded at the fair market value at the date of the gift. Contributions of property and equipment are reported as contributions without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as donor restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor.

Depreciation of property and equipment is computed using the straight-line method based on the estimated useful lives as follows:

Buildings and improvements	15-31.5 years
Furniture and equipment	5-20 years

Maintenance and repairs are charged to operations when incurred. Betterments and renewals are capitalized when the unit cost of the item is over $5,000. When property and equipment are sold or otherwise disposed of, the asset account and related accumulated depreciation account are relieved, and any gain or loss is included in operations. In the event of termination or separation of certain grant agreements, equipment purchased in a whole or in part with certain grant funds may be required to be returned to the funding source.

Accrued Vacation Payable

Under the terms of WBCO's personnel policy, employees are granted up to 160 vacation hours per year, depending on the length of employment. In the event of termination, an employee is paid for up to 200 unused vacation hours, depending on the length of employment. The liability for accumulated vacation leave is recorded when earned by the employee. At November 30, 2021, the liability for unused vacation leave was $160,728.

Fundraising

From time to time, WBCO conducts fundraising activities and special events in order to assist in program operations. All revenue received from such events in excess of expenses, are used for current program operations.

Income Taxes

WBCO is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. In addition, WBCO qualifies for the charitable contribution deduction under IRC Section 170(b)(1)(A) and has been classified as an organization that is not a private foundation under IRC Section 509(a)(2). No provision for income taxes has been made in the accompanying financial statements, as there are no activities subject to unrelated business income tax.

On January 1, 2009, WBCO adopted the provisions of Interpretation ("FIN") No. 48, "Accounting for Uncertainty in Income Taxes - an Interpretation of FASB Statement No. 109" (ASC 740). ASC 740 prescribes a new threshold for determining when an income tax benefit can be recognized, which is a higher threshold than the one imposed for claiming deductions on income tax returns. The adoption of ASC 740 did not have any impact on WBCO’s financial statements.

WBCO's federal tax returns are subject to possible examination by the taxing authorities until the expiration of the related statutes of limitations on those tax returns. In general, the federal income tax returns have three year statute of limitations.

Concentration of Risk

Cash and Cash Equivalents - WBCO maintains its deposits in high credit quality financial institutions. Those balances may exceed insured limits. WBCO's deposits exceeded the insured limits in two financial institutions by $1,230,002 at November 30, 2021.

Receivables - WBCO has outstanding grants, rental fees and other receivables at times throughout the year. Based on historical data, management does not consider there to be any significant credit losses associated with those receivables. Therefore, management has not established an allowance for uncollectible amounts for any of those receivables.

Revenue - WBCO received approximately 52% of its total revenue for the year ended November 30, 2021 from the Head Start Program, exclusive of in-kind contributions.

Expenses

Costs by their natural classification are presented in the statement of functional expenses. The costs of providing various programs and other activities of WBCO have been summarized on a functional basis by the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenditures benefiting all segments of WBCO are allocated to programs in proportion to the benefits received from shared expenditures. Such allocations are determined by management on an equitable basis. The expenses that are allocated include the following:

Expense	Method of Allocation
Central office staff salaries and benefits	Time and effort
Professional services	Time and effort
Office expenses	Time and effort
Insurance	Square footage
Occupancy	Square footage
Depreciation	Square footage
Travel and training	Time and effort

Reclassifications

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires that management make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

Note 2 – Availability and Liquidity

Williamson-Burnet County Opportunities has $5,199,413 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditures consisting of cash of $1,829,308, investments of $1,885,843, and accounts receivable of $1,484,262. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the statement of financial position. The accounts receivable are expected to be collected within one year. WBCO has a goal to maintain financial assets, which consist of cash and cash equivalents, on hand to meet 90 days of normal operating expense, which are, on average, approximately $3,200,000. WBCO has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

Note 3 – Investments

Williamson-Burnet County Opportunities maintains an investment account with Merrill Lynch with a total value of $1,885,843 at November 30, 2021.

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for which prices are readily available for identical assets and have the highest priority, Level 2 inputs consist of observable inputs other than quoted prices for identical assets, and Level 3 inputs consist of unobservable inputs that are not corroborated by market data and have the lowest priority. Certain securities are classified as Level 2 if the value is derived principally from the market value of underlying limited partnership investments, nonpublicly traded securities, or other real estate-related investments which are priced daily to reflect market value. Certain amounts may be classified as Level 3 if the fair value is based on pooled accounts with multiple sources of valuation, which may include market data and/or quoted market prices from active markets.

Fair values of investments measured at November 30, 2021 are as follows:

	Total	Level 1	Level 2	Level 3
Equities	$ 916,400	$ 916,400	$ -	$ -
Mutual funds	678,439	678,439	-	-
Corporate bonds	291,004	-	291,004	-
Total	$1,885,843	$1,594,839	$ 291,004	$ -

Note 4 - Accounts Receivable

Accounts receivable consist of the following at November 30:

	2021	2020
Head Start - ACF	$ 968,435	$ 734,109
Child Care Food Program (CACFP) - TDA	27,492	22,622
Emergency Mortgage Assistance - TDHCA	66,538	-
Comprehensive Energy Assistance - TDHCA	117,378	100,166
Community Service Block Grant - TDHCA	88,022	85,452
Senior meals - CAPCO	106,887	214,683
Other grants and contracts	94,905	30,550
Burnet Senior Housing management fees	14,605	10,206
Cedar Ridge tenant rents	-	106,981
Total	$ 1,484,262	$ 1,304,769

At November 30, 2021, $11,250 of WBCO's receivable balance was over 90 days past due. No allowance for uncollectible amounts is provided since all amounts were deemed collectible.

Note 5 - Property and Equipment

Property and equipment consists of the following at November 30:

	2020	Increases	Decreases	2021
Land	$ 408,363	-	(305,174)	103,189
Furniture and Equipment	1,150,143	216,042	(86,619)	1,279,566
Buildings and Improvements	17,054,728	957,452	(9,320,796)	8,691,384
Total Fixed Assets	18,613,234	1,173,494	(9,712,589)	10,074,139
Accumulated Depreciation	(9,773,023)	5,800,533	(437,112)	(4,409,602)
Net property and equipment	8,840,211	6,974,027	(10,149,701)	5,664,537

Depreciation expense for the year ended November 30, 2021 was $437,112. Head Start facility improvements totaling $589,943, playground equipment totaling $270,358, and vehicles totaling $313,193 were added during the year ended November 30, 2021.

On April 1, 2021, WBCO sold its multi-family housing project at 2702 Bagdad Road with an original cost basis of $9,619,578, less $5,719,185 of accumulated depreciation, for $8 million. Three notes payable totaling $5,963,161 were paid off with the sale proceeds. The remaining $1,961,084 was placed in an investment account at Merrill Lynch to be used for future costs (see note 3).

Note 6 – Restrictions on Net Assets

Revenues earned under grant contracts for specific purposes and other donor contributions with restrictions are recorded as revenues with donor restrictions. At November 30, 2021, net assets with donor restrictions totaling $3,464,551 consists of revenues in excess of expenses for the following programs:

Federal capital assets, net of accumulated depreciation	$ 4,904,992
Less: Transition building note payable (note 7)	(1,440,441)
Total	$ 3,464,551

Donor restricted revenue of $891,356 consists of capitalized Head Start playground and facility improvements. Net assets released from donor restrictions by either the passage of time or incurring expenditures satisfying the restricted purpose during the year ended November 30, 2021 consisted of $170,950 of net decreases in total federal capital assets, net of accumulated depreciation and less note payable balances.

Note 7 – Long-term Debt

The following is a summary of the long-term debt payable at November 30, 2021:

Note payable to RBank secured by the office building located at 604 High Tech Drive, Georgetown, Texas, with a net book value of $209,128. The interest rate is 5.75%. Payments of principal and interest are due monthly in the amount of $1,190 with a final payment of the remaining principal due in March 2033.	$ 118,315
Note payable to RBank secured by the Round Rock Transition building located in Round Rock, Texas with a net book value of $2,623,754. The interest rate is variable and adjusted every five years to prime plus 1% (6% at year end). Payments of principal and interest are due monthly in the amount of $14,251 with a final payment of the remaining principal due in September 2033.	1,440,441
Total long-term debt payable	1,558,756
Less current portion	(94,630)
Long-term portion	$1,464,126

Note 7 – Long-term Debt (Continued)

The annual maturities of the long-term debt at November 30, 2021 are as follows:

Year	Principal	Interest	Totals
2022	$ 94,630	$ 90,664	$ 185,294
2023	100,446	84,848	185,294
2024	106,620	78,674	185,294
2025	113,173	72,121	185,294
2026	120,129	65,524	185,653
Thereafter	1,023,758	222,317	1,246,075
Totals	$ 1,558,756	$ 614,148	$ 2,172,904

Note 8 - Operating Leases Commitments

The organization leases various facilities and office equipment for its programs. The leases are recorded as operating leases. Lease expense for the year ended November 30, 2021 was $114,018. Future minimum payments, excluding common area maintenance expense, on these noncancelable leases are as follows:

Years Ending November 30,	
2022	$ 50,241
2023	74,597
2024	27,744
2025	8,827
2026	5,000
Thereafter	174,997
	$ 341,405

Note 9 – Defined Contribution Pension Plan

WBCO sponsors a defined contribution pension plan available to all of its employees. Contributions by WBCO are between 1% and 5% of the participating employees' compensation. Pension costs were $57,487 for the year ended November 30, 2021. Participating employees must contribute a minimum of 1% and may elect to contribute as much as 100% of their compensation. Employer and employee contributions go toward the purchase of an annuity contract. This arrangement transfers the pension benefit obligation to the insurer, and neither the plan assets nor the pension benefit obligation are recorded on the books of WBCO.

Note 10 – Donated Services, Supplies, and Facilities

WBCO recognized the following in-kind revenue and expenses for the year ended November 30, 2021:

	Head Start	Meals	Fundraising
Volunteer/parent hours	$ 348,188	$ 549,010	$ -
Facilities use	2,856,300	-	-
Education services	628,011	-	-
Other	106,535	2,422	1,447
	$3,939,034	$ 551,432	$ 1,447

Note 11 – Commitments and Contingencies

Litigation: WBCO is subject to asserted and unasserted claims encountered in the normal course of business. WBCO'S management and legal counsel assesses such contingent liabilities and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against WBCO or unasserted claims that may result in such proceedings, WBCO's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein. At November 30, 2021, management affirms there are no asserted or unasserted claims against WBCO which could have a material effect on the financial statements.

Federal and State Grants: Amounts received or receivable from grantor agencies are subject to audit and adjustment by such agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amounts, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although WBCO expects such amounts, if any, to be immaterial.

Note 12 – Economic Dependency

WBCO receives a significant portion of its revenue from funds provided through federal and state grants. The grant amounts are appropriated each year by the federal and state agencies. If significant budget cuts are made at the federal and/or state level, the amount of funds the organization receives could be reduced significantly and have an adverse impact on its operations. Management is not aware of any actions that will adversely affect the amount of funds the organization will receive in the next fiscal year.

Note 13 – Related Party Transactions

WBCO is related through common management to Burnet Senior Housing Opportunities, Inc. (BSHO), a 501 (c)(3) non-profit organization which operates an apartment complex for the elderly under Section 202 of the National Housing Act.

WBCO has a contract to provide management for BSHO. Management fees of $32,925 were earned for the year ending November 30, 2021. BSHO owes WBCO $14,605 at November 30, 2021 which is included in accounts receivable on the statement of financial position.

Note 14 – Evaluation of Subsequent Events

WBCO adopted the provisions of Statement of Financial Accounting Standards ("SFAS") No. 165, "Subsequent Events" (ASC 855), as of January 1, 2009. ASC 855 established new accounting and disclosure requirements for subsequent events. Management has evaluated subsequent events through April 25, 2022, the date on which the financial statements were available to be issued. Management is not aware of any subsequent events that require recognition or disclosure in the financial statements.

REPORTS REQUIRED BY *GOVERNMENT AUDITING STANDARDS*
AND THE UNIFORM GUIDANCE

WEST, DAVIS & COMPANY, LLP
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson-Burnet County Opportunities, Inc.
Georgetown, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Williamson-Burnet County Opportunities, Inc. (WBCO), which comprise the statement of financial position as of November 30, 2021, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 25, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson-Burnet County Opportunities, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of WBCO's internal control. Accordingly, we do not express an opinion on the effectiveness of WBCO's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson-Burnet County Opportunities, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

West, Davis & Company, LLP

Certified Public Accountants
Austin, Texas
April 25, 2022

WEST, DAVIS & COMPANY, LLP
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Williamson-Burnet County Opportunities, Inc.
Georgetown, Texas

Report on Compliance for Each Major Federal Program

We have audited Williamson-Burnet County Opportunities, Inc.'s (WBCO) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of WBCO's major federal programs for the year ended November 30, 2021. WBCO's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Williamson-Burnet County Opportunities, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about WBCO's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Williamson-Burnet County Opportunities, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Williamson-Burnet County Opportunities, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended November 30, 2021.

Report on Internal Control Over Compliance

Management of Williamson-Burnet County Opportunities, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Agency's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

West, Davis & Company, LLP

Certified Public Accountants
Austin, Texas
April 25, 2022

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED NOVEMBER 30, 2021

Federal Grantor/Pass-through Grantor/ Program or Cluster Title	Grant Period	Federal CFDA Number	Contract Number	Federal Expenditures
U.S. Department of Health and Human Services				
Head Start	7/1/20 - 6/30/25	93.600	06CH11583/02	$ 8,481,971
Head Start	7/1/20 - 6/30/25	93.600	06CH11583/02	515,587
Head Start	4/1/21 - 3/31/23	93.600	06HE000750/01	390,555
Total Head Start				$ 9,388,113
Passed through the Capital Area Council of Governments:				
Title III Part B Nutrition Services	10/1/20 - 9/30/22	93.044	AAA13-01	33,924
Title III Part C Nutrition Services	10/1/20 - 9/30/22	93.045	AAA13-01	83,726
Title III Part C Nutrition Services	10/1/20 - 9/30/22	93.045	AAA13-01	738,302
Total Aging Cluster				855,952
Passed through the Texas Department of Housing and Community Affairs:				
Community Service Block Grant	1/1/21 - 3/31/22	93.569	61210003470	300,166
Community Service Block Grant	3/27/20 - 12/31/21	93.569	61200003360	143,341
Community Service Block Grant	2/11/21 - 8/31/21	93.569	61200003494	28,540
Community Service Block Grant	1/1/20 - 12/31/20	93.569	61200003239	29,440
Total Community Service Block Grant				501,487
Passed through the Texas Department of Housing and Community Affairs:				
Low Income Home Energy Assistance Program	1/1/20 - 9/30/21	93.568	58200003177	572,842
Low Income Home Energy Assistance Program	1/1/21 - 12/31/21	93.568	58210003408	367,786
Total Low Income Home Energy Assistance Program				940,628
Total U.S. Department of Health and Human Services				11,686,180
U.S. Department of Agriculture				
Passed through the Texas Department of Agriculture:				
Child and Adult Care Food Program	10/1/20 - 9/30/21	10.558	806780706	217,582
Child and Adult Care Food Program	10/1/21 - 9/30/22	10.558	806780706	61,378
Total Child and Adult Care Food Program				278,960
U.S. Department of Homeland Security				
Passed through the Capital Area United Way:				
Emergency Food and Shelter Program	1/1/20 - 5/31/21	97.024	782400-004	107,714
U.S. Department of Housing and Urban Development				
Passed through the Texas Department of Housing and Community Affairs:				
Community Development Block Grant	6/15/21 - 6/14/22	14.228	70700001014	225,803
Total expenditures of federal awards				$ 12,298,657

See accompanying notes to schedule of expenditures of federal awards.

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED NOVEMBER 30, 2021

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Williamson-Burnet County Opportunities, Inc. and is presented on the accrual basis of accounting and in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

For purposes of this schedule, federal awards include both federal financial assistance received directly from a federal agency, as well as federal funds received indirectly by WBCO from a non-federal agency or other organizations. Only the portion of program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of program expenditures that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

Williamson-Burnet County Opportunities has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Because the Schedule presents only a selected portion of the operations of Williamson-Burnet County Opportunities, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Williamson-Burnet County Opportunities, Inc.

2. Catalog of Federal Domestic Assistance

CFDA Numbers reported in the accompanying schedule of expenditures of federal awards are based on the August 2021 *Assistance Listings.*

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED NOVEMBER 30, 2021

Section 1 - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued - **Unqualified**

Internal control over financial reporting:

- Material weakness(es) identified: ____ Yes ___X___ No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? ____ Yes ___X___ None reported

Noncompliance material to financial statements noted? ____ Yes ___X___ No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified: ____ Yes ___X___ No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? ____ Yes ___X___ None reported

Type of auditor's report issued on compliance for major programs - **Unqualified**

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) OMB? ____ Yes ___X___ No

Identification of Major Programs

- **93.600 - Head Start**
- **93.568 - Low Income Home Energy Assistance Program**
- **14.228 - Community Development Block Grants**

1. Dollar threshold used to distinguish between Type A and Type B programs - **$750,000.**

2. Is the auditee qualified as a low-risk auditee under the Uniform Guidance - Yes

Section 2 - Financial Statement Findings - None

Section 3 - Federal Award Findings and Questioned Costs - None

Section 4 - Prior Year Audit Findings - None

SUPPLEMENTARY INFORMATION

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
COMBINING SCHEDULE OF REVENUE AND EXPENSES - PROJECT LEVEL
YEAR ENDED NOVEMBER 30, 2021

	Head Start 1930	Early Head Start 1935	Head Start T&TA 1940	Early Head Start T&TA 1945	Head Start COVID 1950	Early Head Start COVID 1955	Head Start Rescue 1960
Revenues:							
Grants and contracts	$ 3,887,046	$ 4,465,614	$ 47,469	$ 81,842	$ 348,695	$ 166,892	$ 390,555
Rent and rental assistance	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-
Program fees	-	-	-	-	-	-	-
Other revenue	-	-	-	-	-	-	-
In-kind contributions	903,306	3,035,728	-	-	-	-	-
Investment income	-	-	-	-	-	-	-
Gain/(loss) on sale of property	-	-	-	-	-	-	-
Total Revenues	4,790,352	7,501,342	47,469	81,842	348,695	166,892	390,555
Expenses:							
Personnel & fringe benefits	2,433,238	3,201,363	-	-	-	-	-
Program expenses	408,917	205,610	-	-	-	-	188,202
Professional expenses	79,341	86,606	275	700	-	-	-
Interest expense	47,163	47,002	-	-	-	-	-
Supplies	154,098	246,982	217	217	236,850	101,390	99,740
Insurance	44,869	42,407	-	-	-	-	-
Automobile and travel expenses	364	325	11,239	12,116	-	-	-
Occupancy	131,492	144,670	-	-	2,966	-	-
Maintenance and repairs	(22,291)	104,458	-	-	23,648	11,318	-
Equipment	19,998	22,486	5,649	5,649	85,231	54,184	-
Conferences and training	7,799	33,284	30,089	63,160	-	-	-
Fundraising expenses	-	-	-	-	-	-	-
Miscellaneous	22,359	20,664	-	-	-	-	-
In-kind expenses	903,306	3,035,728	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-
Total expenses	4,230,653	7,191,585	47,469	81,842	348,695	166,892	287,942
Revenues Over (Under) Expenses	559,699	309,757	-	-	-	-	102,613

See independent auditor's report

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
COMBINING SCHEDULE OF REVENUE AND EXPENSES - PROJECT LEVEL (Continued)
YEAR ENDED NOVEMBER 30, 2021

	Child Care Food 3761	Local Parent 3801	CEAP 3591	Meals on Wheels 3031	TXU Energy Aid 3201	Burnet Senior Housing 3890
Revenues:						
Grants and contracts	$ 278,960	$ -	$ 940,628	$ 1,644,339	$ 22,090	$ -
Rent and rental assistance	-	-	-	-	-	-
Contributions	-	860	-	177,210	-	-
Program fees	-	-	-	6,361	-	32,925
Other revenue	-	3,231	-	-	-	-
In-kind contributions	-	-	-	551,432	-	-
Investment income	-	-	-	-	-	-
Gain/(loss) on sale of property	-	-	-	-	-	-
Total Revenues	278,960	4,091	940,628	2,379,342	22,090	32,925
Expenses:						
Personnel & fringe benefits	309,654	-	133,768	883,669	-	12,092
Program expenses	(21,915)	558	768,861	507,203	21,953	-
Professional expenses	-	-	3,632	33,197	-	2,581
Interest expense	-	-	888	372	-	-
Supplies	10,669	3,312	5,372	113,627	-	66
Insurance	-	-	1,567	18,462	-	-
Automobile and travel expenses	-	-	325	13,077	-	-
Occupancy	-	-	9,335	90,354	-	89
Maintenance and repairs	-	-	2,204	62,080	-	-
Equipment	-	-	7,422	14,367	-	477
Conferences and training	108	134	300	4,556	-	143
Fundraising expenses	-	-	-	-	-	-
Miscellaneous	-	87	6,954	18,650	-	203
In-kind expenses	-	-	-	551,432	-	-
Depreciation	-	-	-	-	-	-
Total expenses	298,516	4,091	940,628	2,311,046	21,953	15,651
Revenues Over (Under) Expenses	(19,556)	-	-	68,296	137	17,274

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.
COMBINING SCHEDULE OF REVENUE AND EXPENSES - PROJECT LEVEL (Continued)
YEAR ENDED NOVEMBER 30, 2021

	Cedar Ridge Operating 4000	CDBG TEMAP 3058	CSBG 3171	Agency Admin 3901	Notes/ Capital Asset 3920	Fundraising 3995	Grand Total
Revenues:							
Grants and contracts	$ -	$ 225,803	$ 501,487	$ 55,510	$ -	$ 25,000	$ 13,081,930
Rent and rental assistance	526,592		-	14,758	-	-	541,350
Contributions	-		-	66,144	-	71,832	316,046
Program fees	-		-	559	-	-	39,845
Other revenue	-		-	19,683	-	-	22,914
In-kind contributions	-		-	-	-	1,447	4,491,913
Investment income	77		-	(15,647)	-	-	(15,570)
Gain/(loss) on sale of property	4,005,907		-	125,722	(10,346)	-	4,121,283
Total Revenues	4,532,576	225,803	501,487	266,729	(10,346)	98,279	22,599,711
Expenses:							
Personnel & fringe benefits	81,391	11,388	259,706	(18,783)	-	1,221	7,308,707
Program expenses	-	197,354	161,394	330	-	-	2,438,467
Professional expenses	37,853	15,036	14,297	126	-	568	274,212
Interest expense	124,914	-	1,946	13,895	-	53	236,233
Supplies	11,178	1,206	10,874	3,772	-	445	1,000,015
Insurance	26,022	-	3,804	(15,433)	-	783	122,481
Automobile and travel expenses	-	-	982	353	-	2,255	41,036
Occupancy	132,102	555	21,793	-	-	514	533,870
Maintenance and repairs	51,753	-	6,738	124,115	-	169	364,192
Equipment	4,233	312	17,637	5,270	-	4,286	247,201
Conferences and training	99	-	996	206	-	456	141,330
Fundraising expenses	-	-	-	-	-	20,959	20,959
Miscellaneous	3,468	50	1,320	36,256	-	4,829	114,840
In-kind expenses	-	-	-	-	-	1,447	4,491,913
Depreciation	107,848	-	-	-	329,264	-	437,112
Total expenses	580,861	225,901	501,487	150,107	329,264	37,985	17,772,568
Revenues Over (Under) Expenses	3,951,715	(98)	-	116,622	(339,610)	60,294	4,827,143

See independent auditor's report

AGENDA ITEM # 15

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of purchase of one (1) hydro excavator from Earle Kinlaw & Associates, Inc in the amount of $52,317.74 utilizing the BuyBoard Co-Op Contract #597-19; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Funds are budgeted in the Fiscal Year 2023 budget for purchase of one (1) Hydro Excavator for Public Works Streets Maintenance Department.

- Hydro Excavator - $52,317.74

Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. BuyBoard Contract #597-19 will be used.

RECOMMENDATION:

Staff respectfully requests the approval of purchase of budgeted equipment from Earle Kinlaw & Associates, Inc in and the BuyBoard Co-op contracts noted.

PRESENTER:

Gina M. Ellison, P.E., Public Works Director

Fiscal Impact

Amount requested:	$52,317.74
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	General Fund / 01-21-7100

Attachments

1. Hydro Excavator EKA Price

EKA
P.O. Box 932 • Grayson, GA 30017-0018
770.498.9316 • 866.498.9316 • 770.498.9318 (fax)
EKASales.com

Customer Quote

EKA Quote #	Date	Quote valid until:
11538	9/13/2022	10/31/2022

Name / Address	Delivery Address
City of Leander 607 MUNICIPAL DR LEANDER, TX 78641-1833	

Solicitation number	DEALER/CUSTOMER

EKA Quote Contact	Contract Number	Payment Terms	F.O.B. terms	Dealer
cindy@ekasales.com	597-19	NET 30 DAYS	DEST	DITCH WITCH CTL TX

Item / Description	Qty	Price Each	Total
DITCH WITCH HX30GA With the following configuration: Filter Standard T Filter Debris Tank 500 Gallon Water Tank 80 Gallons Hose and Tooling 3 Inch Controls Right Hand Traffic Prospector Digging Lance Hydraulic Oil Standard Color Standard Trailer Jack Manual #190-2804 - REAR WORK LIGHTS #025-1037 - VT9 500 GAL TRAILER BUYBOARD 597-19	1	52,317.73904	52,317.74

Earle Kinlaw & Associates, Inc. [dba] EKA
DUNS: 075949644 SAM Unique Entity ID:DKRAJNL462K6
TIN:58-1328598 Cage Code:2Y851.
We appreciate the opportunity to serve your government business needs.

Total **$52,317.74**

New Quote

HX30G HYDRO EXCAVATOR

FEATURES & BENEFITS

OPTIMAL POWER

Powered by a 31-hp engine, the HX30G provides power, water pressure and suction in a low-profile unit.

MAXIMUM EFFICIENCY

Equipped with a 542-cfm blower and powerful 4.2-gpm water system capable of 3,000 psi, this vac gives you the suction and efficiency to perform.

LOW-PROFILE DESIGN

The durable, low-profile design features a narrow frame and includes reduced height for easier maneuverability without sacrificing ground clearance.

ENHANCED VERSATILITY

The HX30G comes standard with an 800-gal debris tank or your choice of a 500-gal tank configuration. The 500-gal option, mounted on a VT9 trailer, eliminates the need for a CDL for more convenience and easier transport.

CUSTOMER-DRIVEN INNOVATION

An exclusive hose-storage design allows you to store the hose flat and straight inside the trailer frame for more ease and convenience.

AGENDA ITEM # 16

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of ESRI GIS Enterprise Software license agreement renewal for three (3) years in the annual amount of $61,000.00, for a total contract amount of $183,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Renewal of license agreement with ESRI, the City's GIS Software provider. ESRI provides GIS software and support for internal and external GIS functions.

PRESENTER:

Sean Lafferty, GIS Manager

Fiscal Impact

Amount requested:	$61,000.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	Recurring
Fund source (Operating / Utility / etc.):	Operating

Attachments

1. Agreement

July 19, 2022

Mr. Sean Lafferty
City of Leander
201 N Brushy St
Leander, TX 78641-1742

Dear Sean,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Sean Gill

Quotation # Q-475418

Date: July 19, 2022

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 304085 Contract # ENTERPRISE AGREEMENT

City of Leander
Engineering Dept
201 N Brushy St
Leander, TX 78641-1742

ATTENTION: Sean Lafferty
PHONE: 512-528-2765
EMAIL: slafferty@leandertx.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/14/2022 To: 10/12/2022

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$55,000.00	$55,000.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	$55,000.00	$55,000.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	$55,000.00	$55,000.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168106	1	Year 1	$6,000.00	$6,000.00
ArcGIS Notebook Server Advanced Up to Four Cores Annual Subscription				
168106	1	Year 2	$6,000.00	$6,000.00
ArcGIS Notebook Server Advanced Up to Four Cores Annual Subscription				
168106	1	Year 3	$6,000.00	$6,000.00
ArcGIS Notebook Server Advanced Up to Four Cores Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Sean Gill	s.gill@esri.com	(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

GILLS **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-475418

Date: July 19, 2022

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 304085 Contract # ENTERPRISE AGREEMENT

City of Leander
Engineering Dept
201 N Brushy St
Leander, TX 78641-1742

ATTENTION: Sean Lafferty
PHONE: 512-528-2765
EMAIL: slafferty@leandertx.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/14/2022 To: 10/12/2022

Subtotal:	$183,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$183,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Sean Gill	s.gill@esri.com	(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Tracker for ArcGIS Enterprise
50 ArcGIS Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

AGENDA ITEM # 17

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Acceptance of Public Infrastructure Improvements for the Lost Woods Preserve Phase 3 subdivision.

BACKGROUND:

The Public infrastructure improvements required for the Lost Woods Preserve Phase 3 Subdivision have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this subdivision has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on October 10, 2022 which will provide warranty and maintenance coverage for the public infrastructure improvements through October 10, 2024. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

RECOMMENDATION:

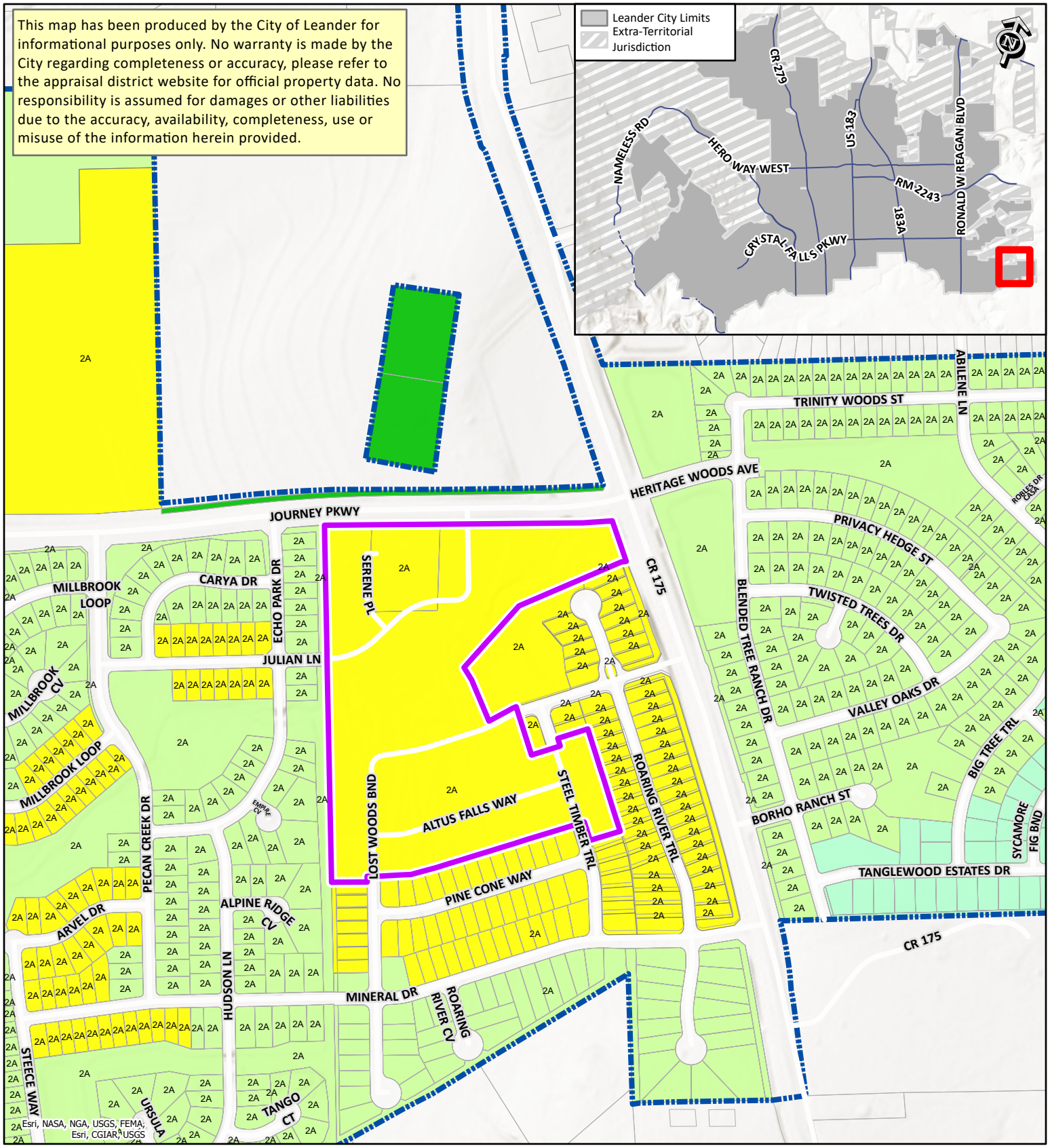
Staff recommends City Council's formal acceptance of the infrastructure improvements for the Lost Woods Preserve Phase 3 Subdivision.

PRESENTER:

Dan Grimsbo, Executive Director of Infrastructure

Attachments

1. Acceptance for Lost Woods Preserve Phase 3



SUBDIVISION ACCEPTANCE

Lost Woods Preserve - 20-PICP-029

City Limits

Accepted Subdivision

RESIDENTIAL

- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFC - Single-Family Compact

City of Leander Geographic Information Systems

N

0 175 350 700

Feet

Engineer's Concurrence
for Project Acceptance

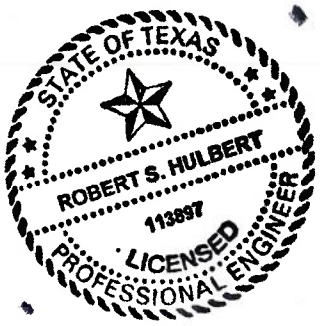
Project: Lost Woods Preserve Phase 3 **Date:** 06/09/22

City of Leander Issued Permit Number: 20-PICP-029

Owner's Name & Address	**Consultant Engineer's Name & Address**
M/I Homes of Austin, LLC	Randall Jones & Associates Engineering, LLC
7600 N. Capital of Texas Hwy, Bldg C, Ste. 250	2900 Jazz St.
Austin, TX 78731	Round Rock, TX 78664

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

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



Signature

Robert S. Hulbert
Typed Name

Randall Jones & Associates Engineering, LLC
Engineering Firm Name

F-9784
Registered Engineering Firm Number

(SEAL)

June 7, 2022

Kyle Kriegel
M/I Homes of Austin, LLC
7600 N. Capital of Texas Hwy., Bldg. C, Suite 250
Austin, Texas 78731

TDLR Project Number: TABS2022016846

PROJECT:
Lost Woods Preserve, Phase 3
3958 Journey Pkwy.
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear Kyle:

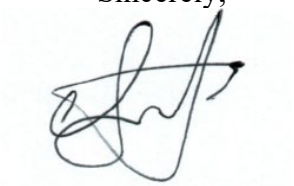
We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

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

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

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

Sincerely,



Arturo Pinero, RAS #1551

cc: Randall Jones Engineering

Inspection Report

Article 9102, T.C.S.
Texas Accessibility Standards (TAS)

Inspection Date: June 7, 2022

TDLR Project Number: TABS2022016846
RAS: Arturo Pinero (License #1551)
Altura Project No: 22-057

PROJECT INFORMATION

Lost Woods Preserve, Phase 3
3958 Journey Pkwy.
Leander, TX 78641

Description: Sidewalks and ramps.

Scope: The scope of the project includes the requirements for TAS 201.1 and Elimination of Architectural Barriers Administrative Rules 68.102

OWNER INFORMATION

Kyle Kriegel
M/I Homes of Austin, LLC
7600 N. Capital of Texas Hwy., Bldg. C, Suite 250
Austin, Texas 78731

The following report identifies violations with the Texas Accessibility Standards (TAS).

No violations of the TAS were found.

REPORT COMMENTS

1. The scope of this report is limited to an inspection for compliance with the 2012 Texas Accessibility Standards (TAS). This report excludes a review for compliance with other accessibility requirements such as the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the 2010 Standards for Accessible Design.
2. The scope of the report excludes an inspection for compliance with building code requirements such as the International Building Code (IBC).
3. The report does not cover any elements or spaces which are not subject to the TAS. The report does not cover any elements or spaces that are outside of the scope of work of this project or outside of the property line as indicated by the construction documents.
4. Contact Arturo Pinero at (512) 410-7059 or at arturo@alturalp.com with any questions or comments.

-END OF REPORT

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC as Principal, whose address is 2937 Hero Way, Leander, TX 78641 and Swiss Re Corporate Solutions America Ins. Corp. a Corporation organized under the laws of the State of Missouri, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Two Hundred Sixty-seven Thousand Thirty-six And 03/100 ($ $267,036.03) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Lost Woods Preserve Phase 3 Public Improvement Construction Plan - 20-PICP-029 (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 22nd day of June, 2022.

Liberty Civil Construction, LLC
Principal

By: _____

Title: Michael Ehrhardt, President

Address:

2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Ins. Corp.
Surety

By: _____

Title: Attorney-in-Fact, Betty J. Reeh

Address:

1200 Main Street, Suite 800

Kansas City, MO 64105

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

Acrisure, LLC dba IBTX

32335 US Highway 281 N, Suite 1201, Bulverde, TX

(Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

GARY W. WHEATLEY, BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,
ANA TOMES, PATRICK COYLE, PATRICIA ANN LYTTLE AND MICHAEL D. HENDRICKSON
JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 29TH day of APRIL, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A. PATEL
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 28, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of June, 2022

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims,** at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

1200 Main Street, Suite 800
Kansas City, MO 64105

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims,** al **1-800-338-0753**.

Usted puede llamr al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

1200 Main Street, Suite 800
Kansas City, MO 64105

Puede escribir al **Departmento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departmento de Seguros de Texas:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departmento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de infromacion y no se converte en parte o condicion del documento adjunto.

RANDALL JONES & ASSOCIATES
ENGINEERING, LLC
2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

June 13, 2022

City of Leander
201 N. Brushy St.
Leander, TX 78641

RE: Lost Woods Preserve Phase 3 (20-PICP-029)
RJE Job# 2851

To Whom It May Concern,

The following cost summary is based on the attached pay estimate from the contractor.

Streets & Erosion Control =	$ 744,240.33
Drainage =	$ 854,140.77
Water =	$ 346,929.64
Wastewater =	$ 259,050.71
Street Lights =	$ 205,517.35
Landscape =	$ 260,481.46
TOTAL =	$2,670,360.26

Maintenance Bond:

Total improvements =	$2,670,360.26
Maintenance bond (10%) =	$ 267,036.03

Inspection Fee:

Total improvements =	$2,670,360.26
Inspection fees (3.5%) =	$ 93,462.61
Currently paid inspection fees =	$ 67,115.32
Remaining inspection fees to be paid =	$ 26,347.29

Please advise of your approval of the maintenance bond amount of **$267,036.03** and remaining inspection fee amount of **$26,347.29**.

Very truly yours,

Robert S. Hulbert, P.E.

STATE OF TEXAS
ROBERT S. HULBERT
113897
LICENSED
PROFESSIONAL ENGINEER

T: cost_summary_cover_ltr

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS '
COUNTY OF WILLIAMSON '

Date: 08/15/2022

Developer: M/I Homes of Austin, LLC.

Contractor/Material Provider ("Affiant"): Liberty Civil Construction, LLC.

Project: **Lost Woods Preserve Phase 3 – 20-PICP-029**

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 15 day of August, 2022.

Initialed: _____

AFFIANT:

Signature: _____

Typed Name: Michael Ehrhardt

Title: President

STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15 day of August, 2022.

[S E A L]

STACY SMALL
Notary Public, State of Texas
Comm. Expires 03-04-2024
Notary ID 11068934

_____
Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 3/4/24

Initialed: _____

AGENDA ITEM # 18

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of Amendment 1 to Task Order KH-02 with Kimley-Horn and Associates, Inc. for professional services to run additional model run scenarios on the Transportation Master Plan (TMP) in the amount of $45,000.00 for a new total amount of $295,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

In August 2020, Council awarded the Transportation Master Plan (TMP) to Kimley-Horn and Associates, Inc. The TMP was adopted by the City of Leander in May 2021. Since that date, the City has continued to grow in ways that challenge the street classifications determined in the TMP.

The nature of the development is such that modeling of the traffic growth and needs is required. Accordingly, the City requested a proposal from Kimley-Horn for additional support for the Transportation Master Plan. This proposal includes required time and materials for both Kimley-Horn and their subconsultant (Cambridge Systematics) to run additional model run scenarios on the TMP model as requested. This amount would cover approximately six (6) model run applications for different scenarios. Compensation for this proposal is an additional amount of $45,000.00. The additional amount brings the total task order to $295,000.00. This amount will not be exceeded without authorization by the City of Leander.

HISTORY/TIMELINE:

August 6, 2020 - Task Order KH-02 with Kimley Horn and Associates under RFQ S20-043 for creation of the Transportation Master Plan - $250,000.00

APPLICANT/AGENT:

Kimley-Horn and Associates

RECOMMENDATION:

Staff requests authorization for the City Manager to negotiate and execute Amendment 1 to Task Order KH-02 in an amount not to exceed $45,000.00.

PRESENTER:

Sarvesh Dhakal, Assistant City Engineer

Fiscal Impact

Amount requested:	$45,000.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	Amended
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	Operating 01-22-5600 Contract

Attachments

1. Amendment 1 to KH-02

2. Task Order KH-02

Amendment 1 to Task Order KH-02 between The City of Leander and Kimley-Horn and Associates, Inc.

AMENDMENT NUMBER 1 DATED January 23, 2020 to the agreement between The City of Leander ("OWNER") and Kimley-Horn and Associates, Inc., ("Engineer") dated January 23, 2020 ("the Agreement") concerning the Roadway Impact Fee Study (the Project").

The Professional has entered into the Agreement with OWNER for the furnishing of professional services, and the parties now desire to amend the Agreement by adding an additional task with a cost of $45,000, increasing the total project cost to $295,000.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Engineer and provisions for additional compensation by the OWNER to the Engineer, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

OWNER:	ENGINEER:
City of Leander	Kimley-Horn and Associates, Inc.
By: _____	By: Douglas Arnold
Title: _____	Title: Contract Specialist
Date: _____	Date: 09/22/2022

Exhibit A to Amendment 1 to Task Order KH-02, dated January 23, 2020.

The services currently authorized to be performed by Engineer in accordance with the Agreement shall be modified as followed:

TASK 1 EXISTING AND FUTURE TRANSPORTATION MODELING

No change from original scope.

TASK 2 MAP DEVELOPMENT

No change from original scope.

TASK 3 PROJECT IDENTIFICATION & PRIORITIES DEVELOPMENT

No change from original scope.

TASK 4 PROJECT EVALUATION & PRIORITIZATION

No change from original scope.

TASK 5 REVIEW OF TRANSPORTATION POLICY AND CODES

No change from original scope.

TASK 6 IMPLEMENTATION PLAN

No change from original scope.

TASK 7 PROJECT MANAGEMENT & COORDINATION MEETINGS

No change from original scope.

TASK 8 ON-CALL UPDATES (HOURLY)

Engineer or its subconsultant will Engineer will prepare for and attend up to an additional six (6) meetings with staff, P&Z, or Council to discuss the additional scenario results. use the 2045 CAMPO model, updated for the City of Leander and validated to base year counts, to run up to 6 scenarios on the Forecast Year models and extract performance measures for each run.

Deliverables: Post-processed assigned volumes and performance measures from up to 6 scenarios for Existing and Forecast Years.

Additional Services

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

- Additional meetings with staff;
- Additional public meetings;
- Revisions to the Transportation Master Plan;
- Traffic Counts; and
- Major re-works required as a result of City comments that are inconsistent with Kimley-Horn's original direction from the City.

This list is included not only to clarify what is included in this scope of services, but to make the Client aware of other project needs that could be met by Kimley-Horn and Associates, Inc., if requested and authorized. Kimley-Horn will not offer inspection or contractor invoicing as part of this project.

Payment Terms

Payment shall be hourly as shown in Article D of this Contract with rates for Engineer and its subconsultant attached. This amount shall be payable by the City hourly based on monthly billing. It is assumed that each scenario will require up to 6 hours from the Engineer and up to 40 hours from its subconsultant for each scenario deliverable in Exhibit A. These hours are assumed in the development of the not to exceed amount of $45,000 for Amendment 1.

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Analyst	$150 - $230
Professional	$200 - $275
Senior Professional I	$240 - $330
Senior Professional II	$295 - $350
Senior Technical Support	$150 - $260
Support Staff	$105 - $135
Technical Support	$95 - $140

Effective through December 31, 2022

Subject to annual adjustment thereafter

Subconsultant Hourly Rates (Cambridge Systematics)

The hourly rates in the table below assume a start date of Oct 1st 2022 and an end date of Oct 1st 2026 with average hourly rates reflecting annual escalation.

Average Hourly Rates

Staff	Role	Average Hourly Rate
Rachel Copperman	Principal in Charge	$335.66
Zeina Wafa	Project Manager	$205.13
Haiyun Lin	Modeler	$171.76

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. KH-02

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 January 23rd, 2020 between the City and Engineer.

PROFESSIONAL ENGINEERING SERVICES – (City of Leander Transportation Master Plan)

A. PROJECT DESCRIPTION

The City has requested Kimley-Horn and Associates, Inc perform professional services described in the attached Exhibit A.

B. SCOPE OF SERVICES

Kimley-Horn and Associates, Inc will perform the services as described in the Scope of Services section of Exhibit A. Scope of Services to be performed by the City are documented in Exhibit C.

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 Lump Sum for Tasks 1-7 in the Scope of Services identified in Exhibit A and hourly for Task 8 in the Scope of Services identified in Exhibit A. Compensation amounts by Task shall be as shown in Exhibit B, not to exceed $250,000. The City shall make payments to the Engineer on a monthly billing basis in accordance with the attached Exhibits.

Invoices for payment under this Contract shall be sent to:

Wayne S. Watts, P.E.
City Engineer
City of Leander
P.O. Box 319
Leander, Texas 78646-0319

E. TIME FOR COMPLETION

The Engineer will work with the City to provide services as requested based on a mutually agreeable schedule. The Engineer will work expeditiously to complete the services in the shortest length of time possible.

APPROVED:

CITY OF LEANDER, TEXAS

By: _____

Title: City Manager

Attest: Dara Crabtree

Date: 08.06.2020

ACCEPTED:

KIMLEY-HORN AND ASSOCIATIES, INC

By: Kai P Hoppers

Title: Vice President

Attest: _____

Date 07-27-20

Exhibit A
Scope of Services
Transportation Master Plan

PROJECT UNDERSTANDING

The Transportation Master Plan is a long-range plan that identifies transportation goals, facilities, and policies the City of Leander needs to consider as it continues to be one of the fastest growing cities in America. Transportation planning is a process that defines future investments that will move people and goods to and from destinations in a safe and efficient manner. Development of the Transportation Master Plan will be a collaborative process that analyzes a variety of alternative scenarios staff and elected officials can make informed decisions about the facilities and policies needed for a fully built-out City of Leander and priorities to aid in implementation of the plan. The analysis and process will be summarized in an Implementation Plan that will have the flexibility to adjust as the City's needs change.

SPECIFIC SCOPE OF SERVICES

Task 1: Existing and Future Transportation Modeling
Task 2: Map Development
Task 3: Project Identification and Priorities Development
Task 4: Project Evaluation and Prioritization
Task 5. Review of Transportation Policy and Codes
Task 6. Implementation Plan
Task 7. Project Management and Coordination Meetings

Task 1. Existing and Future Transportation Modeling

Kimley-Horn and its subconsultant, Cambridge Systematics, will collect socio-demographic and transportation network data at the traffic analysis zone (TAZ) level for the base year (2020) and project the same for the future year (2045). This data will be used to create a calibrated model of travel demand on the street network for the City limits and Extraterritorial Jurisdiction (ETJ)

Task 1.1 – Data Collection and Model Design

Kimley-Horn and Cambridge Systematics will work with City to review the current working structure of the CAMPO 2045 model to update the model for City use. The updated City travel demand model will be built using TransCAD 8.0 and follow the four-step travel demand modeling procedures.

- Kimley-Horn and Cambridge Systematics will provide City with a brief model memo outlining recommendations and locations of screenlines and cutlines, within the City & ETJ boundaries that will be used in the calibration and validation process.
- Kimley-Horn and Cambridge Systematics will obtain data from StreetLight Data Inc. for 50 zones in the City of Leander using the StreetLight InSight® Essentials product to obtain Average Annual Daily Traffic (AADT), traffic volume information, Origin-Destination data, and activity within the zones. Kimley-Horn will use traffic counts, collected while schools were in session, provided by the City of Leander for validation and calibration of StreetLight data.
- Kimley-Horn and Cambridge Systematics will incorporate demographics based on information provided by the City, Census, available Williamson Central Appraisal District (WCAD) parcel data, known developments in progress, and the Future Land Use Map.
- Kimley-Horn and Cambridge Systematics will review and modify the existing Traffic Analysis Zones (TAZs) from the CAMPO travel demand model. The TAZs will be agreed upon prior to modeling work. Any change to the TAZs after modeling would result in additional services.

Deliverable: Model Design Memo, Traffic Count Map (kmz file), Exhibit illustrating revised TAZ network structure.

Task 1.2 - Develop Existing and Build Out Inputs. Kimley-Horn will develop the following demographic projections to for use in Travel Demand Modeling for the City, ETJ, and land in the ETJ under annexation development agreements set to expire in 2021:

- Existing population and employment information by TAZs for the Year 2020;
- Future population and employment projections by TAZs for the Year 2045;

All population information shall be reported by number of persons and number of dwelling units; while all employment data shall be classified as number of square feet of floor area for Basic, Service, and Retail employment. The existing and future datasets will be broken into the agreed upon TAZs. As part of the development of future population and employment projections, Kimley-Horn will conduct a sensitivity analysis to determine impacts of reducing projected auto trips for non-automobile modes (such as transit, biking, or walking). The sensitivity analysis will include up to three (3) alternative sets of assumptions for the different land uses in the future land use plan, including Transit-Oriented Development (TOD). Future year demographic projections will include developments in progress and assumptions for undeveloped sites based on the Future Land Use Map.

The Kimley-Horn team will update the roadway network to reflect the existing roadway network (collected in Task 2.2) for the base model. The Kimley-Horn team will update the build out network to reflect the existing and proposed Master Thoroughfare Plan for Build Out Year Model.

Task 1.3 – Base Year Model

The model will incorporate the completed demographics developed in Task 1.2 to create the 2020 base year model. Kimley-Horn and Cambridge Systematics will work with City staff to verify the base year TAZ boundaries are the desired geographical boundary. Kimley-Horn can refine the TAZ structure based on the review by Leander staff. Kimley-Horn and Cambridge Systematics will review the existing roadway network that should be utilized in the baseline analysis, based on results of Task 2.2, and update the model network accordingly. This includes roadways not included in the CAMPO 2045 model and near-term funded roadway projects identified by the City anticipated to be completed prior to study adoption.

Calibration and validation for each model component will follow the FHWA Model Validation and Reasonableness Checking Manual, Second Edition, 2011. NCHRP Report 716, Travel Demand Forecasting: Parameters and Techniques 2012, will also be used as a guideline document for model parameter range comparison.

Deliverable: Worksheet documenting calibration and validation iterations for base year model; GIS map package (MPK) with model volumes and TAZ network with demographic information, TransCAD model files

Task 1.4 – Build Out Year Model

Future year data is the foundation upon which any successful travel demand forecasting model is built. Future year (or "buildout") demographics developed in Task 1.2 will be applied in the development of the future year model development. Note, outside of Leander City limits, ETJ, and any land in the ETJ under annexation development agreements set to expire in 2021 the 2045 CAMPO model assumptions will be utilized.

Following the base year model validation and the demographic/employment forecasting effort, Kimley-Horn and Cambridge Systematics will develop one future year for scenario planning purposes:

- Forecast future year external-external trips and external-internal trips based on historical traffic data.
- Construct buildout network by modeling updated transportation plan map developed in Task 2.

- Conduct test model run and check reasonableness of network loading for the scenario with horizon year land use data and buildout network.
- Prepare documentation for future year model development and submit to City of Leander for review.

Deliverable: GIS map package (MPK) with model volumes and TAZ network with demographic information, TransCAD model files

Task 1.5 – Scenario Modeling and Documentation

Kimley-Horn and Cambridge Systematics will evaluate up to five (5) transportation scenarios to determine system performance and impacts for various transportation projects. The evaluation of the scenarios will be based on comparisons of each scenario against the chosen metrics. This process will include a variety of methods to determine relative performance sufficient to provide a comparison between each scenario (comparative analysis). Scenarios will be run one either the Base Year or Buildout Year model networks and demographics. It is anticipated that three (3) of these scenarios will include the Base Year model as existing conditions, Future Year model with the current Transportation Plan, and modified Future Year model as the updated Transportation Plan. The additional two (2) scenarios will be discussed with staff for aiding in determination of new connection project impacts, functional classification changes, funding investment scenarios or other scenarios identified by City staff for evaluation.

Documentation for up to five (5) scenarios will include:

- Document the model and modeling process for Base Year and Buildout Year models
- Model performance metrics including daily vehicle-miles traveled, daily vehicle-hours traveled, average trip length, and daily hours of delay
- Segment Level of Service (based on volume to capacity ratio) map for existing and buildout models
- Maps documenting changes in model volumes for different scenarios compared to base year model or existing Thoroughfare Plan

Deliverable: Documentation of models, modeling process, and resulting performance measures; maps documenting level of service on roadway segments; maps documenting model volume changes compares to base year model or existing Thoroughfare Plan

Assumptions: Model will be based on the 2045 CAMPO model; after base models for base year and future year are complete, each additional scenario will take 20 hours to complete

Task 2. Map Development

Task 2.1 – Data Collection

Kimley-Horn will coordinate with the City and other agencies to obtain the following data:

- Current Transportation Plan & Thoroughfare Map
- Comprehensive Master Plan
- Future Land Use Plan
- Zoning Map
- Pedestrian and Bicycle Map
- Parks, Recreation & Open Space Master Plan
- Current Transportation Capital Improvements Plan
- CAMPO 2045 Plan and Transportation Improvement Plan (TIP)
- Pavement Management Information System & Maintenance Projects
- Williamson County Transportation Plan
- Williamson County 2019 Bond Projects

- Adjacent cities' transportation plans
- Historical traffic counts (within last 3 years, prior to March 2020)
- Platted, planned and other vested developments in GIS, if available;
- ETJ to be incorporated in 2021 limits in GIS, if available;
- Development agreements for land in the City Limits and ETJ with expiration dates;
- Available GIS base mapping data (i.e., orthophotos, building footprints, intersection control, contours, lakes, streams, railroads, roads, highways, other natural features, appraisal district parcel data, available ROW information, existing utility locations, future land use maps, current zoning, FEMA flood plain data, parcel data, City Limits, ETJ, etc.). The GIS files will be in ESRI ArcGIS10.x format and projected in NAD 83 State Plane, Central Texas Zone coordinates.
- Building permit history data for previous 5 years with number of dwelling units or square feet Gross Leasable Area (GLA) information

Task 2.2 – Existing Conditions Review and State of Transportation Summary

Kimley-Horn will coordinate with the City to create an inventory of existing roadways (arterials and collectors only) based on the Thoroughfare Plan map (last revised April 16, 2020). The inventory will be completed using aerial photography. This existing inventory database is anticipated to show the number of lanes, condition (ultimate or not) and if it matches the Thoroughfare Plan map ultimate condition. The Kimley-Horn anticipates spending two days (two employees) in the City verifying the existing network. As part of this field work an existing needs assessment will be developed.

Kimley-Horn will complete an analysis of the current transportation system that will be supported by sub-elements. This summary will generally include:

- Why is this Plan Important?
- Describe how transportation strategies impact other community initiatives in the ongoing Comprehensive Plan.
- State of Transportation
  - Opportunities and challenges
  - Changing circumstances (demographic and employment)
  - Relative performance
  - Crash Analysis
  - Multimodal Analysis

Kimley-Horn will coordinate with City staff, the Central Texas Regional Mobility Authority (CTRMA), the Texas Department of Transportation (TxDOT), and Williamson County to determine roadways that are anticipated to change ownership or designation and document the results of the coordination in the State of Transportation Summary document.

Deliverable: Database of transportation system evaluation and State of Transportation Summary document

Assumptions: Up to forty (40) hours will be spent in field evaluations

Task 2.3 – Functional Classification Considerations

Kimley-Horn will incorporate review the results of Task 1 – Modeling to update the functional classifications for the final Transportation Master Plan and final Thoroughfare Plan Map.

Task 2.4 – Alignment Considerations

Kimley-Horn will analyze alignment alternatives at a conceptual level for the Transportation Master Plan. This task anticipates looking at alignments of up to five (5) new roadways identified in the Transportation

Master Plan. The list of five (5) facilities to be reviewed will be confirmed with the City prior to the analysis. Kimley-Horn will work with the City and use available contours, parcel data/right-of-way information, utilities and flood plain data to aid in the recommendation of alignments. Kimley-Horn will rely on the accuracy of the data collected in Task 2.1. No roadway design or survey services are included in this scope of service.

Deliverable: Exhibit with recommended alignment modifications that will be included in the ultimate Transportation Master Plan Map

Assumptions: Anticipated alignment consideration is 5 hours per alignment (25 hours total for 5 alignments)

Task 2.5 – Intersection Improvements

Kimley-Horn will identify intersection improvements to support the overall mobility of the City. These may include traffic signals, turn lanes, roundabouts, and innovative intersections. These improvements will be identified based on Intersection Control Evaluation (ICE) or will be evaluated based on a simplified flow chart evaluation. At up to five (5) locations, ICE analysis will be performed. Kimley-Horn will obtain turning movement counts for 7-9 AM and 4-6 PM at up to five (5) locations on a date when schools are in session for evaluations. Available right-of-way, environmental constraints, overhead electric utility conflicts, crash history for the last three (3) years using the TxDOT Crash Reporting Information System (CRIS) and City of Leander Police Department crash report data, and comparison of intersection performance of up to three (3) alternative traffic control options will be evaluated. Performance evaluations will be performed in Synchro 10® software and evaluate Level of Service, delay, 95% queue lengths, and volume to capacity ratios for the 3 alternatives. Other intersections in the City not evaluated using ICE analysis will be evaluated using a flowchart based on roadway classification of the intersecting roadways in the existing Thoroughfare Plan map. Safety analysis performed at other intersections outside the five (5) selected for ICE will include Leander Police Department Accident hotspot information review, provided by the police department.

Deliverables: Scorecard of intersection control evaluation results for five (5) locations selected by the City; Outline of planning level process flowchart for remaining intersections in City; Map with recommended intersection projects by control type, which will be included on the ultimate Transportation Master Plan Map

Assumptions: Planning level analysis, no warrant studies will be completed

Task 2.6 – Pedestrian and Bicycle Map

This will be a conceptual mapping exercise and will focus on identifying gaps in pedestrian and bike facilities or facility upgrades within a 2-mile radius of existing or planned schools. Results of this exercise will be integrated into the most recent Pedestrian and Bicycle Map as an appendix to the TMP.

Deliverable: Updated map with revision to facility types or new alignments in 2-mile radius of schools

Task 2.7 Cross Sections

Kimley-Horn will review the cross sections developed as part of the existing Transportation Plan and update cross sections with recommended revisions in Steetmix online software. In addition, a table will be developed that includes Average Daily Traffic (ADT) ranges for each roadway functional classification. The table developed can be used for planning purposes to be used as thresholds for classification and cross section determination for roadways in the City of Leander.

Deliverable: Recommended cross sections in PNG format from Streetmix and a table of ADT ranges in XLS format for different roadway classifications and required number of lanes.

Task 2.8 Transit Analysis

Kimley-Horn will collect available ridership data from Capital Metropolitan Transportation Authority (CMTA) for data on service lines in the City limits and ETJ both prior to March 2020 and after March 2020. Kimley-Horn will also collect available data on ridership for the Leander MetroRail transit station. Data will be limited to annual ridership data from 2010-2020. The data collected, along with results of Task 1.2, will be used to develop ridership projections for a low, medium, and high ridership scenario for the Leander MetroRail transit station. Efforts will be made to work with CMTA to determine if demographic information, specifically location of residence of riders, can be made available for analysis of the users of the Leander MetroRail transit station.

Task 3. Project Identification and Priority Development

Task 3.1 – Development of Project List

Kimley-Horn will develop a list of potential transportation enhancement projects in conjunction with City staff through a screening exercise to include up to thirty (30) projects. Potential roadway projects for the screening exercise will be determined in the existing and future needs assessment task that occurs in Task 1.2. Scope of roadway projects will be refined upon the completion of Task 2 when functional classification revisions have been made. Intersection projects will be identified in Task 1.5 for the screening exercise. Any remaining additional projects will be identified by City staff with the Kimley-Horn's assistance. The results of the screening exercise will yield up to twenty (20) projects anticipated to be implemented in a 10-year window to be evaluated and prioritized in Task 4.

Deliverable: Map and table projects for screening; Map of selected projects for prioritization
Assumptions: City will provide current project listing from Transportation CIP

Task 3.2 – Priority Development

Kimley-Horn will work with City staff to develop priorities for transportation project evaluation and prioritization. The following will be led by Kimley-Horn to develop a prioritization tool for use in Task 4:

- Develop a list of up to 10 priority categories with staff for further evaluation (e.g. manage congestion, safety, maintenance, future volumes, economic development, etc.)
- Rank and weight priorities through a priority pyramid exercise with staff and refine to six (6) priorities
- Assign point values for each measure of effectiveness (MOE), which can be stratified into different levels of points for varying levels of effectiveness. Up to eighteen (18) MOEs will be evaluated.

The results of the exercises in this subtask will be used to develop a prioritization tool for ranking projects in a Microsoft Excel spreadsheet.

Deliverable: Prioritization tool in XLS format for use in ranking projects

Task 4. Project Evaluation and Prioritization

Task 4.1 – Project Review and Evaluation

This task will focus on development of a list of high priority roadway and intersection improvement projects for the City. This project listing will identify existing bottlenecks and potential projects for long-term transportation solutions.

Kimley-Horn will use the project ranking system and tool developed in Task 3.2 to evaluate the resulting list of projects identified in Task 3.1. It is envisioned that the ranking system will sort projects based high priority/short-term, medium, or low priority /long-term ranking.

Deliverable: Project map and table sorted by high, medium, and low priority
Assumptions: Project ranking will be limited to 20 projects based on up to 18 measures of effectiveness

Task 4.2 – Develop Roadway and Intersection Preliminary Cost Projections

Kimley-Horn will prepare planning-level cost projections for City-selected future capital improvement projects based on 2020 dollars, likely to be the highest-ranking projects identified in Task 2.3. These cost projections will be based on discussion with City staff, current City design guidelines, recently bid roadway and intersection projects in the City, and previous Kimley-Horn experience with roadway construction costs. Due to the variety of unknowns associated with roadway project cost projections (ROW acquisition, utility relocations, etc.), the planning-level project cost projections used in this analysis should be further refined prior to being used for any future capital improvement planning within the City. Kimley-Horn will develop costs for projects estimated to be in the 10-year CIP, which are anticipated to be high and medium projects identified in Task 4.1.

Deliverable: Project costs summary by priority and individual project costing sheets
Assumptions: Project costing will be limited to high and medium ranked projects

Task 5. Review of Transportation Policy and Codes

Kimley-Horn will review transportation policies and codes that apply to the development of transportation systems. The team will compile a list and reference each policy or ordinance that is applicable to the project. Inconsistencies and gaps in the list will be identified. Based on the results of the evaluation, Kimley-Horn will meet with City staff to compare evaluations and recommendations. These policies will be identified in the Transportation Master Plan but not resolved or developed.

Deliverable: Review of transportation policies and codes, with recommended list of policy revisions for further development.

Task 6. Implementation Plan

Task 6.1 - Documentation

Building on Tasks 1–5, Kimley-Horn will establish a methodology for implementation. As with the system-level evaluation methods, the implementation plan will use a diversified approach that considers transportation performance metrics as well as influencing factors related to transportation objectives, land use, and economic vitality. This implementation plan will be quantitatively based using available data and summarized in the planning document.

The Transportation Master Plan documentation will be summarized in a concise report detailing study overview, State of the City's Transportation, travel demand modeling, project list development and prioritization, scenario modeling, policy recommendations, and implementation plan. The Transportation Master Plan will be summarized on a single map depicting roadway and intersections throughout the City.

Deliverable: Report; Report will be electronic; 10 printed copies (Magazine Format)

Task 6.2 – Transportation Funding 101 Workshop

Kimley-Horn will complete a Transportation Funding 101 workshop. As part of the session, Kimley-Horn will outline the City's preferred funding philosophy, including the City's desire to use debt and/or other funding options such as federal transportation monies and/or grants, etc. The goal of this workshop will be to determine the general principles that should be used to develop a capital funding plan and discuss with the City the potential funding options and sources available to minimize the overall impact of the CIP

implementation on taxpayers. Transportation impact fees, transportation user fees (maintenance), and rough proportionality policies will all be covered in the Transportation Funding 101

Deliverable: Presentation for Transportation Funding 101
Assumptions: Up to four (4) hour workshop with two presenters or two separate two (2) hour meetings

Task 7. Project Management & Meetings

Task 7.1: Work Plan

Kimley-Horn will prepare a Project Management Plan. This will provide a brief understanding of the project, highlight the project team members involved, and include a milestone schedule that assigns target dates to each subtask. Project contacts, data exchange protocols, and invoicing procedures will also be discussed in this document. This up-front documentation will facilitate smooth communication between the project team and the City of Leander.

Task 7.2: Progress Reports and Invoices

Kimley-Horn will review the project schedule and prepare monthly progress reports for review by the City's Project Manager. This is assumed to be an eight (8)-month project. Invoices for all work completed during the period will be submitted monthly (with a progress report) for work performed.

Task 7.3: Coordination Meetings

Kimley-Horn will have bi-weekly coordination calls or web meetings with the project team throughout this project. Meeting summaries will be submitted within ten (10) days. Sixteen (16) coordination meetings will be held.

Task 7.4 – Council Meetings
Kimley-Horn will conduct two (2) Council workshop meetings during the project schedule.

Task 7.5 – Meetings with Other Agencies

Kimley-Horn will conduct one (1) meeting with Leander ISD to discuss current requirements for on-site traffic queuing and circulation for development of policy recommendations in Task 5. Kimley-Horn will conduct one (1) combined meeting with CTRMA, TxDOT, and Williamson County regarding facility ownership or designation transitions anticipated in completion of Task 2.2.

Deliverable: Council Workshop
Assumptions: Two (2) employees at each Council Workshop

Task 8. On-Call Updates (Hourly)

Kimley-Horn will provide support to the City on an as needed basis for up to two years after adoption of the Transportation Master Plan. This contract includes 80 hours of additional needed support.

Exhibit B

Payment Terms

Payment is a lump sum in the amount listed in Article D of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services. The below is provided for the estimated lump sum amount of each task, in addition to an hourly task to be used after completion of the plan for ongoing on-call support for a total of 80 hours for a Not to Exceed (NTE) amount of $15,000.

Task 1 – Existing and Future Transportation Modeling	$72,500 Lump Sum
Task 2 – Map Development	$65,000 Lump Sum
Task 3 – Project Identification and Priority Development	$20,000 Lump Sum
Task 4 – Project Evaluation and Prioritization	$25,000 Lump Sum
Task 5 – Review of Transportation Policy and Codes	$10,000 Lump Sum
Task 6 – Implementation Plan	$15,000 Lump Sum
Task 7 – Project Management and Meetings	$27,500 Lump Sum
Task 8 – On-Call Support	$15,000 Hourly

Exhibit C
Services To be Performed By The City
Transportation Master Plan

SCOPE OF WORK OVERVIEW

Kimley-Horn (K-H) and its subconsultant, Cambridge Systematics (CS), will provide engineering services on a lump sum basis for deliverables in Tasks 1-7 in Exhibit A and services on an hourly basis for Task 8 deliverables in Exhibit A in development of the City of Leander Transportation Master Plan.

SERVICES TO BE PROVIDED BY THE CITY

A. Provide a project coordinator to work with K-H and CS during development of the project.

B. Provide timely review of materials and presentations in advance of project meetings.

C. Provide GIS data information, if available, for use in developing project exhibits in ArcGIS 10.x format, including, but not limited to:

a. Current Transportation Plan Thoroughfare Map
b. Future Land Use Plan
c. Zoning Map, including Transit-Oriented Development (TOD) boundaries
d. Pedestrian and Bicycle Map
e. Parks, Recreation & Open Space Master Plan
f. Existing Utility Locations
g. City Limits
h. Extraterritorial Jurisdiction (ETJ)
i. Platted, planned or other vested development boundaries
j. Planned annexations with current status of annexation
k. Building Footprints
l. Orthophotography
m. Intersection control data (signals, stop signs, and other City-maintained signs or traffic control equipment)
n. Contours
o. Lakes
p. Streams
q. Railroads
r. Available right-of-way information

D. Provide the following information, in XLS, SHP, or DOC formats (if available in those formats, otherwise as PDF):

a. Building permit history data for previous 5 years (with square feet GLA information, if available)
b. Current dwelling unit count (split by single family and multi-family, if available)
c. Existing traffic count data collected between January 2019 to February 2020 while Leander ISD schools were in session

AGENDA ITEM # 19

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Award traffic signal construction and traffic intersection improvement projects 20-CIP-003 (CIP T.33) and 21-CIP-006 (CIP T.68) to Austin Underground, Inc. in the amount of $1,109,231.90; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Both Traffic Signal Intersection Improvements at Bagdad Road & Sonny Drive and Ronald Reagan Boulevard & Hero Way were designed by RPS Infrastructure, Inc. to:

1. Provide roadway reconstruction on Sonny Drive, culvert replacement along Bagdad Road, raising PEC power lines along Bagdad Road, add to or alter sidewalk and ADA curb ramp construction, and new traffic signal with pavement re-grading and re-striping
2. Provide temporary and permanent traffic signals, restriping of pavement markings, and erosion and sedimentation controls at the intersection of Ronald Reagan Blvd. & Hero Way

20-CIP-003 – The Design and Engineering Bid, Task Order RPS-4 (07/09/19) was established at $49,120.00 for project design services. Amendment 1 (12/30/19) added $5,000.00 to RPS-4 to assist in the coordination for the relocation of existing utilities. Amendment 2 (07/30/20) added $6,000.00 to RPS-4 to change the design scope for utilizing newer traffic equipment adopted by the City and coordinate infrastructure conflicts due to progress design drawing comments regarding bringing electrical service underground.

The design and drawings from RPS-4 had reached a level of completion in December 2020. Engineering staff at that time, believing that the original Task Order RPS-4 was subject to a 25% increase limitation, thought it best to initiate a new Task Order.

The new Task Order RPS-10 (05/09/21) was established at $8,985.00 for bid phase administration and construction administration. The project bid on 08/26/21 receiving one bid proposal for $946,431.15, well over the budgeted amount of $555,120.00 and subsequently rejected. CIP, Public Works (PW), and Pedernales Electric Cooperative (PEC) reviewed acceptable options to help reduce project costs. Amendment 1 (02/17/22) added $19,380.00 to RPS-10 to update the project drawings to have PEC install 50-foot tall electric poles to provide the minimal 10-foot clearance above the proposed new signal poles, in-lieu-of running the electrical service underground.

The City's total cost to date is $88,485.00 for the design, engineering, and construction management from RPS Infrastructure, Inc.

21-CIP-006 – The Design and Engineering Bid, Task Order RPS-12 (08/05/21) was established at $49,180.00 for project services. Amendment 1 (02/17/22) added $5,650.00 to RPS-12 for additional services to provide design for a temporary traffic signal due to long lead times for traffic signal structural components. The City's total cost to date is $54,830.00 for design, engineering, and construction management.

Projects 20-CIP-003 and 21-CIP-006 were solicited together to help attract more bid participation and possibly improve pricing proposals.

The solicitation received a single proposal at 2:00 p.m. on August 31, 2022, in the amounts of $565,647.90 for 20-CIP-003, and $543,584.00 for 21-CIP-006 for a combined total contract amount of $1,109,231.90. The Engineering consultant's recommendation of award letter is also attached.

City Staff and the engineering consultant have reviewed the project histories, qualifications, and references of the bidder; and we find that Austin Underground, Inc., has experience with projects of comparable size, scope, and complexity within the last five years and is highly recommended for this work. The Traffic Signal Intersection improvement, Bagdad Road & Sonny Drive (T.33) is included in the FY 2019 and 2022 CIP, which budgeted $555,120.00 for the project's construction and construction phase services. The Traffic Signal Intersection improvement, Ronald Reagan Boulevard & Hero Way (T.68), is included in the FY 2022 CIP, which budgeted $444,000.00 for the project's construction and construction phase services.

RECOMMENDATION:

Staff recommends award of the construction contract for the Construction of Traffic Signal and Traffic Intersection Improvement Projects at Bagdad Road & Sonny Drive and Ronald Reagan Boulevard & Hero Way to Austin Underground, Inc., in the Total Amount of $1,109,231.90, and authorizing the City Manager to negotiate and execute any and all necessary documents.

PRESENTER:

Russell Alabastro, CIP Project Manager

Fiscal Impact

Amount requested:	$1,109,231.90
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	Intersection Impro 58-01-8398

Attachments

1. Bid - Austin Underground
2. CIP Project Sheet
3. Recommendation Letter

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Kay Johnson
Assistant Purchasing Agent
City of Leander Office
Phone (512) 528-2730
kjohnson@leandertx.gov

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
#1	8/5/2022
#2	8/24/2022

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Supplementary Conditions 4.02.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Either Base Bid or Alternate Bid may be used in awarding the Contract.

5.02 Base Bid - Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Traffic Signal – Ronald Reagan Blvd and Hero Way

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
100-6002 (TXDOT)	PREPARING ROW	STA	8	$ 500.00	$ 4,000.00
502-6001 (TXDOT)	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$930.00	$ 930.00
6001-6001 (TXDOT)	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	14	$ 350.00	$4,900.00
160-6003 (TXDOT)	FURNISHING AND PLACING TOPSOIL (4")	SY	182	$ 11.00	$2,002.00

162-6002 (TXDOT)	BLOCK SODDING	SY	182	$12.00	$2,184.00
164-6043 (TXDOT)	DRILL SEEDING (TEMP) (COOL)	SY	182	$6.00	$1,092.00
416-6034 (TXDOT)	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	66	$700.00	$46,200.00
618-6023 (TXDOT)	CONDT (PVC) (SCH 40) (2")	LF	185	$24.00	$4,440.00
618-6029 (TXDOT)	CONDT (PVC) (SCH 40) (3")	LF	365	$28.00	$10,220.00
618-6054 (TXDOT)	CONDT (PVC) (SCH 80) (3") (BORE)	LF	450	$70.00	$31,500.00
620-6007 (TXDOT)	ELEC CONDR (NO.8) BARE	LF	1085	$2.00	$2,170.00
620-6008 (TXDOT)	ELEC CONDR (NO.8) INSULATED	LF	1440	$2.50	$3,600.00
620-6009 (TXDOT)	ELEC CONDR (NO.6) BARE	LF	20	$2.50	$50.00
620-6010 (TXDOT)	ELEC CONDR (NO.6) INSULATED	LF	40	$3.00	$120.00
624-6010 (TXDOT)	GROUND BOX TY D (162922)W/APRON	EA	4	$2300.00	$9,200.00
628-6115 (TXDOT)	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	EA	1	$9700.00	$9,700.00
644-6076 (TXDOT)	REMOVE SM RD SN SUP&AM	EA	3	$310.00	$930.00
666-6036 (TXDOT)	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	710	$2.50	$1,775.00
666-6048 (TXDOT)	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	125	$10.00	$1,250.00
666-6054 (TXDOT)	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	4	$280.00	$1,120.00
666-6063 (TXDOT)	REFL PAV MRK TY I (W)(UTURN ARW)(100MIL)	EA	2	$310.00	$620.00
666-6078 (TXDOT)	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	6	$370.00	$2,220.00
666-6300 (TXDOT)	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	320	$1.50	$480.00
666-6303 (TXDOT)	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	1330	$1.00	$1,330.00
666-6315 (TXDOT)	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	1800	$1.00	$1,800.00
666-6224 (TXDOT)	PAVEMENT SEALER 4"	LF	3450	$0.80	$2,760.00
666-6226 (TXDOT)	PAVEMENT SEALER 8"	LF	710	$1.50	$1,065.00
666-6230 (TXDOT)	PAVEMENT SEALER 24"	LF	125	$5.00	$625.00
666-6231 (TXDOT)	PAVEMENT SEALER (ARROW)	EA	4	$120.00	$480.00
666-6232 (TXDOT)	PAVEMENT SEALER (WORD)	EA	6	$160.00	$960.00
666-6236 (TXDOT)	PAVEMENT SEALER (UTURN ARROW)	EA	2	$160.00	$320.00
672-6009 (TXDOT)	REFL PAV MRKR TY II-A-A	EA	30	$12.00	$360.00
672-6010 (TXDOT)	REFL PAV MRKR TY II-C-R	EA	52	$12.00	$624.00
677-6001 (TXDOT)	ELIM EXT PAV MRK & MRKS (4")	LF	12	$2.50	$30.00
677-6007 (TXDOT)	ELIM EXT PAV MRK & MRKS (24")	LF	84	$10.00	$840.00
677-6008 (TXDOT)	ELIM EXT PAV MRK & MRKS (ARROW)	EA	2	$160.00	$320.00
677-6012 (TXDOT)	ELIM EXT PAV MRK & MRKS (WORD)	EA	2	$190.00	$380.00
680-6002 (TXDOT)	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$61000.00	$61,000.00
681-6001 (TXDOT)	TEMP TRAF SIGNALS	EA	1	$73000.00	$73,000.00
682-6001 (TXDOT)	VEH SIG SEC (12")LED(GRN)	EA	7	$460.00	$3,220.00
682-6002 (TXDOT)	VEH SIG SEC (12")LED(GRN ARW)	EA	2	$460.00	$920.00
682-6003 (TXDOT)	VEH SIG SEC (12")LED(YEL)	EA	7	$460.00	$3,220.00
682-6004 (TXDOT)	VEH SIG SEC (12")LED(YEL ARW)	EA	2	$460.00	$920.00
682-6005 (TXDOT)	VEH SIG SEC (12")LED(RED)	EA	7	$460.00	$3,220.00

682-6006 (TXDOT)	VEH SIG SEC (12")LED(RED ARW)	EA	1	$460.00	$460.00
682-6007 (TXDOT)	VEH SIG SEC (12")LED(GRN U-TURN ARW)	EA	1	$460.00	$460.00
682-6008 (TXDOT)	VEH SIG SEC (12")LED(YEL U-TURN ARW)	EA	1	$460.00	$460.00
682-6009 (TXDOT)	VEH SIG SEC (12")LED(RED U-TURN ARW)	EA	1	$460.00	$460.00
682-6054 (TXDOT)	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	8	$230.00	$1,840.00
682-6056 (TXDOT)	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	1	$280.00	$280.00
684-6031 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	1365	$2.50	$3,412.50
684-6033 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	385	$2.50	$962.50
686-6055 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(50')LUM	EA	2	$46000.00	$92,000.00
686-6059 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(55')LUM	EA	1	$47000.00	$47,000.00
6054-6004 (TXDOT)	ANTENNA (OMNI-DIRECTIONAL)	EA	1	$5,600.00	$5,600.00
6083-6001 (TXDOT)	VIDEO IMAGING AND RAD VEH DETECTION SYS	EA	1	$42000.00	$42,000.00
639S-1 (COA)	ROCK BERM (INSTALL)	LF	74	$45.00	$3,330.00
639S-1 (COA)	ROCK BERM (REMOVE)	LF	74	$3.00	$222.00
642S-1 (COA)	SILT FENCE (INSTALL)	LF	300	$5.00	$1,500.00
642S-1 (COA)	SILT FENCE (REMOVE)	LF	300	$1.00	$300.00
9000 (COL)	INSTALL RED-LIGHT CONFIRMATION LIGHT SYSTEM	EA	1	$5200.00	$5,200.00
500 (TXDOT)	MOBILIZATION (20% OF ALL ITEMS)	LS	1	$40000.00	$40,000.00
Total of all Unit Price Bid Items				$ 543,584.00	

Traffic Signal – Bagdad Road and Sonny Drive

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
100-6002 (TXDOT)	PREPARING ROW	STA	5	$500.00	$2,500.00
104-6015 (TXDOT)	REMOVING CONC (SIDEWALKS)	SY	20	$65.00	$1,300.00
110-6001 (TXDOT)	EXCAVATION (ROADWAY)	CY	43	$93.00	$3,999.00
132-6003 (TXDOT)	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	25	$66.00	$1,650.00
160-6003 (TXDOT)	FURNISHING AND PLACING TOPSOIL (4")	SY	380	$5.00	$1,900.00
162-6002 (TXDOT)	BLOCK SODDING	SY	380	$6.00	$2,280.00
164-6043 (TXDOT)	DRILL SEEDING (TEMP) (COOL)	SY	380	$6.00	$2,280.00
166-6002 (TXDOT)	FERTILIZER	TON	0.02	$2500.00	$50.00
168-6001 (TXDOT)	VEGETATIVE WATERING	MG	3	$38.00	$114.00
340-6004 (TXDOT)	D-GR HMA(SQ) TY-A PG64-22	TON	61	$240.00	$14,640.00
340-6034 (TXDOT)	D-GR HMA(SQ) TY-C PG64-22	TON	34	$230.00	$7,820.00
416-6032 (TXDOT)	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	58	$600.00	$34,800.00
464-6017 (TXDOT)	RC PIPE (CL IV)(18 IN)	LF	105	$150.00	$15,750.00
467-6580 (TXDOT)	SET (REMOVE)	EA	2	$1300.00	$2,600.00
496-6007 (TXDOT)	REMOV STR (PIPE)	LF	78	$48.00	$3,744.00
502-6001 (TXDOT)	BARRICADES, SIGNS AND TRAFFIC	MO	2	$1200.00	$2,400.00

	HANDLING				
508-6001 (TXDOT)	CONSTRUCTING DETOURS	SY	104	$60.00	$ 6,240.00
531-6034 (TXDOT)	CURB RAMPS (TY 7)(MOD)	EA	2	$2400.00	$ 4,800.00
531-6036 (TXDOT)	CURB RAMPS (TY 2)(MOD)	EA	4	$2300.00	$ 9,200.00
618-6023 (TXDOT)	CONDT (PVC) (SCH 40) (2")	LF	135	$24.00	$ 3,240.00
618-6029 (TXDOT)	CONDT (PVC) (SCH 40) (3")	LF	86	$28.00	$ 2,408.00
618-6054 (TXDOT)	CONDT (PVC) (SCH 80) (3") (BORE)	LF	798	$ 70.00	$ 55,860.00
620-6007 (TXDOT)	ELEC CONDR (NO.8) BARE	LF	1,075	$2.00	$ 2,150.00
620-6008 (TXDOT)	ELEC CONDR (NO.8) INSULATED	LF	1,960	$ 2.50	$ 4,900.00
620-6009 (TXDOT)	ELEC CONDR (NO.6) BARE	LF	273	$ 2.50	$682.50
620-6010 (TXDOT)	ELEC CONDR (NO.6) INSULATED	LF	546	$ 3.00	$ 1,638.00
624-6010 (TXDOT)	GROUND BOX TY D (162922)W/APRON	EA	4	$2300.00	$ 9,200.00
628-6115 (TXDOT)	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	EA	1	$9700.00	$ 9,700.00
644-6001 (TXDOT)	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2	$1200.00	$ 2,400.00
644-6076 (TXDOT)	REMOVE SM RD SN SUP&AM	EA	2	$ 310.00	$ 620.00
666-6030 (TXDOT)	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	40	$3.50	$ 140.00
666-6036 (TXDOT)	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	520	$ 2.50	$ 1,300.00
666-6042 (TXDOT)	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	485	$7.50	$3,637.50
666-6048 (TXDOT)	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	119	$ 15.00	$1,785.00
666-6054 (TXDOT)	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	4	$280.00	$1,120.00
666-6057 (TXDOT)	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	2	$ 370.00	$ 740.00
666-6078 (TXDOT)	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	4	$ 370.00	$1,480.00
666-6224 (TXDOT)	PAVEMENT SEALER 4"	LF	2,088	$0.80	$1,670.40
666-6226 (TXDOT)	PAVEMENT SEALER 8"	LF	520	$1.50	$ 780.00
666-6228 (TXDOT)	PAVEMENT SEALER 12"	LF	485	$ 2.50	$1,212.50
666-6230 (TXDOT)	PAVEMENT SEALER 24"	LF	119	$ 5.00	$ 595.00
666-6231 (TXDOT)	PAVEMENT SEALER (ARROW)	EA	4	$ 120.00	$ 480.00
666-6232 (TXDOT)	PAVEMENT SEALER (WORD)	EA	4	$160.00	$ 640.00
666-6234 (TXDOT)	PAVEMENT SEALER (DBL ARROW)	EA	2	$ 160.00	$ 320.00
666-6300 (TXDOT)	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	320	$1.00	$ 320.00
666-6312 (TXDOT)	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	320	$ 1.00	$ 320.00
666-6315 (TXDOT)	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	1,448	$1.00	$1,448.00
672-6007 (TXDOT)	REFL PAV MRKR TY I-C	EA	43	$12.00	$ 516.00
672-6009 (TXDOT)	REFL PAV MRKR TY II-A-A	EA	72	$ 12.00	$ 864.00
677-6001 (TXDOT)	ELIM EXT PAV MRK & MRKS (4")	LF	1,840	$1.00	$ 1,840.00
677-6005 (TXDOT)	ELIM EXT PAV MRK & MRKS (12")	LF	168	$5.00	$840.00
677-6007 (TXDOT)	ELIM EXT PAV MRK & MRKS (24")	LF	42	$10.00	$420.00
680-6002 (TXDOT)	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$61000.00	$61,000.00
682-6001 (TXDOT)	VEH SIG SEC (12")LED(GRN)	EA	8	$460.00	$ 3,680.00
682-6002 (TXDOT)	VEH SIG SEC (12")LED(GRN ARW)	EA	4	$ 460.00	$1,840.00
682-6003 (TXDOT)	VEH SIG SEC (12")LED(YEL)	EA	8	$460.00	$ 3,680.00

682-6004 (TXDOT)	VEH SIG SEC (12")LED(YEL ARW)	EA	8	$460.00	$ 3,680.00
682-6005 (TXDOT)	VEH SIG SEC (12")LED(RED)	EA	8	$460.00	$ 3,680.00
682-6006 (TXDOT)	VEH SIG SEC (12")LED(RED ARW)	EA	4	$460.00	$1,840.00
682-6018 (TXDOT)	PED SIG SEC (LED)(COUNTDOWN)	EA	8	$1200.00	$ 9,600.00
682-6051 (TXDOT)	BACKPLATE W/REFL BRDR(3 SEC)ALUM	EA	8	$ 200.00	$ 1,600.00
682-6052 (TXDOT)	BACKPLATE W/REFL BRDR(4 SEC)ALUM	EA	4	$ 230.00	$ 920.00
684-6028 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	1,053	$ 2.00	$ 2,106.00
684-6031 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	1,807	$ 2.50	$ 4,517.50
684-6033 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	757	$ 2.50	$ 1,892.50
686-6035 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(28')LUM	EA	1	$19000.00	$ 19,000.00
686-6043 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(40')LUM	EA	1	$22000.00	$ 22,000.00
686-6047 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(44')LUM	EA	2	$23000.00	$ 46,000.00
687-6001 (TXDOT)	PED POLE ASSEMBLY	EA	2	$3200.00	$ 6,400.00
688-6001 (TXDOT)	PED DETECT PUSH BUTTON (APS)	EA	8	$1300.00	$ 10,400.00
688-6003 (TXDOT)	PED DETECTOR CONTROLLER UNIT	EA	1	$5000.00	$ 5,000.00
690-6021 (TXDOT)	REMOVAL OF TIMBER POLES	EA	1	$ 600.00	$ 600.00
690-6064 (TXDOT)	REMOVAL OF LUMINAIRE HEAD	EA	1	$ 370.00	$ 370.00
690-6067 (TXDOT)	REMOVAL OF LUMINAIRE MAST ARMS	EA	1	$ 670.00	$ 670.00
6054-6004 (TXDOT)	ANTENNA (OMNI-DIRECTIONAL)	EA	1	$ 5600.00	$ 5,600.00
6083-6001 (TXDOT)	VIDEO IMAGING AND RADAR VEH EDETECTION SYS	EA	1	$45000.00	$ 45,000.00
7012-6001 (TXDOT)	CURB INLET SEDIMENT PROTECTION	LF	24	$ 12.00	$ 288.00
202-3 (COL)	SET (6: 1)	EA	2	$3200.00	$ 6400.00
430S-2 (COA)	CONC CURB & GUTTER (CATCH)	LF	90	$ 47.00	$4,230.00
430S-2 (COA)	CONC CURB (RIBBON)	LF	80	$51.00	$ 4,080.00
432S-1 (COA)	CONC SIDEWALKS (6")	SY	25	$ 170.00	$ 4,250.00
511-AW-01 (COA)	WATER VALVE BOX ADJUSTMENT TO GRADE	EA	2	$ 640.00	$ 1,280.00
639S-1 (COA)	ROCK BERM (INSTALL)	LF	60	$45.00	$ 2,700.00
639S-1 (COA)	ROCK BERM (REMOVE)	LF	60	$3.00	$180.00
642S-1 (COA)	SILT FENCE (INSTALL)	LF	526	$4.00	$ 2,104.00
642S-1 (COA)	SILT FENCE (REMOVE)	LF	526	$1.00	$ 526.00
9000 (COL)	INSTALL RED-LIGHT CONFIRMATION LIGHT SYSTEM	EA	1	$5200.00	$ 5,200.00
500 (TXDOT)	MOBILIZATION (20% OF ALL ITEMS)	LS	1	$40000.00	$ 40,000.00
Total of all Unit Price Bid Items				$ 565,647.90	

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid security;

B. Bidder qualifications as required in the Instruction to Bidders;

C. complete responses to information required in Bid;

D. the entire Bid with all blanks filled in completely.

ARTICLE 8 – DEFINED TERMS

8.01 Not Used.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

Bidder (typed or printed): Austin Underground, Inc.

By: _____
(Authorized Signature)

Title: President

Date: 8/31/2022

Business Address: P.O. Box 5650 Lago Vista, TX 78645

Telephone Number: 512-535-3285

Fax Number: 512-535-3286

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID	T.33
PROJECT TITLE	Sonny Drive and Bagdad Road Intersection Improvements
DEPARTMENT(S)	Engineering

City Council Approval Date	7/9/2019
Original Scope Cost Estimate[1]	$ 500,000
Design Docs Cost Estimate Update[2]	$ -
Final Bid[3]	$ -

PROJECT DESCRIPTION / NEED / BENEFITS

DEFER - COMPLETE DESIGN, DELAY CONSTRUCTION

This project includes a new traffic signal at Sonny Drive which now extends from Lakeline Blvd to Leander Drive. Traffic is increasing and a traffic signal has been warranted by an engineering study. The intersection is near the Leander Public Library and Mason Homestead. The nearest controlled pedestrian crossing on Bagdad is at Municipal over half a mile away. Intersection improvements will include an improved pedestrian crossing to provide better access to the Library.

Location	Intersection of Bagdad Rd and Sonny Dr
Limits From / To	Intersection of Bagdad Rd and Sonny Dr

PROJECT SCHEDULE	ORIGINAL		ACTUAL		% COMPLETE	SUMMARY OF CHANGES		
	Start	End	Added days	End			Date	Amount
Design, Permit, Notice to Proceed	Jul-19	Dec-19	305	Oct-20		Original Est.	7/9/19	$ 500,000
Reasons for delays						Supplement 1	12/30/19	$ 5,000
ROW / Easement Acquisition	N/A	N/A				Supplement 2	9/13/20	$ 6,000
Reasons for delays						Supplement 3		
Construction Mobilization to FA / CofO	TBD	TBD				Supplement 4		
Reasons for delays							New Total	$ 511,000

Note: Numbers below are estimates only based on cost updates from completion of basic scope of work, planning/civil scope of work and architectural scope of work.

PROJECT BUDGET	All Prior	Est. Balance FY20	FY21	FY22	FY23	FY24	Future	Total
Design Phase	$ 60,120	$ -	$ -	$ -	$ -	$ -	$ -	**$ 60,120**
Land / ROW / Easement Acquisition(s)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Offsite Utilities (if required)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Construction	$ -	$ -	$ -	$ 450,000	$ -	$ -	$ -	**$ 450,000**
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Inspections / Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Contingencies / Contract Amendments	$ -	$ -	$ -	$ 45,000	$ -	$ -	$ -	**$ 45,000**
Other		$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
TOTAL ESTIMATED COSTS	**$ 60,120**	**$ -**	**$ -**	**$ 495,000**	**$ -**	**$ -**	**$ -**	**$ 555,120**
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**

FUNDING SOURCE(S)	All Prior	Est. Balance FY20	FY21	FY22	FY23	FY24	Future	Total
xx-xx-xxxx General CIP Funding	$ 53,835	$ -	$ -	$ 446,165	$ -	$ -	$ -	**$ 500,000**
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
TOTAL FUNDING	**$ 53,835**	**$ -**	**$ -**	**$ 446,165**	**$ -**	**$ -**	**$ -**	**$ 500,000**

EXPENDITURES	All Prior	Est. Balance FY20	FY21	FY22	FY23	FY24	Future	Total
40-04-8393 Bagdad/Sonny Dr Improvements	$ 53,835	$ -	$ -	$ -	$ -	$ -	$ -	**$ 53,835**
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
TOTAL EXPENDITURES	**$ 53,835**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 53,835**

NOTES

1. Estimate includes scope of work w/o concept plan(s) + 20% contingency.
2. Estimate includes concept plans + 15% contingency.
3. Permit bid construction plans include bid + 10% contingency.
4. All amounts are shown in current dollars.

ABBREVIATIONS / ACRONYMS

CofO	Certificate of Occupancy	FY	Fiscal Year
CO	Certificate of Obligation	GO	General Obligation
Est.	Estimated	O&M	Operations & Maintenance
FA	Final Acceptance	CLOMR	Conditional Letter of Map Revision

CIP Program

Location Map: T.33 - Sonny Drive and Bagdad Road Intersection Improvements

Project Location City Limits

City of Leander Geographic Information Systems

N

0 400

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.
No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use, or misuse of the information herein provided.

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.68
PROJECT TITLE	Traffic Signal at Hero Way and Ronald Reagan Blvd
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

This project consists of adding a traffic signal at the intersection of Ronald Reagan Blvd and Hero Way.

Location	Intersection of Hero Way and Ronald Reagan Blvd
Limits From/To:	Ronald Reagan Blvd and Hero Way

Schedule	**Start**	**End**
Design Phase	FY22	FY22
ROW/Esmt Acq.	NA	NA
Construction	FY22	FY22

For Non Utility CIP projects - Check all that apply:

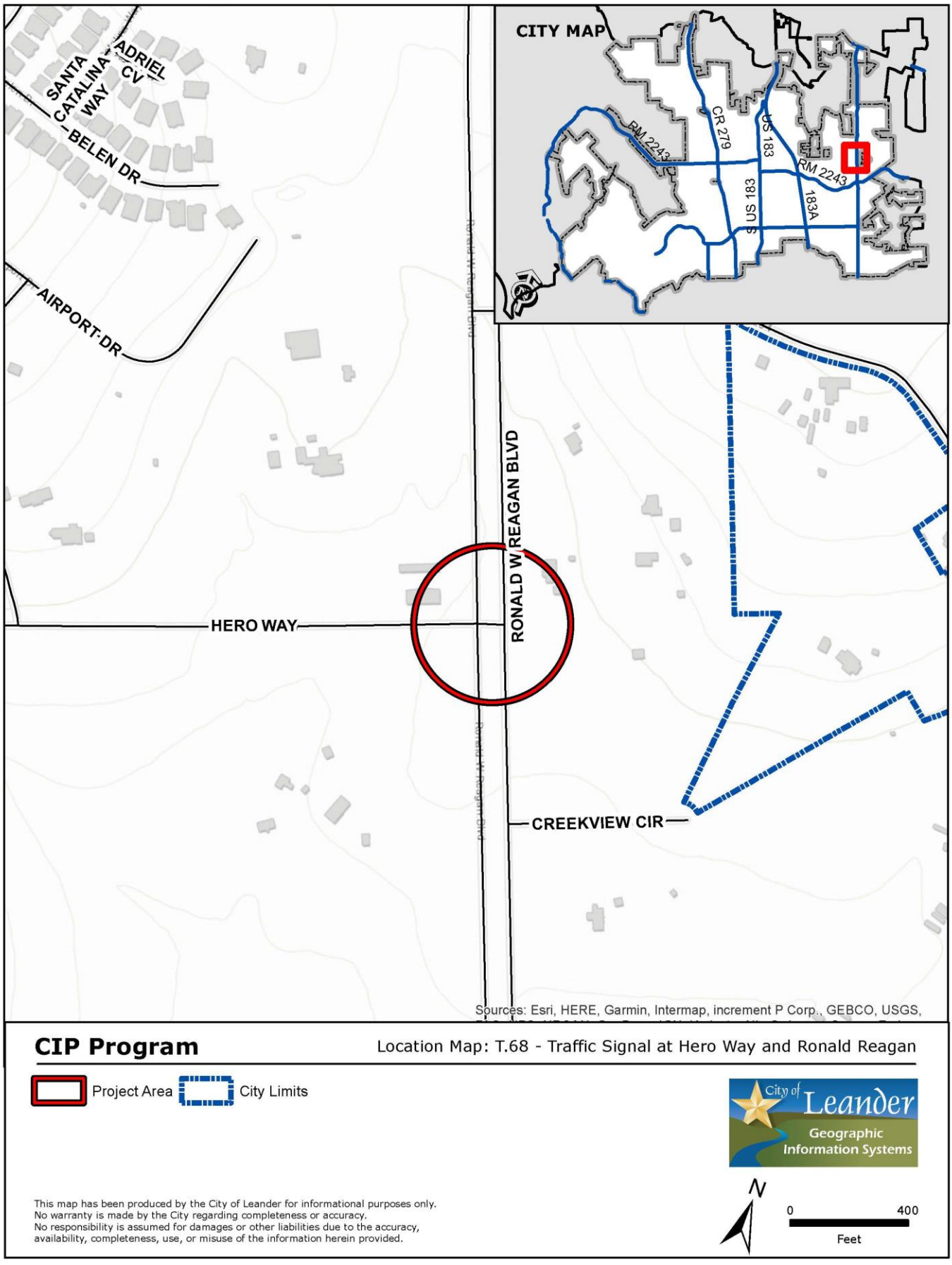
- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

PROJECT NEED/BENEFITS

PROJECT COSTS	Prior	FY22	FY23	FY24	FY25	FY26	Future	Total
Design Phase	$ -	$ 35,951	$ -	$ -	$ -	$ -	$ -	$ 35,951
Construction	$ -	$ 359,514	$ -	$ -	$ -	$ -	$ -	$ 359,514
Management	$ -	$ 7,190	$ -	$ -	$ -	$ -	$ -	$ 7,190
Inspection/Testing	$ -	$ 5,393	$ -	$ -	$ -	$ -	$ -	$ 5,393
Contingencies - 15%	$ -	$ 35,951	$ -	$ -	$ -	$ -	$ -	$ 35,951
Other - ROW acquisition	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ *444,000*	$ -	$ -	$ -	$ -	$ -	$ 444,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY22	FY23	FY24	FY25	FY26	Future	Total
Funding Source									
Account No.	**Fund**								
55-00-4013	*Proceeds (2016 CO)*	$ -	$ 444,000	$ -	$ -	$ -	$ -	$ -	$ 444,000
Total Revenues		$ -	$ 444,000	$ -	$ -	$ -	$ -	$ -	$ 444,000
EXPENDITURE									
55-01-8389	Reagan/Hero Way Int.	$ -	$ 444,000	$ -	$ -	$ -	$ -	$ -	$ 444,000
Total Expenditures		$ -	$ 444,000	$ -	$ -	$ -	$ -	$ -	$ 444,000

Note: All amounts are shown in current dollars


CITY MAP
CR 279
US 183
RM 2243
RM 2243
US 183
183A
ADRIEL CV
SANTA CATALINA WAY
BELEN DR
AIRPORT DR
RONALD W REAGAN BLVD
HERO WAY
CREEKVIEW CIR
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,
CIP Program
Location Map: T.68 - Traffic Signal at Hero Way and Ronald Reagan
Project Area
City Limits
City of Leander
Geographic Information Systems
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Feet

4801 Southwest Parkway,
Parkway 2, Suite 150
Austin TX 78735
T +1 512 328 5771

New Installations – Intersection of Ronald Reagan Blvd and Hero Way
& Intersection of Bagdad Road and Sonny Drive Recommendation for Award
City of Leander, Texas
CIP No. 21-CIP-006 & CIP No. 20-CIP-003
Project No. T.68 & Project No. T.33
RPS Project No. 8105

Date: September 21, 2022

Mr. Tony Bettis, P.E., CFM
City of Leander
201 N. Brushy Street
Leander, TX 78641

Dear Mr. Bettis,

One (1) bid for the referenced projects was received at the bid opening on August 31, 2022:

- Austin Underground, Inc.

RPS has tabulated and reviewed the first project bid of $543,584.00

Their bid document was submitted in accordance with the requirements for the bid solicitation; therefore, we recommend award of the New Installations – Ronald Reagan Blvd & Hero Way Project to Austin Underground, Inc for $543,584.00.

RPS has tabulated and reviewed the second project bid of $565,647.90

Their bid document was submitted in accordance with the requirements for the bid solicitation; therefore, we recommend award of the New Installations – Bagdad Road and Sonny Drive Project to Austin Underground, Inc for $565,647.90.

Attached for reference is the bid tabulation summary. Please feel free to call me if you have any questions regarding this recommendation.

Yours sincerely,
for RPS Infrastructure, Inc.

James Schwerdtfeger

James Schwerdtfeger, PE
Team Leader
James.Schwerdtfeger@rpsgroup.com

Traffic Signal Modification - Bagdad Road and San Gabriel Pkwy

Bid Tab Summary

Item	Description	Unit	Quantity	Engineer's Estimate	Total	Austin Underground, Inc.	check tabs	Provided Total	Percent Difference Between Low Bid
						Apparent Low Bid			
Base Bid: Ronald Reagan-Hero Way									
1									
100-6002 (TXDOT)	PREPARING ROW	STA	8	$2,900.00	$23,200.00	$500.00	$4,000.00	$4,000.00	-83%
502-6001 (TXDOT)	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$7,500.00	$7,500.00	$930.00	$930.00	$930.00	-88%
6001-6001 (TXDOT)	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	14	$320.00	$4,480.00	$350.00	$4,900.00	$4,900.00	9%
160-6003 (TXDOT)	FURNISHING AND PLACING TOPSOIL (4")	SY	182	$1.30	$236.60	$11.00	$2,002.00	$2,002.00	746%
162-6002 (TXDOT)	BLOCK SODDING	SY	182	$3.75	$682.50	$12.00	$2,184.00	$2,184.00	220%
164-6043 (TXDOT)	DRILL SEEDING (TEMP) (COOL)	SY	182	$0.15	$27.30	$6.00	$1,092.00	$1,092.00	3900%
416-6032 (TXDOT)	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	66	$495.00	$32,670.00	$700.00	$46,200.00	$46,200.00	41%
618-6023 (TXDOT)	CONDT (PVC) (SCH 40) (2")	LF	185	$24.00	$4,440.00	$24.00	$4,440.00	$4,440.00	0%
618-6029 (TXDOT)	CONDT (PVC) (SCH 40) (3")	LF	365	$25.00	$9,125.00	$28.00	$10,220.00	$10,220.00	12%
618-6054 (TXDOT)	CONDT (PVC) (SCH 80) (3")(BORE)	LF	450	$122.50	$55,125.00	$70.00	$31,500.00	$31,500.00	-43%
620-6007 (TXDOT)	ELEC CONDR (NO.8) BARE	LF	1,085	$1.55	$1,681.75	$2.00	$2,170.00	$2,170.00	29%
620-6008 (TXDOT)	ELEC CONDR (NO.8) INSULATED	LF	1,440	$1.65	$2,376.00	$2.50	$3,600.00	$3,600.00	52%
620-6009 (TXDOT)	ELEC CONDR (NO.6) BARE	LF	20	$1.75	$35.00	$2.50	$50.00	$50.00	43%
620-6010 (TXDOT)	ELEC CONDR (NO.6) INSULATED	LF	40	$1.90	$76.00	$3.00	$120.00	$120.00	58%
624-6010 (TXDOT)	GROUND BOX TY D (162922)W/APRON	EA	4	$1,750.00	$7,000.00	$2,300.00	$9,200.00	$9,200.00	31%
628-6115 (TXDOT)	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	EA	1	$7,500.00	$7,500.00	$9,700.00	$9,700.00	$9,700.00	29%
644-6076 (TXDOT)	REMOVE SM RD SN SUP&AM	EA	3	$500.00	$1,500.00	$310.00	$930.00	$930.00	-38%
666-6036 (TXDOT)	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	710	$2.55	$1,810.50	$2.50	$1,775.00	$1,775.00	-2%
666-6048 (TXDOT)	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	125	$7.50	$937.50	$10.00	$1,250.00	$1,250.00	33%
666-6054 (TXDOT)	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	4	$145.00	$580.00	$280.00	$1,120.00	$1,120.00	93%
666-6063 (TXDOT)	REFL PAV MRK TY I (W)(UTURN ARW)(100MIL)	EA	2	$336.00	$672.00	310	$620.00	$620.00	-8%
666-6078 (TXDOT)	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	6	$265.00	$1,590.00	$370.00	$2,220.00	$2,220.00	40%
666-6300 (TXDOT)	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	320	$3.25	$1,040.00	$1.50	$480.00	$480.00	-54%
666-6303 (TXDOT)	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	1,330	$3.25	$4,322.50	$1.00	$1,330.00	$1,330.00	-69%
666-6315 (TXDOT)	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	1,800	$2.45	$4,410.00	$1.00	$1,800.00	$1,800.00	-59%
666-6224 (TXDOT)	PAVEMENT SEALER 4"	LF	3,450	$0.80	$2,760.00	$0.80	$2,760.00	$2,760.00	0%
666-6226 (TXDOT)	PAVEMENT SEALER 8"	LF	710	$1.40	$994.00	$1.50	$1,065.00	$1,065.00	7%
666-6230 (TXDOT)	PAVEMENT SEALER 24"	LF	125	$4.85	$606.25	$5.00	$625.00	$625.00	3%
666-6231 (TXDOT)	PAVEMENT SEALER (ARROW)	EA	4	$110.00	$440.00	$120.00	$480.00	$480.00	9%
666-6232 (TXDOT)	PAVEMENT SEALER (WORD)	EA	6	$125.00	$750.00	$160.00	$960.00	$960.00	28%
666-6236 (TXDOT)	PAVEMENT SEALER (UTURN ARROW)	EA	2	$110.00	$220.00	$160.00	$320.00	$320.00	45%
672-6009 (TXDOT)	REFL PAV MRKR TY II-A-A	EA	30	$19.50	$585.00	$12.00	$360.00	$360.00	-38%
672-6010 (TXDOT)	REFL PAV MRKR TY II-C-R	EA	52	$18.50	$962.00	$12.00	$624.00	$624.00	-35%
677-6001 (TXDOT)	ELIM EXT PAV MRK & MRKS (4")	LF	12	$2.50	$30.00	$2.50	$30.00	$30.00	0%
677-6007 (TXDOT)	ELIM EXT PAV MRK & MRKS (24")	LF	84	$10.00	$840.00	$10.00	$840.00	$840.00	0%
677-6008 (TXDOT)	ELIM EXT PAV MRK & MRKS (ARROW)	EA	2	$150.00	$300.00	$160.00	$320.00	$320.00	7%
677-6012 (TXDOT)	ELIM EXT PAV MRK & MRKS (WORD)	EA	2	$150.00	$300.00	$190.00	$380.00	$380.00	27%
680-6002 (TXDOT)	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$37,950.00	$37,950.00	$61,000.00	$61,000.00	$61,000.00	61%
681-6001 (TXDOT)	TEMP TRAF SIGNALS	EA	1	$100,000.00	$100,000.00	$73,000.00	$73,000.00	$73,000.00	-27%
682-6001 (TXDOT)	VEH SIG SEC (12")LED(GRN)	EA	7	$365.00	$2,555.00	$460.00	$3,220.00	$3,220.00	26%
682-6002 (TXDOT)	VEH SIG SEC (12")LED(GRN ARW)	EA	2	$365.00	$730.00	$460.00	$920.00	$920.00	26%
682-6003 (TXDOT)	VEH SIG SEC (12")LED(YEL)	EA	7	$365.00	$2,555.00	$460.00	$3,220.00	$3,220.00	26%
682-6004 (TXDOT)	VEH SIG SEC (12")LED(YEL ARW)	EA	2	$365.00	$730.00	$460.00	$920.00	$920.00	26%
682-6005 (TXDOT)	VEH SIG SEC (12")LED(RED)	EA	7	$365.00	$2,555.00	$460.00	$3,220.00	$3,220.00	26%
682-6006 (TXDOT)	VEH SIG SEC (12")LED(RED ARW)	EA	1	$365.00	$365.00	$460.00	$460.00	$460.00	26%
682-6007 (TXDOT)	VEH SIG SEC (12")LED(GRN U-TURN ARW)	EA	1	$365.00	$365.00	$460.00	$460.00	$460.00	26%
682-6008 (TXDOT)	VEH SIG SEC (12")LED(YEL U-TURN ARW)	EA	1	$365.00	$365.00	$460.00	$460.00	$460.00	26%
682-6009 (TXDOT)	VEH SIG SEC (12")LED(RED U-TURN ARW)	EA	1	$365.00	$365.00	$460.00	$460.00	$460.00	26%
682-6054 (TXDOT)	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	8	$150.00	$1,200.00	$230.00	$1,840.00	$1,840.00	53%
682-6059 (TXDOT)	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	1	$180.00	$180.00	$280.00	$280.00	$280.00	56%
684-6031 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	1,365	$2.10	$2,866.50	$2.50	$3,412.50	$3,412.50	19%
684-6033 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	385	$2.85	$1,097.25	$2.50	$962.50	$962.50	-12%
686-6055 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(50')LUM	EA	2	$25,000.00	$50,000.00	$46,000.00	$92,000.00	$92,000.00	84%
686-6059 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(55')LUM	EA	1	$27,500.00	$27,500.00	$47,000.00	$47,000.00	$47,000.00	71%
6054-6004 (TXDOT)	ANTENNA (OMNI-DIRECTIONAL)	EA	1	$4,250.00	$4,250.00	$5,600.00	$5,600.00	$5,600.00	32%
6083-6001 (TXDOT)	VIDEO IMAGING AND RAD VEH DETECTION SYS	EA	1	$28,000.00	$28,000.00	$42,000.00	$42,000.00	$42,000.00	50%
639S-1 (COA)	ROCK BERM (INSTALL)	LF	74	$30.00	$2,220.00	$45.00	$3,330.00	$3,330.00	50%
639S-1 (COA)	ROCK BERM (REMOVE)	LF	74	$9.00	$666.00	$3.00	$222.00	$222.00	-67%
642S-1 (COA)	SILT FENCE (INSTALL)	LF	300	$2.50	$750.00	$5.00	$1,500.00	$1,500.00	100%
642S-1 (COA)	SILT FENCE (REMOVE)	LF	300	$0.60	$180.00	$1.00	$300.00	$300.00	67%
9000 (COL)	INSTALL RED-LIGHT CONFIRMATION LIGHT	EA	1	$4,975.00	$4,975.00	$5,200.00	$5,200.00	$5,200.00	5%
500 (TXDOT)	MOBILIZATION	LS	1	$45,620.47	$45,620.47	$40,000.00	$40,000.00	$40,000.00	-12%
Sub Totals					$499,845.12		$543,584.00	$543,584.00	9%
Grand Total					$499,845.12		$543,584.00	$543,584.00	9%

Traffic Signal Modification - Bagdad Road and San Gabriel Pkwy
Bid Tab Summary

Item	Description	Unit	Quantity	Engineer's Estimate	Total	Austin Underground, Inc.	check tabs	Provided Total	Percent Difference Between Low Bid
						Apparent Low Bid			
Base Bid : Bagdad - Sonny Drive									
1									
100-6002 (TXDOT)	PREPARING ROW	STA	5	$2,500.00	$12,500.00	$500.00	$2,500.00	$2,500.00	-80%
104-6015 (TXDOT)	REMOVING CONC (SIDEWALKS)	SY	20	$120.00	$2,400.00	$65.00	$1,300.00	$1,300.00	-46%
110-6001 (TXDOT)	EXCAVATION (ROADWAY)	CY	43	$100.00	$4,300.00	$93.00	$3,999.00	$3,999.00	-7%
132-6003 (TXDOT)	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	25	$50.00	$1,250.00	$66.00	$1,650.00	$1,650.00	32%
160-6003 (TXDOT)	FURNISHING AND PLACING TOPSOIL (4")	SY	380	$10.00	$3,800.00	$5.00	$1,900.00	$1,900.00	-50%
162-6002 (TXDOT)	BLOCK SODDING	SY	380	$10.00	$3,800.00	$6.00	$2,280.00	$2,280.00	-40%
164-6043 (TXDOT)	DRILL SEEDING (TEMP)(COOL)	SY	380	$1.00	$380.00	$6.00	$2,280.00	$2,280.00	500%
166-6002 (TXDOT)	FERTILIZER	TON		$2,500.00	$50.00	$2,500.00	$50.00	$50.00	0%
168-6001 (TXDOT)	VEGETATIVE WATERING	MG	3	$20.00	$60.00	$38.00	$114.00	$114.00	90%
340-6004 (TXDOT)	D-GR HMA(SQ) TY-A PG64-22	TON	61	$290.00	$17,690.00	$240.00	$14,640.00	$14,640.00	-17%
340-6034 (TXDOT)	D-GR HMA(SQ) TY-C PG64-22	TON	34	$280.00	$9,520.00	$230.00	$7,820.00	$7,820.00	-18%
416-6032 (TXDOT)	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	58	$495.00	$28,710.00	$600.00	$34,800.00	$34,800.00	21%
464-6017 (TXDOT)	RC PIPE (CL IV)(18 IN)	LF	105	$135.00	$14,175.00	$150.00	$15,750.00	$15,750.00	11%
467-6580 (TXDOT)	SET (REMOVE)	EA	2	$800.00	$1,600.00	$1,300.00	$2,600.00	$2,600.00	63%
496-6007 (TXDOT)	REMOV STR (PIPE)	LF	78	$25.00	$1,950.00	$48.00	$3,744.00	$3,744.00	92%
502-6001 (TXDOT)	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$8,400.00	$16,800.00	$1,200.00	$2,400.00	$2,400.00	-86%
508-6001 (TXDOT)	CONSTRUCTING DETOURS	SY	104	$55.00	$5,720.00	$60.00	$6,240.00	$6,240.00	9%
531-6034 (TXDOT)	CURB RAMPS (TY 7)(MOD)	EA	2	$1,500.00	$3,000.00	$2,400.00	$4,800.00	$4,800.00	60%
531-6036 (TXDOT)	CURB RAMPS (TY 2)(MOD)	EA	4	$1,500.00	$6,000.00	$2,300.00	$9,200.00	$9,200.00	53%
618-6023 (TXDOT)	CONDT (PVC) (SCH 40) (2")	LF	135	$19.50	$2,632.50	$24.00	$3,240.00	$3,240.00	23%
618-6029 (TXDOT)	CONDT (PVC) (SCH 40) (3")	LF	86	$22.00	$1,892.00	$28.00	$2,408.00	$2,408.00	27%
618-6054 (TXDOT)	CONDT (PVC) (SCH 80) (3")(BORE)	LF	798	$122.50	$97,755.00	$70.00	$55,860.00	$55,860.00	-43%
620-6007 (TXDOT)	ELEC CONDR (NO.8) BARE	LF	1,075	$1.55	$1,666.25	$2.00	$2,150.00	$2,150.00	29%
620-6008 (TXDOT)	ELEC CONDR (NO.8) INSULATED	LF	1,960	$1.65	$3,234.00	$2.50	$4,900.00	$4,900.00	52%
620-6009 (TXDOT)	ELEC CONDR (NO.6) BARE	LF	273	$1.75	$477.75	$2.50	$682.50	$682.50	43%
620-6010 (TXDOT)	ELEC CONDR (NO.6) INSULATED	LF	546	$1.90	$1,037.40	$3.00	$1,638.00	$1,638.00	58%
624-6010 (TXDOT)	GROUND BOX TY D (162922)W/APRON	EA	4	$1,750.00	$7,000.00	$2,300.00	$9,200.00	$9,200.00	31%
628-6115 (TXDOT)	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	EA	1	$7,500.00	$7,500.00	$9,700.00	$9,700.00	$9,700.00	29%
644-6001 (TXDOT)	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2	$650.00	$1,300.00	$1,200.00	$2,400.00	$2,400.00	85%
644-6076 (TXDOT)	REMOVE SM RD SN SUP&AM	EA	2	$200.00	$400.00	$310.00	$620.00	$620.00	55%
666-6030 (TXDOT)	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	40	$2.55	$102.00	$3.50	$140.00	$140.00	37%
666-6036 (TXDOT)	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	520	$2.55	$1,326.00	$2.50	$1,300.00	$1,300.00	-2%
666-6042 (TXDOT)	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	485	$3.85	$1,867.25	$7.50	$3,637.50	$3,637.50	95%
666-6048 (TXDOT)	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	119	$7.50	$892.50	$15.00	$1,785.00	$1,785.00	100%
666-6054 (TXDOT)	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	4	$145.00	$580.00	$280.00	$1,120.00	$1,120.00	93%
666-6057 (TXDOT)	REFL PAV MRK TY I (W)(DBL ARW)(100MIL)	EA	2	$280.00	$560.00	$370.00	$740.00	$740.00	32%
666-6078 (TXDOT)	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	4	$265.00	$1,060.00	$370.00	$1,480.00	$1,480.00	40%
666-6224 (TXDOT)	PAVEMENT SEALER 4"	LF	2,088	$0.80	$1,670.40	$0.80	$1,670.40	$1,670.40	0%
666-6226 (TXDOT)	PAVEMENT SEALER 8"	LF	520	$1.40	$728.00	$1.50	$780.00	$780.00	7%
666-6228 (TXDOT)	PAVEMENT SEALER 12"	LF	485	$2.50	$1,212.50	$2.50	$1,212.50	$1,212.50	0%
666-6230 (TXDOT)	PAVEMENT SEALER 24"	LF	119	$4.85	$577.15	$5.00	$595.00	$595.00	3%
666-6231 (TXDOT)	PAVEMENT SEALER (ARROW)	EA	4	$110.00	$440.00	$120.00	$480.00	$480.00	9%
666-6232 (TXDOT)	PAVEMENT SEALER (WORD)	EA	4	$125.00	$500.00	$160.00	$640.00	$640.00	28%
666-6234 (TXDOT)	PAVEMENT SEALER (DBL ARROW)	EA	2	$175.00	$350.00	$160.00	$320.00	$320.00	-9%
666-6300 (TXDOT)	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	320	$3.25	$1,040.00	$1.00	$320.00	$320.00	-69%
666-6312 (TXDOT)	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	320	$3.25	$1,040.00	$1.00	$320.00	$320.00	-69%
666-6315 (TXDOT)	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	1,448	$2.45	$3,547.60	$1.00	$1,448.00	$1,448.00	-59%
672-6007 (TXDOT)	REFL PAV MRKR TY II-C	EA	43	$19.50	$838.50	$12.00	$516.00	$516.00	-38%
672-6009 (TXDOT)	REFL PAV MRKR TY II-A-A	EA	72	$18.50	$1,332.00	$12.00	$864.00	$864.00	-35%
677-6001 (TXDOT)	ELIM EXT PAV MRK & MRKS (4")	LF	1,840	$2.50	$4,600.00	$1.00	$1,840.00	$1,840.00	-60%
677-6005 (TXDOT)	ELIM EXT PAV MRK & MRKS (12")	LF	168	$3.50	$588.00	$5.00	$840.00	$840.00	43%
677-6007 (TXDOT)	ELIM EXT PAV MRK & MRKS (24")	LF	42	$10.00	$420.00	$10.00	$420.00	$420.00	0%
680-6002 (TXDOT)	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$35,000.00	$35,000.00	$61,000.00	$61,000.00	$61,000.00	74%
682-6001 (TXDOT)	VEH SIG SEC (12")LED(GRN)	EA	8	$365.00	$2,920.00	$460.00	$3,680.00	$3,680.00	26%
682-6002 (TXDOT)	VEH SIG SEC (12")LED(GRN ARW)	EA	4	$365.00	$1,460.00	$460.00	$1,840.00	$1,840.00	26%
682-6003 (TXDOT)	VEH SIG SEC (12")LED(YEL)	EA	8	$225.00	$1,800.00	$460.00	$3,680.00	$3,680.00	104%
682-6004 (TXDOT)	VEH SIG SEC (12")LED(YEL ARW)	EA	8	$365.00	$2,920.00	$460.00	$3,680.00	$3,680.00	26%
682-6005 (TXDOT)	VEH SIG SEC (12")LED(RED)	EA	8	$365.00	$2,920.00	$460.00	$3,680.00	$3,680.00	26%
682-6006 (TXDOT)	VEH SIG SEC (12")LED(RED ARW)	EA	4	$365.00	$1,460.00	$460.00	$1,840.00	$1,840.00	26%
682-6018 (TXDOT)	PED SIG SEC (LED)(COUNTDOWN)	EA	8	$975.00	$7,800.00	$1,200.00	$9,600.00	$9,600.00	23%
682-6051 (TXDOT)	BACKPLATE W/REFL BRDR(3 SEC)ALUM	EA	8	$150.00	$1,200.00	$200.00	$1,600.00	$1,600.00	33%
682-6052 (TXDOT)	BACKPLATE W/REFL BRDR(4 SEC)ALUM	EA	4	$165.00	$660.00	$230.00	$920.00	$920.00	39%
684-6028 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	1,053	$1.65	$1,737.45	$2.00	$2,106.00	$2,106.00	21%
684-6031 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	1,807	$1.90	$3,433.30	$2.50	$4,517.50	$4,517.50	32%
684-6033 (TXDOT)	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	757	$2.10	$1,589.70	$2.50	$1,892.50	$1,892.50	19%
686-6035 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(28')LUM	EA	1	$13,850.00	$13,850.00	$19,000.00	$19,000.00	$19,000.00	37%
686-6043 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(40')LUM	EA	1	$15,350.00	$15,350.00	$22,000.00	$22,000.00	$22,000.00	43%
686-6047 (TXDOT)	INS TRF SIG PL AM(S)1 ARM(44')LUM	EA	2	$17,500.00	$35,000.00	$23,000.00	$46,000.00	$46,000.00	31%
687-6001 (TXDOT)	PED POLE ASSEMBLY	EA	2	$2,475.00	$4,950.00	$3,200.00	$6,400.00	$6,400.00	29%
688-6001 (TXDOT)	PED DETECT PUSH BUTTON (APS)	EA	8	$990.00	$7,920.00	$1,300.00	$10,400.00	$10,400.00	31%
688-6003 (TXDOT)	PED DETECTOR CONTROLLER UNIT	EA	1	$3,850.00	$3,850.00	$5,000.00	$5,000.00	$5,000.00	30%
690-6021 (TXDOT)	REMOVAL OF TIMBER POLES	EA	1	$1,000.00	$1,000.00	$600.00	$600.00	$600.00	-40%
690-6064 (TXDOT)	REMOVAL OF LUMINAIRE HEAD	EA	1	$450.00	$450.00	$370.00	$370.00	$370.00	-18%
690-6067 (TXDOT)	REMOVAL OF LUMINAIR MAST ARMS	EA	1	$450.00	$450.00	$670.00	$670.00	$670.00	49%
6054-6004 (TXDOT)	ANTENNA (OMNI-DIRECTIONAL)	EA	1	$4,250.00	$4,250.00	$5,600.00	$5,600.00	$5,600.00	32%
6083-6001 (TXDOT)	VIDEO IMAGING AND RAD VEH DETECTION SY	EA	1	$28,000.00	$28,000.00	$45,000.00	$45,000.00	$45,000.00	61%
7012-6001 (TXDOT)	CURB INLET SEDIMENT PROTECTION	LF	24	$25.00	$600.00	$12.00	$288.00	$288.00	-52%
202-3 (COL)	SET (6:1)	EA	2	$3,700.00	$7,400.00	$3,200.00	$6,400.00	$6,400.00	-14%
430S-2 (COA)	CONC CURB & GUTTER (CATCH)	LF	90	$65.00	$5,850.00	$47.00	$4,230.00	$4,230.00	-28%
430S-2 (COA)	CONC CURB (RIBBON)	LF	80	$70.00	$5,600.00	$51.00	$4,080.00	$4,080.00	-27%
432S-1 (COA)	CONC SIDEWALKS (6")	SY	25	$200.00	$5,000.00	$170.00	$4,250.00	$4,250.00	-15%
511-AW-01 (COA)	WATER VALVE BOX ADJUSTMENT TO GRADE	EA	2	$1,100.00	$2,200.00	$640.00	$1,280.00	$1,280.00	-42%
639S-1 (COA)	ROCK BERM (INSTALL)	LF	60	$45.00	$2,700.00	$45.00	$2,700.00	$2,700.00	0%
639S-1 (COA)	ROCK BERM (REMOVE)	LF	60	$10.00	$600.00	$3.00	$180.00	$180.00	-70%
642S-1 (COA)	SILT FENCE (INSTALL)	LF	526	$3.50	$1,841.00	$4.00	$2,104.00	$2,104.00	14%
642S-1 (COA)	SILT FENCE (REMOVE)	LF	526	$1.50	$789.00	$1.00	$526.00	$526.00	-33%
9000 (COL)	INSTALL RED-LIGHT CONFIRMATION LIGHT	EA	1	$4,975.00	$4,975.00	$5,200.00	$5,200.00	$5,200.00	5%
500 (TXDOT)	MOBILIZATION	LS	1	$100,275.58	$100,275.58	$40,000.00	$40,000.00	$40,000.00	-60%
Sub Totals					$601,672.83		$565,647.90	$565,647.90	-6%
Grand Total					$601,672.83		$565,647.90	$565,647.90	-6%

AGENDA ITEM # 20

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of Task Order HZI-04 with Huitt-Zollars, Inc., in the amount of $95,145.00, for the design and construction phase services of the renovation of the building and associated garage occupied previously by Williamson County Emergency Services located next to Pat Bryson Municipal Hall (CIP M.23) for the purpose of providing office space for City employees; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City is in desperate need of additional office space, and intends to renovate this EMS building to office space for the City's inspectors. The building had most recently been used to house and office a Williamson County EMS Unit. Staff has requested a proposal for the design and construction management of EMS Building and Garage Renovation, and Huitt-Zollars, Inc. responded with the attached.

They have requested $95,145.00 to perform the design and construction phase services and expect the total project to take thirty-one (31) weeks to complete.

RECOMMENDATION:

Staff recommends approval of Task Order HZI-04 in the not to exceed amount of $95,145.00 with Huitt-Zollars, Inc. for the design and construction phase services for the renovation of the EMS Building and associated garage located behind Pat Bryson Municipal Hall; and authorize the City Manager to negotiate and execute all appropriate documentation.

PRESENTER:

Russell Alabastro, CIP Project Manager

Fiscal Impact

Amount requested:	$95,145.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	Cap Proj 40-04-8326

Attachments

1. Task Order HZI-04
2. EMS Renovation Proposal

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. HZI-04

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

M.23 RENOVATION OF THE EMS BUILDING

A. PROJECT DESCRIPTION

The project consists of design and generation of construction documents, and the following bidding and construction administration services for the EMS Building and associated garage renovation to create administrative spaces, restroom, a conference room, a break area for the City's inspectors, and an IT Server Room.

B. SCOPE OF SERVICES

Huitt-Zollars, Inc. will provide design, bidding, and construction phase services as described in the attached Scope of Services, for this initial phase.

C. DELIVERABLES

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

D. BASIS OF COMPENSATION

The total compensation for the design, bidding, and construction administration phases of the M.23 RENOVATION OF THE EMS BUILDING AND GARAGE shall be based on a unit hourly Not-To-Exceed of $90,145.00 and reimburseables Not-To-Exceed of $5,000.00.

Task Order HZI-04	$90,145.00
Reimburseables	$5,000.00
Total	$95,145.00

The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. The design services are anticipated to take approximately seventeen (17) weeks. HUITT-ZOLLARS Inc. will begin work as soon as authorized and as services are requested. The bidding, approval, and construction is expected to take an additional fourteen (14) weeks after design.

APPROVED:

CITY OF LEANDER, TEXAS

By _____
Richard B. Beverlin III

Title ___City Manager_____

Attest _____

Date _____

ACCEPTED:

HUITT-ZOLLARS, INC.

By _____

Title ___Vice President_____

Attest _____

Date ____9/23/22_____

Marcy Newman

Digitally signed by Marcy Newman
DN: C=US, E=mnewman@huitt-zollars.com, O=Huitt-Zollars, CN=Marcy Newman
Date: 2022.09.23 14:27:34-05'00'

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. ı 3701 Executive Center Dr. ı Suite 101 ı Austin, TX 78731-1651 ı 512.231.1119 phone ı 512.231.1129 fax ı huitt-zollars.com

September 22, 2022

Tony Bettis, PMP
CIP Program Manager
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Reference: M.23 EMS Building & Garage Renovation at 201 N. Brushy Street in Leander, Texas

Subject: Proposal for Professional Architectural and Engineering Services

Dear Mr. Bettis:

Huitt-Zollars, Inc. appreciates the opportunity to provide this proposal for professional architectural and engineering services to the City of Leander (City) for the renovation of the former EMS building and garage located at 201 N. Brushy Street in Leander, Texas (Project). Our proposal is based upon the following scope of services, compensation, schedule, and terms and conditions contained in the City's Agreement for Professional Services.

Project Understanding

It is our understanding the City would like to renovate the residential-type building (former EMS building) to create administrative spaces for the City Inspectors. The building shall include open workstations, unisex restroom(s), a small breakroom, and server room. The adjacent garage's use will be changed to a conference room. The building's garage door will be removed and replaced with a fixed wall, exterior wall penetrations will be enclosed or utilized as part of the building's new mechanical ventilation system, concrete will be added to eliminate the change in floor height, exterior walls will be built out with insulation and gypsum board, and HVAC systems will be installed. Huitt-Zollars provided a facility assessment, recommendations for improvements, and a space plan for the City of Leander's review as part of the initial design services. We propose to execute this renovation project in a phased approach as stated in the following scope of services.

SCOPE OF SERVICES:

1.0 Basic Services:

1.1 Schematic Design (1 virtual meeting)

Huitt-Zollars will meet with the City of Leander to discuss comments and questions on the report and space plan provided in the previous phase. We will define what modifications will be addressed as part of the renovation. The space plan will be updated if required for approval.

1.2 Design Development/ 30% Construction Drawings (2 virtual meetings)

With approval of the schematic design, Huitt-Zollars will begin design development. During this phase we define the details of the design. We will have one meeting to review the deliverables listed below. If necessary, we will revise selections and present at a second meeting.

a. Elevations of key areas to describe design intent
b. Reflected ceiling plans
c. Millwork design

d. Light fixture selections
e. Finish selections

1.3 Contract Documents

Following client approval of design development (30% construction drawings), Huitt-Zollars will prepare drawings and specifications including:

a. Architectural floor plans defining area of work, dimensions, finish types, and references to elevations and details
b. Architectural elevations, sections, and details:
c. Interior elevations of special wall finish and millwork
d. Architectural reflected ceiling plans and general use outlet plans for layout
e. Finish Schedule
f. M/E/P drawings
g. Structural drawings

A 90% drawing set and specifications will be submitted to the City of Leander and to the cost estimator. HZ will then hold for pricing and City of Leander comments. These comments will then be addressed in the 100% drawing and specification submission. The cost estimator will provide updated pricing to reflect the latest information. Following approval of the 100% contract documents, Huitt-Zollars will issue for bid, permit, and TAS review.

1.4 Permit and Bid

a. Submit documents and assist Owner with the local building permit application and state regulatory approvals. Permit revisions to the documents are included as part of basic services. Any revisions to the documents required by changes to the building code will be subject to additional services. The Owner will be responsible for all local and state permit/regulatory fees.
b. HZ will provide the bid form, scope statement, pre-bid agenda, responses to bidder RFI's, and the bid tabulation.
c. Value Engineering and substitution requests during the bidding and construction administration phases are not included as part of the basic services but can be provided as additional services if requested.

1.5 Contract Administration

a. During construction, a HZ team member will attend weekly Owner-Architect-Contractor (OAC) construction calls (maximum of ten, 1-hour meetings) and will make two site visits to review the progress, quality of the work, and compliance with the contract documents. In addition, one visit will be made to review and comment on contractor's punch list at substantial completion and at final completion. If additional site visits are necessary, these will be billed at an hourly rate. Meeting notes will be provided by the general contractor.
b. Review contractor submittals, such as shop drawings, product data, and samples to ensure they meet the design concept and comply with contract documents. HZ's review shall not include a review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. HZ's review shall be conducted with reasonable promptness while allowing sufficient time in HZ's judgment to permit adequate review. Review of a specific item shall not indicate that HZ has reviewed the entire assembly of which the item is a

component. HZ shall not be responsible for any deviation from the Contract Documents not brought to the attention of HZ by the Contractor. HZ shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

c. Based on observations of construction progress at the site and on a review of the Contractor's Payment Request, HZ shall make recommendations to the Client relative to progress payments. HZ shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the contract sum.

d. At the end of construction, the contractor shall provide the as-built drawings for HZ's effort in the delivery of the Record drawings to the City of Leander.

2.0 Additional Services:

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the City, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the City in writing, shall be completed on a "Time and Materials" basis in accordance with the attached Hourly Rate Sheet. Such additional services may include:

2.1.1 Surveying
2.1.2 Geotechnical Investigations
2.1.3 Furniture inventory, selection, or specifications
2.1.4 Any other service not otherwise included in the Basic Services

3.0 City Provided Services:

3.1 City shall provide Huitt-Zollars, Inc. with the following:
3.1.1 Access to Project Site
3.1.2 Existing Drawings and Reports

COMPENSATION:

Our fee for the services as described above is $90,145.00. A level of effort summary is provided below and a supporting spreadsheet is attached:

SUMMARY			
WORK PRODUCT	**DESCRIPTION**	**ITEM TOTAL**	**TOTAL COST**
	Labor		
SD-RD	Contract Documents, Contract Administration, Record Drawings	$85,545.00	$85,545.00
Cost Estimates	Cost Estimates at 90% and 100%	$4,600.00	$4,600.00
	Labor Subtotal	$90,145.00	$90,145.00
	Reimbursable Expenses*		
	TAS review, reproduction, postage, mileage	$5,000.00	$5,000.00
	Reimbursable Expense Allowance Subtotal	$5,000.00	$5,000.00
	TOTAL		**$95,145.00**

*Reimbursable expenses include mileage for automobile travel for design meetings/site visits, reproduction of documents, shipping and mailing expenses, and any other disbursements, etc., made on behalf of the Client. Items such as these will be billed accordingly as necessary.

Invoicing

Invoices will be submitted monthly. Billing will be based on percent complete of each Phase.

SCHEDULE OF DELIVERABLES:

Project start is at receipt of executed contract for work described above.

- Schematic Design- 1 week
- Design Development/ 30% Contract Documents- 3 weeks
- 90% Contract Documents- 4 weeks
- Submit for Cost Estimating- 2 weeks
- City of Leander Review- 1 week
- 100% Contract Documents- 2 weeks
- Submit for Cost Estimating- 2 weeks
- City of Leander Review- 1 week
- Final revisions required per City comments- 1 week if revisions required
- Submit for Bid and Permit- TBD

Total Design Phase (Pending City of Leander Review Time of drawing submissions.)= 17 weeks

AUTHORIZATION:

Should this proposal meet with your approval, please send an Agreement to rg@huitt-zollars.com for my signature. We will schedule the above services as soon as we receive your authorization. If you have any questions, please call.

Respectfully submitted,
Huitt-Zollars, Inc.

Rey Gonzalez, P.E.
Vice President

Enclosure

PROJECT BUDGET WORKSHEET

Client: City of Leander
Project Name: EMB Building and Garage Renovation
Contract No.:
Project No.:
PM Marcy Newman
PIC Rey Gonzalez

Date: 9/22/2022
Project Number:
Project Template:
Labor Code Schedule: HOU2022

HZ LABOR BUDGET

		Phase Number	1	2	3	4		RMB		
		Phase Description	Preparation of Plans, Specifications and Cost Estimate	Bidding	Construction Admin	Record Dwgs		Reimbursable Expenses		
		Task Number								
		Task Description								
		Phase/Task Manager								
		Lump Sum or Hourly								
			Column Total	Column Total	Column Total	Column Total	Column Total	Column Total		
Labor Code	**Labor Classification**	**Hourly Rate**	$ 65,600.00	$ 5,270.00	$ 15,340.00	$ 3,935.00	$ -	$ 3,000.00	**TOTAL HOURS**	**TOTAL BUDGET**
PIC	Principal-In-Charge	$ 260.00	1	1	1				3	$ 780.00
DPX	Design Principal	$ 240.00							0	$ -
SPM	Sr. Project Manager	$ 240.00							0	$ -
PMX	Project Manager	$ 210.00	16	12	16	2			46	$ 9,660.00
QAM	QA Manager	$ 230.00							0	$ -
SCE	Sr. Civil Engineer	$ 215.00							0	$ -
CEX	Civil Engineer	$ 195.00							0	$ -
EIT	Engineer Intern	$ 150.00	90			10			100	$ 15,000.00
SSE	Sr. Structural Engineer	$ 205.00							0	$ -
STE	Structural Engineer	$ 195.00	50	2	12	2			66	$ 12,870.00
SME	Sr. Mechanical Engineer	$ 195.00	50	2	12	2			66	$ 12,870.00
MEX	Mechanical Engineer	$ 160.00							0	$ -
SEE	Sr. Electrical Engineer	$ 195.00							0	$ -
SEX	Electrical Engineer	$ 160.00	50	2	8	2			62	$ 9,920.00
PEX	Plumbing Engineer	$ 160.00	40	2	8	1			51	$ 8,160.00
SID	Sr. Interior Designer	$ 155.00	16	2	16	1			35	$ 5,425.00
IDX	Interior Designer	$ 125.00							0	$ -
IDI	Interior Designer Intern	$ 100.00	66	4	20	6			96	$ 9,600.00
PSS	Senior Project Support	$ 110.00							0	$ -
PRO	Project Support	$ 90.00	10	4					14	$ 1,260.00
		Total Manhours per Phase/Task	389	31	93	26	0		539	
		HZ Labor per Phase/Task	$ 61,000.00	$ 5,270.00	$ 15,340.00	$ 3,935.00	$ -		**HZ Labor**	$ 85,545.00
		Direct Expenses (Distribute among Phases/Tasks as applicable)		$ -	$ -	$ -	$ -		**Direct Expenses**	$ -
		Direct Consultants (Distribute among Phases/Tasks as applicable)	$ 4,600.00	$ -	$ -	$ -	$ -		**Direct Consultants**	$ 4,600.00
		RMB Expenses						$ 3,000.00	**RMB Expenses**	$ 5,000.00
		RMB Consultants (Distribute among Phases/Tasks as applicable)				$ -	$ -		**RMB Consultants**	$ -
		Total Fee per Phase/Task	$ 65,600.00	$ 5,270.00	$ 15,340.00	$ 3,935.00	$ -	$ 3,000.00	**CONTRACT SUM**	**$ 95,145.00**

HUITT-ZOLLARS

Houston

2022

HOURLY RATE SHEET

Engineering/Architecture

Principal	$ 260.00
Design Principal	$ 240.00
Sr. Project Manager	$ 240.00
QA Manager	$ 230.00
Project Manager	$ 210.00
Sr. Civil Engineer	$ 215.00
Sr. Structural Engineer	$ 205.00
Sr. Mechanical Engineer	$ 195.00
Sr. Electrical Engineer	$ 195.00
Civil Engineer	$ 195.00
Structural Engineer	$ 195.00
Mechanical Engineer	$ 160.00
Electrical Engineer	$ 160.00
Plumbing Engineer	$ 160.00
Engineer Intern	$ 150.00
Sr. Architect	$ 205.00
Architect	$ 165.00
Architect Intern 1	$ 105.00
Architect Intern 2	$ 125.00
Architect Intern 3	$ 155.00
Sr. Landscape Architect	$ 195.00
Landscape Architect	$ 155.00
Landscape Architect Intern	$ 115.00
Sr. Planner	$ 255.00
Planner	$ 165.00
Planner Intern	$ 115.00
Sr. Designer	$ 160.00
Designer	$ 140.00
Sr. CADD Technician	$ 140.00
CADD Technician	$ 110.00

Interior Design

Sr. Interior Designer	$ 155.00
Interior Designer	$ 125.00
Interior Designer Intern	$ 100.00

Survey

Survey Manager	$ 210.00
Sr. Project Surveyor	$ 200.00
Project Surveyor	$ 150.00
Survey Technician	$ 120.00

Survey Crews

1-Person Survey Crew	$ 120.00
2-Person Survey Crew	$ 170.00
3-Person Survey Crew	$ 200.00

Construction

Construction Manager	$ 195.00
Resident Engineer	$ 185.00
Sr. Project Representative	$ 140.00
Resident Project Representative	$ 110.00

Administrative

Sr. Project Support	$ 110.00
Project Support	$ 90.00

Reimbursable Expenses

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

Note: New hourly rates will become effective February 1, 2023 to reflect cost of living salary adjustments.

AGENDA ITEM # 21

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) to Cadence McShane Construction in the hours of construction to begin at 3:00 a.m. for three (3) concrete pours from October 12 through October 25 (weather dependent) for construction activities for the Blockhouse Creek Farms Apartments project site located at 14951 Ronald Reagan Boulevard; and requiring Cadence McShane Construction to post notifications for nearby tenants at Leander Junction Apartments and residents in Hazlewood Subdivision a minimum of forty-eight (48) hours in advance of the activities.

BACKGROUND:

Cadence McShane Construction is requesting permission for construction activities to begin at 3:00 a.m. for three (3) concrete pours from October 12 through October 25 (weather dependent) at the Blockhouse Creek Farms Apartments site (see attached request and map). Cadence McShane Construction will make every attempt to notify the tenants who are adjacent to the jobsite. They will also post forty-eight (48)- hour notices before the construction activity in and around the property for the residents in Hazlewood and Leander Junction Apartments to view.

APPLICANT/AGENT:

Cadence McShane Construction
Jeff Klein, Superintendent

RECOMMENDATION:

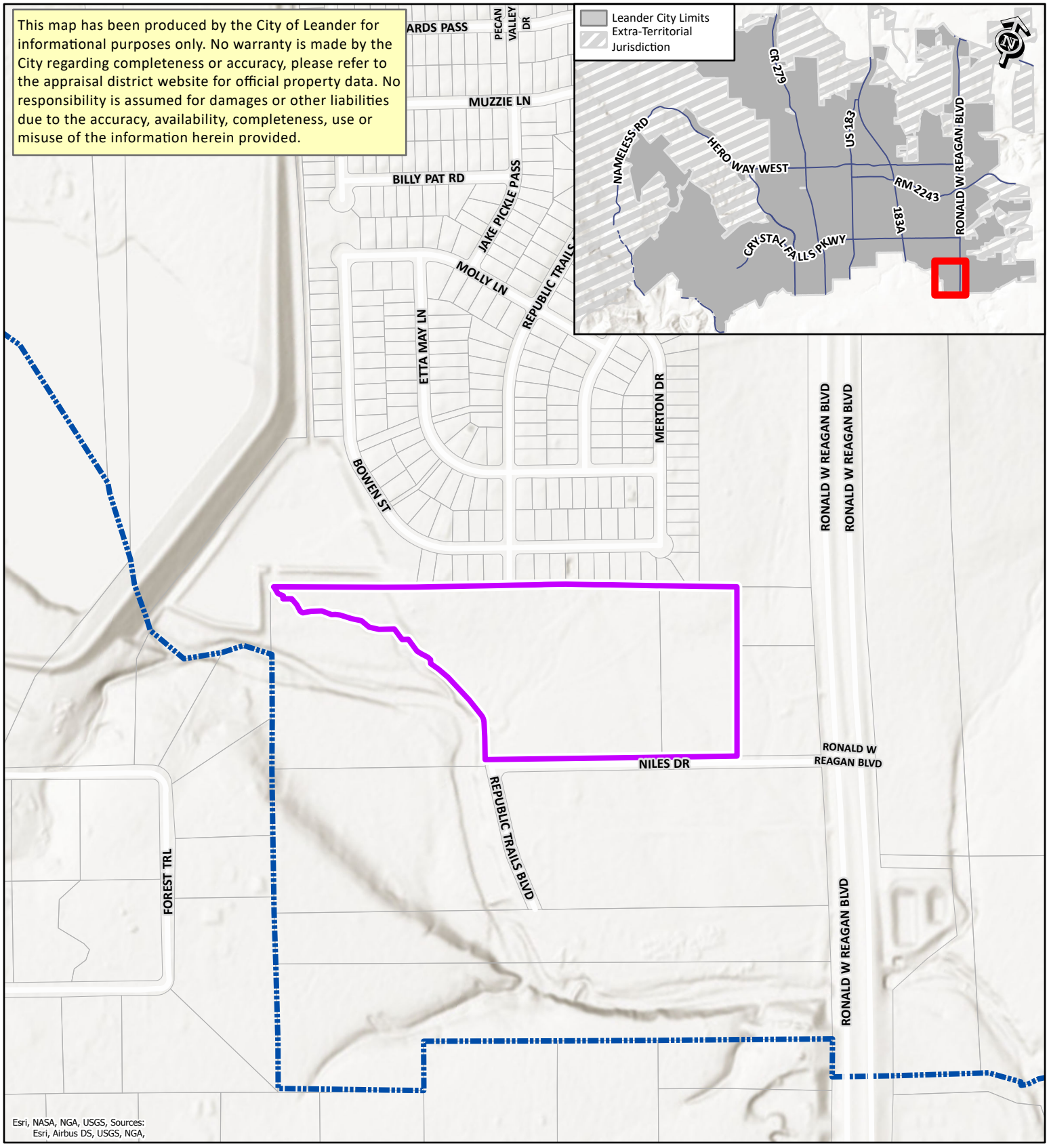
Staff recommends approval for a variance of the City's Noise Ordinance for construction activities as described in the attached request from Cadence McShane Construction for the Blockhouse Creek Farms Apartments.

PRESENTER:

Dan Grimsbo, Executive Director of Infrastructure

Attachments

1. Location Map
2. Request Form
3. Site Plan



NOISE VARIANCE

Blockhouse Creek Farm Apartments - 22-PICP-032

City of Leander Geographic Information Systems

Subject Property
City Limits
WCAD Parcels

N

0 250 500 1,000
Feet

City of Leander

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

Engineering Department

Temporary Noise Variance Application

Chapter 8 Offenses and Nuisances – Article 8.04 Noise - **Sec.8.04.001.a11**

(11) The excavation or grading of land, or the erection, construction, demolition or alteration of any building or structure, between the hours of 9:00 p.m. and 7:00 a.m., within six hundred feet (600') of any occupied residential structure, or that generates, produces or results in any noise or sound that may be hear at the property line of any occupied residential structure; provided that this subsection shall not apply to any such work, construction, repairs or alterations that constitute and urgent necessity for the benefit and interest of the public safety, health or general welfare, e.g., repairs and emergency installations by any public utility, or to any excavation, erection, construction, demolition or alteration authorized by the city council to be undertaken between the hours of 9:00 p.m. and 7:00 a.m.

City Council meetings are held on the first and third Thursday each month. Any applications must be received by the City not later than Tuesday the week before the desired meeting date.

1. Reasons for requesting a Temporary Noise Variance from the City of Leander (e.g. Construction Activities, Concrete pours, etc.)
   - Concrete pours

2. List any noise generating equipment that will be operated during the variance window (e.g. Light plants, Generators, Backhoe, concrete saw, vacuum, etc.)
   - Generator, Concrete trucks, Concrete pumping truck

3. List any measures that will be taken to reduce the impacts to neighbors. (e.g. No alarms, whistles or sirens will be used, we will notify the neighbors, etc.)
   - We will use spotters (people) ILO of back up sirens, I will notify the neighbors 48 hours in advance, set up early and condense the noise to only when we are pouring where/when applicable.
   - We can also set up the pump truck closer to the road which will allow less travel of the concrete trucks and also proximity to apartments next door.

City of Leander

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

Engineering Department

Temporary Noise Variance Application

Project Address: __Blockhouse Creek Farms Apartments 14951 Ronald Reagan Blvd_

Description of Work:

(3) total concrete pours to be poured between 10/12/2022- 10/25/2022 depending on weather conditions.

In the fields below, please enter the start date and time including setup and traffic control. For the stop date use the ending day and time the variance will be needed including clean up.

Start Date: ____10/12/2022_____ Start Time: _____3:00AM_____

Finish Date: ___10/25/2022_____ Finish Time: ____6PM_____

Applicant Information:

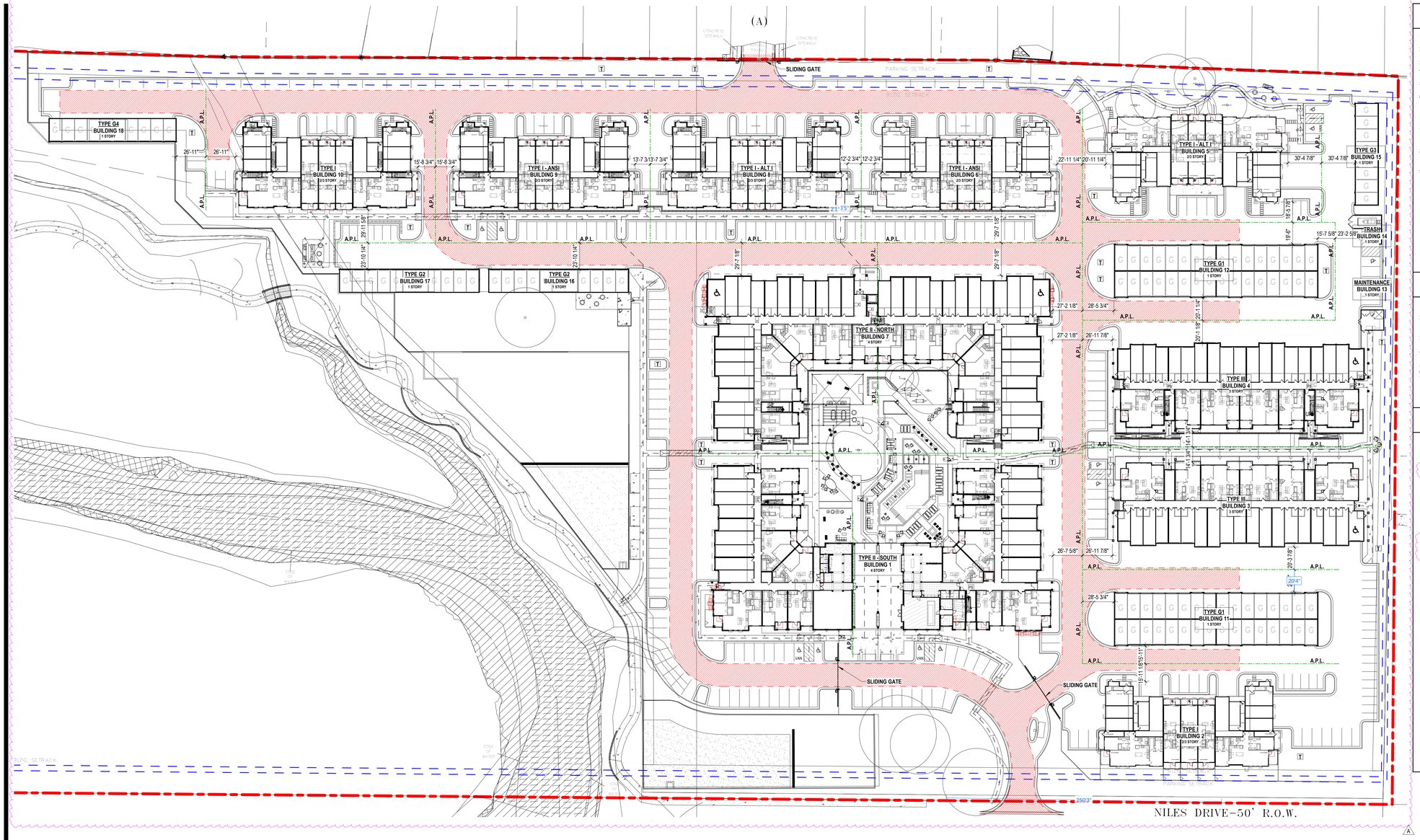
Name: __Jeff Klein__ Company ___Cadence McShane Construction Position: __Superintendent__

Address: _14951 Ronald Reagan_ Phone:__512-750-1964_ E-mail: jklein@cadencemcshane.com__

Contractor Information:

Name: ___Same as above_____ Company _____ Position: _____

Address: _____ Phone: _____ E-mail: _____



1 ARCHITECTURAL SITE PLAN

1" = 40'-0"

ZONING DISTRICT:	**MF (MULTI-FAMILY)**	
SITE ACREAGE:	19.5 ACRES	
FRONT SETBACK:	MAX: NONE; MIN: 25'	PARKING MIN: 20'
SIDE SETBACK:	MAX: NONE; MIN: 10'	PARKING MIN: 5'; (15' WHERE ADJACENT TO SF OR TF)
STREET SIDE SETBACK:	MAX: NONE; MIN: 25'	PARKING MIN: 20'
REAR SETBACK:	MAX: NONE; MIN: 20'	PARKING MIN: 5'; (15' WHERE ADJACENT TO SF OR TF)
DENSITY, MAX:	18 UNITS PER ACRE; WITH MASONRY EXCEPTION (MIN. 85% MASONRY FIRST STORY & MIN. 50% MASONRY FOR OTHER STORIES)	
OTHER:	TYPE (2) SITE COMPONENT; TYPE B ARCH.	
LANDSCAPE REQ'D:	20% OF SITE AREA	
HEIGHT LIMIT:	MAX 45'; (VARIANCE FOR BLDG TYPE II)	
MIN. UNIT SIZE:	EFFICIENCY: 500 SF; 1-BEDROOM: 650 SF; 2-BEDROOM: 850 SF; 3-BEDROOM: 1000 SF	
SITE AREA:	849,420 SF	(19.5 ACRES * 43560 SF)
GROSS FLOOR AREA (GFA):	479,352 SF	
FAR:	0.56	(GROSS FLOOR AREA / SITE AREA)
BUILDING FOOTPRINT:	158,551 SF	
LOT COVERAGE:	19%	(BUILDING FOOTPRINT / SITE AREA)\
DENSITY:	18	(UNITS PER ACRE)

PARKING REQUIRED:
- 1-BEDROOM: 1.5 SPACES/ UNIT
- 2-BEDROOM: 2 SPACES/ UNIT
- 3-BEDROOM: 2.5 SPACES/ UNIT

PARKING SIZE:
- REGULAR: 9'-0" X 17'-6"; AISLE: 25'
- COMPACT: 7'-6" X 15'-0", AISLE :18' (10% MAX.)

BED TYPE	UNIT COUNT	PARKING REQ'D (PER BED TYPE)	TOTAL PARKING REQUIRED
1	212	1.5	318
2	109	2	218
3	26	2.5	65
TOTAL:	347		601

PARKING SPACES PROVIDED

ATTACHED GARAGE	9'-0" x 17'-6"	154
ATTACHED GARAGE HC	9'-0" x 17'-6"	4
DETACHED GARAGE	9'-0" x 17'-6"	104
GARAGE PARKING		262
COMPACT SURFACE SPACES	7'-6" x 15'-0"	35
HC VAN	9'-0" x 17'-6"	4
SURFACE HC SPACES	9'-0" x 17'-6"	8
SURFACE SPACES	9'-0" x 17'-6"	219
TANDEM GARAGE ATTACHED	9'-0" x 17'-6"	40
TANDEM SURFACE SPACES	9'-0" x 17'-6"	40
SURFACE PARKING		346
TOTAL PARKING:		608

SITE NOTES

1. THIS SITE PLAN IS FOR REFERENCE ONLY - REFER TO CIVIL FOR SITE DIMENSIONAL CONTROL.
2. REFER TO CIVIL AND LANDSCAPE DRAWINGS FOR SIDEWALKS AND ACCESSIBLE ROUTE THROUGHOUT SITE, FENCING, GATE LOCATIONS AND DETAILS.
3. REFER TO M.E.P. DRAWINGS FOR ELECTRICAL TRANSFORMER LOCATIONS.
4. DEVELOPMENT AND USE OF THIS SITE MUST CONFORM WITH ALL APPLICABLE CODES AND ORDINANCES.
5. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND UNLESS NOTED OTHERWISE.
6. ALL SITE LIGHTING WILL BE PLACED SO AS TO DIRECT LIGHT AWAY FROM RESIDENTIAL DISTRICTS AND WILL NOT EXCEED ONE-FOOT CANDLE AT THE PROPERTY LINE, UNLESS REQUIRED BY LOCAL ORDINANCE TO BE MORE. NO NOISE, ODOR OR VIBRATION WILL BE EMITTED AT ANY LEVEL EXCEEDING THE GENERAL LEVEL OF NOISE, ODOR OR VIBRATION EMITTED BY USES IN THE AREA OUTSIDE OF THE SITE.
7. OWNERS OF PROPERTY ADJACENT TO PUBLIC RIGHTS-OF-WAY SHALL HAVE RESPONSIBILITY FOR MAINTAINING ALL LANDSCAPING LOCATED IN THE RIGHTS-OF-WAY, IN ACCORDANCE WITH APPROVED PLANS.
8. AFTER FINAL APPROVAL THE PROJECT WILL BE INSPECTED FOR ZONING COMPLIANCE DURING CONSTRUCTION AND PRIOR TO OCCUPANCY. THE CONTRACTOR IS TO NOTIFY THE GOVERNING AUTHORITY PRIOR TO OCCUPANCY TO ARRANGE FOR INSPECTIONS.
9. ALL ROOFTOP EQUIPMENT AND SATELLITE DISHES SHALL BE SCREENED TO THE HEIGHT OF THE TALLEST EQUIPMENT.
10. BARBED, RAZOR, OR CONCERTINA WIRE (OR SIMILAR) SHALL NOT BE USED ON THIS SITE WHERE VISIBLE FROM PUBLIC STREETS OR ADJACENT RESIDENTIAL AREAS.
11. SIDEWALK SLOPES SHALL NOT EXCEED 5%, CROSS SLOPES NOT TO EXCEED 2% (REF. CIVIL).
12. REFER TO SHEET A1.02 FOR PARKING TABULATIONS.
13. EXPANSION JOINTS AT CONCRETE DRIVES ARE TO BE LOCATED EVERY 25 TO 50 FEET ON CENTER IN ALL DIRECTIONS.

FIRE DEPARTMENT NOTES

1. WHERE REQUIRED BY CODE, BUILDING IS TO BE PROVIDED WITH AN AUTOMATIC SPRINKLER SYSTEM PER NFPA 13.
2. NO FIXED OR MOVING GATE SECTION SHALL INTERFERE WITH MINIMUM FIRE DEPT. ACCESS WIDTH, TURNING RADII OR OTHERWISE IMPEDE APPARATUS MOVEMENT OR USE OF FIRE HYDRANTS ETC.
3. FIRE SPRINKLER SYSTEMS ARE DESIGN BUILD. REQUIREMENTS TO BE CONFIRMED BY CONTRACTOR.
4. FIRE APPARATUS ACCESS IS REQUIRED TO BE UNOBSTRUCTED, NOT LESS THAN 24'-0" IN WIDTH, 14'-0" CLEAR HEIGHT.
5. SIGNAGE PACKAGE TO BE DESIGN BUILD. (A)
6. FIRE DEPARTMENT CONNECTION HAS BEEN COORDINATED IN THE PLUMBING PLANS.
7. FIRE DEPT. APPROVED KNOX (3200 ERIES) BOX SHALL BE PROVIDED AT MAIN ENTRY AND/OR (WITHIN 10 FEET OF DOOR AND BETWEEN 4 - 6 FEET FROM FINISHED GRADE). (A) WHERE REQUIRED BY FIRE DEPT. CONTRACTOR TO CONFIRM NUMBER AND LOCATIONS WITH LOCAL FIRE INSPECTOR PRIOR TO INSTALLATION.

SITE LEGEND

- PROPERTY LINE
- BUILDING SETBACK
- (A) 25'-0" WIDE FIRE SERVICE LANE
- PUBLIC WAY
- ACCESSIBLE ROUTE; REF. CIVIL
  - 1:12 (8.33%) MAX RAMP SLOPE
  - 1:20 (5%) MAX RUNNING SLOPE
  - 1:48 (2%) MAX CROSS SLOPE
- T — TRANSFORMER
- DIRECTION OF TRAFFIC
- C — COMPACT PARKING SPACE
- * — ACCESSIBLE BUILDING ENTRANCE
- ACCESSIBLE PARKING SPACE
- VAN — VAN ACCESSIBLE PARKING SPACE
- EV — ELECTRIC VEHICLE

UTILITIES LEGEND

(REFER CIVIL DWGS)

- X — FENCE
- W — UNDERGROUND WATER
- OHE — OVERHEAD ELECTRICAL
- SS — UNDERGROUND SEWER
- FIRE HYDRANT

DESIGNED BY: GLJ
DRAWN BY: BH, HB
AOR: JRM
PLOT DATE 05/05/2022

ISSUE FOR PRICING / BIDDING:
-
ISSUE FOR PERMIT APPLICATION:
09-29-2021
ISSUE FOR CONSTRUCTION:

REVISION SCHEDULE

#	DATE	DESCRIPTION:
A	01/27/22	ADDENDUM A

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14951 RONALD REAGAN BLVD

LEANDER, TX
RYAN COMPANIES

REGISTERED ARCHITECT JAMES RYAN MILLER 19803 STATE OF TEXAS

05/27/2022

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5339 ALPHA ROAD * SUITE 300* DALLAS, TX 75240
T: (972) 701-9636 F: (972) 701-9639
DALLAS * NEWPORT BEACH * NEW ORLEANS * ORLANDO * CHENNAI * MONTEVIDEO
www.humphreys.com

SHEET CONTENTS
ARCHITECTURAL SITE PLAN

SHEET NUMBER
A1.01

SCALE As indicated

20376

IFC SET (05/27/2022)

AGENDA ITEM # 22

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case 19-FP-023 Valley Vista Center Final Plat; generally located to the southwest of the intersection of Gabriels Horn Drive, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date for the Valley Vista Center Final Plat.

Subdivision Ordinance, Article II, Section 24 (g) includes the following provisions.

g. **Application Expiration**.

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

HISTORY/TIMELINE:

01/07/2021 - Valley Vista Center Final Plat Staff Extension Expired
07/07/2021 - Valley Vista Center Final Plat Council Extension Expired

APPLICANT/AGENT:

Randall Jones & Associates Engineering, LLC

PRESENTER:

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

---

Attachments

1. Extension Request Letter
2. Location Exhibit
3. Ordinance

TDM
Tesch Development
& Management Co., LLC

September 21, 2022

Ms. Robin Griffin
Executive Director of Development Services
City of Leander
Via Hand Delivery

RE: 19-FP-023 Valley Vista Center

Dear Robin:

I am writing to request reinstatement of the above referenced Final Plat application due to extenuating circumstances. Enclosed herewith is a check in the amount of $200 covering the cost of this reinstatement.

In response to the final comments in the 6th review letter dated February 22, 2021, Jones & Carter prepared the Mylars for execution by the property owners. Concurrently, we were working to retain a contractor to construct the related public improvements included in 19-PICP-034. Due to supply chain and other issues related to the pandemic, this work was not completed and accepted by the City of Leander until March 22, 2022.

Unfortunately, these delays as well as changes to the grades set forth in the PICP resulted in a dispute between the owners of property included in the Final Plat. The Mylars could not be executed until that dispute was settled. It has now been resolved, and all parties have agreed to move forward toward the recordation of the Final Plat.

A STEM School is planned for Lot 1. A convenience store is planned for Lot 2, and a retail center is planned for Lot 3. All will move forward upon approval and recordation of this Final Plat.

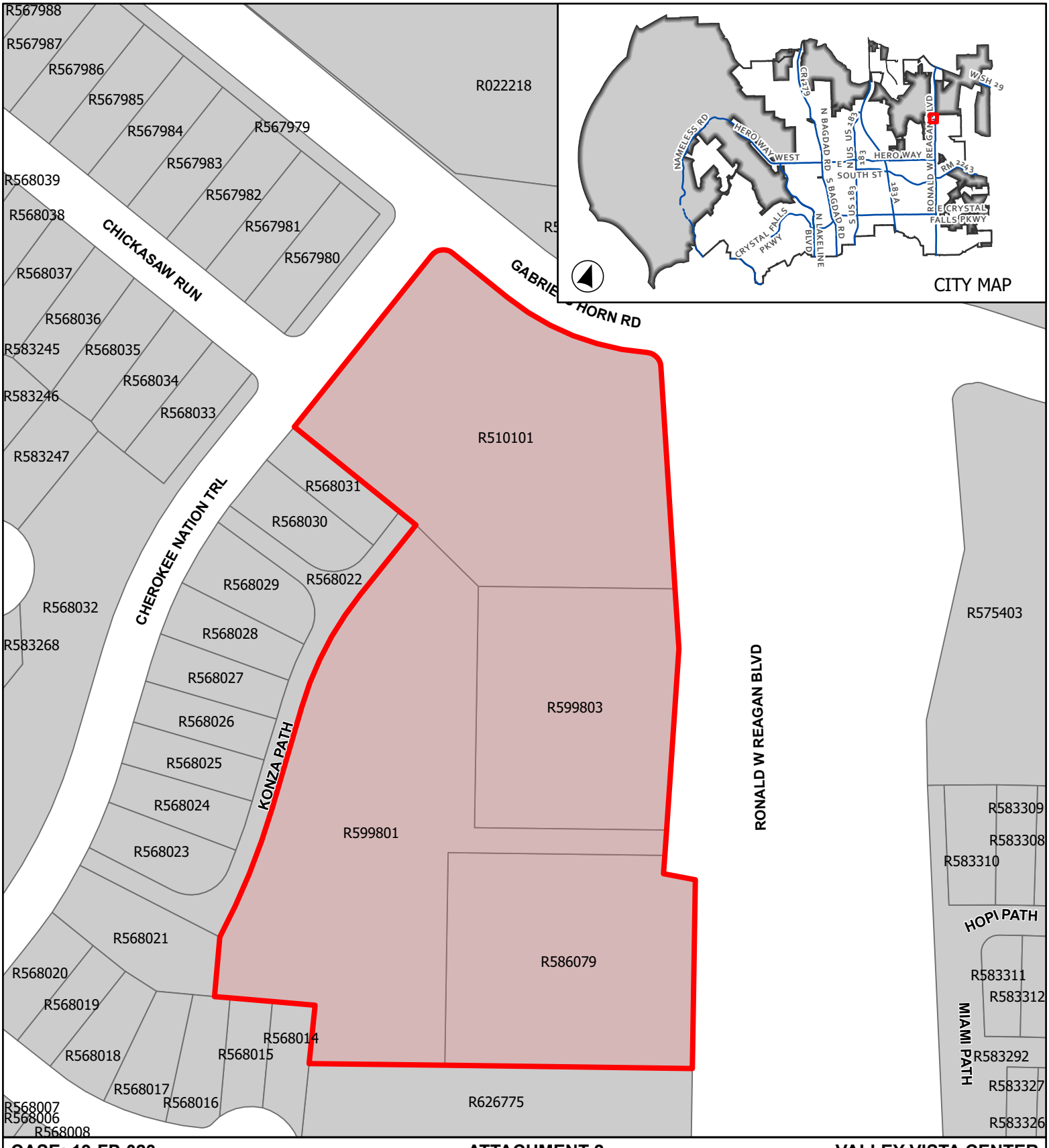
Thank you for your consideration. Please let me know if you need further information or clarification.

Sincerely,

Robert E. Tesch

Robert E. Tesch

2 Greenside at Craig Ranch, 6950 TPC Drive, Suite 110, McKinney, Texas 75070
(469) 795-6615 • Bob@TeschandAssociates.com • TeschandAssociates.com



CASE: 19-FP-023 **ATTACHMENT 2** **VALLEY VISTA CENTER**

Location Map

0 60 120

Feet

Leander City Limits

ETJ

Site Location

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 herin provided.

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 FINAL PLAT APPLICATION FOR THE VALLEY VISTA CENTER SUBDIVISION.

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

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

WHEREAS, the Planning Department granted one six (6) month extension for the Valley Vista Center final plat application (the "Final Plat Application") which expired on or about January 7, 2021;

WHEREAS, the City Council granted one six (6) month extension for the Final Plat Application which expired on or about July 7, 2021;

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

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Final Plat Application to January 7, 2023. In the event that the Final Plat Applications is not approved by the new expiration date, the application shall expire.

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

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

PASSED AND APPROVED on this the 10th day of October, 2022.

ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

AGENDA ITEM # 23

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case 22-Z-002 to amend the current zoning of Interim Single-Family Rural to adopt the Creeks Edge PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) and LO-2-A (Local Office) and to approve Development Agreement 22-DA-019 on one (1) parcel of land approximately 9.977 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R332409; and more commonly known as 14751 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The Planning & Zoning Commission unanimously recommended approval of this request during the August 25, 2022 meeting.

HISTORY/TIMELINE:

01/16/2013 - Annexation
08/25/2022 - Planning & Zoning Commission, 1st Public Hearing
09/15/2022 - City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Drake Engineering (Brodie Campbell) on behalf of Creek Edge Homes, LLC (Shakeel Badarpura)

RECOMMENDATION:

The City Council approved this request during the September 15, 2022 meeting.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Current Zoning
3. FLU Map
4. Public Notification
5. Proposed Zoning
6. Aerial
7. PUD Notes and Conceptual Site Layout & Land Use Plan
8. Letter of Intent
9. Neighborhood Outreach
10. Ordinance
11. P&Z Minutes
12. Masonry Development Agreement

PLANNING ANALYSIS

ZONING CASE 22-Z-002
CREEKS EDGE PUD

GENERAL INFORMATION

Owner/Agent: Mathis Company (Richard Mathias) on behalf of Creek Edge Homes, LLC (Shakeel Badarpura).

Current Zoning: Interim SFR-1-B (Single-Family Rural)

Proposed Zoning: Creeks Edge PUD (Planned Unit Development) with following base zoning districts:
SFT-2-A (Single-Family Townhouse)
LO-2-A (Local Office)

Size and Location: The property is located at 14751 Ronald W Reagan Blvd, including approximately 9.977 acres.

Staff Contact: Jason Pho, Assistant Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop a mixed-use development including local office and townhouses. The 1.23 acre tract that fronts Ronald W Reagan Blvd is proposed for local office uses with the remainder parcel developed as 74 townhouse units.

STAFF CONCLUSIONS

Y	N	
☒	☐	Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 2*-3.
☒	☐	Does the proposal comply with the goal statements of the Comprehensive Plan? *see page* 3.
☒	☐	Does the proposal warrant any other special considerations? *see below.*

SPECIAL CONSIDERATIONS

This project is situated between two multi-family projects – Leander Junction Apartments to the north and Lenox Hills townhouses to the south. This development was previously part of the Blockhouse Creek PUD that contemplated a condo regime residential development. The zoning approval was tied to a closing date for the property and expired.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	MF-2-B	Leander Junction, Multi-Family Subdivision
EAST	SFR-2-B	Drainage Pond, Undeveloped Land

SOUTH	Lenox Hill Townhouses PUD	Planned Single-Family Townhome Development (under review)
WEST	Outside City Limits	Large Lot Residential

SURROUNDING AREA:
This property is located to the south of Journey Pkwy and West of Ronald W Reagan Blvd. The Leander property is located Leander Junction, a multi-family subdivision that was originally under the Blockhouse Crossing PUD (13-071-00, expired). To the east is located a detention pond owned by the City of Leader; westward are the city's limits abutting Cedar Park. South of the property is an undeveloped property under the Blockhouse Townhouses PUD (19-024-00) and a plat currently in review.

PHYSICAL AND NATURAL FEATURES:
This property contains a 100 year floodplain towards the middle of the lot. The front of the lot contains a single family-residence with minimal tree coverage. Towards the rear, the lot is dominated by tree cover.

PROPERTY HISTORY:
This property annexed into the City of Leander on January 16, 2013.

PREVIOUS ZONING CASES:
The following zone cases were previously submitted for this property:

- 12/05/2013 – Blockhouse Crossing PUD. This PUD required that a concept plan was submitted within a specific timeframe. The PUD expired and the property reverted back to the Interim SFR-1-B zoning.

MAJOR CORRIDORS:
This property has access onto Ronald W Reagan Blvd.

TRANSPORTATION PLAN REQUIREMENTS:
This property potentially includes ROW dedication along Ronald W Reagan Blvd in addition to the construction of a ten (10') foot sidewalk. At the time of Concept Plan Submittal, the applicant will submit either a Traffic Impact Analysis (TIA) or a request to pay a fee in lieu of TIA as determined by the City Engineer.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Ronald W Reagan	6-Access Controlled	Existing Roadway	220' ROW East side 10' sidewalk Westside 10' sidewalk

SUBDIVISIONS:
This property is currently unplatted.

EXISTING UTILITIES:
This property has access to a 12" water line main and 30" wastewater line along Ronald W Reagan Blvd.

CURRENT LAND USES:
This property is currently has a single-family home that fronts Ronald W Reagan Blvd.

PROPOSED ZONING DISTRICT:

USE COMPONENTS

LC – LOCAL COMMERCIAL:
Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.
Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SFT – SINGLE FAMILY TOWNHOME
Features: 2,000 sq. ft. lot min; 700 sq. ft. living area min.
Intent: Development of single-family attached dwellings on very small sized lots and for other uses that are compatible and complimentary to attached residential development. A variety of lot sizes shall be provided within one half mile of major intersections such as arterials or collectors and along residential collectors. The higher density residential shall be located closest to major intersections such as arterials or collectors and transition to lower density uses further away from the major intersections. This component provides for higher density lots and serves as a transition between moderate size lots and higher density areas. This component is generally intended as follows:

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

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

(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, multifamily, two-family, townhouse or small lot residential development with adjacent property that is more restricted.

(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.

(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.

(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

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

Applicable Future Land Use categories

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.

MULTI-USE CORRIDOR – PRIORITY CORRIDOR

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on September 8, 2021. The following changes were made to the project since the development meeting was held:

- No significant changes

NOTIFICATION

07/29/2022 - Public Notice on Hill Country News
08/10/2022 - Mail Notification to Property Owners within 200'
08/10/2022 - Public Hearing Signage Posted on Property
08/25/2022 - Planning and Zoning Commission Public Hearing
09/15/2022 - City Council Public Hearing & First Reading of the Ordinance
10/10/2022 - 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.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This request intends to provide flexibility for placement of buildings and construction of private streets to preserve the natural waterway, protect the steeper slope areas, and preserve as many of the significant tree stand as possible. Building setbacks will be reduced slightly and limited to the overall development, with reduced setbacks along the interior private street. Building materials will be identified to assure a cohesive and unified development style.

This PUD allows for a single-family townhouse development mixed with commercial uses. Multiple townhouses will be permitted on a single lot and the PUD also includes a list of prohibited uses. The request includes allowing the private drives to address perimeter block length requirements as well as some enhanced landscaping provisions. Phasing is provided that requires that the commercial is built before or concurrently with the residential development. Additional modifications are included in Exhibit A.

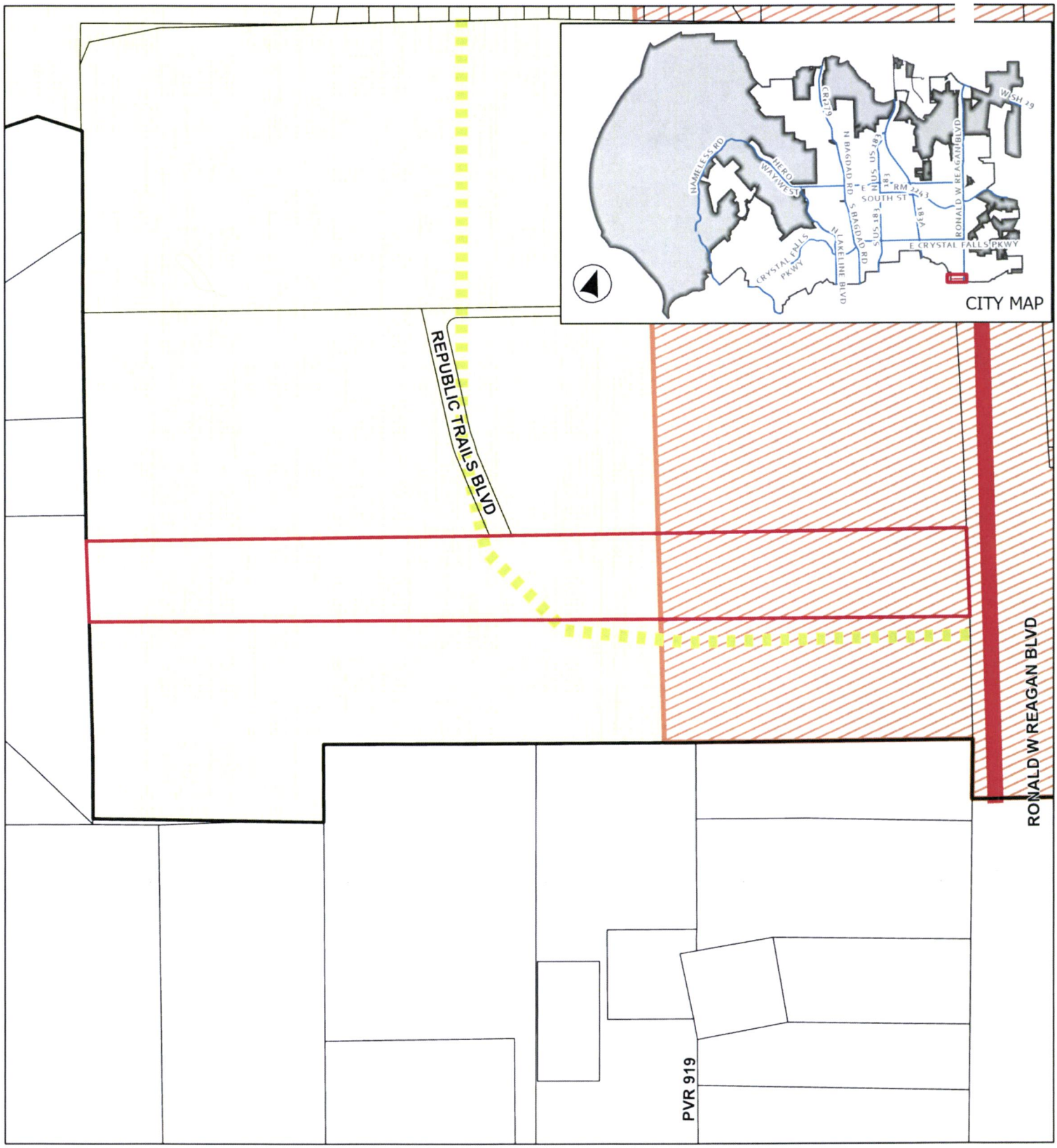
CASE: 22-Z-002 **ATTACHMENT 2** **CREEKS EDGE PUD**

Current Zoning

Leander City Limits
ETJ
Subject Area
SFR - Single-Family Rural
SFE - Single-Family Estate
SFC - Single-Family Compact
MF - Multi-Family
LO - Local Office
GC - General Commercial
PUD - Townhomes

0 112.5225
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 herin provided.



CASE: 22-Z-002 **ATTACHMENT 3** **CREEKS EDGE PUD**

Future Land Use Map

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

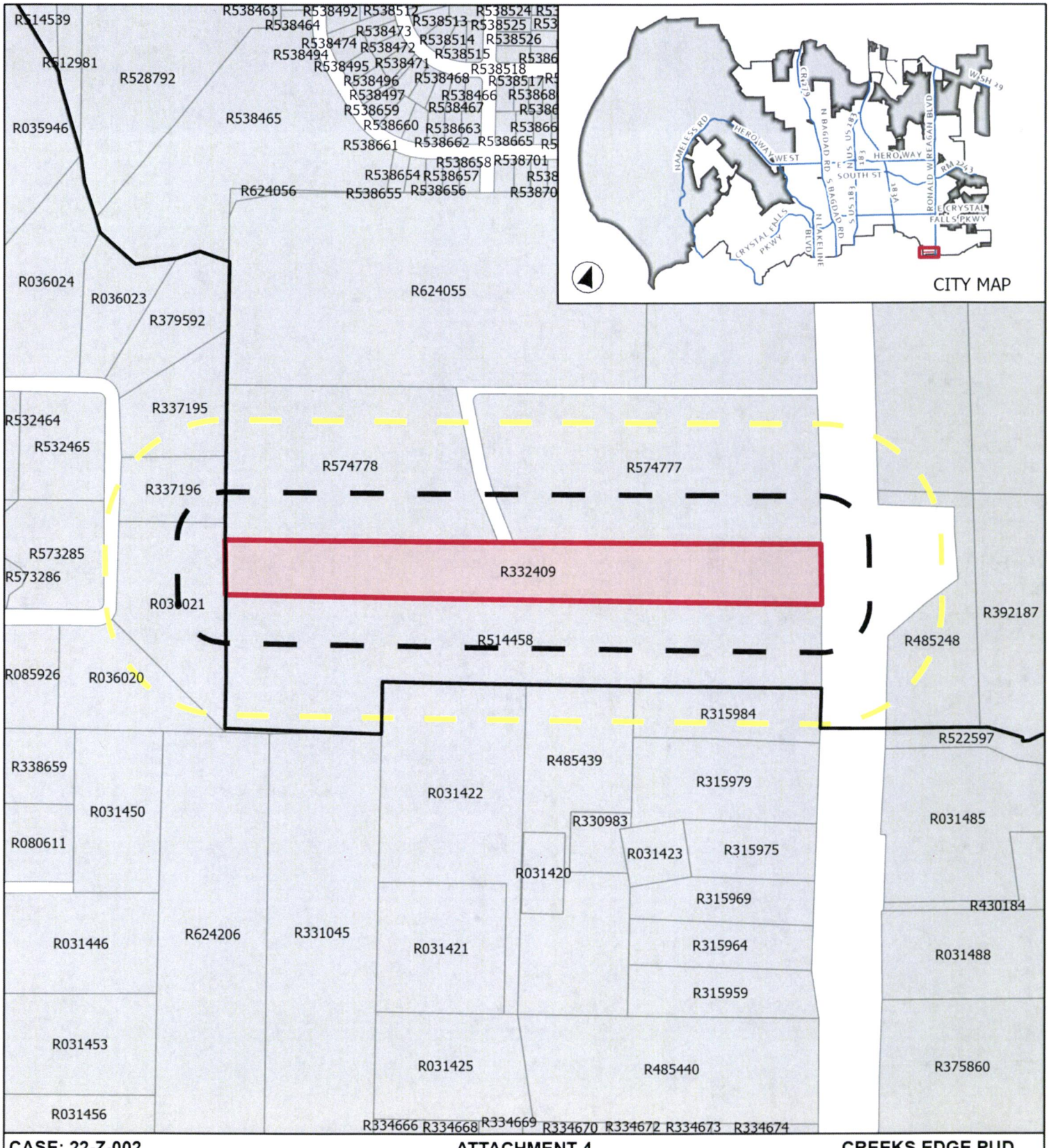
0 140 280

Feet

- Leander City Limits
- Leander ETJ
- Subject Area
- Access Controlled, Existing
- Collector, Proposed

Future Land Use

- Neighborhood Residential
- Multi-Use Corridor - Priority Corridor



CASE: 22-Z-002 **ATTACHMENT 4** **CREEKS EDGE PUD**

Public Notification

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0 215 430

Feet

- Subject Area
- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ

CASE: 22-Z-002 **ATTACHMENT 5** **CREEKS EDGE PUD**

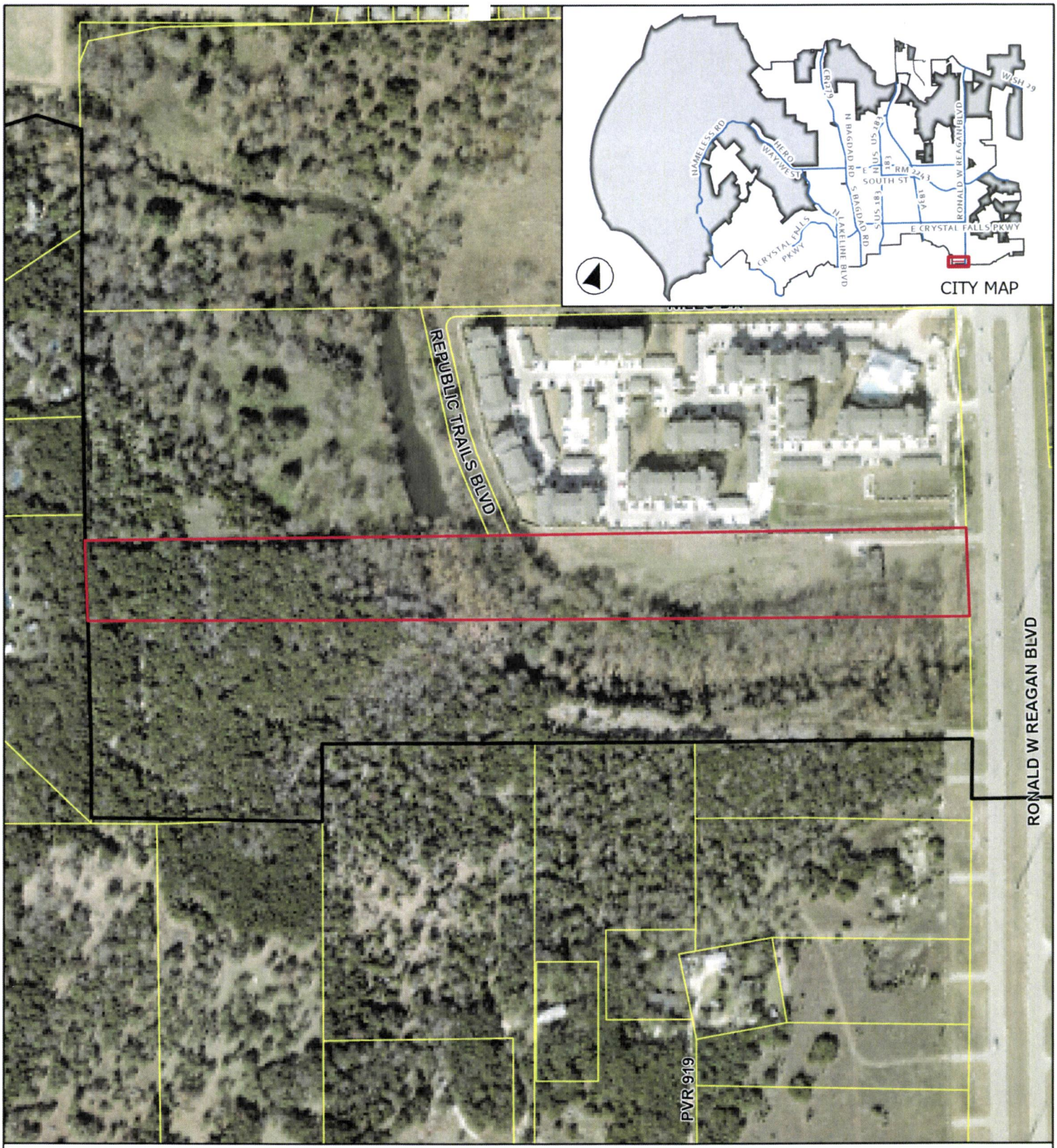
Proposed Zoning

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 herin provided.

- Leander City Limits
- ETJ
- Subject Area
- SFR - Single-Family Rural
- SFE - Single-Family Estate
- SFC - Single-Family Compact
- MF - Multi-Family
- LO - Local Office
- GC - General Commercial
- PUD - Townhomes
- PUD - Local Office

0 112.5225

Feet



CASE: 22-Z-002 **ATTACHMENT 6** **CREEKS EDGE 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 herin provided.

0 130 260

Feet

- Leander City Limits
- Leander ETJ
- Subject Area

EXHIBIT "A"

Creeks Edge Planned Unit Development Notes

A. Purpose and Intent

1. The Creeks Edge PUD is composed of approximately 9.977 acres, located on the southern boundary of the City of Leander on Ronald Reagan Boulevard as shown in **Exhibit "B"**. The development of this property includes attached residential townhouses and local office.
2. Phase 1 of this project shall include the office development and amenity center portion of the site. The residential development may be submitted concurrently with Phase 1 or after Phase 1. The certificates of occupancy for Phase 1 shall be issued prior to the issuance of the certificates of occupancy for the residential units.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply 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.

   SFT-2 -A Single-Family Townhouse
   LO-2-A Local Office

C. Conceptual Site Layout & Land Use Plan

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

D. Allowable / Prohibited Uses

1. The allowable uses shall include attached and detached residential, and local office. Multiple residential units are permitted on one lot as part of a condo regime.
2. The maximum unit count shall be 72 units.
3. The townhomes will be developed under a condo regime and not on individual lots. A street section is provided as **Exhibit "D"**.
4. The minimum square footage for the local office development site shall be 9,500 sf.

E. Development Standards

1. This PUD is being developed as a single lot consisting of both office and townhouse uses. Building, parking, and drive aisle setbacks shown in the tables below are measured from the property lines of the PUD boundary and as shown on **Exhibit "C"**.

TABLE E.1. – BUILDING, STRUCTURE, PAVING, PARKING, & LOADING SETBACKS (Residential)

		Minimum Setback
Front Building Setback	Ronald Reagan Blvd	25 ft
	Internal Private Streets	15 ft
Side Building Setback	Side Building Setback	15 ft
	Street Side Building Setback (Internal private streets)	5 ft
Rear Building Setback	Rear Setback	15 ft
Paving, Parking, Loading Setbacks	Front	15 ft
	Side, Street Side & Rear	5 ft

TABLE E.2. – BUILDING, STRUCTURE, PAVING, PARKING, LOADING, CANOPIES, & OUTDOOR DISPLAY SETBACKS (Non-Residential)

		Minimum Setback
Front Building Setback	Ronald Reagan Blvd	25 ft
	Internal Private Street	15 ft
Side Building Setback	Side Building Setback	15 ft
	Street Side Building Setback	15 ft
Special Building Setback Where Adjacent to SFT*	Rear Building Setback	50 ft
Rear Building Setback	Rear Building Setback	10 ft
Paving, Parking, Loading Setbacks	Front	15 ft
	Side, Street Side & Rear	5 ft

* Amenity Center is considered to be non-residential for the purposes of this setback.

2. Article III, Section 42 (b) (2) (iii) of the Subdivision Ordinance will be met with a private street that will be extended to the boundary lines for connectivity with the properties to the north and south.
3. Article III, Section 45 (a) (2) of the Subdivision Ordinance will be met with a private street that will be extended to the boundary lines for connectivity with the properties to the north and south.
4. Fencing facing the greenbelt will be limited to wrought iron or decorative tubular metal fencing.
5. Minimum unit size will be 1,000 square feet.
6. There shall be no more than three (3) attached residential units per building.
7. An amenity center will include the addition of an outdoor landscape pool area, meeting

and conference room space, and community gym facility.

8. Two access points will be provided or an approved automatic fire sprinkler system will be installed throughout all units/buildings within the project, including attic spaces, small rooms, balconies, etc.
9. The Public Pedestrian Trail planned along Block House Creek will be constructed with this project in cooperation and coordination with the Parks Department.

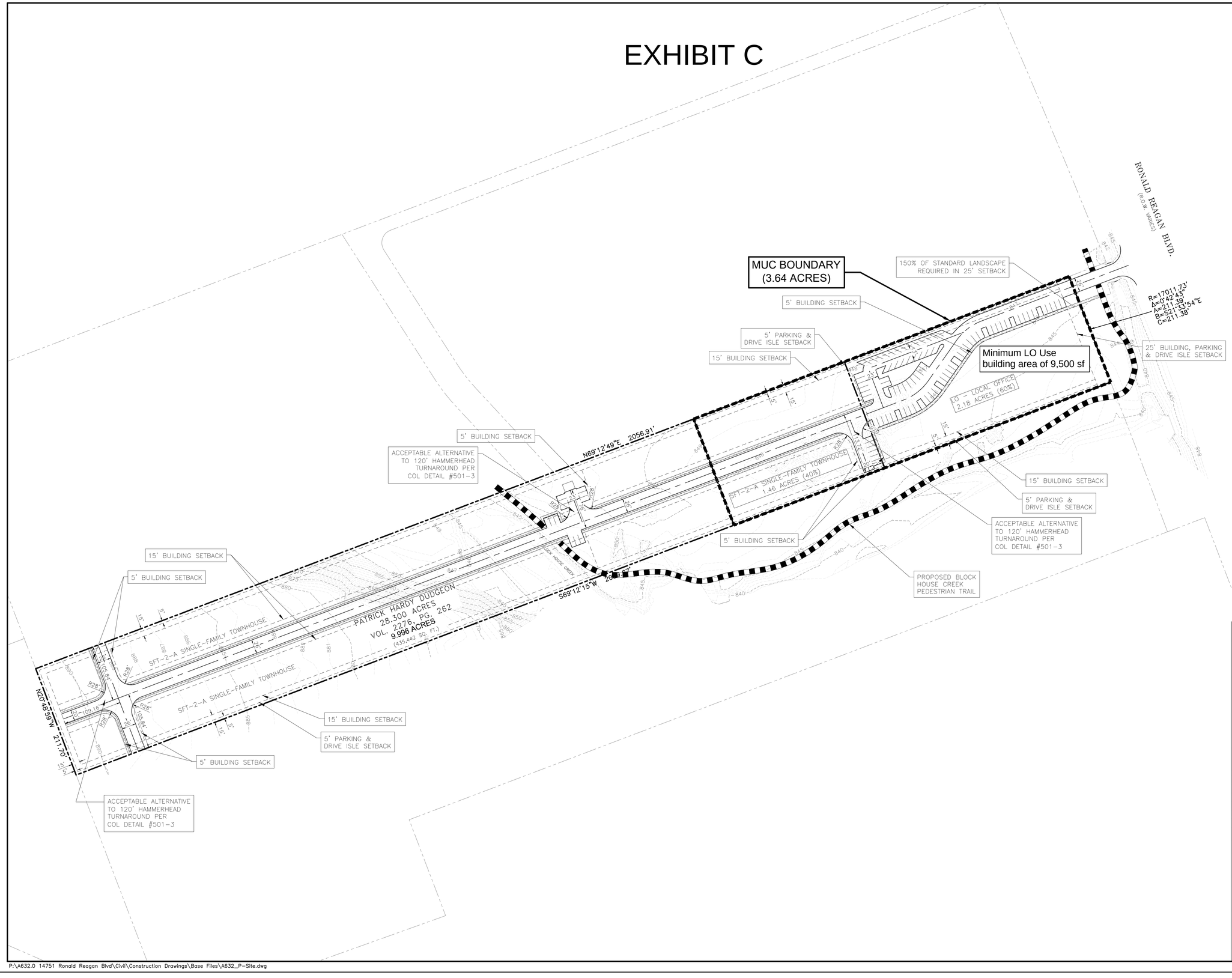
F. <u>Architectural Standards</u>

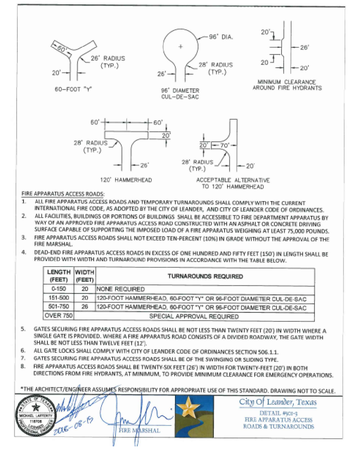
1. All residential product shall be designed with the Type A Architectural Component, unless otherwise amended by this section.
2. Buildings shall be constructed to a single-family residential scale. No first-floor building area shall exceed eight thousand (8,000) gross square feet.

G. <u>Landscaping & HOA</u>

1. Landscaping in the twenty-five (25') foot front building setback area shall be one hundred fifty (150%) percent of the standard landscape requirements.
2. All setback areas shall be landscaped at a rate of two (2) – three (3") inch caliper shade trees and six (6) – five (5) gallon shrubs per six hundred (600) square feet, which is an increase of one hundred fifty (150%) percent of the requirement.
3. A Home Owners Association will be established to maintain the grounds and the structures outside the buildings in continuity.
4. Turf grass in the narrow strips adjacent to street curbs between sidewalk and street pavement shall be prohibited. Materials such as river rock crushed granite, or similar product shall be used in this location.
5. All HOA landscape areas shall be limited to fifty (50%) percent turf grass coverage.

EXHIBIT C





FIRE APPARATUS ACCESS ROADS:

1. ALL FIRE APPARATUS ACCESS ROADS AND TEMPORARY TURNAROUNDS SHALL COMPLY WITH THE CURRENT INTERNATIONAL FIRE CODE, AS ADOPTED BY THE CITY OF LEANDER, AND CITY OF LEANDER CODE OF ORDINANCES.
2. ALL FACILITIES, BUILDINGS OR PORTIONS OF BUILDINGS SHALL BE ACCESSIBLE TO FIRE DEPARTMENT APPARATUS BY WAY OF AN APPROVED FIRE APPARATUS ACCESS ROAD CONSTRUCTED WITH AN ASPHALT OR CONCRETE DRIVING SURFACE CAPABLE OF SUPPORTING THE IMPOSED LOAD OF A FIRE APPARATUS WEIGHING AT LEAST 75,000 POUNDS.
3. FIRE APPARATUS ACCESS ROADS SHALL NOT EXCEED TEN-PERCENT (10%) IN GRADE WITHOUT THE APPROVAL OF THE FIRE MARSHAL.
4. DEAD-END FIRE APPARATUS ACCESS ROADS IN EXCESS OF ONE HUNDRED AND FIFTY FEET (150) IN LENGTH SHALL BE PROVIDED WITH WIDTH AND TURNAROUND PROVISIONS IN ACCORDANCE WITH THE TABLE BELOW.

LENGTH (FEET)	WIDTH (FEET)	TURNAROUNDS REQUIRED
0-150	20	NONE REQUIRED
151-500	20	120-FOOT HAMMERHEAD, 60-FOOT "Y" OR 96-FOOT DIAMETER CUL-DE-SAC
501-750	26	120-FOOT HAMMERHEAD, 60-FOOT "Y" OR 96-FOOT DIAMETER CUL-DE-SAC
OVER 750	SPECIAL APPROVAL REQUIRED	

5. GATES SECURING FIRE APPARATUS ACCESS ROADS SHALL BE NOT LESS THAN TWENTY FEET (20) IN WIDTH WHERE A SINGLE GATE IS PROVIDED. WHERE A FIRE APPARATUS ROAD CONSISTS OF A DIVIDED ROADWAY, THE GATE WIDTH SHALL BE NOT LESS THAN TWELVE FEET (12').
6. ALL GATE LOCKS SHALL COMPLY WITH CITY OF LEANDER CODE OF ORDINANCES SECTION 506.1.1.
7. GATES SECURING FIRE APPARATUS ACCESS ROADS SHALL BE OF THE SWINGING OR SLIDING TYPE.
8. FIRE APPARATUS ACCESS ROADS SHALL BE TWENTY-SIX FEET (26') IN WIDTH FOR TWENTY-FEET (20') IN BOTH DIRECTIONS FROM FIRE HYDRANTS, AT MINIMUM, TO PROVIDE MINIMUM CLEARANCE FOR EMERGENCY OPERATIONS.

*THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD. DRAWING NOT TO SCALE.

MICHAEL LAPOINT — 78726 — LICENSED — FIRE MARSHAL

City Of Leander, Texas
DETAIL #501-3
FIRE APPARATUS ACCESS ROADS & TURNAROUNDS

THIS SITE PLAN IS CONCEPTUAL AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH THE COMPOSITE ZONING ORDINANCE OR SUBDIVISION ORDINANCE.

N

0' 40' 80' 160'
SCALE: 1"=80'

14751 RONALD REAGAN BLVD.
14751 RONALD REAGAN BLVD, LEANDER, TEXAS 78641

EXHIBIT 'C'
CONCEPTUAL SITE LAYOUT
& LAND USE PLAN

CIVILITUDE
ENGINEERS & PLANNERS
5110 LANCASTER CT, AUSTIN, TX 78723, FIRM REG # F12469
PHONE 512 761 6161, FAX 512 761 6167, INFO@CIVILITUDE.COM

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

NO.	DATE	REVISIONS	SHEET

SCALE:
JOB NO: A632
DGN BY: SAC
DWN BY: SAC
RVW BY: NMH

SHEET NO.
1
OF 1

14751 RONALD REAGAN BLVD, LEANDER, TEXAS 78641 — 14751 RONALD REAGAN — 22-SD-XXX

P:\A632.0 14751 Ronald Reagan Blvd\Civil\Construction Drawings\Base Files\A632_P-Site.dwg

mathias company
land development consultants

January 27, 2022

City of Leander
Planning Department
P.O. Box 319
Leander, Texas 78646

RE: Creeks Edge PUD Application
Letter of Intent
14751 Ronald Reagan Blvd

The Creeks Edge PUD is a proposed 9.977-acre parcel with 211 feet of frontage on the west side of Ronald Reagan Blvd near the south boundary of the Leander city limits. The subject property adjoins the Blockhouse Townhouse PUD to the south, an existing apartment complex to the north, and an existing single-family subdivision located outside of the city limits to the west.

The subject property is a long and narrow parcel that is divided by Block House Creek that bisects the property near its center. Topography is generally flat with steeper slopes along the banks of Block House Creek and an area of steep slopes running through the site parallel and just west of the creek. The site has a few scattered trees with a heavy concentration along both sides and within the channel of the creek.

The subject property is located within the Priority Multi-Use Corridor and Neighborhood Residential future land use category. This application for LO and SFT use districts under a PUD application is consistent with the FLUM. The subject property is currently zoned SFR-1-B and is undeveloped. The Creeks Edge PUD is planned as a mixed-use development consisting of a 1.23-acre tract fronting Ronald Reagan Blvd for development as an office use under the LO Local Office zoning district, with the remainder being developed as townhouse residential under the SFT-2-A use district. A private street measuring 28 feet in width will provide access through the property via Ronald Reagan Blvd. The residential component will consist of both attached and detached townhomes with a pool and community center, including guest parking. Residential buildings will be 2-story with a maximum building height of 35 feet. Drainage improvements that may include detention and filtration systems will be located along or near Block House Creek. The residential community will be managed and maintained by a private HOA. The following is a summary of the higher standards being proposed with this PUD:

1. Fencing facing the greenbelt will be limited to wrought iron or decorative tubular metal fencing.
2. Minimum unit size will be 1000 square feet, which exceeds the minimum allowable 700 square foot unit size.
3. There shall be no more than 3 attached residential units per building which is 5 units

less than the maximum number allowed by conventional zoning.

4. The maximum units for the proposed development is 74 units, substantially less than allowed by conventional zoning.
5. The community will include the addition an outdoor landscape pool area, meeting and conference room space, and community gym facility not otherwise required.
6. All residential product shall be designed with the Type A Architectural Component, unless otherwise amended by the PUD notes.
7. Buildings shall be constructed to a single-family residential scale. No first-floor building area shall exceed eight thousand (8,000) gross square feet.
8. Landscaping Requirements will comply with the Central Texas Grow Green Guide and Composite Zoning Ordinance.
9. Landscaping in the 25-foot front building setback area shall be 150% of the standard landscape requirements.
10. All setback areas shall be landscaped at a rate of two 3-inch caliper shade trees and six 5-gallon shrubs per 600 square feet, which is an increase of 150% of the requirement.
11. A Home Owners Association will be established to maintain the grounds and the structures outside the buildings in continuity.

This PUD application intends to provide flexibility for placement of buildings and construction of private streets in order to preserve the natural waterway, protect the steeper slope areas, and preserve as many of the significant tree stand as possible. Building setbacks will be reduced slightly and limited to the overall 9.977-acre parcel, with modest setbacks along the interior private street. Building materials will be identified to assure a cohesive and unified development style.

Attached are the PUD application and all of the requested and required documents shown on the application checklist.

Please feel free to contact our office if you have any questions or need any additional information.

Sincerely,

Richard Mathias

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.

   A letter, accompanied by a copy of the complete application and exhibits, was sent to each land owner on the attached list via USPS. These documents were prepared and mailed by the applicant, Richard Mathias. See attached materials that were mailed.

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 and 1 HOA within 500 feet of this application were notified. See attached map and list.

3. What concerns were raised during these communications?

   We have not received any response from any of the individuals or parties that were notified.

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

   We have not received any response from any of the individuals or parties that were notified.

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

Signature: Richard Mathias Digitally signed by Richard Mathias DN: C=US, E=richard@mathiascompany.com, O=Mathias Company, CN=Richard Mathias Date: 2022.03.31 10:44:46-05'00' Date March 31, 2022

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE CREEKS EDGE PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICTS OF SFT-2-A (SINGLE-FAMILY TOWNHOUSE) AND LO-2-A (LOCAL OFFICE); 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 9.977 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification number R332409; more particularly described in Instrument Number 2021149819 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Creeks Edge PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) and LO-2-A (Local Office). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", and "C", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 15th day of September, 2022.
FINALLY PASSED AND APPROVED on this the 10th day of October, 2022.

ATTEST: **THE CITY OF LEANDER, TEXAS:**

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS

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

August 25, 2022 at 7:00 PM

Place 1 – Donnie Mahan, *Vice Chair*	**Place 5 – Gary Hampton, Jr.**
Place 2 – John Cosgrove, *Chair*	**Place 6 – Laura Lantrip**
Place 3 – Ron May	**Place 7 – Rick Carpenter**
Place 4 – Deirdre Moss	

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

1. Call to Order at 7:00 p.m.

2. Roll Call.

   All Commissioners were present except Commissioner Hampton, Jr.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the August 18, 2022, meeting

4. Review of meeting protocol.

5. Citizen Comments: Three (3) minutes allowed per speaker.
   [Please turn in speaker request form before the meeting begins.]

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case 22-FP-002 regarding Horizon Lake Phase 3 Section 1 and 2 Final Plat on two parcels of land approximately 16.928 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031236 and R601928; generally located west of Horizon Park Blvd. and Leeward Pass, Leander, Williamson County, Texas.

7. Approval of Subdivision Case 22-FP-004 regarding Edgewood Phase 1 Section 1 Final Plat on one parcel of land approximately 52.610 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R619606; generally located east of CR 175 approximately 3,700 ft. south of RM 2243, Leander, Williamson County, Texas.

8. Disapproval of Subdivision Case 22-SFP-009 to approve the Moon Valley Short Form Final Plat on two parcels of land approximately 8.8 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031223 and R319362; more commonly known as 15841 Ronald Reagan Blvd, Leander, Williamson County, Texas.

9. Approval of Minutes.

Motion made by Commissioner Lantrip to approve the consent agenda items 6 through 9, seconded by Commissioner May.

6 to 0 Passed

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-002 to amend the current zoning of Interim Single-Family Rural to adopt the Creeks Edge PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) and LO-2-A (Local Office) on one parcel of land approximately 9.977 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R332409; and more commonly known as 14751 Ronald W Reagan Blvd, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-002 as described above.

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

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

11. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-005 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 675 Kauffman Loop PUD (Planning Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) on two parcels of land approximately 24.91 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and more commonly known as 675 Kauffman Loop, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-005 as described above.

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

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

REGULAR AGENDA

12. Adjournment at 7:22 p.m.

APPROVED:

_____
CHAIRMAN COSGROVE

ATTEST:

_____
ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY

MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE CREEKS EDGE DEVELOPMENT

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

Section 1. Purpose; Consideration.

(a) The Developer owns that certain 9.977 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for commercial and residential uses (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.

(b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.

(c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

(a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

(a) Development Requirements. The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least eight-five (85%) percent for first story walls and fifty (50%) percent for each additional story shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.

(b) Building Permits. The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

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

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

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

(b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

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

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

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

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

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

Section 10. Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

Any notice mailed to the City shall be addressed:
City of Leander
Attn: City Manager
P.O. Box 319
Leander, Texas 78641
Williamson County

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

Any notice mailed to the Developer shall be addressed:
Creeks Edge Homes, LLC
Attn: Shakeel Badarpura, Manager
11940 Jollyville Rd, STE 110-N
Austin, Texas 78759
Travis County

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

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

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or

unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

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

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

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

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

Section 18. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

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

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

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

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

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

Exhibit A – Property Description & Sketch

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

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

Attest:

By:_____
Name: Dara Crabtree
Title: City Secretary

By:_____
Name: Christine Sederquist
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

_____
Notary Public, State of Texas

DEVELOPER:

By: _____
Name: NASRUDDIN MAHESANIA
Title: Manager

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 15th day of July, 2022, by Nasruddin Mahesania, Manager of Creek Edge Homes, a limited liability Texas company, on behalf of said company.

(SEAL)

_____
Notary Public, State of Texas

DIRGHA KAFLE
Notary ID #131785442
My Commission Expires
November 5, 2022

EXHIBIT "A"

Description of Property

AGENDA ITEM # 24

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding the 675 Kauffman Loop Annexation Case 22-A-001 regarding the voluntary annexation of 25.025 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and commonly addressed as 675 Kauffman Loop, Leander, Williamson County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 25.025 acres ± as described above. The resolution sets the public hearing for September 15, 2022 and the readings of the ordinance for September 15, 2022 and October 10, 2022.

This property is subject to a development agreement between the property owner and the City that requires annexation when the land use redevelops and is no longer used for agricultural purposes. This annexation will be paired with a zoning application that will run concurrently with the annexation. Approval of this item does not approve the annexation.

HISTORY/TIMELINE:

08/18/2022 - Resolution Adopted
09/15/2022 - City Council, 1st Public Hearing

APPLICANT/AGENT:

CEC, Inc (Michael Theone) on behalf of 675 Kaufman Lp (Joe Williams)

RECOMMENDATION:

The City Council approved this request during the September 15, 2022 meeting.

PRESENTER:

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

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Attachments

1. Resolution
2. Location Map
3. Schedule
4. Ordinance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 25.025 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the "City"), a home-rule City, for annexation of said property, more particularly described herein (hereinafter, the "subject property"), into the City limits; and

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

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

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

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

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

Section 2. Proceedings. The petition for annexation of the subject property, described hereinbelow and in greater specificity in **Exhibit A**, attached hereto and incorporated by reference herein, including the abutting streets, roadways, and rights of way, not previously annexed into the City, and the draft service plan shown in **Exhibit B**, are hereby accepted:

Tract 1:

BEING 24.91 acres of the Greenlief Fisk Survey, Abstract No. 5, in Williamson County,Texas. This tract is a part of the property called 30.3 ac. which was described in a deed from Mildred Kauffman et.al., to Virginia Carol Kauffinan Dipprey of record in Doc. 9612227, of the Official Records Williamson County, Texas (ORWCT); the same property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT); less the right of way dedicated for State Highway 104 , now State Highway 29 (264/79, as conveyed by A.P. Kauffman to the State of Texas in 1932); and less the 3.554 acre tract that was conveyed to Ironwood Real Estate LLC (Doc. 2006078782). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered professional Land Surveyor No. 1847. Survey note: The bearing basis for

this survey is the Texas coordinate system of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

Tract 2:

BEING 0.12 ac. (5291 sq. feet area), situated in the Greenlief Fisk Survey, Abstract No. 5 in Williamson County, Texas. This parcel exists adjacent to the South boundary of a property called 30.3 ac. which was described in a deed from Mildred Kauffman, et. al., to Virginia Carol Kauffinan Dipprey of record in Doc. 9612227, of the Official Records of Williamson County, Texas (ORWCT); the same property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

A public hearing has been set for the date of **September 15th, 2022**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, **Exhibit A** shall control.

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

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

PASSED AND APPROVED this the ___ day of _____, 2022.

ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

Exhibit A

SUBJECT PROPERTY DESCRIPTION

SEE FOLLOWING TWO ATTACHED PAGES LABELED EXHIBIT A AND EXHIBIT B FOR METES AND BOUNDS DESCRIPTION

EXHIBIT "A"

BEING 24.91 acres of the Greenlief Fisk Survey, Abstract No. 5, in Williamson County, Texas. This tract is a part of the property called 30.3 ac. which was described in a deed from Mildred Kauffman, et al., to Virginia Carol Kauffman Dipprey of record in Doc. 9612227, of the Official Records of Williamson County, Texas (ORWCT); the same property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT); less the right of way dedicated for State Highway 104, now State Highway 29 (264/79, as conveyed by A.P. Kauffman to the State of Texas in 1932); and less the 3.554 acre tract that was conveyed to Ironwood Real Estate LLC (Doc. 2006078782). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

BEGINNING at a concrete monument which was found in the South line of State Highwy 29, at the lower Northeast corner of the property of Virginia and Ronald Dipprey, as it now exists. This corner exists at a bend in the East line of the said 30.30 acres as described in the said deeds to Dipprey. As described in the Dipprey deeds, the Northeast corner of the 30.30 acres bears N 02°09'E 100.05 feet. This corner exists in the South line of State Highway 29 and in the South line of the R.O. W. as described in Vol. 264, Pg. 79, D/R.

THENCE along or near the fenced East line of Dipprey and the West boundary of the property that was conveyed to Rancho Sienna Ltd. (87 ac. Doc. 2004083179), S 10°21'43"W 1515.05 feet to an iron pin which was set South of the fence corner .

THENCE with the South line of the said tract called 30.3 acres as described in the said Dipprey deeds, and with the North line of County Road 268, following a line that departs from the existing fence, N 87°14'28"W 38.71 feet to an iron pin which was set in the North line of the roadway that is known as Kauffman Loop, continuing with the North line of County Road 268, N 87°15'11" W 293.73 feet to an iron pin set. An iron pin found (reference mon.) stands (L1) N 23°39'29"W 6.30 feet. This boundary follows the North side of a 0.12 acre parcel (described this date) which exists in the former roadbed of County Road 268 at a location where the former County Road 268 has been reconfigured and is now known as Kauffman Loop.

THENCE N 19°24'51"W 1197.83 feet, along or near the general line of an existing fence, with the West line of the Dipprey property and the East boundary of the property that was conveyed to Edna Knauth as Independent Executrix of the Estate of Nora Wedemeyer, deceased (various heirs set out) see Probate Cause No. 14,100 (Co. Court at Law No. 2), and the property of Howard B. Wedemeyer (Quit Claim Deed for 973 ac. as described in Vol. 342, pg. 514 , prior 240/146 First Tract called 296 ac., to an iron pin found.

THENCE with the East boundary of the 3.554 acre property that is described in a deed to Ironwood Real Estate LLC (Doc. 2006078782), N 26°40'46"W 531.62 feet to an iron pin which was found .

THENCE with the North line of the said Dipprey 30.30 acre tract, with the South line of State Highway 29, S 88°39'15"E 406.42 feet to a concrete monument which was found at a widening of State Highway 29 as described in the said deed to the State of Texas (264/79 Tracts 1 and 2).

THENCE with the boundary of the property conveyed to the State of Texas (formerly known as Highway 104, now known as State Highway 29), S 01°23'22"W 99.35 feet to a concrete monument found; and S 88°35'31"E 799.10 feet to the POINT OF BEGINNING.

Unofficial Document

EXHIBIT "B"

BEING 0.12 ac. (5291 sq. feet area), situated in the Greenlief Fisk Survey, Abstract No. 5, in Williamson County, Texas. This parcel exists adjacent to the South boundary of a property called 30.2 ac. c. which was described in a deed from Mildred Kauffman, et. al., to Virginia Carol Kauffman Dipprey of record in Doc. 9612227, of the Official Records of Williamson County, Texas (ORWCT); the same property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

BEGINNING at an iron pin which was set in the South boundary of the 24.91 acre tract (remainder parcel of the above referenced Dipprey property) that was described as a part of a survey for Virginia and Ron Dipprey as prepared this date. An iron pin which was set South of a fence corner for the Southeast corner of the said 24.91 acre Dipprey tract, stands S 87°14'28"E 38.71 feet. This corner exists in the North line of County Road 268, where the existing roadway has been reconfigured and is now known as Kauffman Loop.

THENCE with the North line of the relocation of County Road 268 that is now known as Kauffman Loop, (C10) 240.51 feet with the arc of a curve to the left having a radius of 1250.0 feet, the chord bears S 81°02'16"W 240.14 feet to an iron pin which was set for the Southwest corner of this parcel. An iron pin which was found at the end of the curve stands (C11) S 75°05'20"W 19.06 feet.

THENCE (L2) N 19°24'51"W 52.62 feet with the East line of the property that was conveyed to Edna Knauth as Independent Executrix of the Estate of Nora Wedemeyer, deceased (various heirs set out) see Probate Cause No. 14,100 (Co. Court at Law No. 2), and the property of Howard B. Wedemeyer (Quit Claim Deed for 973 ac. as described in Vol. 342, pg. 514, prior 240/146 First Tract called 296 ac., to an iron pin which was set.

THENCE with the South boundary of the said Dipprey 24.91 acre tract, with a line that departs from the existing fence, S 87°15'11"E 293.73 feet to the POINT OF BEGINNING.

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Unofficial Document

Exhibit B

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 675 Kaufman LP, a Texas limited partnership ("Landowner"), both of which 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 fully hereinafter and attached hereto, 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 Landowner 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:

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

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

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

(A) As provided in C(i)(A)&(B) above;

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

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

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

(iii) 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.

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

_____

Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS

_____

Richard B. Beverlin, III, City Manager

LANDOWNER(S):

_____

By: _____

Name (print): _____

Title: _____

Date: _____

_____

By: _____

Name (print): _____

Title: _____

Date: _____

Property Description

SEE FOLLOWING TWO ATTACHED PAGES LABELED EXHIBIT A AND EXHIBIT B FOR METES AND BOUNDS DESCRIPTION

EXHIBIT "A"

BEING 24.91 acres of the Greenlief Fisk Survey, Abstract No. 5, in Williamson County, Texas. This tract is a part of the property called 30.3 ac. which was described in a deed from Mildred Kauffman, et al., to Virginia Carol Kauffman Dipprey of record in Doc. 9612227, of the Official Records of Williamson County, Texas (ORWCT); the same property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT); less the right of way dedicated for State Highway 104, now State Highway 29 (264/79, as conveyed by A.P. Kauffman to the State of Texas in 1932); and less the 3.554 acre tract that was conveyed to Ironwood Real Estate LLC (Doc. 2006078782). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

BEGINNING at a concrete monument which was found in the South line of State Highwy 29, at the lower Northeast corner of the property of Virginia and Ronald Dipprey, as it now exists. This corner exists at a bend in the East line of the said 30.30 acres as described in the said deeds to Dipprey. As described in the Dipprey deeds, the Northeast corner of the 30.30 acres bears N 02°09'E 100.05 feet. This corner exists in the South line of State Highway 29 and in the South line of the R.O. W. as described in Vol. 264, Pg. 79, D/R.

THENCE along or near the fenced East line of Dipprey and the West boundary of the property that was conveyed to Rancho Sienna Ltd. (87 ac. Doc. 2004083179), S 10°21'43"W 1515.05 feet to an iron pin which was set South of the fence corner .

THENCE with the South line of the said tract called 30.3 acres as described in the said Dipprey deeds, and with the North line of County Road 268, following a line that departs from the existing fence, N 87°14'28"W 38.71 feet to an iron pin which was set in the North line of the roadway that is known as Kauffman Loop, continuing with the North line of County Road 268, N 87°15'11" W 293.73 feet to an iron pin set. An iron pin found (reference mon.) stands (L1) N 23°39'29"W 6.30 feet. This boundary follows the North side of a 0.12 acre parcel (described this date) which exists in the former roadbed of County Road 268 at a location where the former County Road 268 has been reconfigured and is now known as Kauffman Loop.

THENCE N 19°24'51"W 1197.83 feet, along or near the general line of an existing fence, with the West line of the Dipprey property and the East boundary of the property that was conveyed to Edna Knauth as Independent Executrix of the Estate of Nora Wedemeyer, deceased (various heirs set out) see Probate Cause No. 14,100 (Co. Court at Law No. 2), and the property of Howard B. Wedemeyer (Quit Claim Deed for 973 ac. as described in Vol. 342, pg. 514 , prior 240/146 First Tract called 296 ac., to an iron pin found.

THENCE with the East boundary of the 3.554 acre property that is described in a deed to Ironwood Real Estate LLC (Doc. 2006078782), N 26°40'46"W 531.62 feet to an iron pin which was found .

THENCE with the North line of the said Dipprey 30.30 acre tract, with the South line of State Highway 29, S 88°39'15"E 406.42 feet to a concrete monument which was found at a widening of State Highway 29 as described in the said deed to the State of Texas (264/79 Tracts 1 and 2).

THENCE with the boundary of the property conveyed to the State of Texas (formerly known as Highway 104, now known as State Highway 29), S 01°23'22"W 99.35 feet to a concrete monument found; and S 88°35'31"E 799.10 feet to the POINT OF BEGINNING.

Unofficial Document

EXHIBIT "B"

BEING 0.12 ac. (5291 sq. feet area), situated in the Greenlief Fisk Survey, Abstract No. 5, in Williamson County, Texas. This parcel exists adjacent to the South boundary of a property called 30.2 ac. c. which was described in a deed from Mildred Kauffman, et. al., to Virginia Carol Kauffman Dipprey of record in Doc. 9612227, of the Official Records of Williamson County, Texas (ORWCT); the same property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

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THENCE with the North line of the relocation of County Road 268 that is now known as Kauffman Loop, (C10) 240.51 feet with the arc of a curve to the left having a radius of 1250.0 feet, the chord bears S 81°02'16"W 240.14 feet to an iron pin which was set for the Southwest corner of this parcel. An iron pin which was found at the end of the curve stands (C11) S 75°05'20"W 19.06 feet.

THENCE (L2) N 19°24'51"W 52.62 feet with the East line of the property that was conveyed to Edna Knauth as Independent Executrix of the Estate of Nora Wedemeyer, deceased (various heirs set out) see Probate Cause No. 14,100 (Co. Court at Law No. 2), and the property of Howard B. Wedemeyer (Quit Claim Deed for 973 ac. as described in Vol. 342, pg. 514, prior 240/146 First Tract called 296 ac., to an iron pin which was set.

THENCE with the South boundary of the said Dipprey 24.91 acre tract, with a line that departs from the existing fence, S 87°15'11"E 293.73 feet to the POINT OF BEGINNING.

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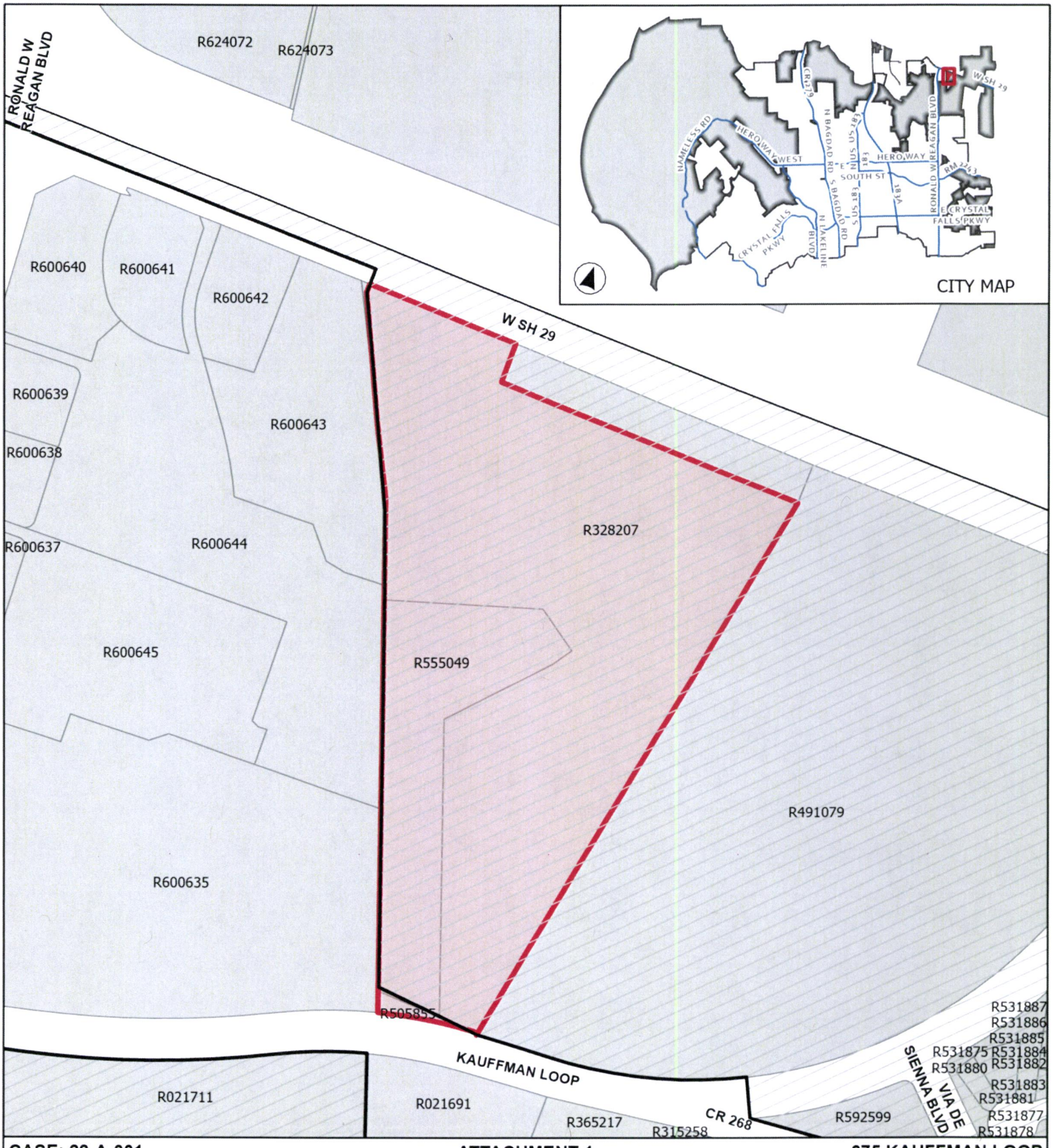


CASE: 22-A-001 **ATTACHMENT 1** **675 KAUFFMAN LOOP**

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 herin provided.

0 145 290

Feet

- Leander City Limits
- ETJ
- Site Location

Schedule for Voluntary Annexation
25.025 ACRES IN WILLIAMSON COUNTY

DATE	ACTION/EVENT	LEGAL AUTHORITY
August 18th, 2022* Tuesday, August 9th, 2022 Council deadline	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR **September 15, 2022**	Loc. Gov't Code, §43.0671
Thursday September 1, 2022 * Publish notice of Public Hearing. **&** Send notice to school district and to each public entity. **[Noon, Friday August 26th, 2022 – Deadline to send notice to paper]**	**NEWSPAPER NOTICE** RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) **POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE.** **SCHOOL DISTRICT NOTICE**. Notify each school district of possible impact w/in the period prescribed for publishing the notice of the Public Hearing. **PUBLIC ENTITY NOTICES**. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson/Travis), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact w/in the period prescribed for publishing the notice of the Public Hearing.	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Leander uses Hill Country News – Deadline is the Friday before running on Thursday of the next week., Loc. Gov't Code, §§43.905 & 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
Thursday, September 15, 2022*	**PUBLIC HEARING** – *REGULAR MEETING*	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
Thursday, September 15, 2022* September 6th, 2022 – Council packet deadline	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Loc. Gov't Code, §43.0673
Monday, October 10th, 2022. Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday, October 4th, 2022 – Council 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 November 9, 2022	**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 December 9, 2022	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable *Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of* disannexation.

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

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 25.025 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §*43.0673 of the Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit "B"**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property") as identified as **Exhibit "A"**, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Leander:

Tract 1:
BEING 24.91 acres of the Greenlief Fisk Survey, Abstract No. 5, in Williamson County,Texas. This tract is a part of the property called 30.3 ac. which was described in a deed from Mildred Kauffman et.al., to Virginia Carol Kauffinan Dipprey of record in Doc. 9612227, of the Official Records Williamson County, Texas (ORWCT); the same

property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT); less the right of way dedicated for State Highway 104 , now State Highway 29 (264/79, as conveyed by A.P. Kauffman to the State of Texas in 1932); and less the 3.554 acre tract that was conveyed to Ironwood Real Estate LLC (Doc. 2006078782). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas coordinate system of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

Tract 2:
BEING 0.12 ac. (5291 sq. feet area), situated in the Greenlief Fisk Survey, Abstract No. 5 in Williamson County, Texas. This parcel exists adjacent to the South boundary of a property called 30.3 ac. which was described in a deed from Mildred Kauffman, et. al., to Virginia Carol Kauffinan Dipprey of record in Doc. 9612227, of the Official Records of Williamson County, Texas (ORWCT); the same property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit "B"**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as **Exhibit "B"**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this the 15th day of September, 2022.
FINALLY PASSED AND APPROVED on this the 10th day of October, 2022.

ATTEST: **CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

Exhibit "A"

SUBJECT PROPERTY DESCRIPTION
SEE FOLLOWING TWO ATTACHED PAGES LABELED EXHIBIT A AND EXHIBIT B FOR METES AND BOUNDS DESCRIPTION

Exhibit "B"

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

[Insert executed Agreement]

AGENDA ITEM # 25

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case 22-Z-005 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 675 Kauffman Loop PUD (Planning Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) and to approve the Development Agreement 22-DA-012 on approximately 24.91 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and more commonly known as 675 Kauffman Loop, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The Planning & Zoning Commission unanimously recommended approval of this request during the August 25, 2022 meeting.

HISTORY/TIMELINE:

08/18/2022 - Annexation resolution approved
08/25/2022 - Planning & Zoning Commission, 1st Public Hearing
09/15/2022 - City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Civil & Environmental Consultants, Inc on behalf of 675 Kaufman Loop (Joe Williams)

RECOMMENDATION:

The City Council approved this request during the September 15, 2022 meeting.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Current Zoning
3. FLU Map
4. Public Notification
5. Proposed Zoning
6. Aerial
7. PUD Notes
8. Letter of Intent
9. Neighborhood Outreach
10. Ordinance
11. P&Z Minutes
12. Masonry Development Agreement

PLANNING ANALYSIS

ZONING CASE 22-Z-005
675 KAUFFMAN LOOP PUD

GENERAL INFORMATION

Owner/Agent: Civil & Environmental Consultants, Inc on behalf of 675 Kaufman Lp. (Joe Williams).

Current Zoning: Interim SFR-1-B (Single-Family Rural).

Proposed Zoning: PUD (Planned Unit Development) with below base zoning districts:
SFT-2-A (Single-Family Townhouse)
GC-2-A (General Commercial)

Size and Location: The property is located at 675 Kauffman Loop on two parcels of land approximately 24.91 acres ± in size.

Staff Contact: Justin Hunt, Planner

APPLICANT REQUEST

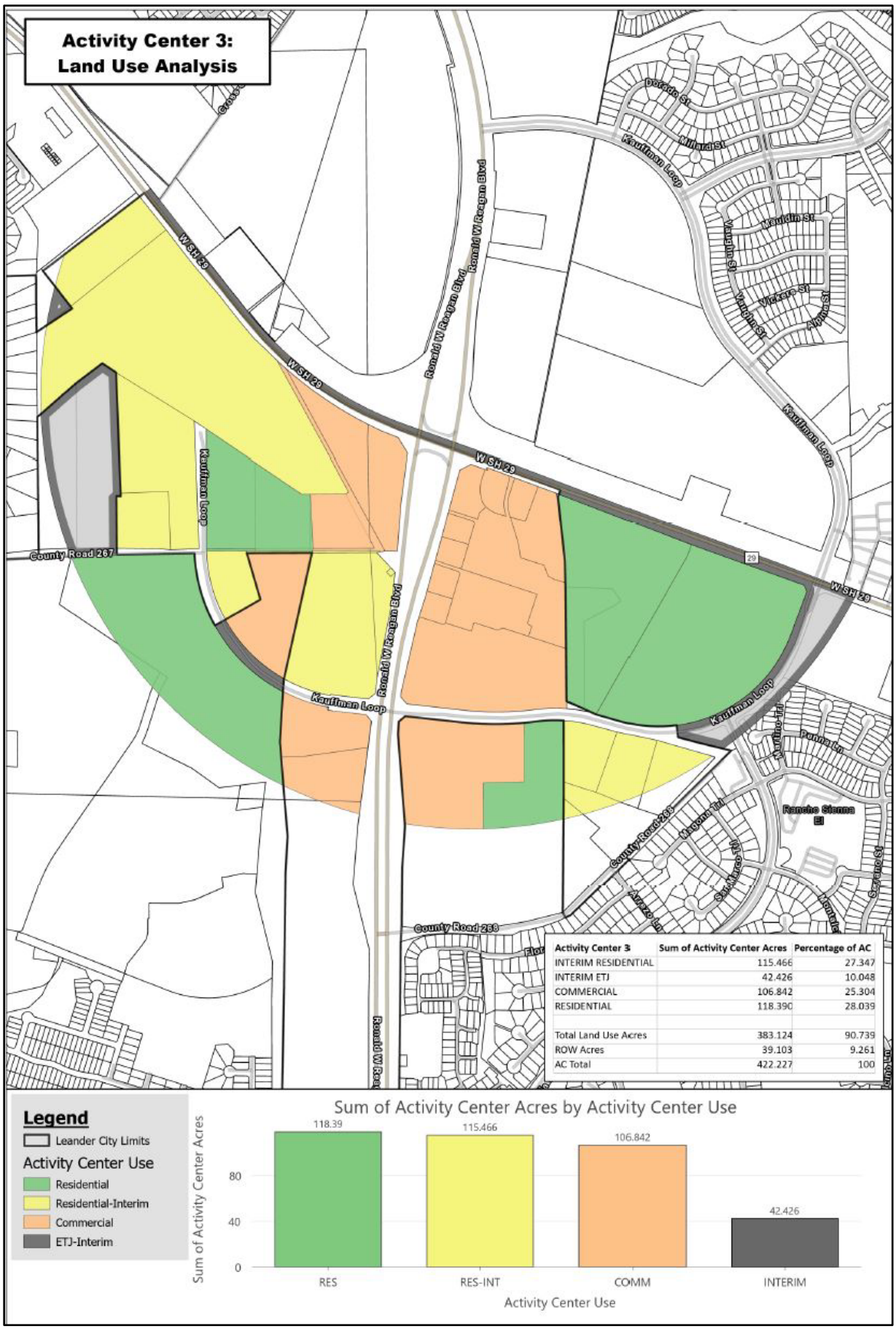
The applicant has submitted a request to change the designated zoning district of their property from Interim Single-Family Rural to a PUD (Planned Unit Development) with single-family townhouse and general commercial as the base zoning districts. This request includes a variety of commercial development along the frontage of SH 29, and a spa located in the interior of the property, and 130 townhouse units on the remaining 15.6 acres of the Property adjacent to Kauffman Loop.

STAFF CONCLUSIONS

Y	N	
☒	☐	Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *See page* 2
☒	☐	Does the proposal comply with the goal statements of the Comprehensive Plan? *See page* 3
☒	☐	Does the proposal warrant any other special considerations?

SPECIAL CONSIDERATIONS

The property is currently located in the ETJ and requires annexation per development agreement. The resolution for the associated annexation case 22-A-001 was approved on the 8/18/2022. The zoning is dependent on the approval of this annexation. This proposal meets the intent for the Future Land Use Category of activity center, and does not exceed the maximum allowed percentage of 30% residential. We have included an exhibit showing the land use percentages including the proposed uses for this activity center below.



Activity Center 3	Sum of Activity Center Acres	Percentage of AC
INTERIM RESIDENTIAL	115.466	27.347
INTERIM ETJ	42.426	10.048
COMMERCIAL	106.842	25.304
RESIDENTIAL	118.390	28.039
Total Land Use Acres	383.124	90.739
ROW Acres	39.103	9.261
AC Total	422.227	100

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	ETJ	SH 29- Undeveloped Land
EAST	ETJ	Future Rancho Sienna Phase
SOUTH	Interim SFR-1-B	Single-Family Residence
WEST	PUD-GC	H-E-B- Bar W Commercial PUD

SURROUNDING AREA:
This property is located to the east of H-E-B and to the north of large lot single-family residential. The adjacent property to the east is located in the ETJ and is currently undeveloped. To the north is SH 29.

PHYSICAL AND NATURAL FEATURES:
These properties are lightly covered in trees and open land.

PROPERTY HISTORY:
8/18/2022- Annexation resolution approved

MAJOR CORRIDORS:
This property is adjacent to SH 29 & Kaufman Loop

TRANSPORTATION PLAN REQUIREMENTS:
This property will be required to extend the sidewalks of adjacent properties along the roadway frontages.

EXISTING UTILITIES:
A 16 ” waterline is located at the intersection of Ronald W. Reagan Blvd. and Kauffman Loop as well as a 12” waterline located at the intersection of Via De Sienna Blvd and Kauffman Loop. A 12” wastewater line is located at the intersection of Ronald W. Reagan Blvd. and Kauffman Loop.

CURRENT LAND USES:
The larger parcel is undeveloped land and the smaller parcel is a single-family residence.

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.

SFT – SINGLE FAMILY TOWNHOUSE:

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

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

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

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

- Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

Applicable Future Land Use categories

The **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
SUPPORTED USES: SFT, MF, LO, LC, GC (Secondary Use), PUD

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING
A development meeting was held with staff on May 5th, 2021 to build 160 townhomes. General Commercial aspects have been added to help meet the Activity Centers intent along with reducing the number of townhouses to 130.

NOTIFICATION
08/04/2022 - Public Notice on Hill Country News
08/10/2022 - Mail Notification to Property Owners within 200'
08/10/2022 - Public Hearing Signage Posted on Property
08/25/2022 - Planning and Zoning Commission Public Hearing

09/15/2022 - City Council Public Hearing & First Reading of the Ordinance
10/10/2022 - City Council Second & Final Reading of the Ordinance

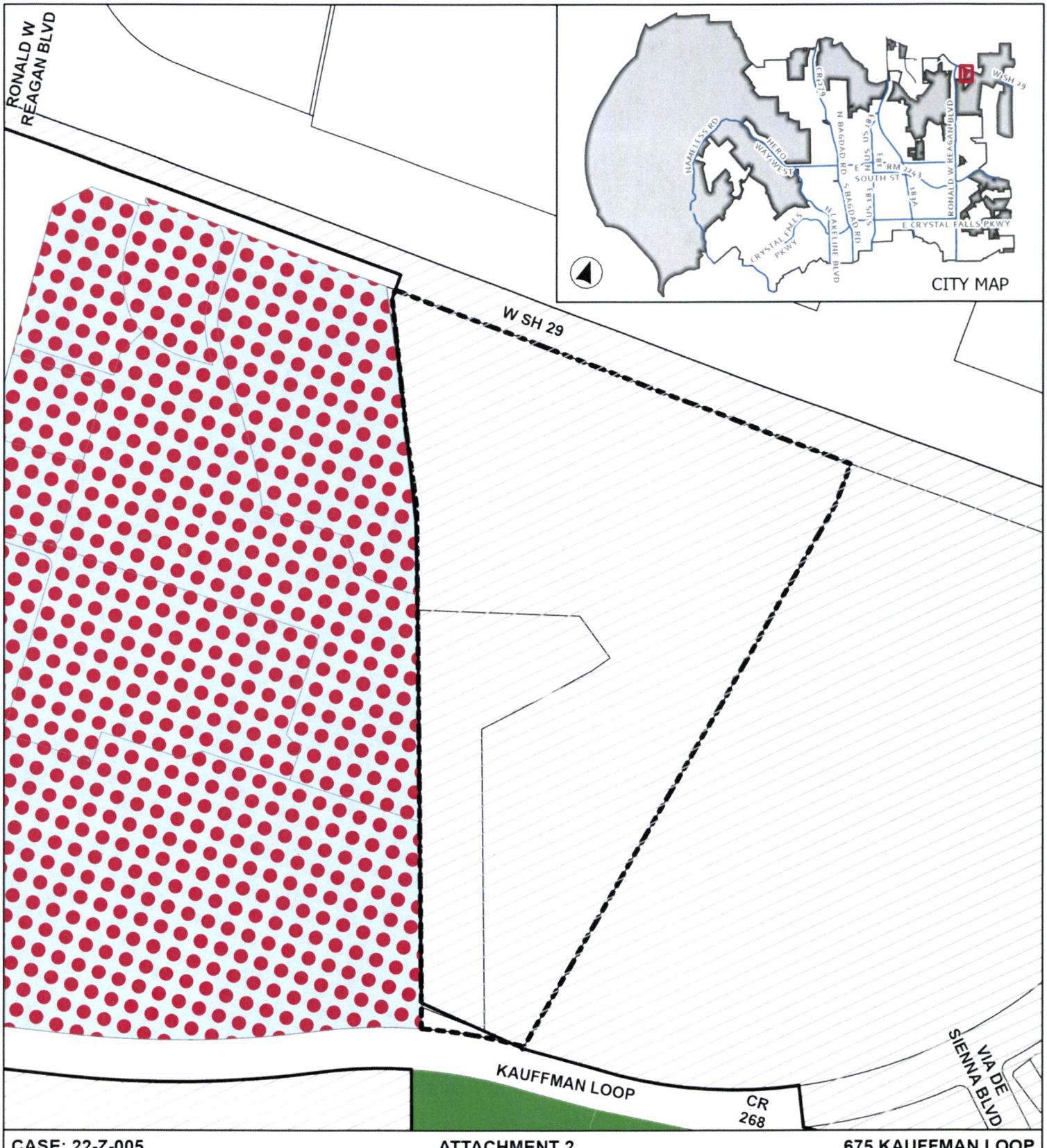
PUBLIC NOTIFICATION:

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. No concerns have been brought up. Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This PUD proposal meets the intent for the Future Land Use Category of activity center, and does not exceed the max allowed percentage of 30% residential. The PUD notes go over specific development standards, and also allowed/prohibited uses for the development.

This PUD allows for a single-family townhouse development mixed with commercial uses. Multiple townhouses will be permitted on a single lot and the PUD also includes a list of prohibited uses. Phasing is provided that requires that the commercial is built before or concurrently with the residential development. Additional modifications are included in Exhibit A.



CASE: 22-Z-005 **ATTACHMENT 2** **675 KAUFFMAN LOOP**

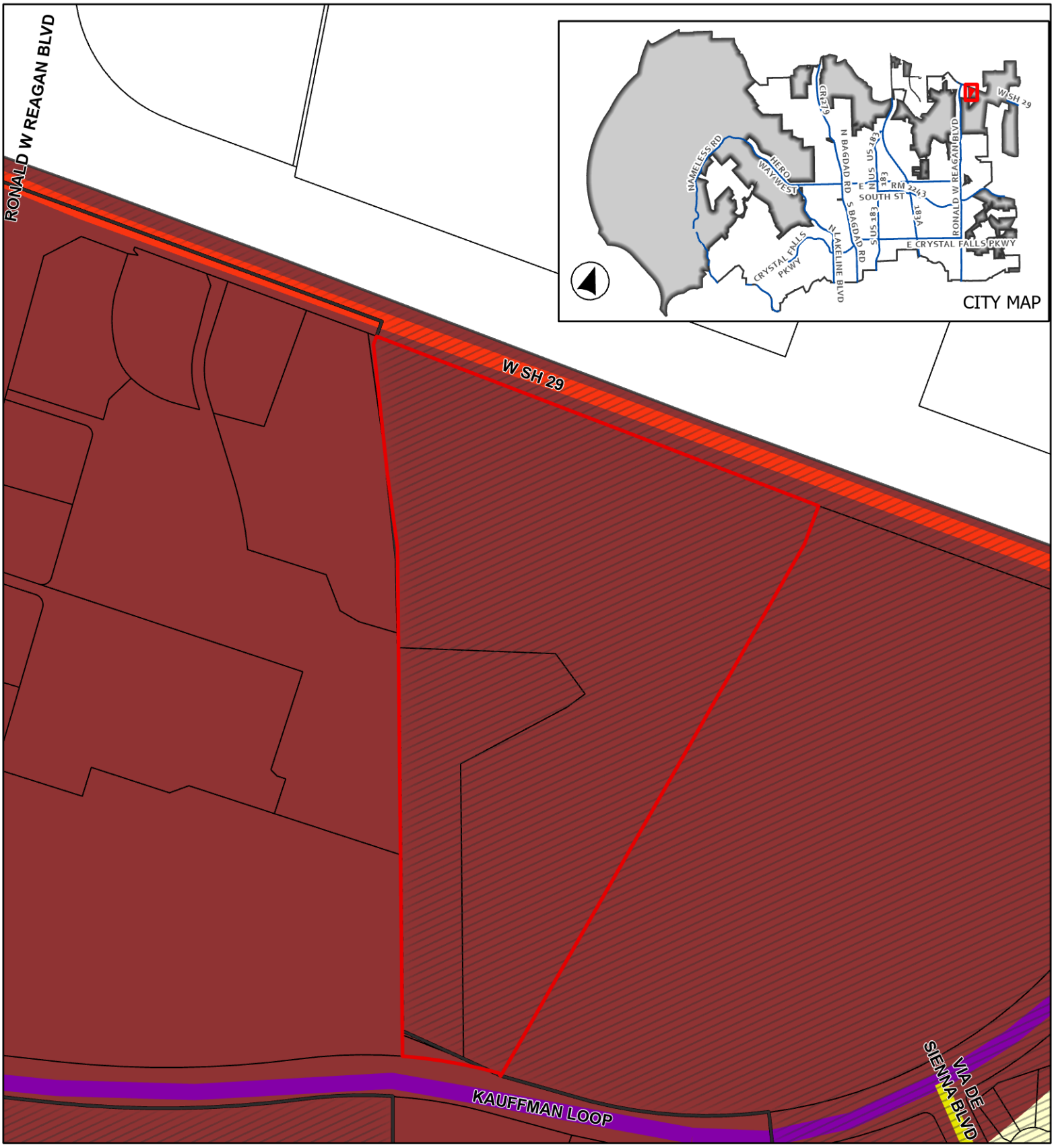
Current Zoning

- Leander City Limits
- ETJ
- Subject Area
- SFR - Single-Family Rural
- PUD - General Commercial

0 105 210

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 herin provided.



CASE: 22-Z-005 | **ATTACHMENT 3** | **675 KAUFFMAN LOOP**

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 herin provided.

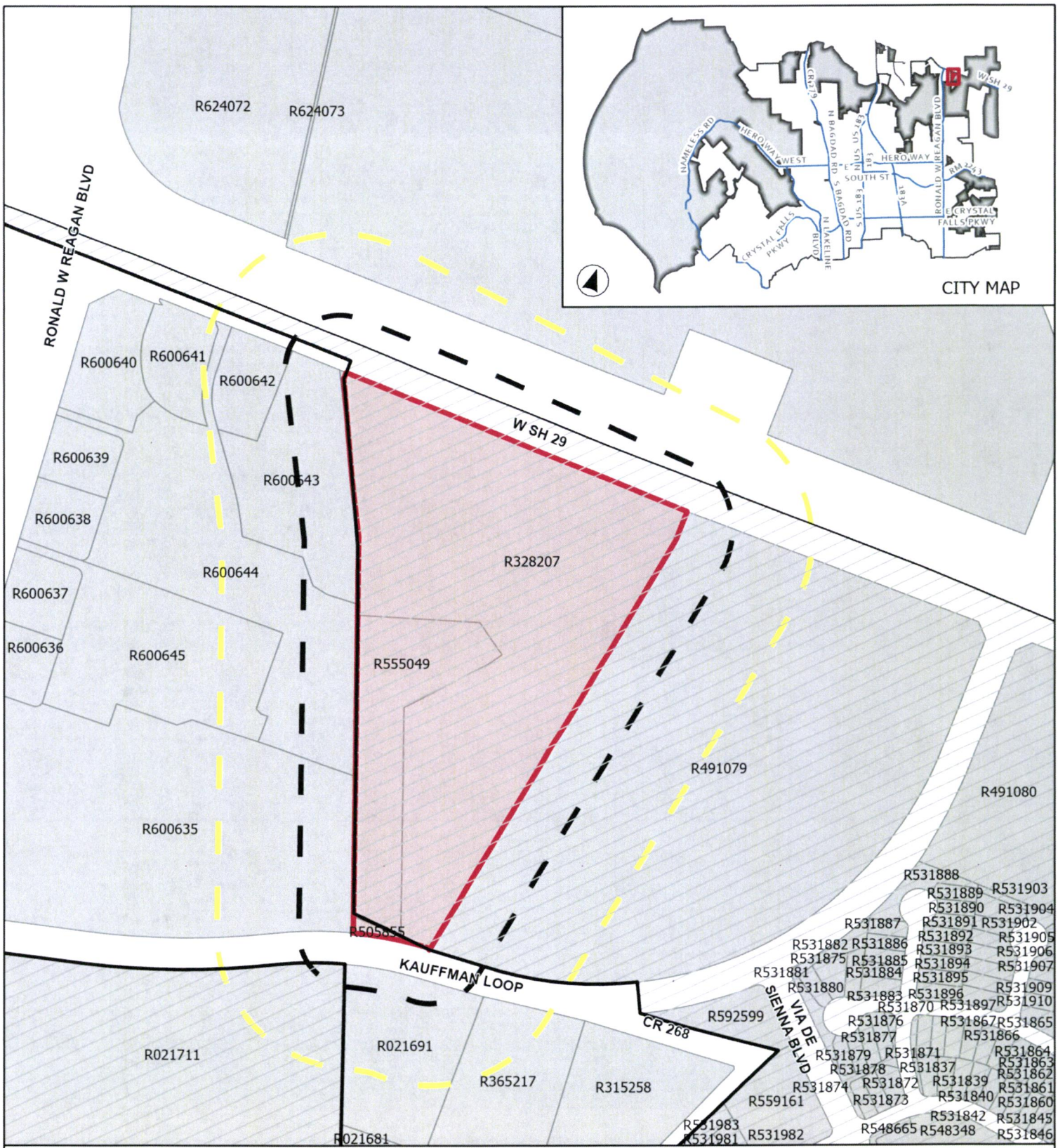
0 140 280

Feet

- Leander City Limits
- Leander ETJ
- Subject Area
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Collector, Existing

Future Land Use

- Neighborhood Residential
- Activity Center



CASE: 22-Z-005 **ATTACHMENT 4** **675 KAUFFMAN LOOP**

Public Notification

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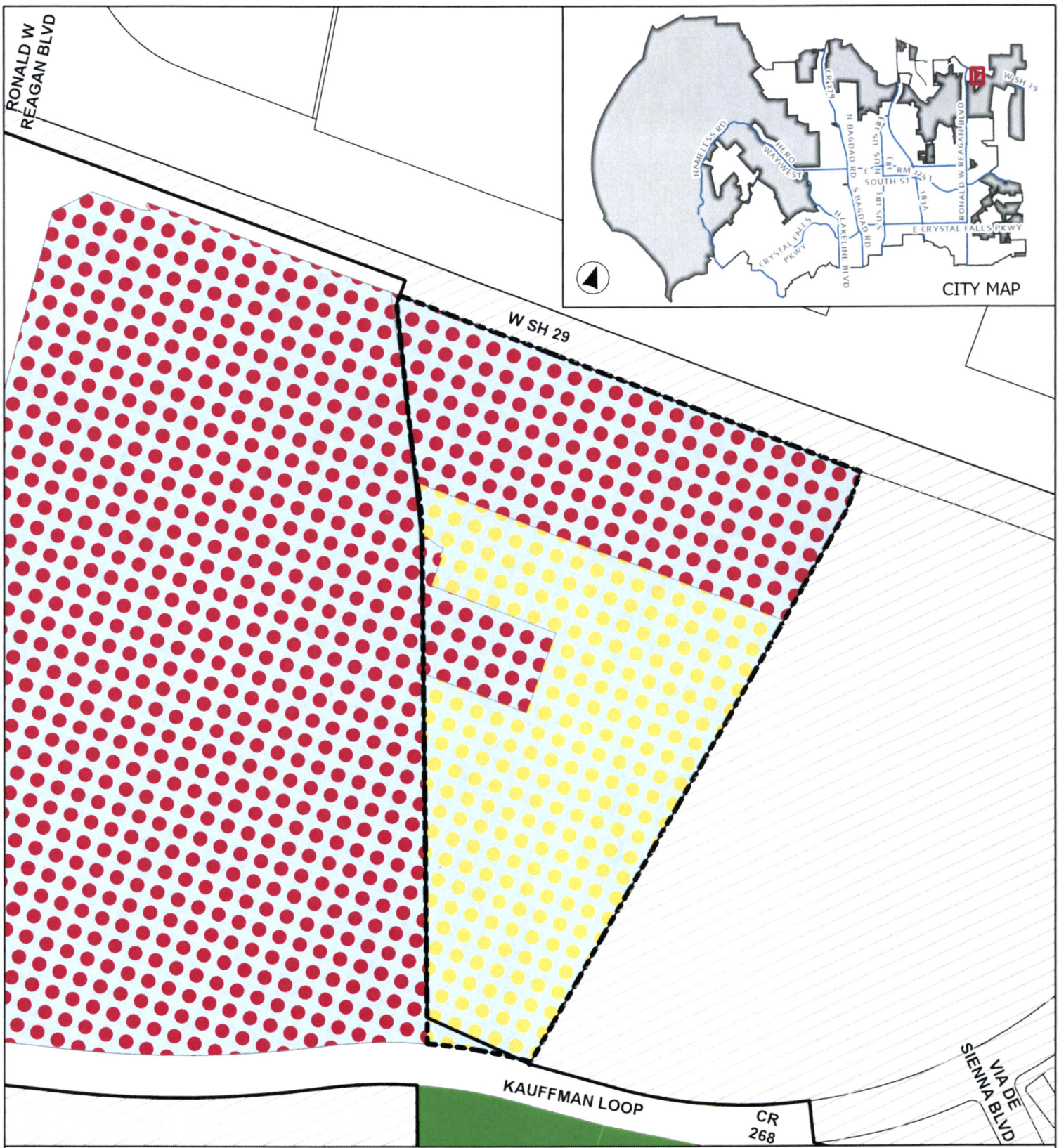
0 190 380
Feet

- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ
- Site Location



CASE: 22-Z-005 **ATTACHMENT 5** **675 KAUFFMAN LOOP**

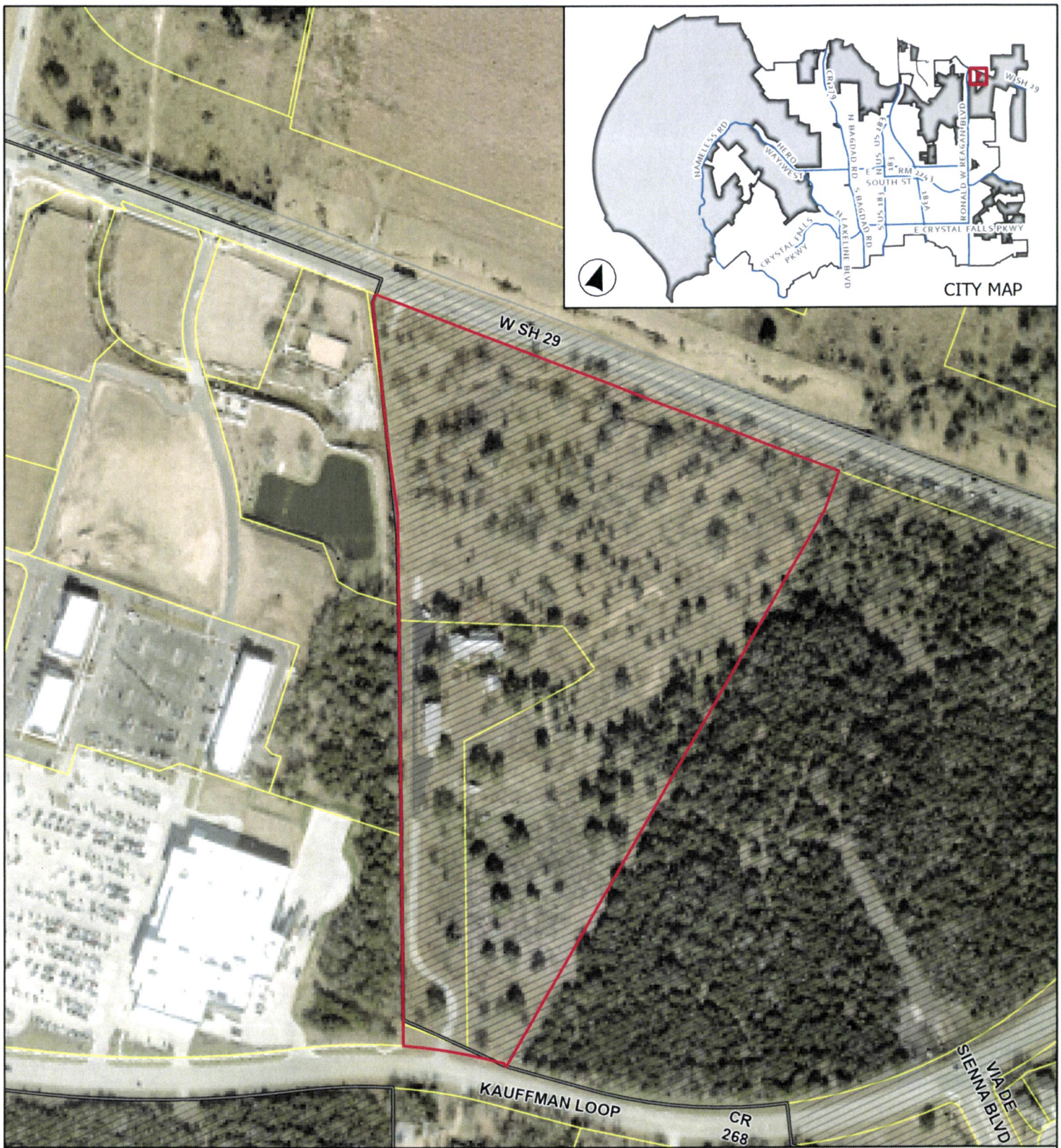
Proposed Zoning

- Leander City Limits
- Proposed ETJ
- Subject Area
- SFR - Single-Family Rural
- PUD - Townhomes
- PUD - General Commercial

0 105 210

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 herin provided.



CASE: 22-Z-005 **ATTACHMENT 6** **375 KAUFFMAN LOOP**

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 herin provided.

0 130 260

Feet

- Leander City Limits
- Leander ETJ
- Subject Area

EXHIBIT A

675 Kauffman Loop Planned Unit Development

A. Purpose and Intent

1. The 675 Kauffman Loop PUD is comprised of approximately 25 acres, as shown in **Exhibit B.** The development of this property includes commercial and residential development.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply 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)
   SFT-2-A (Single Family Townhouse)

C. Conceptual Site Layout & Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concept; as well as a guide for general geometry and layout of the future private roadway and building envelopes. It is not intended to serve as a final document.

D. Allowable / Prohibited Uses

1. The allowable uses include all uses authorized pursuant to SFT and GC use components as identified in **Exhibit C**, except the following as prohibited uses:
   a) Bar, nightclub or private club.
   b) Equipment and furniture or other similar good sales, repair and service.
   c) Funeral home, included embalming and crematory facilities associated with an on-site funeral home or cemetery.
   d) Manufactured housing sales and accessory building sales.
   e) Office/warehouse including painting, plumbing or similar commercial service.
   f) Transportation related facilities including commercial parking lots, passenger terminals, taxi-cab station and mass transit terminals.
   g) New or used vehicle and mayor equipment sales, rental or leasing, repair of new or used vehicles, body shop.
   h) Wholesale activities with less than 3,500 square feet of gross area of business.

2. The maximum number of townhouses (10 units/acre) on the 15.36 SFT tract is 153 units.
3. A condo regime is proposed for the townhouse tract allowing multiple units on one lot.

E. <u>Development Standards</u>

1. The PUD modifies the limitations of Article VI, Section 7 (b) (5) of the City's Composite Zoning Ordinance regarding the use of structural stabilization for the perimeter of non- residential and multi-family drainage facilities being limited to ninety (90%) percent of the pond perimeter excluding outlet structures.
2. This project shall utilize private drives instead of public roadways. Private drives will meet city of Leander Private Drive standards.
3. Sidewalks are required throughout the interior of the project and connecting Kauffman. These sidewalks shall be a minimum of four (4') feet wide and constructed of concrete.
4. Guest Parking will be provided at a ratio ten (10%) percent of the required spaces.
5. Turf grass in the narrow strips adjacent to street curbs between sidewalk and street pavement shall be prohibited. Materials such as river rock crushed granite, or similar product shall be used in this location.
6. All HOA Landscape Lots shall be limited to fifty (50%) percent turf grass coverage.
7. Commercial portions of the development (Parcel 1 – Exhibit C) shall be developed with vertical improvements prior to or concurrently with the residential portions of the development (Parcel 3 – Exhibit C). Commercial Portions of the development (Parcel 2 – Exhibit C) shall be developed with pad ready improvements prior to or concurrently with the residential portion of the development (Parcel 3 – Exhibit C).

EXHIBIT B

NORTH

SCALE IN FEET
0 80' 160'

LEGEND:

●	1/2-INCH IRON ROD FOUND WITH "RPLS 5575" CAP UNLESS OTHERWISE NOTED
■	TXDOT TYPE I MONUMENT
△	CALCULATED POINT
———	PROPERTY LINE
——— – – ———	ADJACENT PROPERTY LINE
– — — — —	PROPOSED PARCEL BOUNDARY LINE
———–——–	RIGHT-OF-WAY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
CONC.	CONCRETE
( )	RECORD INFORMATION PER DOC. NO. 2017003357
[ ]	RECORD INFORMATION PER DOC. NO. 2020096319

SURVEYOR'S NOTES:

1. ONLY VISIBLE, ABOVE GROUND EVIDENCE OF IMPROVEMENTS AND UTILITIES ARE SHOWN HEREON, AS WELL AS UNDERGROUND UTILITIES LOCATED PER THIRD PARTY MARKINGS (I.E. PIN FLAGS, PAINT MARKS, ETC.). UNDERGROUND UTILITIES SHOWN HEREON WILL NEED TO BE FIELD VERIFIED BEFORE ANY EXCAVATION BEGINS.
2. THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM, NSRS 2011(2012A), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. SURVEYOR IS NOT RESPONSIBLE FOR ANY ADDITIONAL EASEMENTS AND/OR ENCUMBRANCES AFFECTING THE TRACT SHOWN HEREON.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARCH DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	1250.00'	11°01'35"	240.56'	S79°51'23"W	240.19'
C2	30.00'	37°47'26"	19.79'	N18°55'33"E	19.43'
(C1)	(1250.00')		(240.51')	(S81°02'16"W)	(240.14')

POINT OF BEGINNING FOR PARCEL 2 DESCRIPTION

S89°56'57"E 265.11'

305.90'

NO CAP

S89°52'11"E 543.89'

TEXAS STATE HIGHWAY 29 (RIGHT-OF-WAY WIDTH VARIES)

RANCHO SIENA KC, LP
DOC. NO. 2007081893
O.P.R.W.C.T.

207.41'

S89°53'10"E 863.78'

NO CAP

RONALD C. DIPPREY,
TRUSTEE OF THE DOUBLE STAR
IRREVOCABLE TRUST
22.095 ACRE
REMAINDER OF A CALLED 30.30 ACRE TRACT
DOC. NO. 2017003357
O.P.R.W.C.T.

(S10°36'W 1515.61')
S9°03'41"W 1515.04'
1208.14'

PARCEL 2
6.19 ACRES
269,525 SQUARE FEET

GC

660.35'

TOTAL AREA:
25.025 ACRES
1,090,086 SQUARE FEET

PARCEL 3
15.36 ACRES
669,228 SQUARE FEET

SFT

BROKEN

S0°04'57"W 99.29'

BROKEN

N89°59'07"E 53.83'

N0°14'29"E 70.60'

C2

N37°56'37"E 179.52'

(S89°23'E 1629.68')
S89°58'12"E 406.03'

GC

PARCEL 1
1.94 ACRES
84,540 SQUARE FEET

GREENLIEF FISK SURVEY, ABSTRACT 5

N62°03'22"E 52.92'

S89°59'46"E 76.74'

N89°57'48"W 16.28'

N72°28'07"W 32.73'

S68°43'22"W 14.81'

N0°09'38"W 24.92'

N0°02'07"E 70.00'

N89°15'24"W 4.93'

N89°53'53"W 320.00'

N0°06'36"E 200.57'

GC

PARCEL 4
1.533 ACRES
66,772 SQUARE FEET

S89°52'25"E 272.51'

RONALD C. DIPPREY,
CALLED 4.650 ACRES
DOC. NO. 2017003352
O.P.R.W.C.T.

WITH "FOREST RPLS 1847" CAP

RONALD C. DIPPREY,
TRUSTEE OF
THE DOUBLE STAR IRREVOCABLE TRUST
CALLED 0.12 ACRES
DOC. NO. 2017003357
O.P.R.W.C.T.

N89°23'31"W 38.74'
(N89°14'29"W 38.71')

C1
(C1)

KAUFMAN LOOP
(100' RIGHT-OF-WAY WIDTH)

WITH "FOREST RPLS 1847" CAP

CAP ILLEGIBLE
POINT OF BEGINNING FOR PARCEL 3 DESCRIPTION

401.75'

N27°57'13"W 531.28'
(N27°58'19"W 531.42')
(N27°58'35"W 531.67')

50.97'

78.55'

50.89'

320.35'

826.42'

N20°42'02"W 1197.67'
(N19°10'W 1197.83')

N21°02'07"W 52.15'
(N19°24'51"W 52.62')

WITH "CEC BOUNDARY" CAP

WITH "CEC BOUNDARY" CAP

LOT 9
BAR W RANCH COMMERCIAL FINAL PLAT
DOC. NO. 2020096319
O.P.R.W.C.T.

LOT 10
BAR W RANCH COMMERCIAL FINAL PLAT
DOC. NO. 2020096319
O.P.R.W.C.T.

LOT 1
BAR W RANCH COMMERCIAL FINAL PLAT
DOC. NO. 2020096319
O.P.R.W.C.T.

LOT 8
BAR W RANCH COMMERCIAL FINAL PLAT
DOC. NO. 2020096319
O.P.R.W.C.T.

LOT 11
BAR W RANCH COMMERCIAL FINAL PLAT
DOC. NO. 2020096319
O.P.R.W.C.T.

STATE OF TEXAS
REGISTERED
Sydney Smith Xinos
5361
LAND SURVEYOR

REVISION RECORD

NO	DATE	DESCRIPTION

Texas Registered Surveying Firm 10194419 · Texas Registered Engineering Firm F-98
Civil & Environmental Consultants, Inc.
3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746
Ph: 512.439.0400 · Fax: 512.329.0096
www.cecinc.com

AARKAY GROUP LLC
675 KAUFMAN LOOP
LEANDER, TEXAS
WILLIAMSON COUNTY

SURVEY EXHIBIT

DATE:	APRIL, 2022
DRAWN BY:	AJH
DWG SCALE:	1" = 80'
CHECKED BY:	ESH
PROJECT NO:	314-748
APPROVED BY:	SSX

DRAWING NO.: **SV01**
SHEET 1 OF 1

P:\310-000\314-748\~Survey\Dwg\314-748 SV01-Base NEW ORIENTATION.dwg[EXHIBIT] LS (Y)(Z)(2022 - ehopkins) - LP: 4/25/2022 11:14 AM

EXHIBIT "_B_"

DESCRIPTION FOR A 1.94 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 24.91 ACRE TRACT OF LAND CALLED TRACT 1 IN THE WARRANTY DEED WITH VENDOR'S LIEN TO 675 KAUFMAN, LP, A TEXAS LIMITED PARTNERSHIP, AS RECORDED IN DOCUMENT 2021063860 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DATED APRIL 29, 2021, THE PERIMETER OF SAID 1.94 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with plastic cap stamped "CEC INC BOUNDARY" for the northwest corner of said 24.91 Acre Tract, same being the northeast corner of Bar W Ranch Commercial Final Plat, a subdivision plat recorded in Document 2020096319, of the Official Public Records of Williamson County, Texas, dated August 19, 2020, and also being a point on the southerly right-of-way line of State Highway 29 [a variable width right-of-way];

THENCE with the common boundary line of said 24.91 Acre Tract and said State Highway 29 the following two courses and distances:

1. S89°58'49"E a distance of 406.13 feet to a concrete highway marker found for a common corner, and
2. S00°07'51"W a distance of 99.44 feet to a damaged concrete highway marker found for a common corner from which a concrete highway marker found for the northeast corner of said 24.91 Acre Tract bears S89°53'36"E a distance of 799.05 feet;

THENCE departing said common boundary line of the 24.91 Acre Tract and State Highway 29, and through the interior of said 24.91 Acre Tract the following five courses and distances:

1. N89°52'09"W a distance of 54.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
2. S00°07'51"W a distance of 70.66 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the beginning of a curve,
3. with the arc of a curve to the right a distance of 19.79 feet, having a radius of 30.00 feet, a central angle of 37°47'39", with a chord bearing S19°01'40"W a distance of 19.43 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the end of curve,
4. S37°55'30"W a distance of 179.47 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner, and

5. S62°02'36"W a distance of 52.93 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner of the tract described herein and being a point on the common boundary line of said 24.91 Acre Tract and said Bar W Ranch Commercial Final Plat, from which a 1/2 inch iron rod found for angle point in said common boundary line bears S27°57'24"E a distance of 129.61 feet;

THENCE N27°57'24"W said common boundary line of the 24.91 Acre Tract and Bar W Ranch Commercial Final Plat, a distance of 401.75 feet to the **POINT OF BEGINNING** hereof, and containing 1.94 acres of land, more or less, within the metes and bounds described herein.

Christopher Ross Holland

STATE OF TEXAS
REGISTERED
CHRISTOPHER ROSS HOLLAND
5575
PROFESSIONAL
LAND SURVEYOR

December 29, 2021

Christopher Ross Holland
Registered Professional Land Surveyor No. 5575
1501 Cotton Gin Road, Kyle, Texas 78640
512-565-4523

Date

crh

Drawing: KauffmanLoop675-05B.dwg
Description: KaufmannLoop675-05B.doc

LEGEND

- ● ½ INCH IRON ROD FOUND
- ◉ ½ INCH IRON ROD WITH PLASTIC CAP FOUND (AS NOTED)
- ■ CONCRETE HIGHWAY MONUMENT
- ⬡ ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5575" SET
- —x—x— BARBED WIRE FENCE
- ———o——— PIPE FENCE
- —OH— OVERHEAD UTILITIES

I, CHRISTOPHER ROSS HOLLAND, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THIS LAND SURVEY WAS CONDUCTED IN COMPLIANCE WITH THE ACT AND RULES OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

STATE OF TEXAS REGISTERED CHRISTOPHER ROSS HOLLAND 5575 PROFESSIONAL LAND SURVEYOR

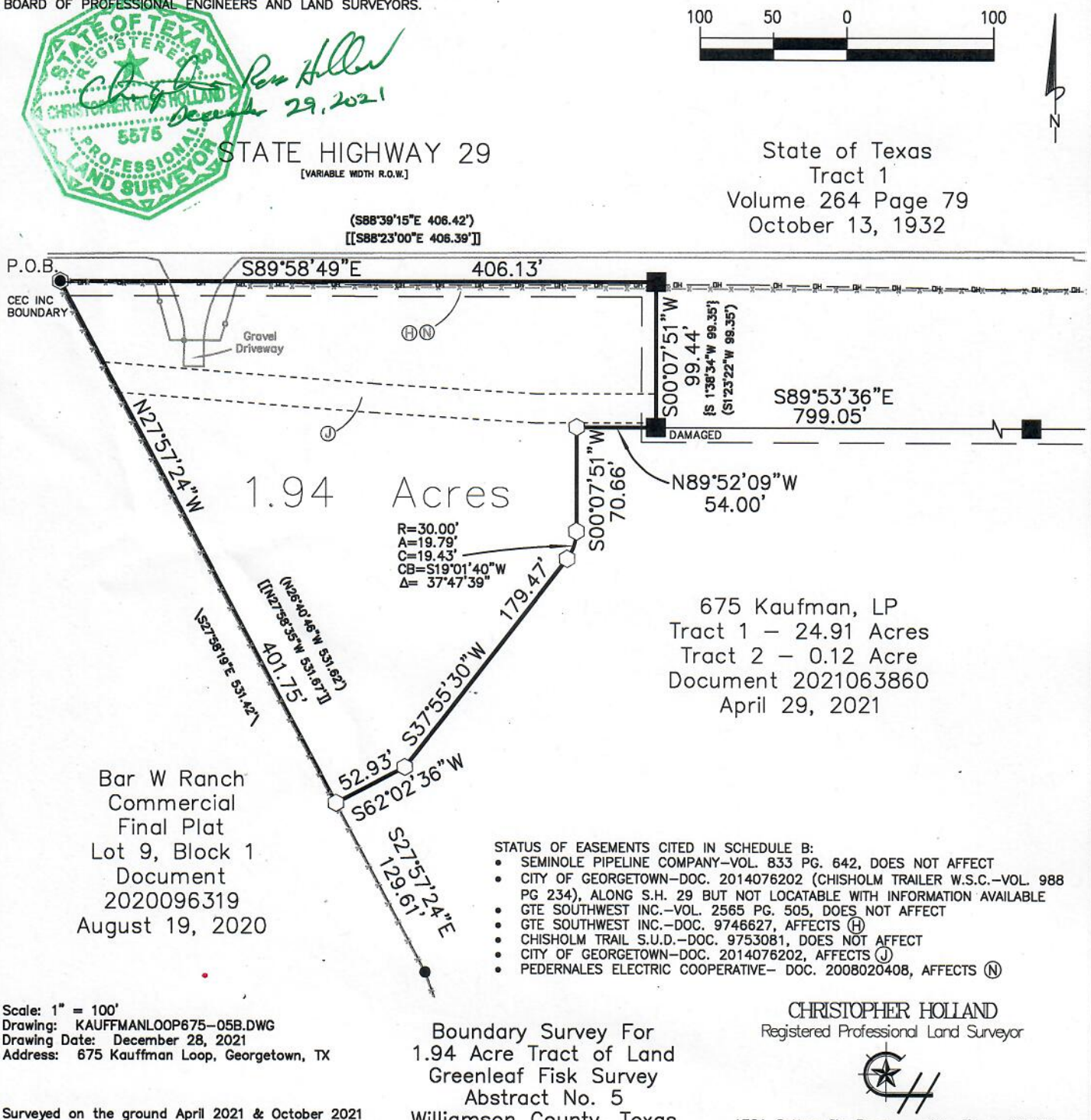
Chris Ross Holland
December 29, 2021

NOTES:

-THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE COMMITMENT GF NO. 20060553 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY ON FEBRUARY 12, 2021. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER ENCUMBRANCES WHICH AFFECT THIS TRACT THAT ARE NOT SHOWN HEREON.
-BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) (EPOCH 2010.0000)

COURSES OF RECORD FROM OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS:

( ) DOCUMENT 2021063860
[ ] DOCUMENT 2017003357 EXHIBIT "A"
{ } DOCUMENT 2017003357 EXHIBIT "C"
/ / DOCUMENT 2020096319



STATUS OF EASEMENTS CITED IN SCHEDULE B:

- SEMINOLE PIPELINE COMPANY–VOL. 833 PG. 642, DOES NOT AFFECT
- CITY OF GEORGETOWN–DOC. 2014076202 (CHISHOLM TRAILER W.S.C.–VOL. 988 PG 234), ALONG S.H. 29 BUT NOT LOCATABLE WITH INFORMATION AVAILABLE
- GTE SOUTHWEST INC.–VOL. 2565 PG. 505, DOES NOT AFFECT
- GTE SOUTHWEST INC.–DOC. 9746627, AFFECTS Ⓗ
- CHISHOLM TRAIL S.U.D.–DOC. 9753081, DOES NOT AFFECT
- CITY OF GEORGETOWN–DOC. 2014076202, AFFECTS Ⓙ
- PEDERNALES ELECTRIC COOPERATIVE– DOC. 2008020408, AFFECTS Ⓝ

Scale: 1" = 100'
Drawing: KAUFFMANLOOP675–05B.DWG
Drawing Date: December 28, 2021
Address: 675 Kauffman Loop, Georgetown, TX

Surveyed on the ground April 2021 & October 2021

Boundary Survey For
1.94 Acre Tract of Land
Greenleaf Fisk Survey
Abstract No. 5
Williamson County, Texas

CHRISTOPHER HOLLAND
Registered Professional Land Surveyor
1501 Cotton Gin Road Kyle, Texas 78640
512–565–4523 Texas RPLS No. 5575

EXHIBIT "_B_"

DESCRIPTION FOR A 1.53 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 24.91 ACRE TRACT OF LAND CALLED TRACT 1 IN THE WARRANTY DEED WITH VENDOR'S LIEN TO 675 KAUFMAN, LP, A TEXAS LIMITED PARTNERSHIP, AS RECORDED IN DOCUMENT 2021063860 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DATED APRIL 29, 2021, THE PERIMETER OF SAID 1.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the northwest corner of the tract described herein, being on the westerly boundary line of said 24.91 Acre Tract, same being the easterly boundary line of Bar W Ranch Commercial Final Plat, a subdivision plat recorded in Document 2020096319, of the Official Public Records of Williamson County, Texas, dated August 19, 2020, from which a 1/2 inch iron rod found for an angle point in said common boundary line bears N20°42'55"W a distance of 50.77 feet;

THENCE departing said common boundary line of the 24.91 Acre Tract and Bar W Ranch Commercial Final Plat, and through the interior of said 24.91 Acre Tract the following nine courses and distances:

1. N69°17'05"E a distance of 14.72 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the beginning of a curve,
2. with the arc of a curve to the left a distance of 33.20 feet, having a radius of 55.00 feet, a central angle of 34°35'20", with a chord bearing S72°35'56"E a distance of 32.70 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the end of curve,
3. S89°53'36"E a distance of 16.35 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
4. S00°05'07"W a distance of 25.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
5. S89°53'36"E a distance of 4.99 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
6. S00°06'24"W a distance of 70.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
7. S89°53'36"E, a distance of 320.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
8. S00°06'24"W a distance of 200.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner, and
9. N89°53'36"W a distance of 272.43 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner in said common boundary line of the 24.91 Acre Tract and Bar W Ranch Commercial Final Plat, from which a 1/2 inch iron rod with plastic cap stamped "FOREST RPLS 1847" found for the southwest corner of said 24.91 Acre Tract bears S20°42'55"E a distance of 826.71 feet;

THENCE N20°42'55"W with said common boundary line of the 24.91 Acre Tract and Bar W Ranch Commercial Final Plat, passing at a distance of 125.90 feet a 1/2 inch iron rod with illegible plastic cap found, and continuing a total distance of 320.41 feet to the **POINT OF BEGINNING** hereof, and containing 1.53 acres of land, more or less, within the metes and bounds described herein.

Christopher Ross Holland December 29, 2021

STATE OF TEXAS REGISTERED CHRISTOPHER ROSS HOLLAND 5575 PROFESSIONAL LAND SURVEYOR

Christopher Ross Holland
Registered Professional Land Surveyor No. 5575
1501 Cotton Gin Road, Kyle, Texas 78640
512-565-4523

Date

crh

Drawing: KauffmanLoop675-06B.dwg
Description: KaufmannLoop675-06B.doc

LEGEND

- ● ½ INCH IRON ROD FOUND
- ◉ ½ INCH IRON ROD WITH PLASTIC CAP FOUND (AS NOTED)
- ■ CONCRETE HIGHWAY MONUMENT
- ⬡ ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5575" SET
- —x—x— BARBED WIRE FENCE
- ——o—— PIPE FENCE
- —OH— OVERHEAD UTILITIES

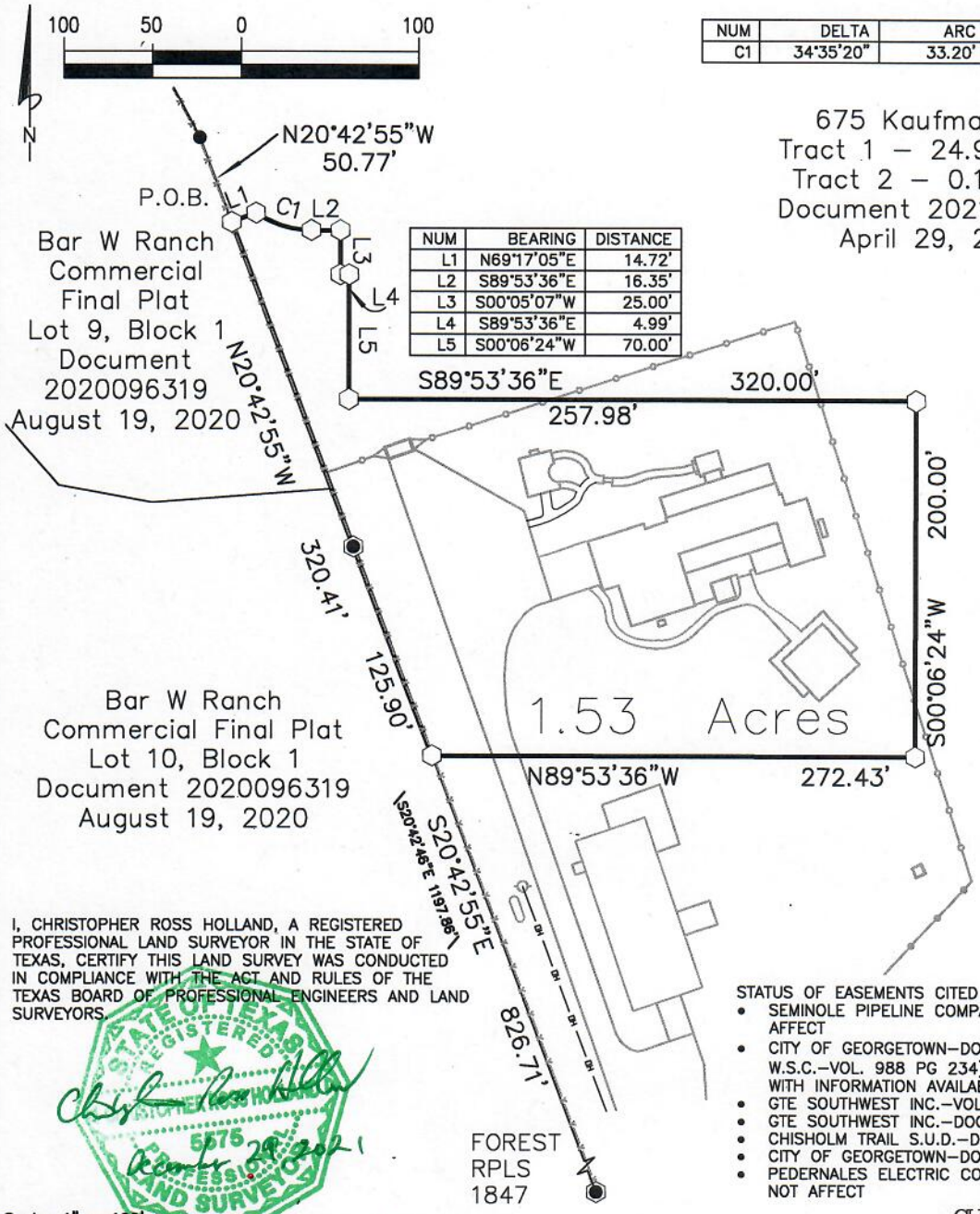
NOTES:

–THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE COMMITMENT GF NO. 20060553 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY ON FEBRUARY 12, 2021. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER ENCUMBRANCES WHICH AFFECT THIS TRACT THAT ARE NOT SHOWN HEREON.
–BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) (EPOCH 2010.0000)

COURSES OF RECORD FROM OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS:

( ) DOCUMENT 2021063860
[ ] DOCUMENT 2017003357 EXHIBIT "A"
{ } DOCUMENT 2017003357 EXHIBIT "C"
/ / DOCUMENT 2020096319

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	34°35'20"	33.20'	55.00'	S72°35'56"E	32.70'



NUM	BEARING	DISTANCE
L1	N69°17'05"E	14.72'
L2	S89°53'36"E	16.35'
L3	S00°05'07"W	25.00'
L4	S89°53'36"E	4.99'
L5	S00°06'24"W	70.00'

675 Kaufman, LP
Tract 1 – 24.91 Acres
Tract 2 – 0.12 Acre
Document 2021063860
April 29, 2021

I, CHRISTOPHER ROSS HOLLAND, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THIS LAND SURVEY WAS CONDUCTED IN COMPLIANCE WITH THE ACT AND RULES OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

STATE OF TEXAS · REGISTERED · CHRISTOPHER ROSS HOLLAND · 5575 · PROFESSIONAL · LAND SURVEYOR

December 29, 2021

STATUS OF EASEMENTS CITED IN SCHEDULE B:

- SEMINOLE PIPELINE COMPANY–VOL. 833 PG. 642, DOES NOT AFFECT
- CITY OF GEORGETOWN–DOC. 2014076202 (CHISHOLM TRAILER W.S.C.–VOL. 988 PG 234), ALONG S.H. 29 BUT NOT LOCATABLE WITH INFORMATION AVAILABLE
- GTE SOUTHWEST INC.–VOL. 2565 PG. 505, DOES NOT AFFECT
- GTE SOUTHWEST INC.–DOC. 9746627, DOES NOT AFFECT
- CHISHOLM TRAIL S.U.D.–DOC. 9753081, DOES NOT AFFECT
- CITY OF GEORGETOWN–DOC. 2014076202, DOES NOT AFFECT
- PEDERNALES ELECTRIC COOPERATIVE– DOC. 2008020408, DOES NOT AFFECT

Scale: 1" = 100'
Drawing: KAUFFMANLOOP675–06B.DWG
Drawing Date: December 28, 2021
Address: 675 Kauffman Loop, Georgetown, TX

Surveyed on the ground April 2021 & October 2021

Boundary Survey For
1.53 Acre Tract of Land
Greenleaf Fisk Survey
Abstract No. 5
Williamson County, Texas

CHRISTOPHER HOLLAND
Registered Professional Land Surveyor

1501 Cotton Gin Road Kyle, Texas 78640
512–565–4523 Texas RPLS No. 5575

15.36 ACRES
CITY OF LEANDER
PROPOSED PARCEL 3

EXHIBIT B

PROJECT NO. 314-748
APRIL 23, 2022

BEING A 15.36 ACRE TRACT OF LAND IN WILLIAMSON COUNTY, TEXAS OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NO. 5, AND BEING A PORTION OF THE CALLED 30.30 ACRE TRACT AND OF THE CALLED 0.12 ACRE TRACT, BOTH CONVEYED TO RONALD C. DIPPREY, TRUSTEE OF THE DOUBLE STAR IRREVOCABLE TRUST PER DEED RECORDED AS DOCUMENT NO. 2017003357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ALSO BEING A PORTION OF THE CALLED 4.650 ACRE TRACT CONVEYED TO RONALD C. DIPPREY PER DEED RECORDED AS DOCUMENT NO. 2017003352, O.P.R.W.C.T.; SAID 15.36 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with illegible cap found at the southerly common corner of said called 0.12 acre tract and of Lot 1 of Bar W Ranch Commercial Final Plat, a subdivision map of record as Document No. 2020096319, O.P.R.W.C.T., said point being on the northerly right-of-way line of Kaufman Loop (100' wide right-of-way), for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, along the common line of said Lot 1 and of said called 0.12 acre tract, N21°02'07"W, a distance of 52.15 feet to a ½-inch iron rod with "Forest RPLS 1847" cap found at the westerly common corner of said called 0.12 acre tract and of said called 4.650 acre tract;

THENCE, along the common line of said Lot 1 and of said called 4.650 acre tract, and then of Lot 10 of said Bar W Ranch Commercial Final Plat and of said called 4.650 acre tract, N20°42'02"W, a distance of 826.42 feet to a found ½-inch iron rod with "RPLS 5575" cap;

THENCE, over and across said called 4.650 acre and of said called 30.30 acre tract the following nine (9) courses and distances:

1. S89°52'25"E, a distance of 272.51 feet to a calculated point;
2. N00°08'36"E, a distance of 200.57 feet to a calculated point;
3. N89°57'53"W, a distance of 320.00 feet to a found ½-inch iron rod with "RPLS 5575" cap;
4. N00°02'07"E, a distance of 70.00 feet to a found ½-inch iron rod with "RPLS 5575" cap;
5. N89°15'24"W, a distance of 4.93 feet to a found ½-inch iron rod with "RPLS 5575" cap;
6. N00°09'38"W, a distance of 24.92 feet to a found ½-inch iron rod with "RPLS 5575" cap;
7. N89°57'48"W, a distance of 16.28 feet to a found ½-inch iron rod with "RPLS 5575" cap;
8. N72°28'07"W, a distance of 32.73 feet to a found ½-inch iron rod with "RPLS 5575" cap;
9. S68°43'22"W, a distance of 14.81 feet to a ½-inch iron rod with "RPLS 5575" cap found on the common line of said called 30.30 acre tract and of Lot 9 of said Bar W Ranch Commercial Final Plat;

THENCE, along the common line of said Lot 9 and of said called 30.30 acre tract the following two (2) courses and distances:

1. N20°42'02"W, a distance of 50.89 feet to a found ½-inch iron rod with "CEC Boundary" cap;

2. N27°57'13"W, a distance of 78.55 feet to a found ½-inch iron rod with "RPLS 5575" cap;

THENCE, over and across said called 30.30 called acre tract the following two (2) courses and distances:

1. S88°56'46"E, a distance of 76.74 feet to a found ½-inch iron rod with "RPLS 5575" cap;

2. S89°53'08"E, passing at a distance of 660.35 feet a found ½-inch iron rod, for a total distance of 867.76 feet to a calculated point on the common line of said called 30.30 acre tract and of the tract conveyed to Rancho Siena KC, LP per deed recorded as Document No. 2007081893, O.P.R.W.C.T.;

THENCE, along the common line of said Rancho Siena KC, LP tract and of said called 30.30 acre tract, S09°03'41"W, a distance of 1,209.14 feet to a ½-inch iron rod with "Forest RPLS 1847" cap found on the northerly right-of-way line of Kaufman Loop;

THENCE, along the common line of said called 30.30 acre tract and of the northerly right-of-way line of Kaufman Loop, N88°23'31"W, a distance of 38.74 feet to a ½-inch iron rod with "Forest RPLS 1847" cap found at the easterly corner of said called 0.12 acre tract, said point being at the beginning of a 1,250.00 foot radius curve to the left;

THENCE, along the common line of said called 0.12 acre tract and of the northerly right-of-way line of Kaufman Loop and along the arc of said 1,250.00 foot radius curve a distance of 240.56 feet through a central angle of 11°01'35", and having a chord bearing S79°51'23"W and distance of 240.19 feet to the **POINT OF BEGINNING**, and containing 15.36 acres of land, more or less;

Witness my hand and seal this 23rd day of April, 2022.

Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
Texas Registered Surveying Firm No. 10194419

6.19 ACRES
CITY OF LEANDER
PROPOSED PARCEL 2

EXHIBIT B

PROJECT NO. 314-748
APRIL 23, 2022

BEING A 6.19 ACRE TRACT OF LAND IN WILLIAMSON COUNTY, TEXAS OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NO. 5, AND BEING A PORTION OF THE CALLED 30.30 ACRE TRACT CONVEYED TO RONALD C. DIPPREY, TRUSTEE OF THE DOUBLE STAR IRREVOCABLE TRUST PER DEED RECORDED AS DOCUMENT NO. 2017003357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T); SAID 6.19 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TxDOT Type 1 monument found on the southerly right-of-way line of Texas State Highway 29 (right-of-way width varies) at the northerly common corner of said called 30.30 acre tract and of the tract conveyed to Rancho Siena KC, LP per deed recorded as Document No. 2007081893, O.P.R.W.C.T., for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, along the common line of said Rancho Siena KC. LP tract and of said called 30.30 acre tract, S09°03'41"W, a distance of 305.90 feet to a calculated point;

THENCE, over and across said called 30.30 acre tract, the following two (2) courses and distances:

1. N89°53'08"W, passing at a distance of 207.41 feet a found ½-inch iron rod, for a total distance of 867.76 feet to a found ½-inch iron rod with "RPLS 5575" cap;

2. N88°56'46"W, a distance of 76.74 feet to a found ½-inch iron rod with "RPLS 5575" cap in the common line of said called 30.30 acre tract and of Lot 9 of Bar W Ranch Commercial Final Plat, a subdivision map of record as Document No. 2020096319, O.P.R.W.C.T.;

THENCE, along the common line of said Lot 9 and of said called 30.30 acre tract, N27°57'13"W, a distance of 50.97 feet to a found ½-inch iron rod with "RPLS 5575" cap;

THENCE, over and across said called 30.30 acre tract, the following five (5) courses and distances:

1. N62°03'22"E, a distance of 52.92 feet to a found ½-inch iron rod with "RPLS 5575" cap;

2. N37°56'37"E, a distance of 179.52 feet to a ½-inch iron rod with "RPLS 5575" cap found at the beginning of a 30.00 foot radius curve to the left;

3. Along the arc of said 30.00 foot radius curve a distance of 19.79 feet through a central angle of 37°47'26", and having a chord bearing N18°55'33"E and distance of 19.43 feet to a found ½-inch iron rod with "RPLS 5575" cap;

4. N00°14'29"E, a distance of 70.60 feet to a found ½-inch iron rod with "RPLS 5575" cap;

5. N89°59'07"E, a distance of 53.83 feet to a broken TxDOT Type 1 monument found in the common line of the southerly right-of-way line of Texas State Highway 29 and of said called 30.30 acre tract;

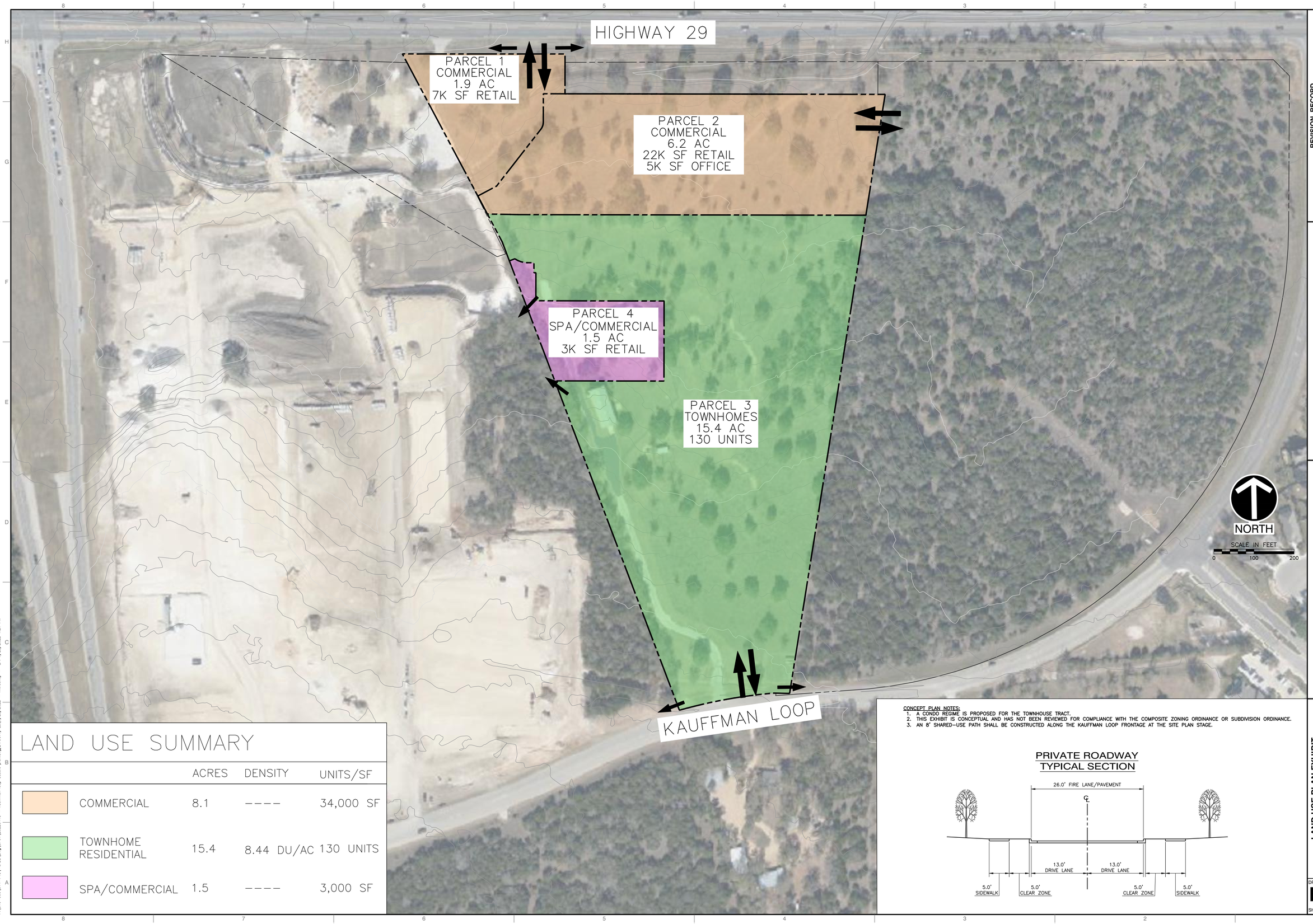
THENCE, along the common line of the southerly right-of-way line of Texas State Highway 29 and of said called 30.30 acre tract, the following two (2) courses and distances;

1. S89°52'11"E, a distance of 543.88 feet to a found ½-inch iron rod;

2. S89°56'57"E, a distance of 255.11 feet to the **POINT OF BEGINNING**, and containing 6.19 acres of land, more or less;

Witness my hand and seal this 23rd day of April, 2022.

Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
Texas Registered Surveying Firm No. 10194419



LAND USE SUMMARY

	ACRES	DENSITY	UNITS/SF
COMMERCIAL	8.1	----	34,000 SF
TOWNHOME RESIDENTIAL	15.4	8.44 DU/AC	130 UNITS
SPA/COMMERCIAL	1.5	----	3,000 SF

CONCEPT PLAN NOTES:
1. A CONDO REGIME IS PROPOSED FOR THE TOWNHOUSE TRACT.
2. THIS EXHIBIT IS CONCEPTUAL AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH THE COMPOSITE ZONING ORDINANCE OR SUBDIVISION ORDINANCE.
3. AN 8' SHARED-USE PATH SHALL BE CONSTRUCTED ALONG THE KAUFFMAN LOOP FRONTAGE AT THE SITE PLAN STAGE.

PRIVATE ROADWAY
TYPICAL SECTION

REVISION RECORD

NO	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
227 South Main Street · Athens, PA 18810
Ph: 570.886.2007 · 877-389-1852 · Fax: 570.886.2011
www.cecinc.com

AARKAY GROUP LLC
675 KAUFFMAN LOOP
LEANDER , TEXAS
WILLIAMSON COUNTY

LAND USE PLAN EXHIBIT

DATE:	7/25/2022
DRAWN BY:	CEC
DWG SCALE:	1"=100'
CHECKED BY:	CEC
PROJECT NO:	314-748
APPROVED BY:	

DRAWING NO.:
EXHIBIT
SHEET 1 OF 1

City of Leander Planning Department
201 North Brushy Street
PO Box 319
Leander, Texas 78646-0319

2/18/2022

Re: Approximately 25 acres located at 675 Kauffman Loop (the "Property")
Planned Unit Development (PUD) Rezoning Application
Letter of Intent – 675 Kauffman Loop PUD

Please accept this Letter of Intent for the submittal of the PUD Rezoning Application for approximately 25 acres located at 675 Kauffman Loop known as the 675 Kauffman Loop PUD.

Zoning and Comprehensive Plan. The Property is currently unzoned, as it is in the City of Leander ETJ and is listed in the December 17, 2021, City Limits and Extraterritorial Jurisdiction map as "Future Annexation Per Development Agreement". The Property is covered by the "Development Agreement under Section 43.035, Texas Local Government Code" dated March 3, 2016. The 675 Kauffman Loop PUD Application proposes a combination of General Commercial ("GC") and Single-Family Townhouse ("SFT") base zoning district designation for the Property.

The Property is designated as "Activity Center" on the Future Land Use Map Effective October 12, 2021.

The Property. The Property consists of approximately 25 acres, located in between SH 29 and Kauffman Loop. The Property is located immediately east of the Bar W Commercial PUD which includes the HEB grocery store and related commercial development, and undeveloped land is located to the east of the Property.

Project Summary: The proposed development includes a variety of commercial development along the entirety of frontage of SH29, a spa located interior to the Property, and 130 townhome units on the remaining 15.6 acres of the Property adjacent to Kauffman Loop. The proposed development is authorized pursuant to the proposed GC and SFT base zoning district pursuant to the 675 Kauffman Loop PUD. We request the following alternatives to certain standards of the Leander Composite Zoning Ordinance:

1. The PUD is exempt from Article VI, Section 7 (b) (5) of the City's Composite Zoning Ordinance regarding the use of structural stabilization for the perimeter of non-residential and multi-family drainage facilities being limited to 30% of the pond perimeter excluding outlet structures.
2. Interior Sidewalks abutting the street/curb with landscape buffer behind the sidewalk.
3. 100% Masonry Townhome Units (Mix Stone, Brick, Stucco).
4. Masonry Fencing along Kauffman Loop.
5. Standard 6ft Wood Fencing at perimeter of townhome parcel.
6. 26 ft wide Private Internal Streets in townhome parcel.

Thank you for your time and consideration of this 675 Kauffman Loop PUD.

Sincerely,

MTheone

Michael Theone, P.E. Civil Environmental Consultants (agent for 675 Kaufman LP)

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

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

Marc Frease with Craftmen Homes, LLC (dba Craftmen Residential, LLC) acting on behalf of the developer 675 Kaufman LP, went door-to-door on Wednesday evening 6-15-2022 to meet and greet the residents residing within 500 ft of the subject property. Marc met with Mr. Brennon Magee of 750 Kauffman Loop and Mrs. Laura Meyer of 700 Kauffman Loop. The parties discussed the overall project and proposed zoning changes to SFT, Commercial and Day-Spa use, the total acreage being proposed for each use, the total number of attached for-sale townhomes being proposed, floor plans and livable square footage including options, masonry standards for the SFT and Commercial component, entryways, utility requirements, private streets within the SFT component, amenities, etc. The parties were also notified of the forthcoming Public Hearings for the PUD submittal.

Marc provided the parties with the overall survey of the property, the conceptual color rendered site plan identifying each parcel including proposed layout and roadways within the development, the conceptual elevations for the SFT component including conceptual floor plans.

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

There are no Homeowners Associations located within 500 ft of the subject property.

3. What concerns were raised during these communications?

Based on Marc's conversations, there were no concerns brought about by the parties.

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

There have been no specific conditions added to or modified within the zoning request in response to concerns raised during the meeting between the parties.

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

Signature: Michael theone Date 6/17/2022

Michael Theone

Digitally signed by Michael Theone
DN: C=US, E=mtheone@cecinc.com, O=CEC, CN=Michael Theone
Date: 2022.06.17 09:22:47 -05'00'

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 675 KAUFFMAN LOOP PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICTS OF SFT-2-A (SINGLE-FAMILY TOWNHOUSE) AND 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 24.91 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification numbers R328207 and R555049; more particularly described in Instrument Number 2021063860 recorded in the Official Public Records of Williamson County, Texas.

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

this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 15th day of September, 2022.
FINALLY PASSED AND APPROVED on this the 10th day of October, 2022.

ATTEST: **THE CITY OF LEANDER, TEXAS:**

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS

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

August 25, 2022 at 7:00 PM

Place 1 – Donnie Mahan, *Vice Chair*	**Place 5 – Gary Hampton, Jr.**
Place 2 – John Cosgrove, *Chair*	**Place 6 – Laura Lantrip**
Place 3 – Ron May	**Place 7 – Rick Carpenter**
Place 4 – Deirdre Moss	

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

1. Call to Order at 7:00 p.m.

2. Roll Call.

   All Commissioners were present except Commissioner Hampton, Jr.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the August 18, 2022, meeting

4. Review of meeting protocol.

5. Citizen Comments: Three (3) minutes allowed per speaker.
   [Please turn in speaker request form before the meeting begins.]

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case 22-FP-002 regarding Horizon Lake Phase 3 Section 1 and 2 Final Plat on two parcels of land approximately 16.928 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031236 and R601928; generally located west of Horizon Park Blvd. and Leeward Pass, Leander, Williamson County, Texas.

7. Approval of Subdivision Case 22-FP-004 regarding Edgewood Phase 1 Section 1 Final Plat on one parcel of land approximately 52.610 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R619606; generally located east of CR 175 approximately 3,700 ft. south of RM 2243, Leander, Williamson County, Texas.

8. Disapproval of Subdivision Case 22-SFP-009 to approve the Moon Valley Short Form Final Plat on two parcels of land approximately 8.8 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031223 and R319362; more commonly known as 15841 Ronald Reagan Blvd, Leander, Williamson County, Texas.

9. Approval of Minutes.

Motion made by Commissioner Lantrip to approve the consent agenda items 6 through 9, seconded by Commissioner May.

6 to 0 Passed

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-002 to amend the current zoning of Interim Single-Family Rural to adopt the Creeks Edge PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse) and LO-2-A (Local Office) on one parcel of land approximately 9.977 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R332409; and more commonly known as 14751 Ronald W Reagan Blvd, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-002 as described above.

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

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

11. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-005 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 675 Kauffman Loop PUD (Planning Unit Development) with the base zoning districts of SFT-2-A (Single-Family Townhouse) and GC-2-A (General Commercial) on two parcels of land approximately 24.91 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and more commonly known as 675 Kauffman Loop, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-005 as described above.

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

AYE: Chair John Cosgrove, Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

REGULAR AGENDA

12. Adjournment at 7:22 p.m.

APPROVED:

_____
CHAIRMAN COSGROVE

ATTEST:

_____
ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY

MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE 675 KAUFFMAN LOOP PUD

This Development Agreement Establishing Development Standards for the **675 Kauffman Loop PUD** (the "Agreement") is made and entered into, effective as of the_____day of _____, 20_, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **675 Kaufman LP** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

(a) The Developer owns that certain 25 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for commercial and residential development (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.

(b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.

(c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

(a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

(a) **Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.

(b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

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

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

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

(b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

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

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

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

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

Section 10. Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except

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

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

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

Any notice mailed to the City shall be addressed:
City of Leander
Attn: City Manager
P.O. Box 319
Leander, Texas 78641
Williamson County

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

Any notice mailed to the Developer shall be addressed:
675 Kaufman LP
Attn: Joe Williams, Manager
7801 N. Capital of Texas Highway #390
Austin, TX 78731 Travis County

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

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

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

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

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

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

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

Section 18. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

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

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

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

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

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

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

Exhibit A – Property Description & Sketch

EXECUTED in multiple originals this the_____ day of_____, 20_.

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

Attest:

By:_____
Name: Dara Crabtree
Title: City Secretary

By:_____
Name: Christine Sederquist
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF_____ §

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

(SEAL)

_____
Notary Public, State of Texas

DEVELOPER:

By: _____
Name: Joe Williams
Title: Manager

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 21 day of June, 2022 by Joe Williams of 675 Kauffman Texas LP company, on behalf of said company.

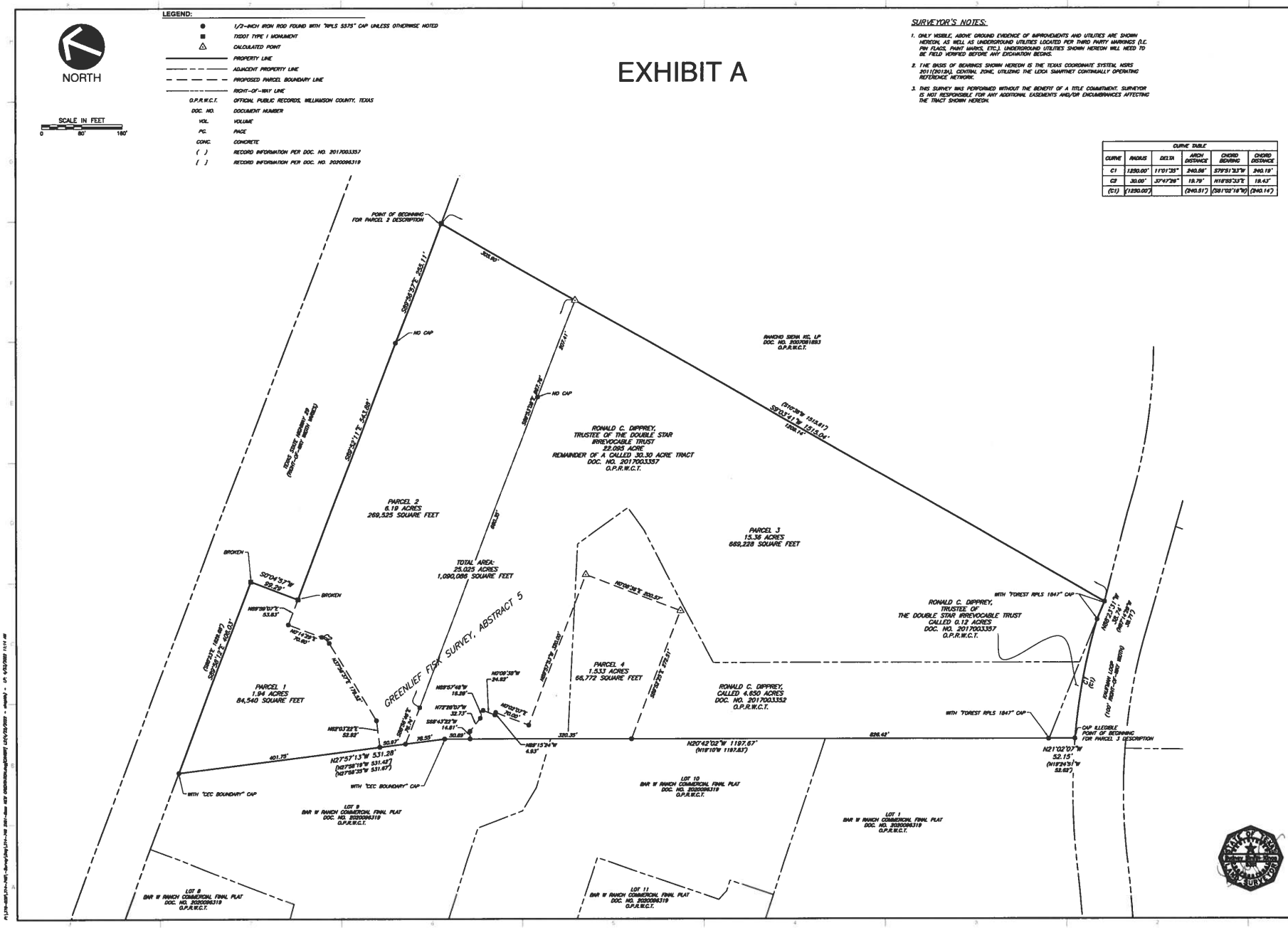
_____
(SEAL) Notary Public, State of Texas

CANDACE KUXHOUSE
My Notary ID # 133648392
Expires March 16, 2026

EXHIBIT "A"

Description of Property

EXHIBIT A



REVISION RECORD

NO	DATE	DESCRIPTION

Texas Registered Surveying Firm 10194419 • Texas Registered Engineering Firm 736
Civil & Environmental Consultants, Inc.
3711 South MoPac Expressway • Building 1, Suite 330 • Austin, TX 78746
Ph: 512.439.0400 • Fax: 512.328.6008
www.cecinc.com

AARKAY GROUP LLC
675 KAUFMAN LOOP
LEANDER, TEXAS
WILLIAMSON COUNTY

SURVEY EXHIBIT

DATE	APRIL, 2022
DWG SCALE	1"=80'
PROJECT NO	314-7.80
DRAWN BY	AJH
CHECKED BY	EBM
APPROVED BY	SSS

DRAWING NO
SV01
SHEET 1 OF 1

EXHIBIT A

DESCRIPTION FOR A 1.94 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 24.91 ACRE TRACT OF LAND CALLED TRACT 1 IN THE WARRANTY DEED WITH VENDOR'S LIEN TO 675 KAUFMAN, LP, A TEXAS LIMITED PARTNERSHIP, AS RECORDED IN DOCUMENT 2021063860 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DATED APRIL 29, 2021, THE PERIMETER OF SAID 1.94 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with plastic cap stamped "CEC INC BOUNDARY" for the northwest corner of said 24.91 Acre Tract, same being the northeast corner of Bar W Ranch Commercial Final Plat, a subdivision plat recorded in Document 2020096319, of the Official Public Records of Williamson County, Texas, dated August 19, 2020, and also being a point on the southerly right-of-way line of State Highway 29 [a variable width right-of-way];

THENCE with the common boundary line of said 24.91 Acre Tract and said State Highway 29 the following two courses and distances:

1. S89°58'49"E a distance of 406.13 feet to a concrete highway marker found for a common corner, and
2. S00°07'51"W a distance of 99.44 feet to a damaged concrete highway marker found for a common corner from which a concrete highway marker found for the northeast corner of said 24.91 Acre Tract bears S89°53'36"E a distance of 799.05 feet;

THENCE departing said common boundary line of the 24.91 Acre Tract and State Highway 29, and through the interior of said 24.91 Acre Tract the following five courses and distances:

1. N89°52'09"W a distance of 54.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
2. S00°07'51"W a distance of 70.66 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the beginning of a curve,
3. with the arc of a curve to the right a distance of 19.79 feet, having a radius of 30.00 feet, a central angle of 37°47'39", with a chord bearing S19°01'40"W a distance of 19.43 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the end of curve,
4. S37°55'30"W a distance of 179.47 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner, and

5. S62°02'36"W a distance of 52.93 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner of the tract described herein and being a point on the common boundary line of said 24.91 Acre Tract and said Bar W Ranch Commercial Final Plat, from which a 1/2 inch iron rod found for angle point in said common boundary line bears S27°57'24"E a distance of 129.61 feet;

THENCE N27°57'24"W said common boundary line of the 24.91 Acre Tract and Bar W Ranch Commercial Final Plat, a distance of 401.75 feet to the **POINT OF BEGINNING** hereof, and containing 1.94 acres of land, more or less, within the metes and bounds described herein.

Christopher Ross Holland

STATE OF TEXAS
REGISTERED
CHRISTOPHER ROSS HOLLAND
5575
PROFESSIONAL
LAND SURVEYOR

December 29, 2021

Christopher Ross Holland
Registered Professional Land Surveyor No. 5575
1501 Cotton Gin Road, Kyle, Texas 78640
512-565-4523

Date

crh

Drawing: KauffmanLoop675-05B.dwg
Description: KaufmannLoop675-05B.doc

LEGEND

- ● ½ INCH IRON ROD FOUND
- ◉ ½ INCH IRON ROD WITH PLASTIC CAP FOUND (AS NOTED)
- ■ CONCRETE HIGHWAY MONUMENT
- ⬡ ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5575" SET
- —x—x— BARBED WIRE FENCE
- ———o——— PIPE FENCE
- —OH— OVERHEAD UTILITIES

I, CHRISTOPHER ROSS HOLLAND, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THIS LAND SURVEY WAS CONDUCTED IN COMPLIANCE WITH THE ACT AND RULES OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

STATE OF TEXAS REGISTERED CHRISTOPHER ROSS HOLLAND 5575 PROFESSIONAL LAND SURVEYOR

Ross Holland
December 29, 2021

NOTES:

-THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE COMMITMENT GF NO. 20060553 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY ON FEBRUARY 12, 2021. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER ENCUMBRANCES WHICH AFFECT THIS TRACT THAT ARE NOT SHOWN HEREON.
-BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) (EPOCH 2010.0000)

COURSES OF RECORD FROM OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS:

( ) DOCUMENT 2021063860
[ ] DOCUMENT 2017003357 EXHIBIT "A"
~ ~ DOCUMENT 2017003357 EXHIBIT "C"
/ / DOCUMENT 2020096319

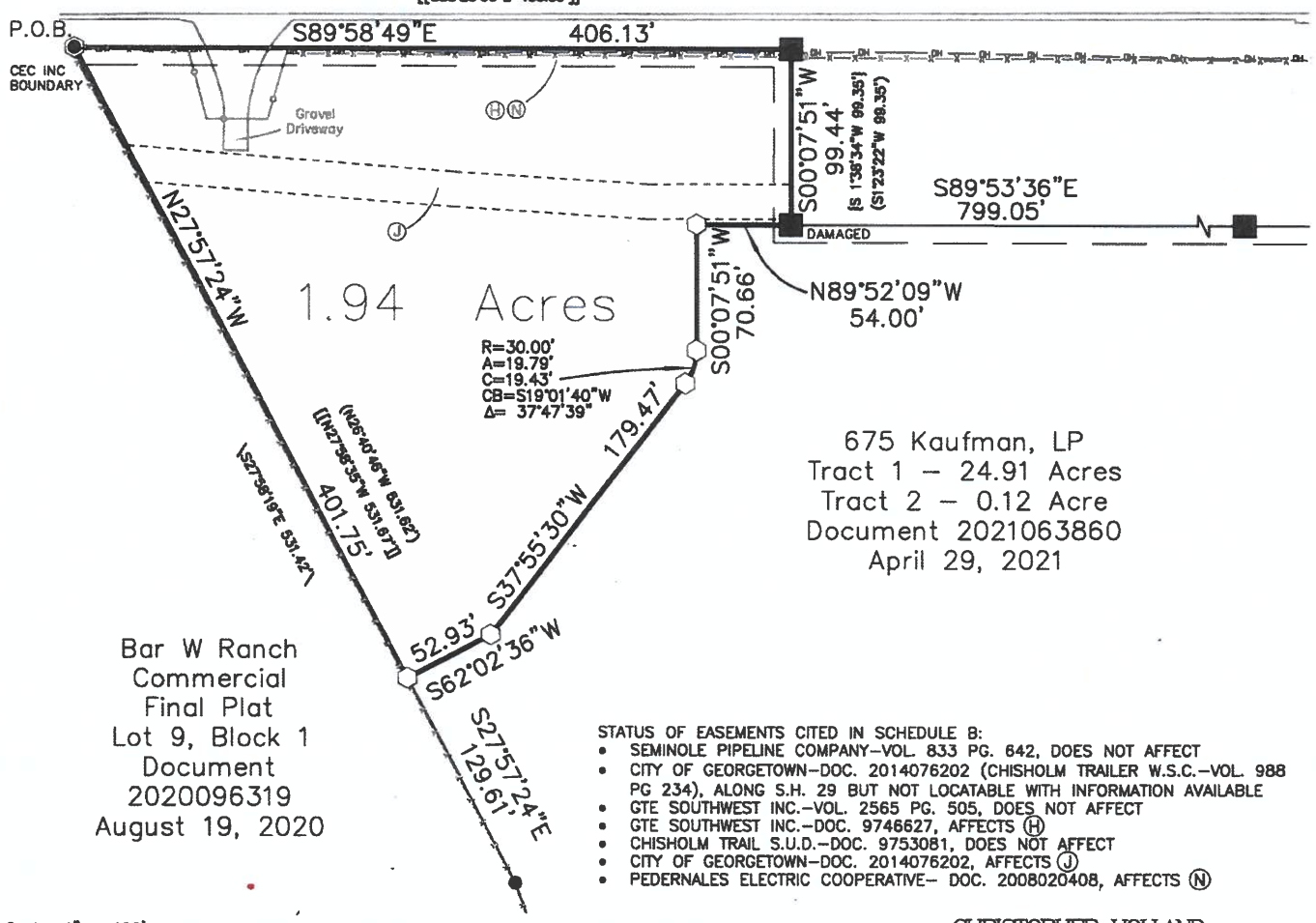
100 50 0 100

N

STATE HIGHWAY 29
[VARIABLE WIDTH R.O.W.]

State of Texas
Tract 1
Volume 264 Page 79
October 13, 1932

(S88°39'15"E 406.42')
[[S88°23'00"E 408.39']]



675 Kaufman, LP
Tract 1 – 24.91 Acres
Tract 2 – 0.12 Acre
Document 2021063860
April 29, 2021

Bar W Ranch
Commercial
Final Plat
Lot 9, Block 1
Document
2020096319
August 19, 2020

STATUS OF EASEMENTS CITED IN SCHEDULE B:

- SEMINOLE PIPELINE COMPANY–VOL. 833 PG. 642, DOES NOT AFFECT
- CITY OF GEORGETOWN–DOC. 2014076202 (CHISHOLM TRAILER W.S.C.–VOL. 988 PG 234), ALONG S.H. 29 BUT NOT LOCATABLE WITH INFORMATION AVAILABLE
- GTE SOUTHWEST INC.–VOL. 2565 PG. 505, DOES NOT AFFECT
- GTE SOUTHWEST INC.–DOC. 9746627, AFFECTS (H)
- CHISHOLM TRAIL S.U.D.–DOC. 9753081, DOES NOT AFFECT
- CITY OF GEORGETOWN–DOC. 2014076202, AFFECTS (J)
- PEDERNALES ELECTRIC COOPERATIVE– DOC. 2008020408, AFFECTS (N)

Scale: 1" = 100'
Drawing: KAUFFMANLOOP675-05B.DWG
Drawing Date: December 28, 2021
Address: 675 Kauffman Loop, Georgetown, TX

Surveyed on the ground April 2021 & October 2021

Boundary Survey For
1.94 Acre Tract of Land
Greenleaf Fisk Survey
Abstract No. 5
Williamson County, Texas

CHRISTOPHER HOLLAND
Registered Professional Land Surveyor
1501 Cotton Gin Road Kyle, Texas 78640
512-565-4523 Texas RPLS No. 5575

EXHIBIT A

DESCRIPTION FOR A 1.53 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 24.91 ACRE TRACT OF LAND CALLED TRACT 1 IN THE WARRANTY DEED WITH VENDOR'S LIEN TO 675 KAUFMAN, LP, A TEXAS LIMITED PARTNERSHIP, AS RECORDED IN DOCUMENT 2021063860 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DATED APRIL 29, 2021, THE PERIMETER OF SAID 1.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the northwest corner of the tract described herein, being on the westerly boundary line of said 24.91 Acre Tract, same being the easterly boundary line of Bar W Ranch Commercial Final Plat, a subdivision plat recorded in Document 2020096319, of the Official Public Records of Williamson County, Texas, dated August 19, 2020, from which a 1/2 inch iron rod found for an angle point in said common boundary line bears N20°42'55"W a distance of 50.77 feet;

THENCE departing said common boundary line of the 24.91 Acre Tract and Bar W Ranch Commercial Final Plat, and through the interior of said 24.91 Acre Tract the following nine courses and distances:

1. N69°17'05"E a distance of 14.72 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the beginning of a curve,
2. with the arc of a curve to the left a distance of 33.20 feet, having a radius of 55.00 feet, a central angle of 34°35'20", with a chord bearing S72°35'56"E a distance of 32.70 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for the end of curve,
3. S89°53'36"E a distance of 16.35 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
4. S00°05'07"W a distance of 25.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
5. S89°53'36"E a distance of 4.99 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
6. S00°06'24"W a distance of 70.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
7. S89°53'36"E, a distance of 320.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner,
8. S00°06'24"W a distance of 200.00 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner, and
9. N89°53'36"W a distance of 272.43 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 5575" set for a corner in said common boundary line of the 24.91 Acre Tract and Bar W Ranch Commercial Final Plat, from which a 1/2 inch iron rod with plastic cap stamped "FOREST RPLS 1847" found for the southwest corner of said 24.91 Acre Tract bears S20°42'55"E a distance of 826.71 feet;

THENCE N20°42'55"W with said common boundary line of the 24.91 Acre Tract and Bar W Ranch Commercial Final Plat, passing at a distance of 125.90 feet a 1/2 inch iron rod with illegible plastic cap found, and continuing a total distance of 320.41 feet to the **POINT OF BEGINNING** hereof, and containing 1.53 acres of land, more or less, within the metes and bounds described herein.

December 29, 2021

Christopher Ross Holland
Registered Professional Land Surveyor No. 5575
1501 Cotton Gin Road, Kyle, Texas 78640
512-565-4523

Date

crh

Drawing: KauffmanLoop675-06B.dwg
Description: KaufmannLoop675-06B.doc

LEGEND

- ● ½ INCH IRON ROD FOUND
- ◉ ½ INCH IRON ROD WITH PLASTIC CAP FOUND (AS NOTED)
- ■ CONCRETE HIGHWAY MONUMENT
- ⬡ ½ INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5575" SET
- —x—x— BARBED WIRE FENCE
- ——o—— PIPE FENCE
- —— OH —— OVERHEAD UTILITIES

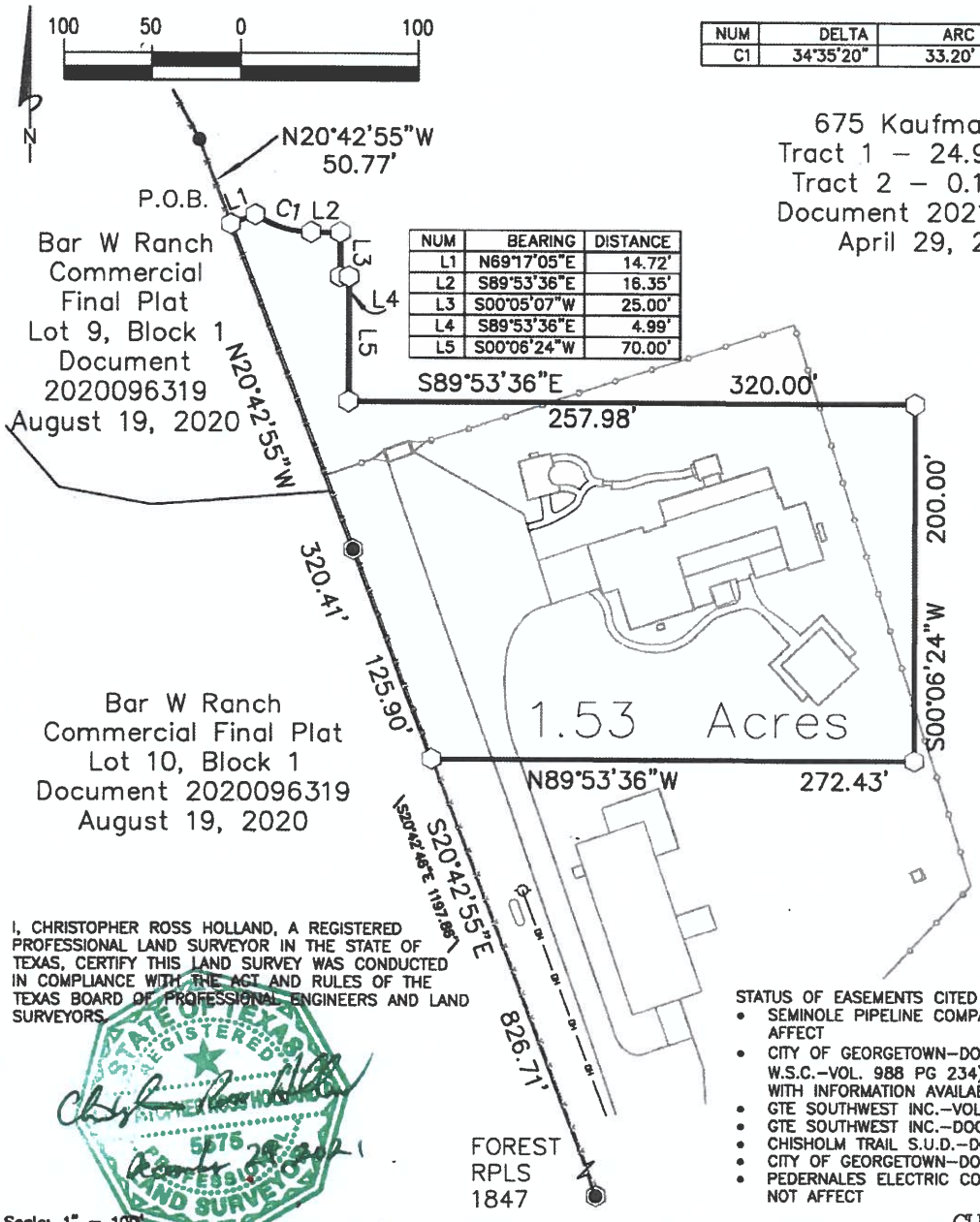
NOTES:

-THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE COMMITMENT GF NO. 20060553 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY ON FEBRUARY 12, 2021. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER ENCUMBRANCES WHICH AFFECT THIS TRACT THAT ARE NOT SHOWN HEREON.
-BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) (EPOCH 2010.0000)

COURSES OF RECORD FROM OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS:

( ) DOCUMENT 2021063860
[ ] DOCUMENT 2017003357 EXHIBIT "A"
{ } DOCUMENT 2017003357 EXHIBIT "C"
/ / DOCUMENT 2020096319

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	34°35'20"	33.20'	55.00'	S72°35'56"E	32.70'



I, CHRISTOPHER ROSS HOLLAND, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THIS LAND SURVEY WAS CONDUCTED IN COMPLIANCE WITH THE ACT AND RULES OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

STATE OF TEXAS REGISTERED CHRISTOPHER ROSS HOLLAND 5575 PROFESSIONAL LAND SURVEYOR

Scale: 1" = 100'
Drawing: KAUFFMANLOOP675-06B.DWG
Drawing Date: December 28, 2021
Address: 675 Kauffman Loop, Georgetown, TX

Surveyed on the ground April 2021 & October 2021

STATUS OF EASEMENTS CITED IN SCHEDULE B:

- SEMINOLE PIPELINE COMPANY–VOL. 833 PG. 642, DOES NOT AFFECT
- CITY OF GEORGETOWN–DOC. 2014076202 (CHISHOLM TRAILER W.S.C.–VOL. 988 PG 234), ALONG S.H. 29 BUT NOT LOCATABLE WITH INFORMATION AVAILABLE
- GTE SOUTHWEST INC.–VOL. 2565 PG. 505, DOES NOT AFFECT
- GTE SOUTHWEST INC.–DOC. 9746627, DOES NOT AFFECT
- CHISHOLM TRAIL S.U.D.–DOC. 9753081, DOES NOT AFFECT
- CITY OF GEORGETOWN–DOC. 2014076202, DOES NOT AFFECT
- PEDERNALES ELECTRIC COOPERATIVE– DOC. 2008020408, DOES NOT AFFECT

Boundary Survey For
1.53 Acre Tract of Land
Greenleaf Fisk Survey
Abstract No. 5
Williamson County, Texas

CHRISTOPHER HOLLAND
Registered Professional Land Surveyor

1501 Cotton Gin Road Kyle, Texas 78640
512-565-4523 Texas RPLS No. 5575

15.36 ACRES
CITY OF LEANDER
PROPOSED PARCEL 3

EXHIBIT A

PROJECT NO. 314-748
APRIL 23, 2022

BEING A 15.36 ACRE TRACT OF LAND IN WILLIAMSON COUNTY, TEXAS OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NO. 5, AND BEING A PORTION OF THE CALLED 30.30 ACRE TRACT AND OF THE CALLED 0.12 ACRE TRACT, BOTH CONVEYED TO RONALD C. DIPPREY, TRUSTEE OF THE DOUBLE STAR IRREVOCABLE TRUST PER DEED RECORDED AS DOCUMENT NO. 2017003357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ALSO BEING A PORTION OF THE CALLED 4.650 ACRE TRACT CONVEYED TO RONALD C. DIPPREY PER DEED RECORDED AS DOCUMENT NO. 2017003352, O.P.R.W.C.T.; SAID 15.36 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with illegible cap found at the southerly common corner of said called 0.12 acre tract and of Lot 1 of Bar W Ranch Commercial Final Plat, a subdivision map of record as Document No. 2020096319, O.P.R.W.C.T., said point being on the northerly right-of-way line of Kaufman Loop (100' wide right-of-way), for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, along the common line of said Lot 1 and of said called 0.12 acre tract, N21°02'07"W, a distance of 52.15 feet to a ½-inch iron rod with "Forest RPLS 1847" cap found at the westerly common corner of said called 0.12 acre tract and of said called 4.650 acre tract;

THENCE, along the common line of said Lot 1 and of said called 4.650 acre tract, and then of Lot 10 of said Bar W Ranch Commercial Final Plat and of said called 4.650 acre tract, N20°42'02"W, a distance of 826.42 feet to a found ½-inch iron rod with "RPLS 5575" cap;

THENCE, over and across said called 4.650 acre and of said called 30.30 acre tract the following nine (9) courses and distances:

1. S89°52'25"E, a distance of 272.51 feet to a calculated point;
2. N00°08'36"E, a distance of 200.57 feet to a calculated point;
3. N89°57'53"W, a distance of 320.00 feet to a found ½-inch iron rod with "RPLS 5575" cap;
4. N00°02'07"E, a distance of 70.00 feet to a found ½-inch iron rod with "RPLS 5575" cap;
5. N89°15'24"W, a distance of 4.93 feet to a found ½-inch iron rod with "RPLS 5575" cap;
6. N00°09'38"W, a distance of 24.92 feet to a found ½-inch iron rod with "RPLS 5575" cap;
7. N89°57'48"W, a distance of 16.28 feet to a found ½-inch iron rod with "RPLS 5575" cap;
8. N72°28'07"W, a distance of 32.73 feet to a found ½-inch iron rod with "RPLS 5575" cap;
9. S68°43'22"W, a distance of 14.81 feet to a ½-inch iron rod with "RPLS 5575" cap found on the common line of said called 30.30 acre tract and of Lot 9 of said Bar W Ranch Commercial Final Plat;

15.36 ACRES
CITY OF LEANDER
PROPOSED PARCEL 3

PROJECT NO. 314-748
APRIL 23, 2022

THENCE, along the common line of said Lot 9 and of said called 30.30 acre tract the following two (2) courses and distances:

1. N20°42'02"W, a distance of 50.89 feet to a found ½-inch iron rod with "CEC Boundary" cap;

2. N27°57'13"W, a distance of 78.55 feet to a found ½-inch iron rod with "RPLS 5575" cap;

THENCE, over and across said called 30.30 called acre tract the following two (2) courses and distances:

1. S88°56'46"E, a distance of 76.74 feet to a found ½-inch iron rod with "RPLS 5575" cap;

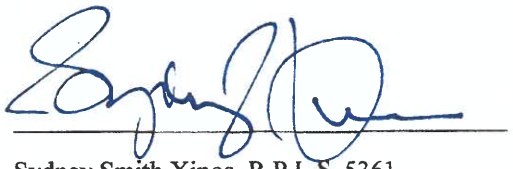
2. S89°53'08"E, passing at a distance of 660.35 feet a found ½-inch iron rod, for a total distance of 867.76 feet to a calculated point on the common line of said called 30.30 acre tract and of the tract conveyed to Rancho Siena KC, LP per deed recorded as Document No. 2007081893, O.P.R.W.C.T.;

THENCE, along the common line of said Rancho Siena KC, LP tract and of said called 30.30 acre tract, S09°03'41"W, a distance of 1,209.14 feet to a ½-inch iron rod with "Forest RPLS 1847" cap found on the northerly right-of-way line of Kaufman Loop;

THENCE, along the common line of said called 30.30 acre tract and of the northerly right-of-way line of Kaufman Loop, N88°23'31"W, a distance of 38.74 feet to a ½-inch iron rod with "Forest RPLS 1847" cap found at the easterly corner of said called 0.12 acre tract, said point being at the beginning of a 1,250.00 foot radius curve to the left;

THENCE, along the common line of said called 0.12 acre tract and of the northerly right-of-way line of Kaufman Loop and along the arc of said 1,250.00 foot radius curve a distance of 240.56 feet through a central angle of 11°01'35", and having a chord bearing S79°51'23"W and distance of 240.19 feet to the **POINT OF BEGINNING**, and containing 15.36 acres of land, more or less;

Witness my hand and seal this 23rd day of April, 2022.



Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
Texas Registered Surveying Firm No. 10194419

6.19 ACRES
CITY OF LEANDER
PROPOSED PARCEL 2

EXHIBIT A

PROJECT NO. 314-748
APRIL 23, 2022

BEING A 6.19 ACRE TRACT OF LAND IN WILLIAMSON COUNTY, TEXAS OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NO. 5, AND BEING A PORTION OF THE CALLED 30.30 ACRE TRACT CONVEYED TO RONALD C. DIPPREY, TRUSTEE OF THE DOUBLE STAR IRREVOCABLE TRUST PER DEED RECORDED AS DOCUMENT NO. 2017003357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T); SAID 6.19 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TxDOT Type 1 monument found on the southerly right-of-way line of Texas State Highway 29 (right-of-way width varies) at the northerly common corner of said called 30.30 acre tract and of the tract conveyed to Rancho Siena KC, LP per deed recorded as Document No. 2007081893, O.P.R.W.C.T., for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, along the common line of said Rancho Siena KC. LP tract and of said called 30.30 acre tract, S09°03'41"W, a distance of 305.90 feet to a calculated point;

THENCE, over and across said called 30.30 acre tract, the following two (2) courses and distances:

1. N89°53'08"W, passing at a distance of 207.41 feet a found ½-inch iron rod, for a total distance of 867.76 feet to a found ½-inch iron rod with "RPLS 5575" cap;

2. N88°56'46"W, a distance of 76.74 feet to a found ½-inch iron rod with "RPLS 5575" cap in the common line of said called 30.30 acre tract and of Lot 9 of Bar W Ranch Commercial Final Plat, a subdivision map of record as Document No. 2020096319, O.P.R.W.C.T.;

THENCE, along the common line of said Lot 9 and of said called 30.30 acre tract, N27°57'13"W, a distance of 50.97 feet to a found ½-inch iron rod with "RPLS 5575" cap;

THENCE, over and across said called 30.30 acre tract, the following five (5) courses and distances:

1. N62°03'22"E, a distance of 52.92 feet to a found ½-inch iron rod with "RPLS 5575" cap;

2. N37°56'37"E, a distance of 179.52 feet to a ½-inch iron rod with "RPLS 5575" cap found at the beginning of a 30.00 foot radius curve to the left;

3. Along the arc of said 30.00 foot radius curve a distance of 19.79 feet through a central angle of 37°47'26", and having a chord bearing N18°55'33"E and distance of 19.43 feet to a found ½-inch iron rod with "RPLS 5575" cap;

4. N00°14'29"E, a distance of 70.60 feet to a found ½-inch iron rod with "RPLS 5575" cap;

5. N89°59'07"E, a distance of 53.83 feet to a broken TxDOT Type 1 monument found in the common line of the southerly right-of-way line of Texas State Highway 29 and of said called 30.30 acre tract;

6.19 ACRES
CITY OF LEANDER
PROPOSED PARCEL 2

PROJECT NO. 314-748
APRIL 23, 2022

THENCE, along the common line of the southerly right-of-way line of Texas State Highway 29 and of said called 30.30 acre tract, the following two (2) courses and distances;

1. S89°52'11"E, a distance of 543.88 feet to a found ½-inch iron rod;

2. S89°56'57"E, a distance of 255.11 feet to the **POINT OF BEGINNING**, and containing 6.19 acres of land, more or less;

Witness my hand and seal this 23rd day of April, 2022.

Sydney Smith Xinos, R.P.L.S. 5361
Civil & Environmental Consultants, Inc.
Texas Registered Surveying Firm No. 10194419

AGENDA ITEM # 26

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of the Night Owl III License Agreement, Case 22-LA-005, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of W. Broade Street, Leander, Williamson County, Texas.

BACKGROUND:

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

The developer of the Night Owl III located at 203 N. Brushy Street is requesting a license agreement to install and maintain landscaping and irrigation within a portion of the right-of-way of W. Broade Street.

APPLICANT/AGENT:

Johnny 99, LLC (Danny Parrot)

PRESENTER:

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

---

Attachments

1. License Agreement
2. Location Exhibit
3. Letter of Intent

LICENSE AGREEMENT
FOR THE NIGHT OWL III

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis Counties, Texas ("the City"), and Johnny 99, LLC, a limited liability company (the "Licensee"), enter into this License Agreement for the Night Owl III Subdivision ("Agreement") on this the ____ day of _____, 20__, upon the terms and conditions set forth below.

I. **PURPOSE OF LICENSE AGREEMENT.** The City grants to Licensee permission to use the property, located within the right-of-way of Broade Street in the Old Town Leander (Lots 1 & 2) , Leander, Texas (the "Subdivision"), shown in Exhibit "A" attached hereto and incorporated herein for all purposes (the "licensed property"), for the following purposes only:

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

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

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

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

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

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

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, and assuming no obligation to Licensee, to remove any of the improvements or alterations thereof whenever such removal is deemed

necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety.

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

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

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

VI. CONDITIONS.

A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.

B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the licensed property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.

C. Removal or Modification. Licensee agrees that removal or modification of any of the improvements now existing or to be later placed on the licensed property shall be a Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the improvements, said removal or modification shall be at Licensee's

sole discretion.

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

Licensee Address	**City Address**
Johnny 99, LLC	City of Leander
Attn: Danny Parrott	Attn: City Manager
8315 Burnet Road, STE D	P.O. Box 319
Austin, TX 78757	Leander, Texas 78641
Travis County	Williamson County

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

VIII. TERMINATION.

A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made from the licensed property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

B. Termination by City. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The improvements, or a portion of them, interfere with the City's right-of-way;

2. Use of the licensed property becomes necessary for a public purpose;

3. The improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;

4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to the insurance requirements specified herein.

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

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

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

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

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

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

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

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

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: City Manager

LICENSEE: JOHNNY 99, LLC

By: _____
Name: Danny Parrott
Title: Director

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

_____
Notary Public – State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

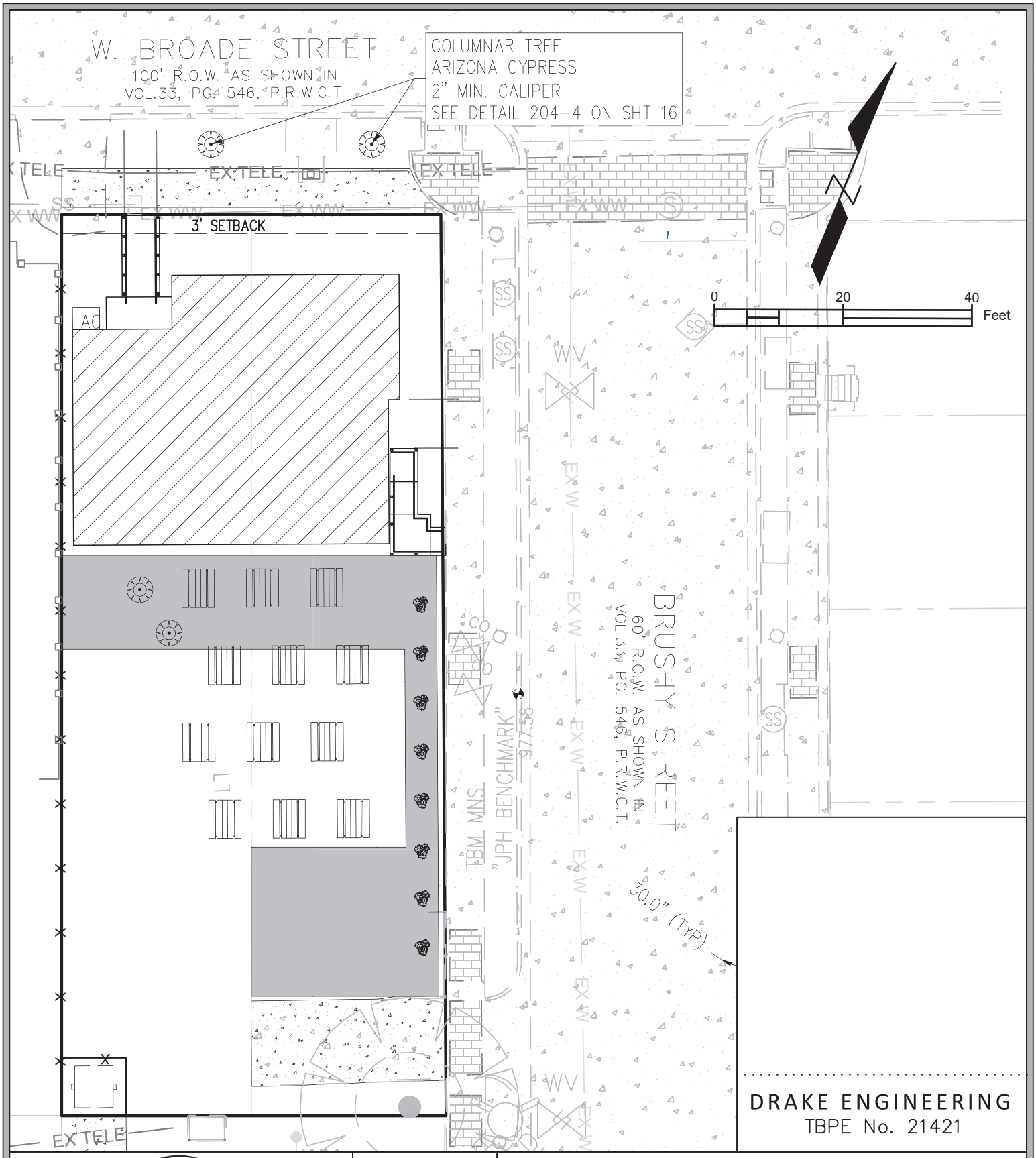
This instrument was acknowledged before me on this the _____ day of _____, 20___, by _____, _____ of the _____, on behalf of said entity.

_____
Notary Public – State of Texas

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

EXHIBIT "A"

Click or tap here to enter text.



DRAKE ENGINEERING
2936 Barton Skyway, Suite 441
Austin, Texas 78746
P:(903) 738.5770

DATE
7/25/2022

PROJECT NO.
RA2203

DRAWN BY
BJC

CHECKED BY
BJC

TREE EXHIBIT

NIGHT OWL III

CASE: 22-LA-005 **ATTACHMENT 2** **NIGHT OWL III**

Lots 1 & 2, Blk 14, Original Town Leander

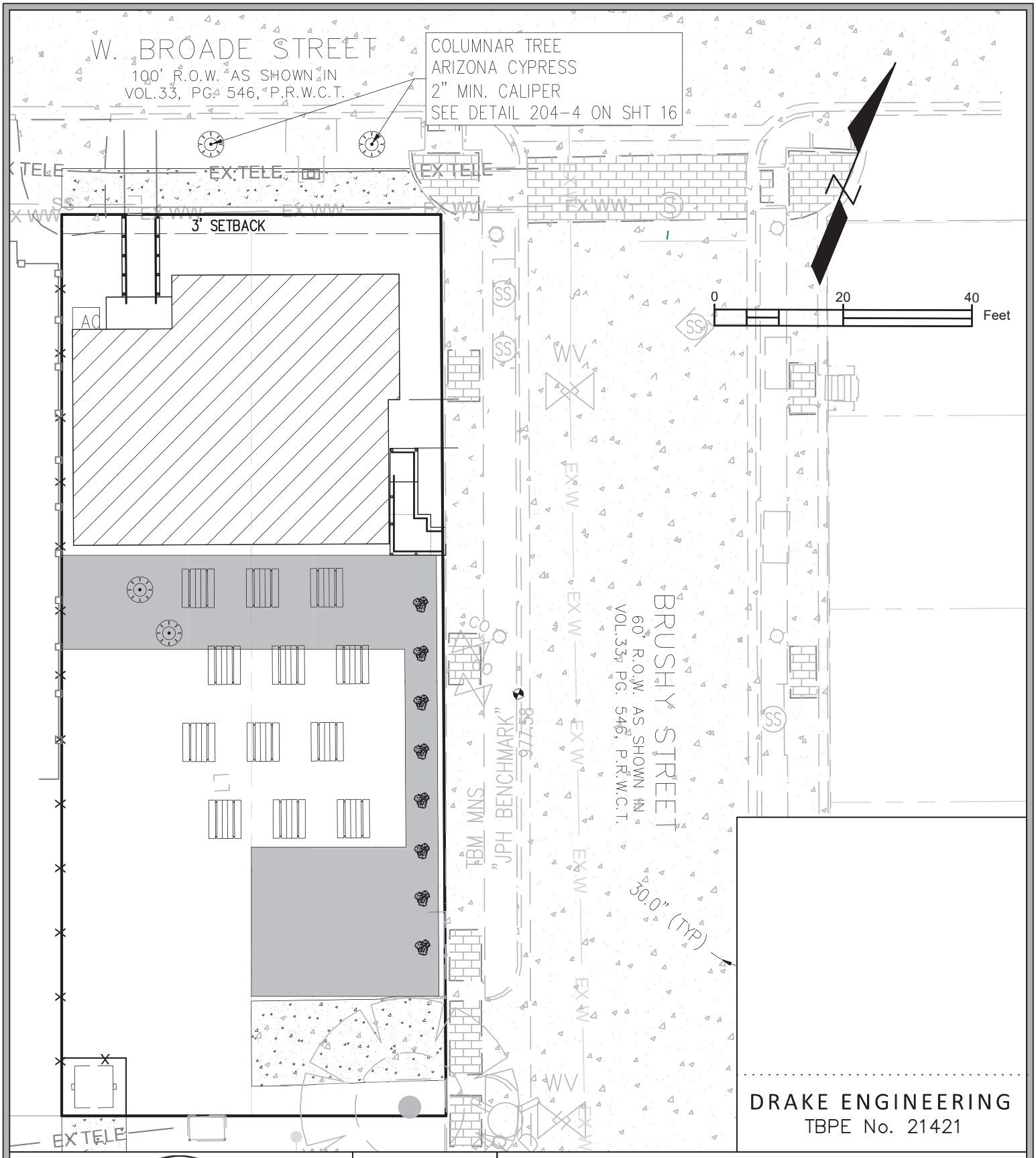
Location Map

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 herin provided.

0 40 80

Feet

- Leander City Limits
- ETJ
- Site Location



DRAKE ENGINEERING
2936 Barton Skyway, Suite 441
Austin, Texas 78746
P:(903) 738.5770

DATE
7/25/2022

PROJECT NO.
RA2203

DRAWN BY
BJC

CHECKED BY
BJC

TREE EXHIBIT

NIGHT OWL III

NIGHT OWL III LICENSE AGGREEMENT LETTER

July 25, 2022

City of Leander
PO Box 319
Leander, TX 78646

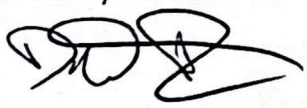
Subject: License Agreement

To whom it may concern:

We are requesting a License Agreement to plant two trees within the City of Leander's Right of Way. The trees will be part of the site improvements at 203 N. Brushy Street, Subdivision, Town Of Leander. The species of both trees is Arizona Cypress. They will be placed between the sidewalk and the curb along Broade Street. Please see the attached exhibit.

Sincerely

Danny Parrot



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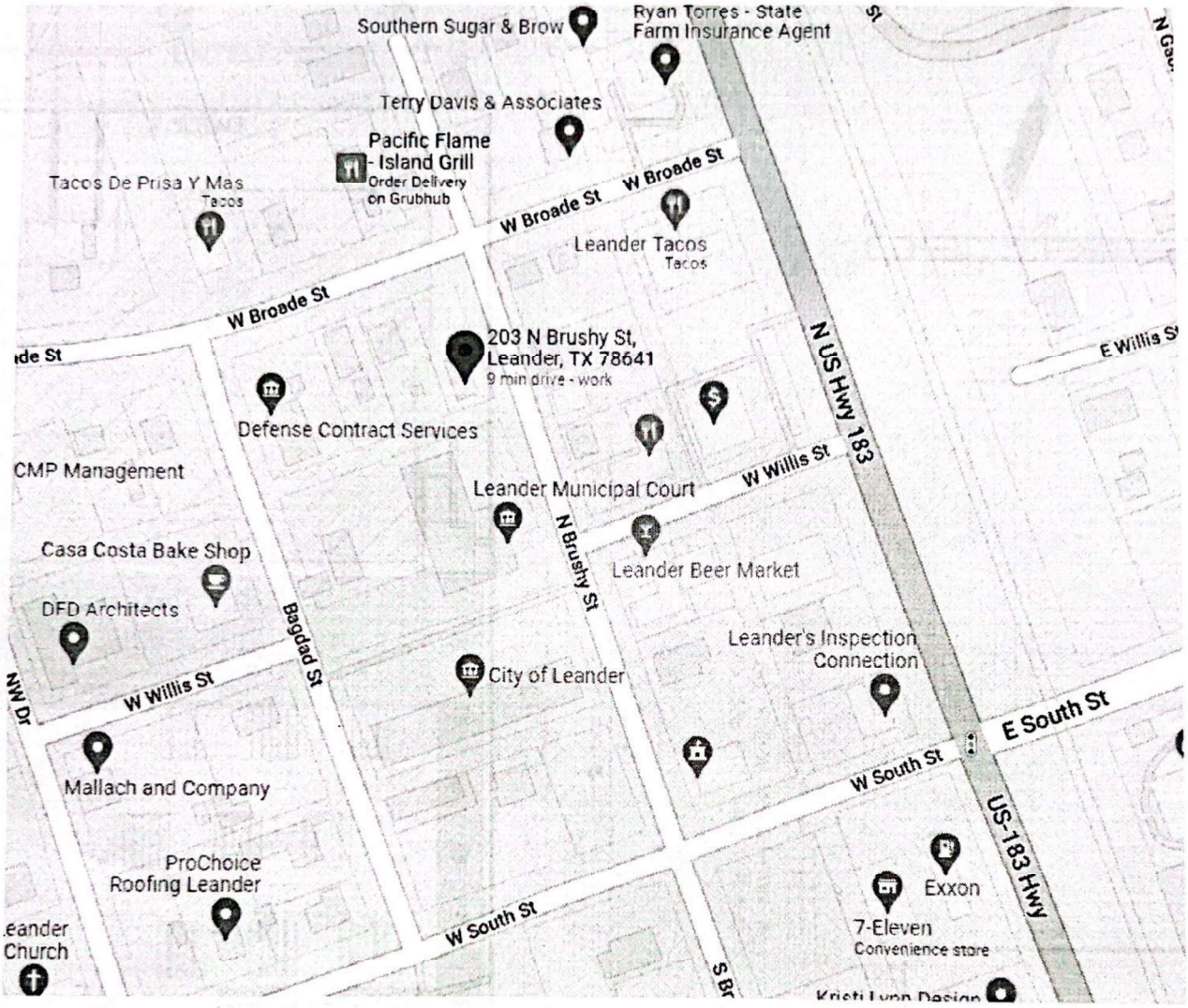

DRAKE ENGINEERS
AUSTIN

2936 Barton Skyway, Ste 441
Austin, Texas 78741

PHONE: (903) 738-5770
TBPE NO. F-21421

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AGENDA ITEM # 27

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Acceptance of the Planning & Zoning Commission Progress Report for September 2021 to August 2022.

BACKGROUND:

The Planning & Zoning Commission Progress Report is required to be submitted to the City Council on an annual basis.

APPLICANT/AGENT:

City of Leander Planning & Zoning Commission

PRESENTER:

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

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Attachments

1. Progress Report 2021-2022

PLANNING & ZONING COMMISSION
ANNUAL PROGRESS REPORT

SEPTEMBER 2021 – AUGUST 2022

GENERAL INFORMATION

The Planning and Zoning Commission is assigned the duties and powers by Section 1.04.038 of the Leander City Code to *"Submit each September a progress report to the City Council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of commission officers."*

SPECIAL MEETINGS / TRAINING

Special Meetings / Training

10/12/2021	Joint Workshop with City Council regarding the Roadway Impact Fee Study
11/18/2021	Joint Workshop with City Council regarding communication between the Commission and Council.
03/10/2022	FY 2022-23 Budget & CIP Recommendations

CIAC (Capital Improvements Advisory Committee) Meetings

01/27/2022	Initial Roadway Impact Fee Study Meeting
02/24/2022	Roadway Impact Fee Study Discussion
03/24/2022	Roadway Impact Fee Study regarding maximum impact fee and policy items
04/28/2022	Complete action on the Roadway Impact Fee Study

Training

Several Commissioners attended the 2021 State of Texas Planning Conference hosted by the American Planning Association in Fort Worth, Texas.

ORDINANCE AMENDMENTS

- Composite Zoning Ordinance
    1. Updated definitions, added Food Trucks, and updated accessory Structure Standards.
    2. Updated the landscape ordinance requirements.

RECEIVED ACTIVITY - SEPTMEBER 2021 THROUGH AUGUST 2022

The Planning and Zoning Commission reviewed the following:

Concept Plans: 15	Preliminary Plats: 10
Final Plats: 29	Short Form Plats: 19
Variances: 2	Special Use Permits: 4
TOD Zoning Cases: 1	Zoning Cases: 34
Ordinance Amendments: 6	Comprehensive Plan Amendments: 36
Plat Vacates:	Tree Removal: 3

CASES WHERE CITY COUNCIL ACTION DIFFERED FROM P&Z

1. **ZONING CASE: 20-Z-033 URBANA PUD**
   - **Location** – 13301 Hero Way West, Leander, Williamson County, Texas.
   - **Request** – to adopt the Urbana PUD with the base zoning district of NR-2-A (Neighborhood Residential) and LC-2-A (Local Commercial) and adopt the Urbana Concept Plan.
   - **P&Z Action** – Approval with the following conditions:
     1. Update the notes to provide a five (5') foot sidewalk along the north/south drive.

     A vote was cast 3 for and 2 against.
   - **City Council Action***:* Approval with the recommendations from the Commission with the addition of adding a guest parking requirement.
     A vote was cast 7 for and 0 against.

2. **ZONING CASE: 21-Z-022 MASON TRACT – CR 175 MINOR PUD**
   - **Location –** generally located to the northwest of the intersection CR 177 and CR 175
   - **Request** – to adopt the Mason Tract – CR 175 Minor PUD
   - **P&Z Action** – Approval
     A vote was cast 7 for and 0 against.
   - **City Council Action***:* Approval with the addition of phasing requirements.
     A vote was cast 4 for and 3 against.

3. **ZONING CASE: 21-Z-027 M RANCH ZONING**
   - **Location** – 3345, 3549, 3919, & 3957 Hero Way, Leander, Williamson County, Texas.
   - **Request** – to approve a GC-2-B (General Commercial) and SFT-2-B (Single-Family Townhouse) zoning.
   - **P&Z Action** – Approval
     A vote was cast 3 for and 2 against.
   - **City Council Action***:* Approval of the GC-2-A portion and removing the SFT-2-A zoning
     A vote was cast 6 for and 1 against.

4. **ZONING CASE: 21-Z-013 & 21-CPA-006 Enclave at Crystal Falls PUD**
   - **Location** – 10959, 10965, and 10981 E. Crystal Falls Pkwy, Leander, Williamson County, Texas.
   - **Request** – to adopt the Enclave at Crystal Falls PUD with TF-2-A (Two-Family) and LC-2-A (Local Commercial).
   - **P&Z Action** – No action.
     A vote was cast 6 for and 0 against.
   - **City Council Action***:* Denial
     A vote was cast 7 for and 0 against.

5. **SPECIAL USE CASE: 21-SU-004 LEANDER TRUCKING SPECIAL USE PERMIT**
   - **Location** – 1006 Los Vista Dr., Leander, Williamson County, Texas.
   - **Request** – to allow for a food truck park
   - **P&Z Action** – Approval of the request with the addition of hours of operation.
     A vote was cast 5 for and 1 against.
   - **City Council Action***:* Approval of the request without the Commission's recommendation.
     A vote was cast 7 for and 0 against.

6. **ZONING CASE: 21-Z-026 SKY HEIGHTS PUD**
   - **Request** – to adopt the Sky Heights PUD with the base zoning district SFT-2-A (Single-Family Townhouse), Leander, Williamson County, Texas.
   - **P&Z Action** – Approval
     A vote was cast 7 for and 0 against.
   - **City Council Action***:* Approval with the condition that the PUD notes are amended to limit the density to 32 units
     A vote was cast 7 for and 0 against.

7. **ZONING CASE: 22-TOD-Z-003 SAN GABRIEL INDUSTRIAL PUD**
   - **Location** – 9880 183A Toll Rd, Leander, Williamson County, Texas
   - **Request** – to create the San Gabriel Industrial PUD with the base zoning of GC-5-A (General Commercial).
   - **P&Z Action** – Approval with the following conditions:
     1. Truck access is limited to 183A Toll Road.
     2. Overhead doors shall be screened from view of ROW.
     3. Outdoor storage limited to fleet vehicles.
     4. Building shall be Class A.

     A vote was cast 5 for and 0 against.
   - **City Council Action***:* Approval of the request with the following conditions:
     1. Overhead doors shall be screened from view of ROW.
     2. Outdoor storage limited to fleet vehicles.
     3. Building shall be Class A.

     A vote was cast 6 for and 0 against.

8. **ZONING CASE: 21-Z-036 KNIGHT PUD AMENDMENT #1**
   - **Location** – generally located to the south of the intersection of US 183 and County Glen Drive, to the west of the railroad tracks, and north of the southern City Limits, Leander, Williamson County, Texas.
   - **Request** – to create the San Gabriel Industrial PUD with the base zoning of GC-5-A (General Commercial).
   - **P&Z Action** – Approval with the following conditions:
     5. Truck access is limited to 183A Toll Road.
     6. Overhead doors shall be screened from view of ROW.
     7. Outdoor storage limited to fleet vehicles.
     8. Building shall be Class A.

     A vote was cast 5 for and 0 against.

- **City Council Action***:* Approval of the request with the following conditions:
    1. Overhead doors shall be screened from view of ROW.
    2. Outdoor storage limited to fleet vehicles.
    3. Building shall be Class A.

  A vote was cast 7 for and 0 against.

9. ZONING CASE: 22-Z-012 500 HERITAGE GROVE ROAD PUD

- **Location** – 500 Heritage Grove Rd, Leander, Williamson County, Texas.
- **Request** – to create the 500 Heritage Grove Road PUD with the base zoning of HC-4-D (Heavy Commercial).
- **P&Z Action** – Denial of the request. The applicant was not willing to update the PUD in response to the neighborhood concerns.
  A vote was cast 5 for and 1 against.
- **City Council Action***:* Approval of the request, the applicant updated the request to include the following:
    1. Increase the height of the screening wall from six feet to eight feet.
    2. Increase the building setback from 55 feet to 75 feet.
    3. Reduce the amount of outdoor storage
    4. Prohibit truck courts that face the residential properties unless the Council is presented with renderings that meet the intent of the code.

  A vote was cast 7 for and 0 against.

PROPOSED WORK PROGRAM

The proposed work program for 2022-2023 includes implementing the Comprehensive Plan through updates to the ordinances. The Commission will oversee the annual update the zoning, subdivision, and sign ordinances to address issues identified by staff, applicants, and citizens during the normal course of applying the ordinances.

The Commission will also continue to hold joint work sessions with City Council at least twice annually. The Commission will have the opportunity to attend the virtual APA conference this year.

ATTENDANCE RECORD

The Planning & Zoning Commission held a total of 24 regular meetings and 2 workshops between September 2021 and August 2022. This past year we have had several changes to the Commission.

- November of 2021 Commissioner Carpenter term ended and was replaced by Commissioner Moss. Her term included 21 total meetings.
- November of 2021 Commissioner Stiles term ended and was replaced by Commissioner Lantrip. Her term included 21 total meetings.
- November of 2021 Commissioner Hines was replaced with Commissioner Carpenter. His term included 19 total meetings.

Below, please find the attendance record.

Name/Position	Number of Absences	Absence Percentage
November 2021 to August 2022 – 21 Total Meetings		
Deirdre Moss, Place 4: (current term began Oct. 2021 - expires Oct. 2024)	3	14.2 %
Laura Lantrip, Place 6: (current term began Oct. 2021 - expires Oct. 2024)	2	9.5 %
September 2021 to October 21 - November to August 22 – 19 Total Meetings		
Richard Carpenter, Place 4: (current term began Nov. 21 - expires Oct. 2024)	0	100 %
September 2021 to August 2022 – 28 Total Meetings		
Donnie Mahan, Place 1: (current term began Oct. 2019 - expires Oct. 2022)	3	10.7 %
John Cosgrove, Place 2: (current term began Oct. 2016 - expires Oct. 2024)	6	21.4
Ron May, Place 3: (current term began Oct. 2019 - expires Oct. 2022)	1	3.5 %
Gary Hampton Jr. Place 5 (current term began June 2020 – expires Oct. 2022)	8	28.5 %
September 2021 to October 2021 – 4 Total Meetings		
Dr. Frank Stiles, Place 6 (current term began June 2020 – expires Oct. 2021)	2	50%
September 2021 to November 2021 – 5 Total Meetings		
Marshall Hines, Place 7: (current term began Oct. 2015 - expires Oct. 2022)	0	100%

AGENDA ITEM # 28

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Approval of a Resolution of the City of Leander, Texas accepting a petition for the B Twisted Annexation Case 22-A-005 regarding the voluntary annexation of 12.396 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R605507; and generally located approximately 3,000 feet to the west of intersection of Bagdad Road and CR 281; on the south side of CR 281, Leander, Williamson County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 12.396 acres ± as described above. The resolution sets the public hearing for November 3, 2022 and the readings of the ordinance for November 3, 2022 and November 17, 2022.

This property is subject to a development agreement between the property owner and the City that requires annexation when the land use redevelops and is no longer used for agricultural purposes. This annexation will be paired with a zoning application that will run concurrently with the annexation. Approval of this item does not approve the annexation.

APPLICANT/AGENT:

B Twisted LLC

PRESENTER:

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

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Attachments

1. Petition
2. Services Agreement
3. Location Map
4. Schedule
5. Resolution

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 (referred to herein as the "subject property");

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;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

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;

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 "B"** and is incorporated herein for all purposes; and,

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

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City, and further described as follows:

> All that certain area of land being 12.402 acres, more or less, in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes.

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 "B"**.

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

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 and Travis Counties, Texas.

Petitioners:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 20___.

(SEAL)

_____
Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 20___.

(SEAL)

_____
Notary Public - State of Texas

Exhibit “A”

SUBJECT PROPERTY DESCRIPTION
+/- 12.402 ACRES

BEING a 12.402 acre tract of land in Williamson County, Texas, situated in the Benjamin Owen Payn Survey, Abstract No. 508 in Williamson County, Texas, and being all of a called 12.396 acre tract of land conveyed to B Twisted, LLC, in Document No. 2020069304, of the Official Public Records of Williamson County, Texas.

Exhibit "B"

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 B Twisted, LLC ("Landowner"), both of which 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 fully hereinafter and attached hereto (the "subject property");

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;

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;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the "Effective Date").

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

WHEREAS, 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;

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 Landowner 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:

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

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

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

(A) As provided in C(i)(A)&(B) above;

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

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

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

(iii) 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

_____
Richard Beverlin, III, City Manager

LANDOWNER(S):

_____

By: _____

Name (print): _____

Title: _____

Date: _____

_____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

+/- 12.402 ACRES

BEING a 12.402 acre tract of land in Williamson County, Texas, situated in the Benjamin Owen Payn Survey, Abstract No. 508 in Williamson County, Texas, and being all of a called 12.396 acre tract of land conveyed to B Twisted, LLC, in Document No. 2020069304, of the Official Public Records of Williamson County, Texas.

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 B Twisted, LLC, a Texas limited liability company ("Landowner"), both of which 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 fully hereinafter and attached hereto, 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 Landowner 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:

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

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

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

(A) As provided in C(i)(A)&(B) above;

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

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

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

(iii) 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

_____
Richard B. Beverlin, III, City Manager

LANDOWNER(S):

B TWISTED, LLC

By: _____

Name (print): _____

Title: _____

Date: _____

_____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

BEING a 12.402 acre tract of land in Williamson County, Texas, situated in the Benjamin Owen Payn Survey, Abstract No. 508 in Williamson County, Texas, and being all of a called 12.396 acre tract of land conveyed to B Twisted, LLC, in Document No. 2020069304, of the Official Public Records of Williamson County, Texas.

CASE: 22-A-005

ATTACHMENT #3

B TWISTED

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 herin provided.

N

0 135 270

Feet

- Subject Area
- Leander City Limits
- ETJ

Schedule for Voluntary Annexation
B TWISTED 12.402 Acres, Less and Except any Property Already Annexed into the City of Leander

DATE	ACTION/EVENT	LEGAL AUTHORITY
Monday, October 10th, 2022*	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR **THURSDAY, NOVEMBER 3RD, 2022.**	Loc. Gov't Code, §43.0671
Thursday October 20, 2022 * Publish notice of Public Hearing. **&** Send notice to school district and to each public entity. **[Noon, Friday, October 14th, 2022 – Deadline to send notice to paper]**	**NEWSPAPER NOTICE** RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) **POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE.** **SCHOOL DISTRICT NOTICE**. Notify each school district of possible impact w/in the period prescribed for publishing the notice of the Public Hearing. **PUBLIC ENTITY NOTICES**. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact w/in the period prescribed for publishing the notice of the Public Hearing.	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Loc. Gov't Code, §§43.905 & 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
Thursday, November 3rd, 2022*	**PUBLIC HEARING** – *REGULAR MEETING*	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
Thursday, November 3rd, 2022	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Loc. Gov't Code, §43.0673
Thursday, November 17th, 2022 Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday, November 8th, 2022 – 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.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 12.402 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the "City"), a home-rule City, for annexation of said property, more particularly described herein (hereinafter, the "subject property"), into the City limits; and

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

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

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

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

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

Section 2. Proceedings. The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City, and the draft service plan shown in **Exhibit B**, are hereby accepted:

> All that certain area of land being 12.402 acres, more or less, located in Williamson County, Texas, being more particularly described in recorded in Document No. 2020069304 of the Official Public Records of Williamson County, Texas, and being more particularly shown and described in the **Exhibit "A"** attached hereto and incorporated herein for all purposes.

A public hearing has been set for the date of **November 3rd, 2022**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, **Exhibit A** shall control.

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

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

PASSED AND APPROVED this the ___ day of _____, 2022.

ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

Exhibit A

SUBJECT PROPERTY DESCRIPTION

BEING a 12.402 acre tract of land in Williamson County, Texas, situated in the Benjamin Owen Payn Survey, Abstract No. 508 in Williamson County, Texas, and being all of a called 12.396 acre tract of land conveyed to B Twisted, LLC, in Document No. 2020069304, of the Official Public Records of Williamson County, Texas.

Exhibit B

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 B Twisted, LLC, a Texas limited liability company ("Landowner"), both of which 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 fully hereinafter and attached hereto, 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 Landowner 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:

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

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

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

(A) As provided in C(i)(A)&(B) above;

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

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

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

(iii) 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 Richard B. Beverlin, III, City Manager

LANDOWNER(S):

B TWISTED, LLC

By: _____

Name (print): _____

Title: _____

Date: _____

_____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

BEING a 12.402 acre tract of land in Williamson County, Texas, situated in the Benjamin Owen Payn Survey, Abstract No. 508 in Williamson County, Texas, and being all of a called 12.396 acre tract of land conveyed to B Twisted, LLC, in Document No. 2020069304, of the Official Public Records of Williamson County, Texas.

AGENDA ITEM # 29

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Authorize the purchase/renewal of antivirus and ransomware prevention software and related professional services from SHI Government Solutions Inc. utilizing Texas DIR contract #DIR-TSO-4056 in the total amount of $83,745.13; and authorize the City Manager to execute any and all necessary documents and renewals.

BACKGROUND:

This purchase will renew the City's antivirus and ransomware prevention software subscription through SHI Government Solutions Inc. for fiscal year 2023, including 24/7/365 endpoint monitoring, response, and remediation services by a remote security operations center operated by the vendor. Funding is included in the City Manager's proposed budget for fiscal year 2023. These services greatly improve the City's cybersecurity maturity standing and reduce the likelihood of potential ransomware damage to City information systems.

It is recommended that the City utilize the pre-negotiated Texas Department of Information Resources contract DIR-TSO-4056 due to favorable pricing and terms made available to the State because of its purchase volume. In addition, reseller SHI Government Solutions Inc. is a state-certified Historically Underutilized Business (HUB) with whom the city has had an excellent customer service experience.

RECOMMENDATION:

Staff respectfully recommends City Council approve the purchase/renewal of a managed Endpoint Detection and Response (EDR) product and associated services from SHI Government Solutions utilizing Texas DIR contract #DIR-TSO-4056.

PRESENTER:

Stuart Smith, Assistant Director of IT/Information Security Officer

Fiscal Impact

Amount requested:	$83,745.13
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	Recurring
Fund source (Operating / Utility / etc.):	01-10-5485

AGENDA ITEM # 30

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Authorize the purchase of telephone servers and related professional services from Pivot Technology Services Corporation dba Computacenter utilizing DIR contracts #DIR-TSO-4167 and #DIR-TSO-3763 to replace existing city telephone servers which have reached end of useful life status in the total amount of $37,575.90; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Funds are budgeted to replace servers which control the city's phone system, including non-emergency phone lines in public safety departments. The city's current phone servers have reached end of life status with the vendor due to age of the equipment and must be replaced to maintain vendor support. The total amount requested also include professional services to migrate telephone configuration settings from the old servers to the new servers without interruption of telephone service.

The Texas Department of Information Resources (Texas DIR), for the benefit of all State of Texas agencies, issues RFPs seeking the best available pricing from vendors utilizing the combined purchasing volume of all state agencies to support competitive pricing and terms. Municipalities, pursuant to Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation), are allowed to take advantage of these negotiated volume prices at no additional fee to the municipality. Further, use of Texas DIR contracts satisfies any state law requiring competitive bids. Texas DIR contracts #DIR-TSO-4167 and #DIR-TSO-3763 will be used.

RECOMMENDATION:

Staff respectfully recommends Council authorize the purchase of telephone servers and related professional services from Pivot Technology Services Corporation dba Computacenter utilizing DIR contracts #DIR-TSO-4167 and #DIR-TSO-3763 to replace existing City telephone servers which have reached end of useful life status in the total amount of $37,575.90.

PRESENTER:

Stuart Smith, Assistant Director of IT/Information Security Officer

Fiscal Impact

Amount requested:	$37,575.90
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	01-10-7100

AGENDA ITEM # 31

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Authorize the purchase of an Uninterruptible Power Supply (UPS) and associated installation services from GTS Technology Solutions, Inc. in the total amount of $57,226.00 utilizing DIR contract #DIR-CPO-4751; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

This purchase will add an enterprise-grade battery backup system to a server room which contains network infrastructure equipment critical to city public safety functions. This UPS will be capable of powering telecommunications and network security equipment in the event of a power outage and generator failure so that repairs to commercial power facilities and/or diesel generators can take place without this equipment having to be powered down.

It is recommended that the City utilize the pre-negotiated Texas Department of Information Resources contract DIR-CPO-4751 due to favorable pricing and terms made available to the State because of its purchase volume.

RECOMMENDATION:

Staff respectfully recommends City Council authorize the purchase of an Uninterruptible Power Supply (UPS) and associated installation services from GTS Technology Solutions, Inc. in the total amount of $57,226.00 utilizing DIR contract #DIR-CPO-4751; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Stuart Smith, Assistant Director of IT/Information Security Officer

Fiscal Impact

Amount requested:	$57,226.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	01-10-7100

AGENDA ITEM # 32

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Authorize the purchase of computer workstations from Dell Marketing LP utilizing DIR Contract #DIR-TSO-3763 to replace existing desktop computers which have reached end of useful life status in the total amount of $184,980.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Funds are budgeted to replace city-owned desktop computer hardware and peripherals which have reached end of useful life status. To support a standardized computer hardware approach and efficiency within the City's Information Technology Department, Dell equipment purchased through the Texas DIR purchasing contract is recommended.

The Texas Department of Information Resources (Texas DIR), for the benefit of all State of Texas agencies, issues RFPs seeking the best available pricing from vendors utilizing the combined purchasing volume of all state agencies to support competitive pricing and terms. Municipalities, pursuant to Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation), are allowed to take advantage of these negotiated volume prices at no additional fee to the municipality. Further, use of Texas DIR contracts satisfies any state law requiring competitive bids. Texas DIR Contract #DIR-TSO-3763 will be used.

RECOMMENDATION:

Staff respectfully recommends Council authorize the purchase of computer workstations from Dell Marketing LP to replace existing desktop computers which have reached end of useful life status in the total amount of $184,980.00 utilizing DIR Contract #DIR-TSO-3763.

PRESENTER:

Stuart Smith, Assistant Director/Information Security Officer

Fiscal Impact

Amount requested:	$184,980.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	01-10-5215

Attachments

1. Dell Blanket Breakdown

Department/User	Item	Date Purchased	Amount
Administration			
Staff	Workstation	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Building Inspection			
Staff	Workstation	2018	$4,611
Court			
Staff	Workstation	2018	$2,313
Engineering			
Staff	Workstation	2018	$4,611
Staff	Laptop	2018	$2,313
Fire Administration			
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Fire Station 3			
Staff	Workstation	2018	$2,313
Fire Station 4			
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
FD EOC			
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Information Technology			
Staff	Laptop	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Laptop	2018	$2,313
Library Patron Network			
Patron	Workstation	2018	$2,313
Patron	Workstation	2018	$2,313
Patron	Workstation	2018	$2,313
Patron	Workstation	2018	$2,313
Patron	Workstation	2018	$2,313
Patron	Workstation	2018	$2,313
Patron	Workstation	2018	$2,313
Patron	Workstation	2018	$2,313
Patron	Workstation	2018	$2,313
Patron	Workstation	2018	$2,313
Patron	Workstation	2018	$2,313
Planning			
Staff	Workstation	2018	$4,611
Staff	Workstation	2018	$4,611
Pat Bryson			
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Police Administration			
Staff	Workstation	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Workstation	2018	$2,313
Police Support Services			
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Police Communications & Records			
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Police Criminal Investigation			
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Police Patrol			
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Staff	Laptop	2018	$2,313
Public Works			
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Workstation	2018	$2,313
Staff	Laptop	2018	$2,313

AGENDA ITEM # 33

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Authorize the purchase of six (6) computer servers from Dell Marketing LP utilizing DIR contract #DIR-TSO-3763 in the total amount of $70,973.40; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

This purchase will replace six existing city-owned Dell servers which have reached the end of their useful life due to age of the equipment. These servers are utilized for several city-wide services, including Incode, ArcGIS, and domain authentication. This equipment refresh cost was anticipated and is included in the approved FY23 budget. It is recommended that the City utilize the pre-negotiated Texas Department of Information Resources contract DIR-TSO-3763 due to favorable pricing and terms made available to the State because of its purchase volume.

RECOMMENDATION:

Staff respectfully recommends City Council approve the purchase of six (6) computer servers from Dell Marketing LP utilizing DIR contract #DIR-TSO-3763 in the total amount of $70,973.40; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Stuart Smith, Assistant Director of IT/Information Security Officer

Fiscal Impact

Amount requested:	$70,973.40
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	01-10-7100

AGENDA ITEM # 34

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Authorize the purchase of network switches, network optics, network security systems, and related professional services from Bell IT Services, Inc. utilizing DIR contracts #DIR-TSO-4160 and #DIR-TSO-4288 to replace existing network switches which have reached end of useful life status in the total amount of $341,511.71; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Funds are budgeted to replace network switches in all city buildings which have reached the end of their useful life due to age of the equipment. The city's current network switches are no longer available for sale and will soon not be supported by the vendor. Due to supply chain shortages, City IT is starting the replacement project now so that all network switches will be replaced by the time the vendor ends software maintenance releases.

The Texas Department of Information Resources (Texas DIR), for the benefit of all State of Texas agencies, issues RFPs seeking the best available pricing from vendors utilizing the combined purchasing volume of all state agencies to support competitive pricing and terms. Municipalities, pursuant to Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation), are allowed to take advantage of these negotiated volume prices at no additional fee to the municipality. Further, use of Texas DIR contracts satisfies any state law requiring competitive bids. Texas DIR contracts #DIR-TSO-4160 and #DIR-TSO-4288 will be used.

RECOMMENDATION:

Staff respectfully recommends Council authorize the purchase of network switches from Bell IT Services, Inc. to replace existing network switches which have reached end of useful life status in the total amount of $341,511.71 utilizing DIR contracts #DIR-TSO-4160 and #DIR-TSO-4288.

PRESENTER:

Stuart Smith, Assistant Director of IT/Information Security Officer

Fiscal Impact

Amount requested:	$341,511.71
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	01-10-7100

AGENDA ITEM # 35

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case 22-Z-022 to amend the current zoning of SFR-3-B (Single-Family Rural) to adopt the Moon Valley PUD (Planned Unit Development) with a base zoning district of LC-5-D (Local Commercial) on two (2) parcels of land approximately 8.78 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R319362 and R031223; and more commonly known as 15841 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-022 as described above.

BACKGROUND:

This request is the first step in the zoning process. The applicant did not complete the Neighborhood Outreach within fourteen (14) days of the September 8, 2022 Planning & Zoning Commission Meeting. The City sent notice to all property owners within two hundred (200) feet for the September 22 meeting. The applicant completed the Neighborhood Outreach prior to the meeting.

HISTORY/TIMELINE:

09/08/2022 - Planning & Zoning Commission, No Action
09/22/2022 - Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Henderson Professional Engineers (Jen Henderson, PE) on behalf of Las Vegas LB LLC (Les Blake)

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval during the September 22, 2022 meeting with the condition that the PUD was updated to only allow for a nursery use.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Current Zoning
3. Future Land Use Map
4. Public Notice Map
5. Proposed Zoning Map
6. Aerial Map
7. PUD Notes
8. Letter of Intent
9. Neighborhood Outreach Summary
10. Ordinance

PLANNING ANALYSIS

ZONING CASE 22-Z-022
MOON VALLEY PUD

GENERAL INFORMATION

Owner/Agent: Henderson Professional Engineers (Jen Henderson, PE) on behalf of Las Vegas LB LLC (Les Blake).

Current Zoning: SFR-3-B (Single-Family Rural)

Proposed Zoning: Moon Valley PUD (Planned Unit Development) with the following base zoning district:

LC-5-D (Local Commercial)

Size and Location: The property is located at 15841 Ronald W Reagan Blvd, including approximately 8.78 acres.

Staff Contact: Michael Chenausky, AICP
Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to operate a retail plant nursery.

STAFF CONCLUSIONS

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

SPECIAL CONSIDERATIONS

This property was originally developed as the Grass Patch nursery prior to annexation. After the property was annexed, the nursery was sold to a church and relocated. The church has since sold the property to Moon Valley Nursery. In order to occupy the property as a nursery, a zoning change is required. The applicant has proposed a PUD with the LC-5-D (Local Commercial) base zoning district. This PUD would allow for the nursery while limiting other uses that may not be acceptable adjacent to residential. The Type 5 site component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, HC or HI use components. This request limits the outdoor storage to just plants and materials associated with the nursery.

The Type D architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, HC or HI use components. This architectural component is not intended to be utilized with the majority of GC districts. This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses. This site architectural component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFR-1-B, GC-3-C, GC-3-B	Fire Station #4 and proposed commercial development.
EAST	HC-3-C	Undeveloped
SOUTH	SFU-2-B, GC-3-C	Cold Springs subdivision
WEST	GC-2-A, LC-2-A	Undeveloped

SURROUNDING AREA:
This property is located west of Ronald W Reagan Blvd. and south of E. Crystal Falls Pkwy. The property is adjacent to the Cold Springs subdivision, with the remaining surrounding properties being commercial. The vacant property to the north is a commercial development currently under review.

PHYSICAL AND NATURAL FEATURES:
This property is a previously developed lot, with existing driveways, parking and buildings.

PROPERTY HISTORY:
The subject area contains three annexations. The north east portion of the lot was annexed 03/23/2005, the south east portion was annexed 10/04/2006 and the back half of the property was annexed 06/06/2007.

MAJOR CORRIDORS:
This property has access onto Ronald W Reagan Blvd.

TRANSPORTATION PLAN REQUIREMENTS:
The development of the property has not been evaluated for roadway adequacy/boundary street improvements, turn lanes, deceleration lanes or TIA at this time.

EXISTING UTILITIES:
This property has access to water along Ronald Reagan (figure 1) and wastewater along the western property boundary (figure 2).

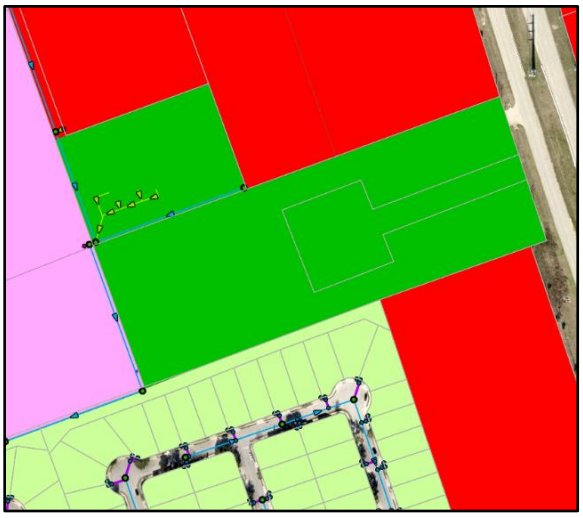


Figure 1 Wastewater

Figure 2 Water

CURRENT LAND USES:
The building on this property is currently vacant.

PROPOSED ZONING DISTRICT:

USE COMPONENT

LC – LOCAL COMMERCIAL:

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

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

SITE COMPONENT

TYPE 5 (non-residential only):

Features: Accessory buildings; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display and storage; outdoor entertainment venues and animal boarding.

Intent:

(1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.
(2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, HC or HI use components.
(3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.
(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.
(5) Compliance with Type 1, 2, 3 or 4 site component standards shall also be deemed as compliance with Type 5 standards.

ARCHITECTURAL COMPONENT

TYPE D (non-residential only):

Features: 2 or more architectural features.

Intent:

(1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, HC or HI use components.
(2) This component is not intended to be utilized with the majority of GC districts.
(3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.
(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

COMPREHENSIVE PLAN:

Applicable <u>Comprehensive Plan</u> goal statements

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

Applicable <u>Future Land Use</u> categories

NEIGHBORHOOD CENTER

- The Neighborhood Center future land use category is intended for areas that will be developed mostly as nonresidential uses that are of an appropriate use, scale, and design that is compatible with abutting or adjacent residential uses. Site design should be neighborhood-focused, prioritizing walkability, screening, light shielding, street landscaping, compatible height, etc.

  Typical uses include personal services, day care centers, small offices, fitness centers, restaurants, and retail plazas. Upper-story residential is recommended to create density to support retail, yet height limited for

compatibility and scale. At the intersection of arterials and highways, more substantial retail centers and regional uses are appropriate. These locations may include hotels, vertical mixed-use, grocery stores.

Neighborhood Centers are daily activity nodes that see high traffic and turning movements, elevating access as a critical site consideration. Street relationship to the site should be safe, pedestrian-friendly, and supportive of the use type with adequate driveways.

Desired Mix: 70-100% Non-Residential, 0-30% Residential

MULTI-USE CORRIDOR

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

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

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

NEIGHBORHOOD RESIDENTIAL

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

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

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING
A development meeting was not held with Staff.

NOTIFICATION
08/18/2022 - Public Notice on Hill Country News

08/24/2022 - Mail Notification to Property Owners within 200'
08/24/2022 - Public Hearing Signage Posted on Property
09/08/2022 - Planning and Zoning Commission Public Hearing
10/10/2022 - City Council Public Hearing & First Reading of the Ordinance
10/20/2022 - 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 letter was mailed out 09/02/2022. Please see the Neighborhood Outreach attachment 9 for more detail.

APPROVAL CRITERIA:

This property falls under three land use categories on the Future Land Use Map. The Neighborhood Center Priority Corridor, the Multi-Use Corridor Priority and Neighborhood Residential. Because the Future Land Use category boundaries is meant to be flexible and not a hard delineation, the compatible zoning districts should still meet the intent of the Comprehensive Plan along a major Corridor. The requested Local Commercial zoning component is a compatible use category in the Future Land Use map.

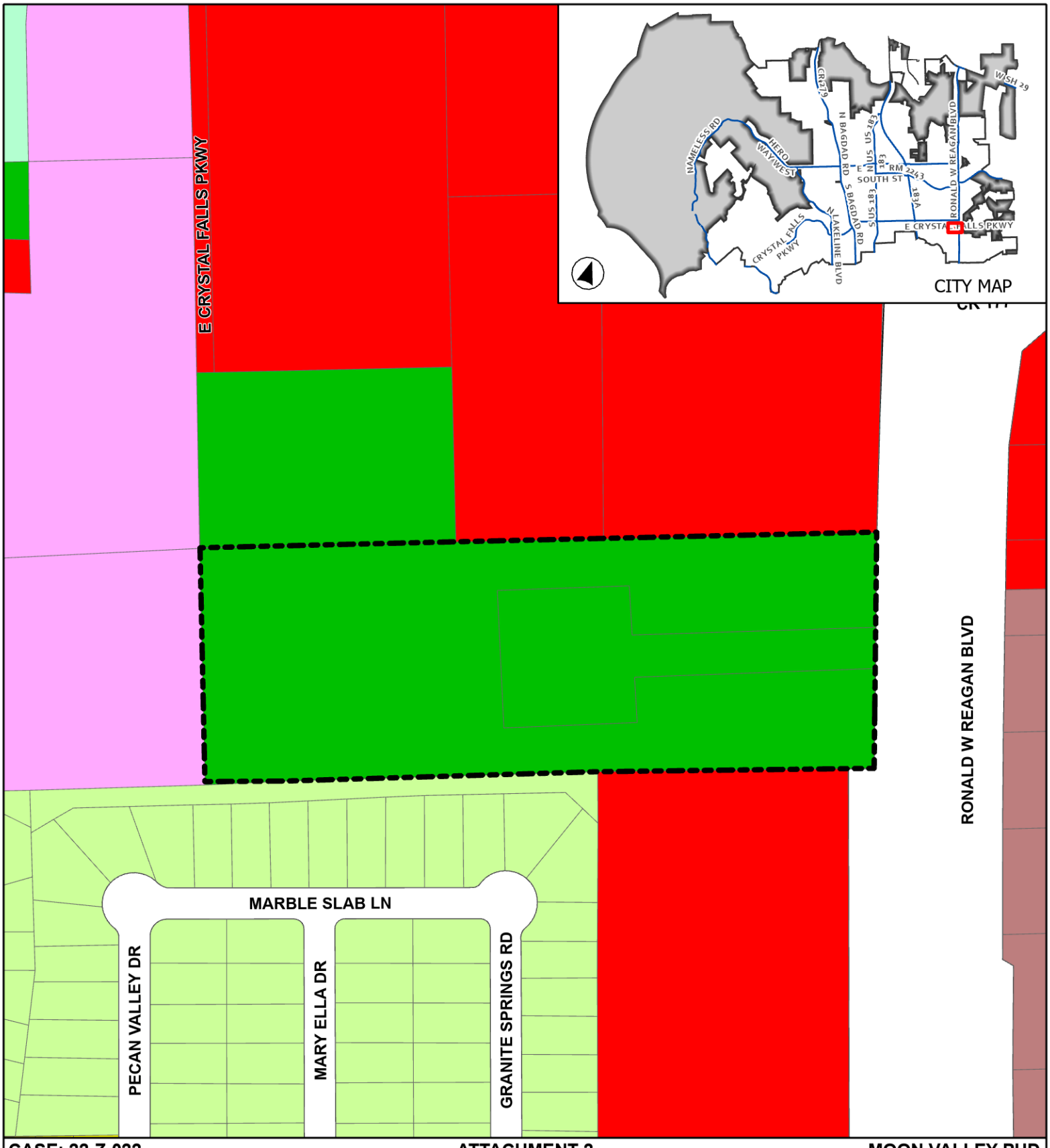
The applicant is requesting a less intense use than what could be permitted at this location. The less intense Local Commercial component includes restricted hours of operation which would not be applicable to the property if it were zoned General Commercial.

The Composite Zoning Ordinance requires the developer to provide a 6' masonry screening wall for commercial development adjacent to residential. In addition the ordinance requires a 50' building setback for new buildings adjacent to residentially zoned property.

This Planned Unit Development includes the following prohibited uses

a. Bank or other lending institution.
b. Funeral home, including embalming facilities associated with an on-site funeral home or cemetery, but no crematory.
c. Restaurants
d. Cultural facilities including art gallery, museum, dancing or music academy, fitness center, martial arts academy, photographic or artist studio.
e. Florist shop
f. Grocery and dry goods sales including convenience stores
g. Medical clinics
h. Pharmacies

HIGHER STANDARDS	WAIVERS
Increased front, side and rear building setback by 5' where adjacent to commercial.	Use of Type 5 and Type D components paired with Local Commercial and located along a major corridor.
100% Masonry on all new buildings.	



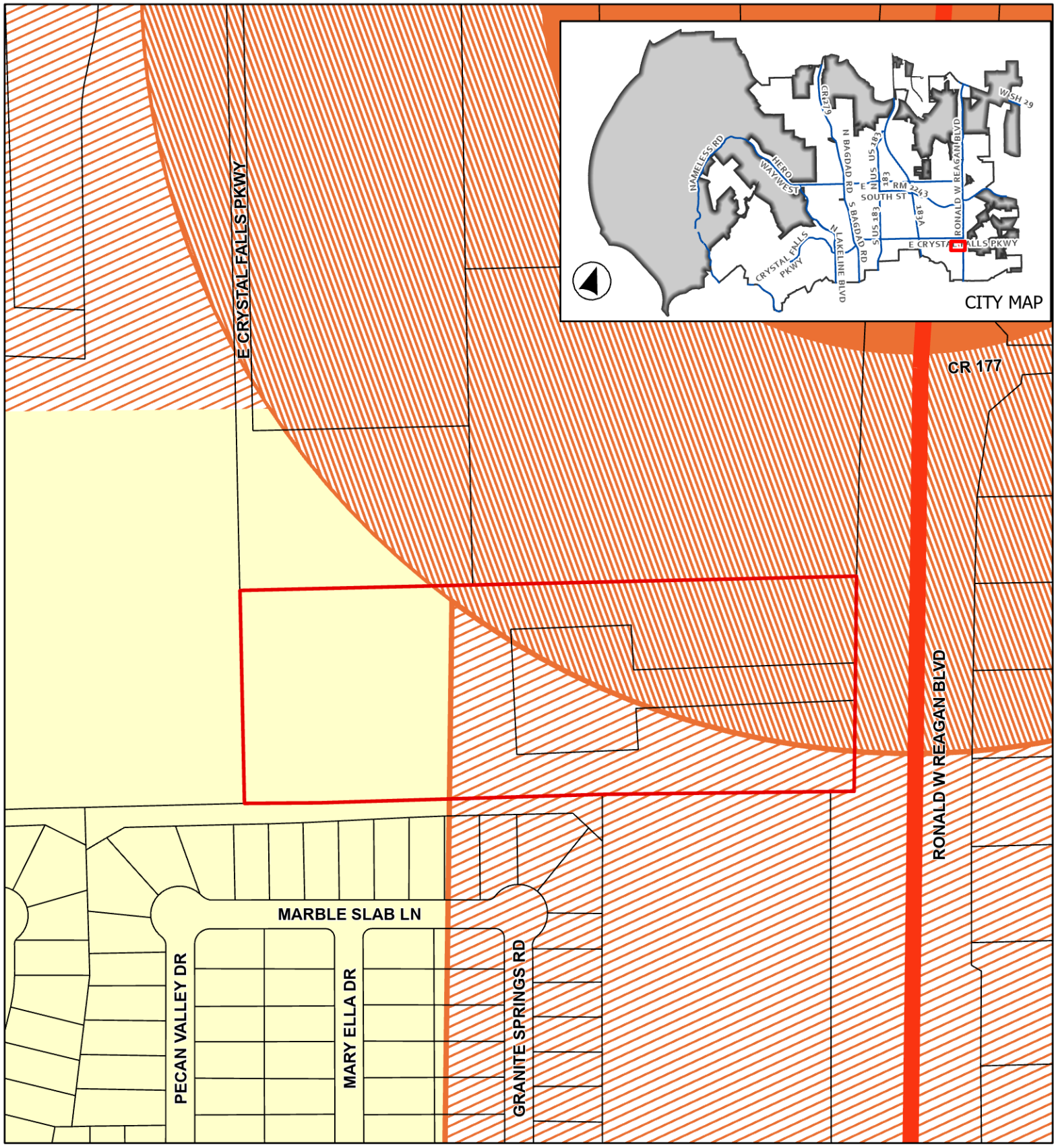
CASE: 22-Z-022 **ATTACHMENT 2** **MOON VALLEY PUD**

Current Zoning

Leander City Limits
ETJ
Subject Area
SFR - Single-Family Rural
SFS - Single-Family Suburban
SFU - Single-Family Urban
SFC - Single-Family Compact
LC - Local Commercial
GC - General Commercial
HC - Heavy Commercial

0 70 140
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 herin provided.



CASE: 22-Z-022 **ATTACHMENT 3** **MOON VALLEY PUD**

Future Land Use Map

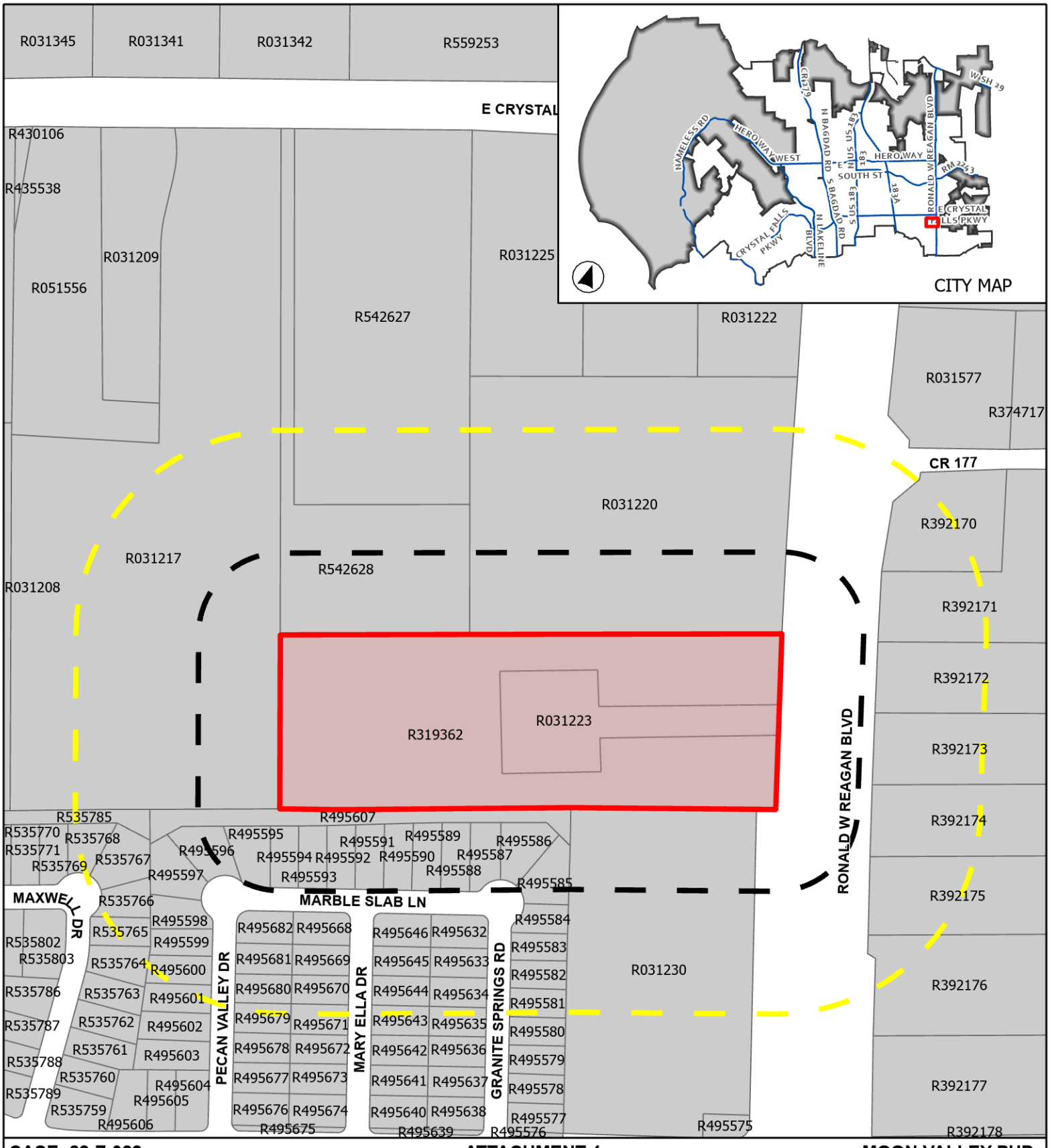
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

0 100 200
Feet

- Leander City Limits
- Leander ETJ
- Subject Area
- Access Controlled, Existing

Future Land Use
- Neighborhood Residential

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



CASE: 22-Z-022 **ATTACHMENT 4** **MOON VALLEY PUD**

Public Notification

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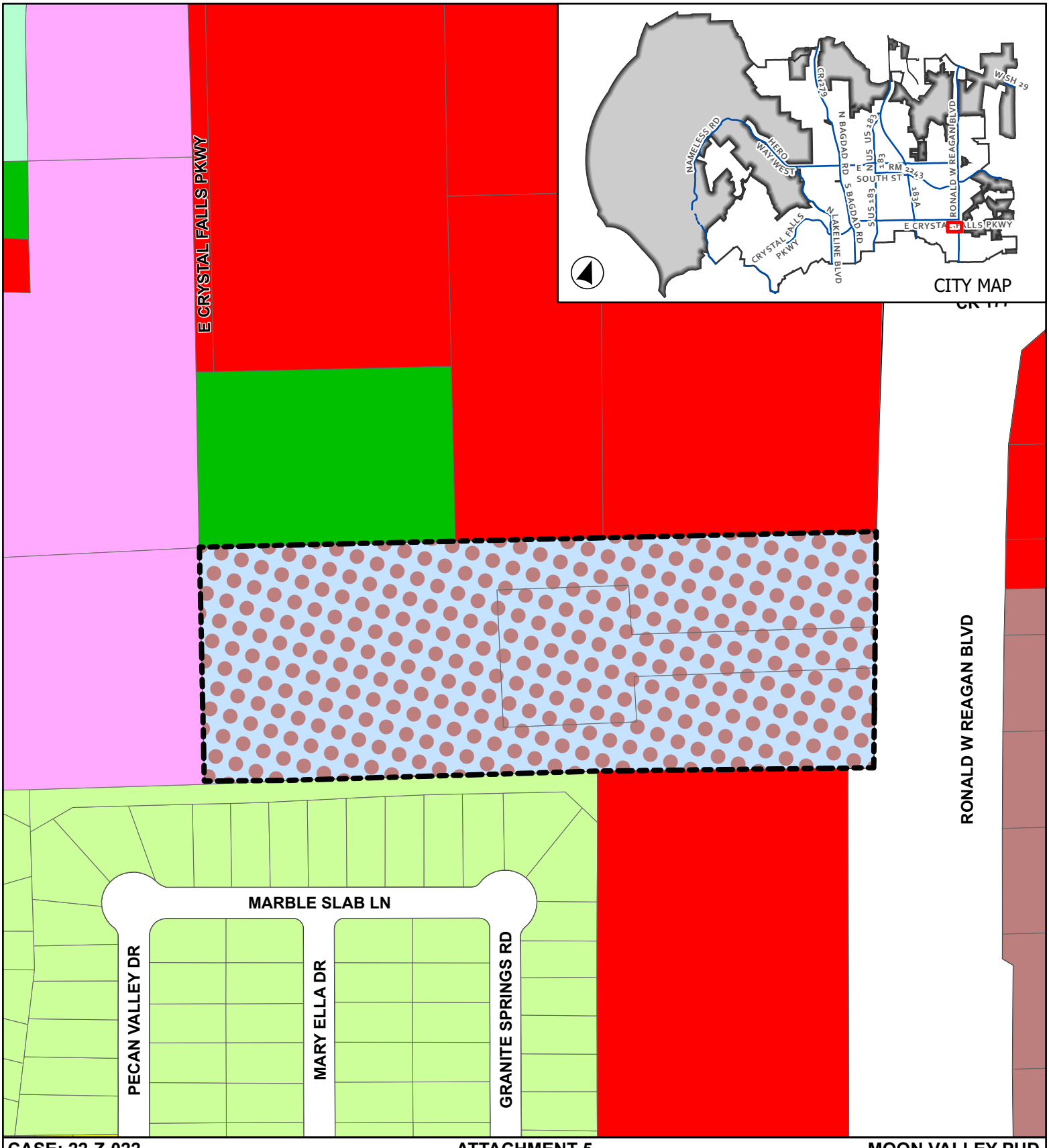
0 125 250

Feet

- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ
- Site Location



CASE: 22-Z-022 **ATTACHMENT 5** **MOON VALLEY PUD**

Proposed Zoning

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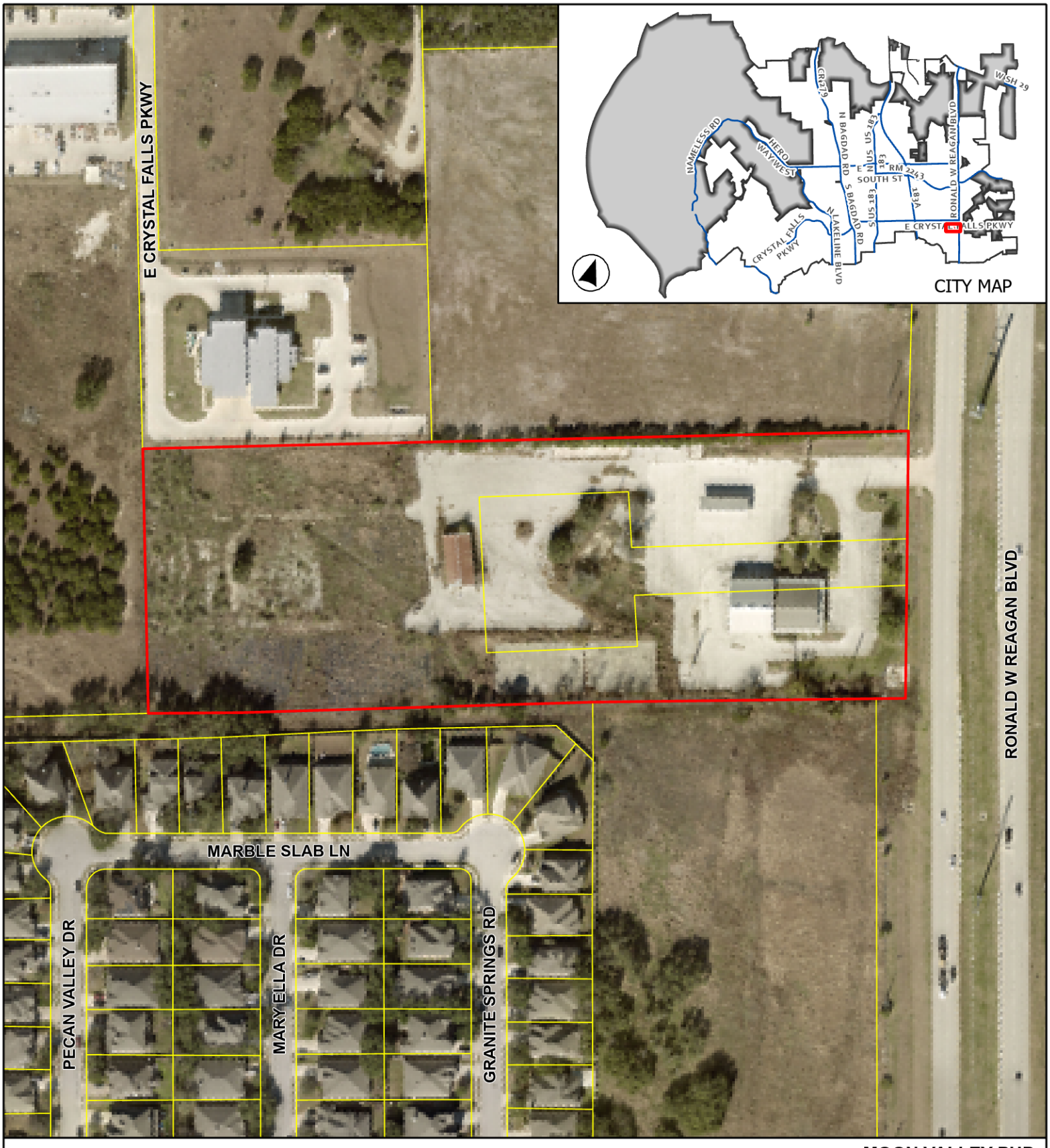
- Leander City Limits
- ETJ
- Subject Area
- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial
- PUD - Local Commercial

0 70 140

Feet



CASE: 22-Z-022 **ATTACHMENT 6** **MOON VALLEY 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 herin provided.

0 75 150

Feet

- Leander City Limits
- Leander ETJ
- Subject Area

EXHIBIT A

Moon Valley Planned Unit Development

A. Purpose and Intent

1. The Moon Valley PUD is comprised of approximately 8.78 acres, as shown in **Exhibit B.** The development of this property includes a retail nursery with associated parking, drive lanes and necessary appurtenances.
2. The purpose of this Planned Unit Development is to ensure that:
   a. is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements,
   b. is in harmony with the General Plan, as amended, and nearby areas
   c. will encourage harmonious and coordinated development by developing plans that better address natural features, community facilities, circulation patterns and surrounding properties and neighborhoods,
   d. will enable productive development of the land with unusual physical or location characteristics which may not be feasible under the standard zoning district regulations,
   e. will facilitate the development of the tax base, the local economy, population and public facilities and provide protection to the environment
   f. will provide and result in enhanced work environment for those persons working within the district
   g. will allow the application of professional planning and design techniques to avoid negative effects of piecemeal, segregated or unplanned development, and
   h. will provide a cohesive development of the contiguous properties.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**. If there is a conflict between this PUD and the City Ordinances, this PUD shall supersede the conflicting provisions.

2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

   LC-5-D (Local Commercial)

C. Conceptual Site Layout & Land Use Plan

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

D. Allowable / Prohibited Uses

1. The allowable uses shall include:
    a. Retail Plant Nursery and associated retail sales.
    ~~b. Artisan and handcraft activities and sales if such activities are located completely within an enclosed structure except for specific activities as provided in the applicable site component~~
    ~~c. Retail sales of new product and services~~
2. The prohibited uses shall include:
    a. Bank or other lending institution.
    b. Funeral home, including embalming facilities associated with an on-site funeral home or cemetery, but no crematory.
    c. Restaurants
    d. Cultural facilities including art gallery, museum, dancing or music academy, fitness center, martial arts academy, photographic or artist studio.
    e. Florist shop
    f. Grocery and dry goods sales including convenience stores
    g. Medical clinics
    h. Pharmacies

E. Development Standards

1. The following building setbacks shall apply:

Front Setback	35’
Side Setback	15’
Street Side Setback	35’
Rear Setback	15’
Special Setback, where adjacent to SFR	50'

2. The following paving setbacks shall apply:

Front Setback	25’
Side Setback	20’
Street Side Setback	NA
Rear Setback	20’

Note: existing structures shall be grandfathered into the agreement and will not be subject to the aforementioned setbacks. The setbacks will apply for any new buildings or any re-construction of buildings.

3. Outdoor storage setbacks shall comply with the Composite Zoning Ordinance and be located to the rear of the property as shown in **Exhibit C**. All outdoor storage shall be limited to materials associated with a retail plant nursery.

EXHIBIT B

FIELD NOTES
JOB NO. 220589–00
DATE: 5-5-2020
PAGE 1 OF 2

8.80 ACRES – field notes to accompany exhibit

Being 8.80 acres of land situated in Williamson County, Texas, out of the Walter Campbell Survey, Abstract No. 3, and being that same property conveyed to Glad Tidings Assembly Of God, Inc., in that instrument recorded under Document No. 2015010081 of the Official Public Records, Williamson County, Texas, as surveyed on the ground on this, the 2nd day of May, 2022, by Texas Land Surveying, Inc., and further described by metes and bounds as follows:

BEGINNING: at a ½" iron rod w/ orange cap stamped "Diamond Surveying", found in the west line of Ronald Reagan Blvd., for the southeast corner of a called 8.340 acres, conveyed to AR Reddy Spring Creek LLC, in that instrument recorded under Document No. 2021078877 of said Official Public Records, the northeast corner of said Glad Tidings Assembly Of God, Inc. tract, and this parcel, from which a ½" iron rod w/ orange cap stamped "Diamond Surveying", found in the west line of Ronald Reagan Blvd., for the northeast corner of said AR Reddy Spring Creek LLC tract, bears N 21°03'01" W, 538.97 feet.

THENCE: S 19°19'22" E, 367.04 feet along the west line of Ronald Reagan Blvd., the east line of said Glad Tidings Assembly Of God, Inc. tract, and this parcel, to a 60D nail found, for the northeast corner of a called 6.184 acres, conveyed to Texas Alpha Investments, LP, in that instrument recorded under Document No. 2017014616 of said Official Public Records, the southeast corner of said Glad Tidings Assembly Of God, Inc. tract, and this parcel.

THENCE: S 68°52'00" W, 1044.17 feet along the north line of said Texas Alpha Investments, LP tract, in part the north line of Cold Springs, Section One, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet EE, Slides 155 through 158 of the Plat Records of Williamson County, Texas, the south line of said Glad Tidings Assembly Of God, Inc. tract, and this parcel, to a ½" iron rod found, for the southeast corner of a called 11.939 acres, conveyed to Crystal Falls Partners, LLC, in that instrument recorded under Document No. 2015090922 of said Official Public Records, the southwest corner of said Glad Tidings Assembly Of God, Inc. tract, and this parcel.

THENCE: N 21°17'50" W, 363.42 feet along the east line of said Crystal Falls Partners, LLC tract, the west line of said Glad Tidings Assembly Of God, Inc. tract, and this parcel, to a ½" iron rod w/ illegible orange cap found, for the southwest corner of a called Lot 2, Block A of Anderson Commercial, a subdivision in Williamson County, Texas according to the map or plat thereof, recorded under Document No. 2015072232 of said Official Public Records, the northwest corner of said Glad Tidings Assembly Of God, Inc. tract, and this parcel.

THENCE: N 68°41'14" E, 399.28 feet along the south line of said Lot 2, Block A, the north line of said Glad Tidings Assembly Of God, Inc. tract, and this parcel, to a ½" iron rod found, for the southeast corner of said Lot 2, Block A, the southwest corner of said AR Reddy Spring Creek LLC tract, and an angle point in the north line of said Glad Tidings Assembly Of God, Inc. tract, and this parcel, from which a ½" iron rod w/ blue cap stamped "Holt Carson" found, for the northeast corner of said Lot 2, Block A, bears N 21°19'10" W, 272.76 feet.

THENCE: N 68°40'31" E, 657.53 feet along the south line of said AR Reddy Spring Creek LLC tract, the north line of said Glad Tidings Assembly Of God, Inc. tract, and this parcel, to the Point of Beginning, and containing a computed area of 8.80 acres more or less.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System Central Zone (NAD83).

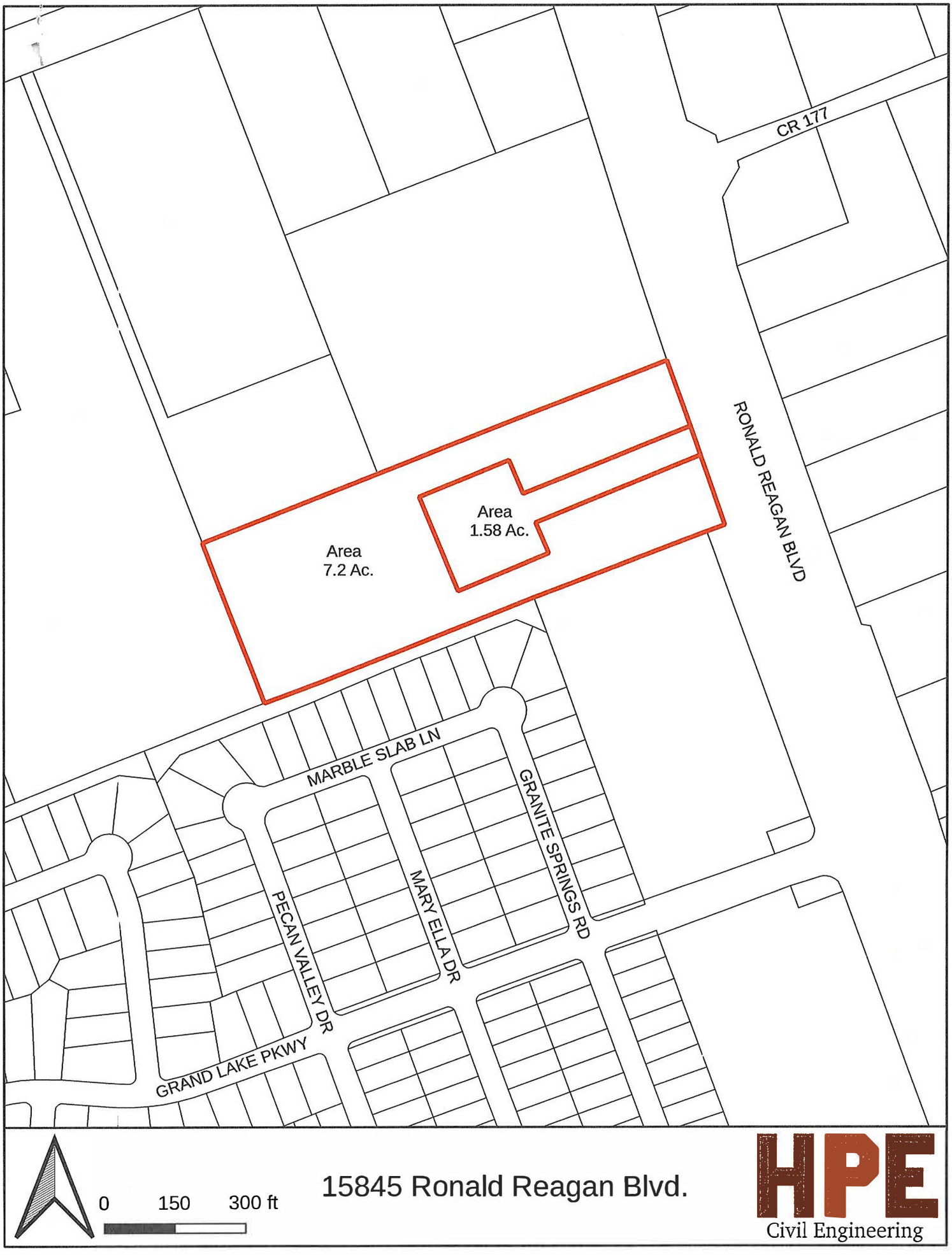
5-6-22

Kenneth Louis Crider , R.P.L.S. No. 5624
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

STATE OF TEXAS
REGISTERED
KENNETH LOUIS CRIDER
5624
PROFESSIONAL
LAND SURVEYOR

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200

S:\2022 PROJECTS\220589 W CAMPBELL SVY A-3 8.78 AC - 15840 RONALD REAGAN BLVD\220589 FIELD NOTES 8.80 ACRES.odt



15845 Ronald Reagan Blvd.

HPE
Civil Engineering

0 50 100
SCALE: 1"=50'

1/2" HOLT CARSON BLUE CAP ADJ.

EXISTING BUILDING TO BE REUSED

EXISTING DRIVEWAY TO BE REUSED

1/2" ORANGE CAP "DIAMOND SURVEYING"

AR REDDY SPRING CREEK LLC
(8.340 ACRES)
DOCUMENT NO. 2021078877 O.P.R.W.C.

N68° 40' 31"E 657.53'

10' P.U.E.

2'-6" P.U.E.

EX OE

EX W

EX G

EX SS

EX FH

EX SSMH

EX CO

EX TEL

EX TEL PED

EX ELEC PED

EX ELEC

EX GAS

EX GAS VLV

EX GAS MTR

EX GAS MKR

EX GAS TEST

EX GAS VENT

EX GAS MH

EX GAS MH

EX GAS MH

HPE
Civil Engineering

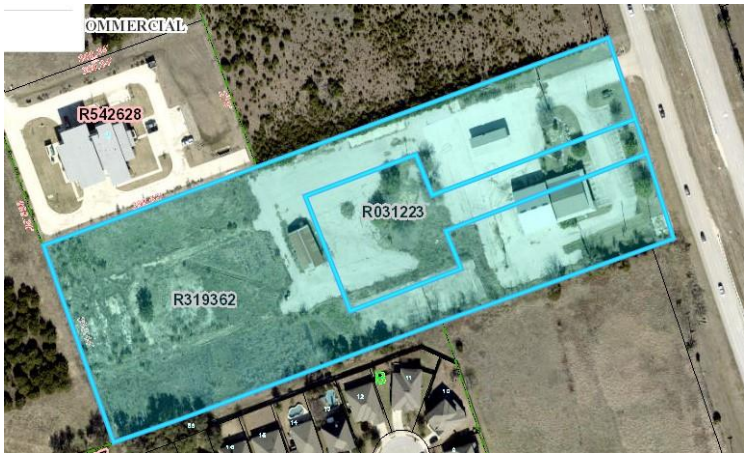
May 3, 2022

City of Leander
Planning Department
PO Box 319
Leander, Texas 78646
planning@Leandertx.gov

RE: 15841 Ronald Regan Blvd. Letter of Intent – Moon Valley PUD application

To Whom It May Concern:

The City of Leander PUD Application and Checklist requires a Letter of Intent outlining more detailed information regarding the proposed Zoning Map Amendment. The 8.78-acre property shown in the Williamson County Deed Records (WCAD) as property ID numbers: R031223 and R319362, as indicated in blue below, on behalf of the landowner, Moon Valley Nurseries should be re-zoned to a Planned Unit Devlopment ("PUD") designation:



The project site is currently zoned SFR-3-B (Single Family Rural), and is shown as a *multi use corridor – priority corridor, neighbrohood residiental* and a *neighborhood center – priority corridor* in the future land use map. The project site is proposed to be **zoned a Planned Unit Development (PUD) with a base district of PUD-LC-5-D**.

This proposal complies with the City's 2020 Comprehensive Plan because the proposed rezoning is in line with the City's vision for the future of the property in question. The existing roads and utilities (water, sewer and power) will serve the new development and no subdivision improvements will be required for construction.

There are several existing structures on the lot and no foundations will be removed. The entire site has been disturbed in some form in the past. It is our understanding that this site was once a greenhouse and nursery site, then was purchased and used by a church. This re-zoning request is compatible with the existing and future neighborhood plans, and promotes the healthy development of the surrounding area.

It is our belief that this zoning will comply without exception to the Comprehensive Plan Goals presented in the City's 2020 comprehensive plan. The following examples are justrification of how this proposal is in compliance:

- Goal 1: A strong and diverse economy
    - This parcel once contained a nursery then a church. The surrounding use is residential, fire station, and vacant land. This nursery would ensure the diversity of businesses while providing a place for the surrounding neighbors to shop.
- Goal 2: People-Centered Places and Spaces
    - This business will provide a place for home owners and business owners to purchase plants to beautify their homes and offices, creating a space for them to congregate outdoors.
- Goal 4: Destination experiences and amenities
    - This type of business is not located within a reasonable vicinity of this area.
- Goal 5: Dynamic and attractive business climate
    - Moon Valley Nurseries is willing to invest in the community that invests in them. They want to provide a product that will be of value to the community as a partner. There is no nursery located on Ronald Regan Blvd. in the City of Leander at this time.

Should you need additional information please do not hesitate to contact me at Jen@HendersonPE.com or 512.350.6228.

Respectfully,

Jen Henderson, P.E.
President
Henderson Professional Engineers, LLC

JH/

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

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

   On September 2, 2022 Henderson Professional Engineers mailed the attached letter to all landowners within 500-feet of the subject site.

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 attached letter was mailed to all homeowners and the HOA Management company for Cold Springs subdivision.

3. What concerns were raised during these communications?

   8/29/2022 Joe Owen contacted HPE concerning this re-zoning. We did respond to his e-mail and had a verbal conversation with him.

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

   None.

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

Signature: _____ Date 9/7/2022

AR REDDY SPRING CREEK LLC
6253 CORVARA
FRISCO, TX 75035

Las Vegas LB
19820 N 7th Street, Suiot 260
Phoenix, Az 85204

CRYSTAL FALLS BUSINESS PARK LLC
13760 NOEL RD #STE 1020
DALLAS, TX 75240

PETERSON, CHRISTOPHER & AMANDA
1901 PECAN VALLEY DR
LEANDER. TX 78641-2623

AGUILAR, ELOYD GENE & SHARON
1905 PECAN VALLEY DR
LEANDER, TX 78641-2623

SMITH, JOHN R & PATSY
1909 PECAN VALLEY DR
LEANDER, TX 78641

GOLDBERG, WADE DAVID & BETHANY MITCHELL
2501 MARBLE SLAB LN
LEANDER. TX 78641

KASZCZUK, ALEX J & EMILY
2505 MARBLE SLAB LN
LEANDER, TX 78641

RAO, WANG & ZHEHUI MAO
14300 LAURINBURG DR
AUSTIN, TX 78717

SUCHOMEL, JASON L & KRISTIN A
2513 MARBLE SLAB LN
LEANDER, TX 78641-2605

HILL, MARIA F & MILLARD RAY JR.
2517 MARBLE SLAB LN
LEANDER, TX 78641

MORRIS, RHONDA KAY TOD
2521 MARBLE SLAB LN
LEANDER, TX 78641

MORGAN, LOREN J & MICHELLE D
2525 MARBLE SLAB LN
LEANDER, TX 78641

JUAREZ, MATTHEW E & WENDE M
2529 MARBLE SLAB LN
LEANDER, TX 78641-2605

MCPHERSON, CARL B & MARILYN
2533 MARBLE SLAB LN
LEANDER, TX 78641

ANDERSON, SCOTT PAUL
1900 GRANITE SPRINGS RD
LEANDER, TX 78641

SPEXARTH, MATTHEW J & JAYME M
1904 GRANITE SPRINGS RD
LEANDER, TX 78641

SHAIK, BABA F & NOORIE SHABEENA
1908 GRANITE SPRINGS RD
LEANDER, TX 78641

TEXAS ALPHA INVESTMENTS LP
9701 RAINLILLY LN
AUSTIN, TX 78759

SR1 FUND LLC
10119 LAKE CREEK PKWY #STE 202
AUSTIN, TX 78729

HARRIS, TERESA COLE & HAROLD DWIGHT
10952 E CRYSTAL FALLS PKWY
LEANDER, TX 78641-2248

UTZ ENVIRONMENTAL SERVICES OF AUSTIN INC
10948 E CRYSTAL FALLS PKWY
LEANDER, TX 78641

FREDERICK, JEFFREY S & MARTHA L
2401 MAXWELL DR
LEANDER, TX 78641

VILLARRUBIA, MATTHEW
2405 MAXWELL DR
LEANDER, TX 78641

CUNYUS, RICHARD ODEN & GINA SOLEDAD CUNYAS
2409 MAXWELL DR
LEANDER. TX 78641

FLOREAL, EDRICK B & LAVONNA M
2413 MAXWELL DR
LEANDER, TX 78641

MEYERS, TRACY G & JULIA STAALBERT MEYERS
2417 MAXWELL DR
LEANDER. TX 78641

BAUMER, JOE & SAMANTHA R
2421 MAXWELL DR
LEANDER, TX 78641

FIDUK, ROSE M & KENNETH W, Jr
2425 MAXWELL DR
LEANDER, TX 78641

KULLAYAPPA, RAVIKUMAR GOLLA & SUMA RAVIKUMAR
2429 MAXWELL DR
LEANDER. TX 78641-3333

THOMAS, SIJOY & GISHA T
2433 MAXWELL DR
LEANDER, TX 78641

JONES, VAN R & JENNIFER N
2437 MAXWELL DR
LEANDER, TX 78641

BAKER, BRIAN K & RACHEL E
1913 PECAN VALLEY DR
LEANDER, TX 78641

NIEMAN, JOHN A Jr & RONNIE L
1917 PECAN VALLEY DR
LEANDER, TX 78641

LAKE, KEITH BOYD & STACIE
1921 PECAN VALLEY DR
LEANDER, TX 78641

FERGUSON, DOY R
1925 PECAN VALLEY DR
LEANDER, TX 78641

CURTIS, JERON E & FARREN D
1929 PECAN VALLEY DR
LEANDER, TX 78641

EVANS, EDWARD E & LAURA J
1924 PECAN VALLEY DR
LEANDER, TX 78641

LUNCEFORD, STEVE W & RACHEL D
1920 PECAN VALLEY DR
LEANDER, TX 78641

HONG, DIAN & XIAOYU GU
1616 AMARONE DR
LEANDER, TX 78641

GRAY, MARIAM D
1912 PECAN VALLEY DR
LEANDER, TX 78641

MITCHAM, STEVEN C & KRISTEN M
1908 PECAN VALLEY DR
LEANDER, TX 78641

WHITE, DAVID R & CAROL N
1909 MARY ELLA DR
LEANDER, TX 78641

TRUSTEES OF GREENLIEF TRUST
1913 MARY ELLA DR
LEANDER, TX 78641

CHANG, EDUARD & TZU MENG TSAI
2405 CADES SPIRIT BND
AUSTIN, TX 78738

SUBRAMANIAM, RAJESH
1921 MARY ELLA DR
LEANDER, TX 78641

VERMILYEA, DAVID E & SYDNEY R
1925 MARY ELLA DR
LEANDER, TX 78641

KARLSON, STEPHANE
1924 MARY ELLA DR
LEANDER, TX 78641

SILVER, LAWRENCE FREUND
1920 MARY ELLA DR
LEANDER, TX 78641

HANGER, RICHARD M & ELIZABETH
1916 MARY ELLA DR
LEANDER, TX 78641

ROBERTS, NELSON O II & JANETH K
1912 MARY ELLA DR
LEANDER, TX 78641

SCHMITT, JEFFERY STEPHEN
1908 MARY ELLA DR
LEANDER, TX 78641-2604

GUTTA HEMAMBARADARA &
1909 GRANITE SPRINGS RD
LEANDER, TX 78641

PFEFFER, JUSTIN
1913 GRANITE SPRINGS RD
LEANDER, TX 78641

CHANN, SRUN C
1917 GRANITE SPRINGS RD
LEANDER, TX 78641

PLANETARY MOTION
121 SOUTH CEDAR
LAKE JACKSON, TX 77566

QURESHI, AHMED H & SADIA
1925 GRANITE SPRINGS RD
LEANDER, TX 78641

SANAGALA, DINAKARA
1928 GRANITE SPRINGS RD
LEANDER, TX 78641

PERSON, BRYAN & ANNSTELLA
1924 GRANITE SPRINGS RD
LEANDER, TX 78641

HARDIN, MARK E
1920 GRANITE SPRINGS RD
LEANDER, TX 78641

DHARMARAJ, PRADEEP
3409 CRYSTAL HILL DR
CEDAR PARK, TX 78613-4365

SAEED, HASAN
1912 GRANITE SPRINGS RD
LEANDER, TX 78641-2520

JOSEPH LAND & CATTLE CO LTD
2904 RICHARD LN
AUSTIN, TX 78703-1636

ANT SAVINGS CORP
201 DAWN RIVER CV
AUSTIN, TX 78732

SILICON HILLS HOLDING LLC &
BHAVANARAYANA NAIDU
15805 BELFIN DR AUSTIN, TX
78717-3978

HPE
Civil Engineering

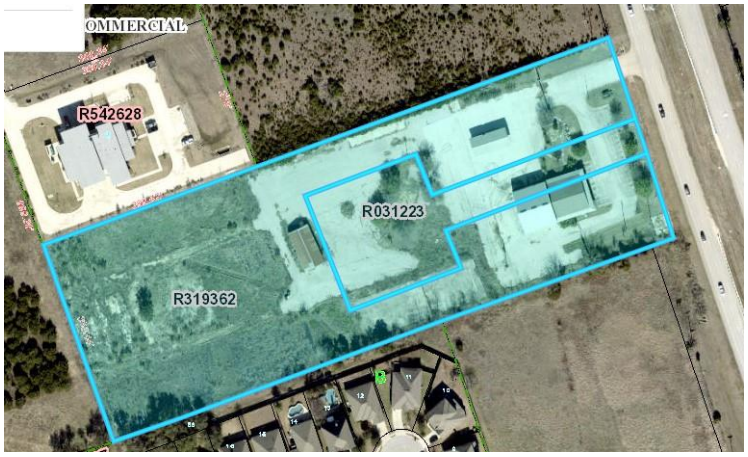
September 1, 2022

Henderson Professional Engineers
600 Round Rock West Drive, Ste 604
Round Rock, Texas 78681

RE: 15841 Ronald Regan Blvd. Letter of Intent – Moon Valley PUD application

Dear Neighbor:

The City of Leander PUD Application requires the following notice containing more detailed information regarding our proposed Zoning Map Amendment. As such, please let this letter serve as notice on behalf of Las Vegas LB, LLC ("Owner") that the 8.78-acre property shown in the Williamson County Deed Records (WCAD) as property ID numbers: R031223 and R319362(as indicated in blue below) ("Project Site") shall be re-zoned to a Planned Unit Development ("PUD") designation:



The Project Site is currently zoned SFR-3-B (Single Family Rural) and is shown as a *multi-use corridor – priority corridor, neighborhood residential* and a *neighborhood center – priority corridor* in the future land use map. The project site is proposed to be **zoned a Planned Unit Development (PUD) with a base district of PUD-LC-5-D** for use as a wholesale and retail nursery open to the public.

This "base district" zoning means:

- PUD: Planned Unit Development. In an attempt to provide for districts that fit within the context of different locations, a city will request that a developer more narrowly define the permitted uses and define form-based rules that state what site and architectural standards apply. In this case, the PUD will allow for Retail Greenhouse or Nursery, Artisan and handcrafted activities and sales.
- LC – Local Commercial district. In this case, the Owner intends to lease the Project Site to Moon Valley Nurseries for the operation of a nursery.
- 5 – This site component is utilized with non-residential development that have outdoor site requirements and a need to utilize outdoor site area for display, storage and accessory buildings. In this case, we anticipate plants such as trees and shrubs for sales to the general public will be displayed and stored on the Project Site.
- D – This architectural requirement includes 35% masonry for all new construction and 60% for street facing walls. In this case, Owner does not intend to build or approve the construction of any new buildings on the site.

HPE
Civil Engineering

This proposal complies with the City's 2020 Comprehensive Plan because the proposed rezoning is in line with the City's vision for the future of the property in question. The existing roads and utilities (water, sewer and power) will serve the new development and no subdivision improvements will be required for construction.

There are several existing structures on the lot and no foundations will be removed. The entire site has been disturbed in some form in the past. It is our understanding that this site was once a greenhouse and nursery site, then was purchased and used by a church. This re-zoning request is compatible with the existing and future neighborhood plans and promotes the healthy development of the surrounding area.

It is our belief that this zoning will comply without exception to the Comprehensive Plan Goals as contained in the City's 2020 comprehensive plan. The following examples are justification of how this proposal is in compliance:

- Goal 1: A strong and diverse economy
    - This parcel once contained a nursery then a church. The surrounding uses present residential, a fire station, and vacant land. This proposed use would ensure the diversity of businesses while providing a place for the surrounding neighbors to shop.
- Goal 2: People-Centered Places and Spaces
    - This business will provide a place for homeowners and business owners to purchase plants to beautify their homes and offices while also creating a space for consumers to congregate outdoors.
- Goal 4: Destination experiences and amenities
    - This type of business is not located within a reasonable vicinity of this area.
- Goal 5: Dynamic and attractive business climate
    - The Owner as well as Moon Valley Nurseries are willing to invest in the community that invests in them. They want to provide a product that will be of value to the community as a partner. There is not a nursery currently located on Ronald Regan Blvd. in the City of Leander at this time.

The above proposal will be presented at the Planning and Zoning Commission Meeting on September 8th and the 22nd then again at City Council on October 10th. Each of these meetings will include a public hearing where you would have the ability to address any concerns with this proposal directly to the Commission or Council Should you need additional information prior to those meetings, please do not hesitate to contact me at Jen@HendersonPE.com or 512.350.6228.

Respectfully,

Jen Henderson, P.E.
President
Henderson Professional Engineers, LLC

JH

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 MOON VALLEY PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF LC-5-D (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being 8.78 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification numbers R319362 and R031223; more particularly described in Instrument Number 2022045395 recorded in the Official Public Records of Williamson County, Texas.

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

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

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

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

PASSED AND APPROVED on First Reading this the 10th day of October, 2022.
FINALLY PASSED AND APPROVED on this the 20th day of October, 2022.

ATTEST:

Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS:

Christine DeLisle, Mayor

AGENDA ITEM # 36

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Conduct a Public Hearing the 50 High Gabriel East Addition Annexation Case 22-A-007 regarding the voluntary annexation of 1.594 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R474021; and generally addressed as 50 High Gabriel East, Leander, Williamson County, Texas.

- Discuss and consider action regarding 50 High Gabriel East Addition Annexation Case 22-A-007 as described above.

BACKGROUND:

This resolution commences the voluntary annexation of 1.594 acres ± as described above. The resolution sets the public hearing for October 10, 2022 and the readings of the ordinance for October 10, 2022 and October 20, 2022. The second reading of the ordinance will be rescheduled to November 3, 2022 so that the zoning case may run concurrently with the annexation request.

There is an associated zoning case for commercial uses that will be reviewed during the October 20, 2022 meeting. Approval of this item does not annex the property or approve the zoning request.

HISTORY/TIMELINE:

09/01/2022 Resolution Accepted

APPLICANT/AGENT:

Kirkman Engineering (Shea Kirkman) on behalf of 50 High Gabriel Partners, LTD (Jeremy Steenerson)

PRESENTER:

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

---

Attachments

1. Resolution
2. Location Exhibit
3. Annexation Schedule
4. Petition

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 3.903 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the "City"), a home-rule City, for annexation of said property, more particularly described herein (hereinafter, the "subject property"), into the City limits; and

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

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

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

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

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

Section 2. Proceedings. The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City, and the draft service plan shown in **Exhibit B**, are hereby accepted:

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN, EXCEPTING ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER, TEXAS.

A public hearing has been set for the date of **October 10th, 2022**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, **Exhibit A** shall control.

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

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

PASSED AND APPROVED this the 1st day of September, 2022.

ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

Exhibit A

SUBJECT PROPERTY DESCRIPTION

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron pin found along the east right-of-way line of U.S. Hwy. 183-Am as described in document recorded in Document No. 2004071926 Official Public Records of Williamson County, Texas, along the north line of said 4.91 acres, at the southwest corner of the remainder of a called 18.70 acres described in document to Tai Keong Wong, et al, recorded in Volume 1982, Page 631 Official Public Records of Williamson County, Texas, and at the northwest corner hereof;

THENCE North 69°22'12" East, along the south line of said Wong tract, along the north line of said 4.91 acres, and hereof, passing a 1/2" iron pin found at a distance of 137.74', and in all, a distance of 1049.42' to a calculated point in a power pole at the common corner of said Wong tract, a tract described in document to Rober & Carla Riley, recorded in Document No 19990831994, Official Public Records of Williamson County, Texas, a tract described in a document to West Texas Tumbleweed, LP, recorded in Document No. 2007095737, Official Public Records of Williamson County, Texas, and hereof;

THENCE South 20°39;10" East, along the west line of said Tumbleweed tract a distance of 155.52' to a ½" iron found alon ghte north line of Lot 11 of Bryson Phase 2, Section 1, a subdivision in Williamson County, Texas, as shown on a plat recorded in Document No. 2017105839, Official Public Records of Williamson County, Texas, at the southeast corner hereof;

THENCE South 69°20'55" West, along the north line f said Bryson Subdivision, the north line of a called 13.809 acre tract described in document to ARSG Living, LLC, recorded in Document No. 2020166828, Official Public Records of Williamson County, Texas, and along the south line hereof, a distance of 1133.10' to a ½" iron pin found along the east right-of-way line of said U.S. Hwy 183-A, at the northwest corner of said ARSG Living tract, and at the southwest corner hereof, in a curve to the right;

THENCE along the right-of-way of said highway, the following courses and distances:

1) Along a curve to the having a delta angle of 01°23'24", an arc length of 134.14', a radius of 5529.58', a chord bearing of North 07°25'05" East, and a chord length of 134.14' to a concrete right-of-way monument found at the end of said curve;
2) North 08°03'17" East, a distance of 42.81' to the **POINT OF BEGINNING**, containing 3.90 acres, more or less.

LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO LEANDER, TEXAS.

Exhibit B

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 (referred to herein as 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 B**, and incorporated by reference herein; and

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

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City, and further described as follows:

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN, EXCEPTING ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER, 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 B**.

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

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

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

Petitioners:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 20___.

(SEAL)

_____

Notary Public - State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 20___.

(SEAL)

_____

Notary Public - State of Texas

Exhibit A
PROPERTY DESCRIPTION

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron pin found along the east right-of-way line of U.S. Hwy. 183-Am as described in document recorded in Document No. 2004071926 Official Public Records of Williamson County, Texas, along the north line of said 4.91 acres, at the southwest corner of the remainder of a called 18.70 acres described in document to Tai Keong Wong, et al, recorded in Volume 1982, Page 631 Official Public Records of Williamson County, Texas, and at the northwest corner hereof;

THENCE North 69°22'12" East, along the south line of said Wong tract, along the north line of said 4.91 acres, and hereof, passing a 1/2" iron pin found at a distance of 137.74', and in all, a distance of 1049.42' to a calculated point in a power pole at the common corner of said Wong tract, a tract described in document to Rober & Carla Riley, recorded in Document No 19990831994, Official Public Records of Williamson County, Texas, a tract described in a document to West Texas Tumbleweed, LP, recorded in Document No. 2007095737, Official Public Records of Williamson County, Texas, and hereof;

THENCE South 20°39;10" East, along the west line of said Tumbleweed tract a distance of 155.52' to a ½" iron found alon ghte north line of Lot 11 of Bryson Phase 2, Section 1, a subdivision in Williamson County, Texas, as shown on a plat recorded in Document No. 2017105839, Official Public Records of Williamson County, Texas, at the southeast corner hereof;

THENCE South 69°20'55" West, along the north line f said Bryson Subdivision, the north line of a called 13.809 acre tract described in document to ARSG Living, LLC, recorded in Document No. 2020166828, Official Public Records of Williamson County, Texas, and along the south line hereof, a distance of 1133.10' to a ½" iron pin found along the east right-of-way line of said U.S. Hwy 183-A, at the northwest corner of said ARSG Living tract, and at the southwest corner hereof, in a curve to the right;

THENCE along the right-of-way of said highway, the following courses and distances:

3) Along a curve to the having a delta angle of 01°23’24”, an arc length of 134.14’, a radius of 5529.58’, a chord bearing of North 07°25’05” East, and a chord length of 134.14’ to a concrete right-of-way monument found at the end of said curve;
4) North 08°03’17” East, a distance of 42.81’ to the **POINT OF BEGINNING**, containing 3.90 acres, more or less.

LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER, TEXAS.

Exhibit B

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 High Gabriel Partners, LTD ("Landowner"), both of which 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 fully hereinafter and attached hereto, 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 Landowner 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:

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

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

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

(A) As provided in C(i)(A)&(B) above;

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

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

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

(iii) 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

Richard B. Beverlin, III, City Manager

LANDOWNER(S):

_____

By: _____

Name (print): _____

Title: _____

Date: _____

_____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron pin found along the east right-of-way line of U.S. Hwy. 183-Am as described in document recorded in Document No. 2004071926 Official Public Records of Williamson County, Texas, along the north line of said 4.91 acres, at the southwest corner of the remainder of a called 18.70 acres described in document to Tai Keong Wong, et al, recorded in Volume 1982, Page 631 Official Public Records of Williamson County, Texas, and at the northwest corner hereof;

THENCE North 69°22'12" East, along the south line of said Wong tract, along the north line of said 4.91 acres, and hereof, passing a 1/2" iron pin found at a distance of 137.74', and in all, a distance of 1049.42' to a calculated point in a power pole at the common corner of said Wong tract, a tract described in document to Rober & Carla Riley, recorded in Document No 19990831994, Official Public Records of Williamson County, Texas, a tract described in a document to West Texas Tumbleweed, LP, recorded in Document No. 2007095737, Official Public Records of Williamson County, Texas, and hereof;

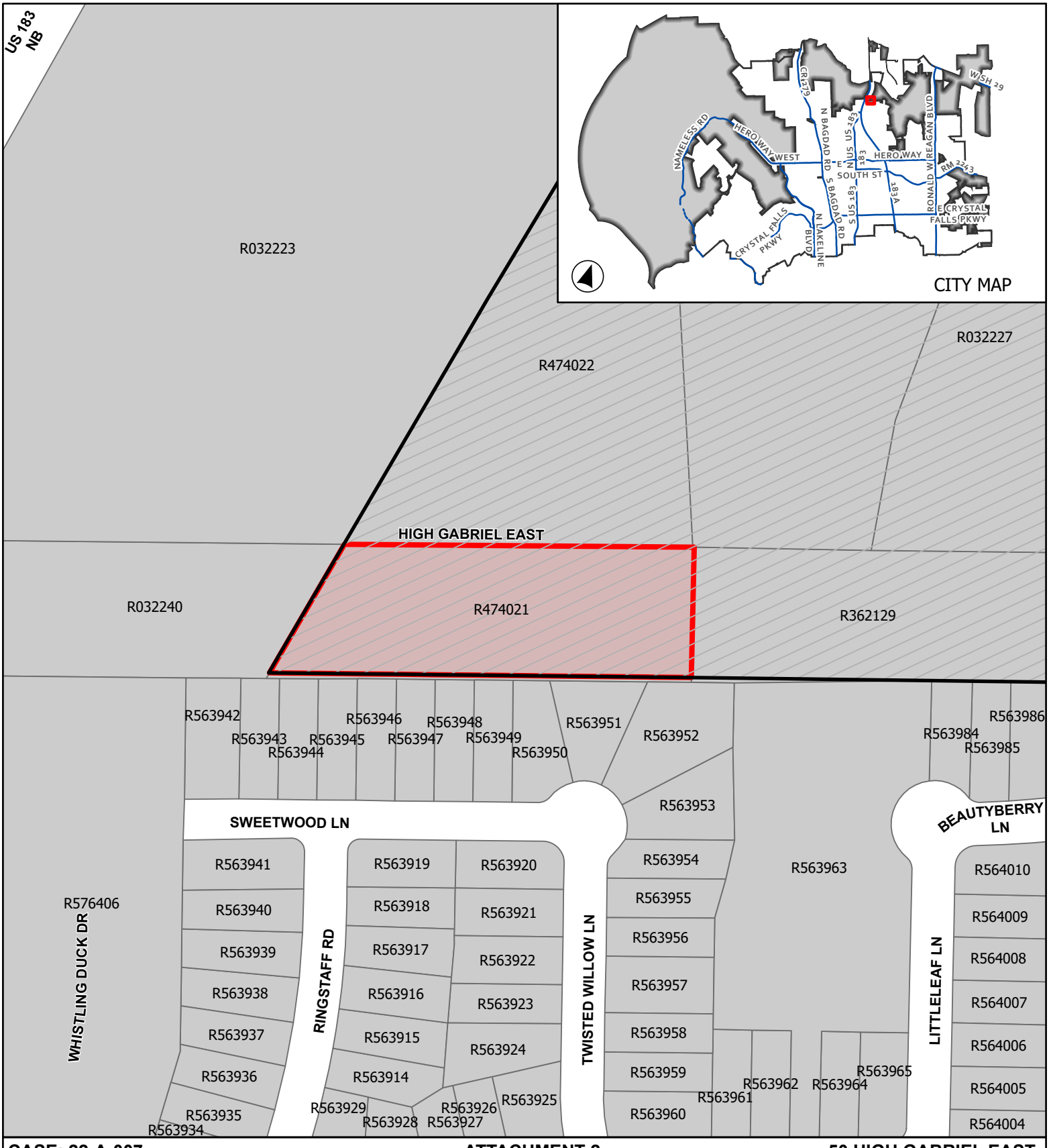
THENCE South 20°39;10" East, along the west line of said Tumbleweed tract a distance of 155.52' to a ½" iron found alon ghte north line of Lot 11 of Bryson Phase 2, Section 1, a subdivision in Williamson County, Texas, as shown on a plat recorded in Document No. 2017105839, Official Public Records of Williamson County, Texas, at the southeast corner hereof;

THENCE South 69°20'55" West, along the north line f said Bryson Subdivision, the north line of a called 13.809 acre tract described in document to ARSG Living, LLC, recorded in Document No. 2020166828, Official Public Records of Williamson County, Texas, and along the south line hereof, a distance of 1133.10' to a ½" iron pin found along the east right-of-way line of said U.S. Hwy 183-A, at the northwest corner of said ARSG Living tract, and at the southwest corner hereof, in a curve to the right;

THENCE along the right-of-way of said highway, the following courses and distances:

1) Along a curve to the having a delta angle of 01°23'24", an arc length of 134.14', a radius of 5529.58', a chord bearing of North 07°25'05" East, and a chord length of 134.14' to a concrete right-of-way monument found at the end of said curve;
2) North 08°03'17" East, a distance of 42.81' to the **POINT OF BEGINNING**, containing 3.90 acres, more or less.

LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER, TEXAS.



CASE: 22-A-007 **ATTACHMENT 2** **50 HIGH GABRIEL EAST (ADDITION)**

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 herin provided.

0 70 140

Feet

- Leander City Limits
- ETJ
- Site Location

Schedule for Voluntary Annexation
3.903 +/- ACRES IN WILLIAMSON COUNTY LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED IN TO THE CITY OF LEANDER

DATE	ACTION/EVENT	LEGAL AUTHORITY
Thursday, September 1st, 2022* Tuesday, August 23rd, 2022: Council packet deadline	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR **October 10th, 2022.**	Loc. Gov't Code, §43.0671
Thursday, September 29th, 2022 *	**NEWSPAPER NOTICE** RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.)	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673
Publish notice of Public Hearing.	**POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE.**	
&	**SCHOOL DISTRICT NOTICE**. Notify each school district of possible impact w/in the period prescribed for publishing the notice of the Public Hearing.	
Send notice to school district and to each public entity.	**PUBLIC ENTITY NOTICES**. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson/Travis), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact w/in the period prescribed for publishing the notice of the Public Hearing.	Loc. Gov't Code, §§43.905 & 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
[Noon, Friday September 23, 2022 – Deadline to send notice to paper]		
Monday, October10th, 2022*	**PUBLIC HEARING** – *REGULAR MEETING*	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
Monday, October 10th, 2022*	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Loc. Gov't Code, §43.0673
Thursday, October 20, 2022. Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday, October 11th – 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 Nov. 19, 2022	**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 12/19/2022	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable *Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of* disannexation.

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

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

WHEREAS, the undersigned is the owner of a certain area of land located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as 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 B**, and incorporated by reference herein; and

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

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City, and further described as follows:

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN AND EXCEPTING ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER.

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 B**.

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

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

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

Petitioners:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 20___.

(SEAL)

_____
Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 20___.

(SEAL)

_____
Notary Public - State of Texas

Exhibit A
PROPERTY DESCRIPTION

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron pin found along the east right-of-way line of U.S. Hwy. 183-Am as described in document recorded in Document No. 2004071926 Official Public Records of Williamson County, Texas, along the north line of said 4.91 acres, at the southwest corner of the remainder of a called 18.70 acres described in document to Tai Keong Wong, et al, recorded in Volume 1982, Page 631 Official Public Records of Williamson County, Texas, and at the northwest corner hereof;

THENCE North 69°22'12" East, along the south line of said Wong tract, along the north line of said 4.91 acres, and hereof, passing a 1/2" iron pin found at a distance of 137.74', and in all, a distance of 1049.42' to a calculated point in a power pole at the common corner of said Wong tract, a tract described in document to Rober & Carla Riley, recorded in Document No 19990831994, Official Public Records of Williamson County, Texas, a tract described in a document to West Texas Tumbleweed, LP, recorded in Document No. 2007095737, Official Public Records of Williamson County, Texas, and hereof;

THENCE South 20°39;10" East, along the west line of said Tumbleweed tract a distance of 155.52' to a ½" iron found alon ghte north line of Lot 11 of Bryson Phase 2, Section 1, a subdivision in Williamson County, Texas, as shown on a plat recorded in Document No. 2017105839, Official Public Records of Williamson County, Texas, at the southeast corner hereof;

THENCE South 69°20'55" West, along the north line f said Bryson Subdivision, the north line of a called 13.809 acre tract described in document to ARSG Living, LLC, recorded in Document No. 2020166828, Official Public Records of Williamson County, Texas, and along the south line hereof, a distance of 1133.10' to a ½" iron pin found along the east right-of-way line of said U.S. Hwy 183-A, at the northwest corner of said ARSG Living tract, and at the southwest corner hereof, in a curve to the right;

THENCE along the right-of-way of said highway, the following courses and distances:

1) Along a curve to the having a delta angle of 01°23'24", an arc length of 134.14', a radius of 5529.58', a chord bearing of North 07°25'05" East, and a chord length of 134.14' to a concrete right-of-way monument found at the end of said curve;
2) North 08°03'17" East, a distance of 42.81' to the **POINT OF BEGINNING**, containing 3.90 acres, more or less.

LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER, TEXAS.

Exhibit B

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 High Gabriel Partners, LTD ("Landowner"), both of which 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 fully hereinafter and attached hereto, 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 Landowner 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:

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

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

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

(A) As provided in C(i)(A)&(B) above;

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

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

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

(iii) 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

_____
Richard B. Beverlin, III, City Manager

LANDOWNER(S):

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

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

STATE OF TEXAS §
§
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 20___.

(SEAL)

_____
Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 20___.

(SEAL)

_____
Notary Public - State of Texas

Subject Property Description

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron pin found along the east right-of-way line of U.S. Hwy. 183-Am as described in document recorded in Document No. 2004071926 Official Public Records of Williamson County, Texas, along the north line of said 4.91 acres, at the southwest corner of the remainder of a called 18.70 acres described in document to Tai Keong Wong, et al, recorded in Volume 1982, Page 631 Official Public Records of Williamson County, Texas, and at the northwest corner hereof;

THENCE North 69°22'12" East, along the south line of said Wong tract, along the north line of said 4.91 acres, and hereof, passing a 1/2" iron pin found at a distance of 137.74', and in all, a distance of 1049.42' to a calculated point in a power pole at the common corner of said Wong tract, a tract described in document to Rober & Carla Riley, recorded in Document No 19990831994, Official Public Records of Williamson County, Texas, a tract described in a document to West Texas Tumbleweed, LP, recorded in Document No. 2007095737, Official Public Records of Williamson County, Texas, and hereof;

THENCE South 20°39;10" East, along the west line of said Tumbleweed tract a distance of 155.52' to a ½" iron found alon ghte north line of Lot 11 of Bryson Phase 2, Section 1, a subdivision in Williamson County, Texas, as shown on a plat recorded in Document No. 2017105839, Official Public Records of Williamson County, Texas, at the southeast corner hereof;

THENCE South 69°20'55" West, along the north line f said Bryson Subdivision, the north line of a called 13.809 acre tract described in document to ARSG Living, LLC, recorded in Document No. 2020166828, Official Public Records of Williamson County, Texas, and along the south line hereof, a distance of 1133.10' to a ½" iron pin found along the east right-of-way line of said U.S. Hwy 183-A, at the northwest corner of said ARSG Living tract, and at the southwest corner hereof, in a curve to the right;

THENCE along the right-of-way of said highway, the following courses and distances:

1) Along a curve to the having a delta angle of 01°23'24", an arc length of 134.14', a radius of 5529.58', a chord bearing of North 07°25'05" East, and a chord length of 134.14' to a concrete right-of-way monument found at the end of said curve;
2) North 08°03'17" East, a distance of 42.81' to the **POINT OF BEGINNING**, containing 3.90 acres, more or less.

LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER, TEXAS.

AGENDA ITEM # 37

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Discuss and consider action regarding Subdivision Case 21-PP-012 to approve the Garlock Preliminary Plat on one (1) parcel of land approximately 44.662 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021708; generally located south of Gabriels Horn Road and west of Donetto Drive, Leander, Williamson County, Texas.

BACKGROUND:

This request is the second step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the preliminary plat satisfies the applicable regulations without requesting any variances.

HISTORY/TIMELINE:

10/12/2021 - Concept Plan Approved
09/08/2022 - Planning & Zoning Commission Meeting

APPLICANT/AGENT:

Carlson, Brigance & Doering, Inc. (Geoff Guerrero) on behalf of Mary Garlock Living Trust U/D/A (Mary Garlock)

RECOMMENDATION:

This preliminary plat includes one hundred (100) single-family lots, two (2) HOA landscape lots and two (2) HOA water quality and greenspace lots. This request also includes the removal of a thirty-one (31")- inch Live Oak Heritage Tree for construction of the ROW. The project is preserving ninety-seven (97%) percent of existing Heritage Trees on site and approximately seventy-seven(77%) percent of all other significant trees onsite. This proposal meets all the requirements of the Subdivision Ordinance. Staff recommends to approve the preliminary plat. The Planning & Zoning Commission unanimously approved the request during the September 8, 2022 meeting.

PRESENTER:

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

Attachments

1. Preliminary Plat
2. Location Map
3. P&Z Minutes

GARLOCK SUBDIVISION

PRELIMINARY PLAT

CITY OF LEANDER FILE # 21-PP-012
FILING DATE: 10-19-2021

PROJECT INFORMATION

SUBMITTAL DATE:

ZONING: SFC-2-A

FUTURE LAND USE CATEGORY:
- NEIGHBORHOOD RESIDENTIAL
- GREENWAY

LAND USE SUMMARY:	
SINGLE FAMILY RESIDENTIAL:	16.315 AC
HOA LANDSCAPE/SIDEWALK & GREENSPACE EASEMENT:	0.839 AC
HOA DRAINAGE/WATER QUALITY/DETENTION POND/LANDSCAPE/SIDEWALK & GREENSPACE EASEMENT AND PARK:	15.326 AC
HOA DRAINAGE/WATER QUALITY/DETENTION POND/LANDSCAPE/SIDEWALK & GREENSPACE EASEMENT:	6.646 AC
ROADS RIGHT-OF-WAY:	5.536 AC
TOTAL:	44.662 AC

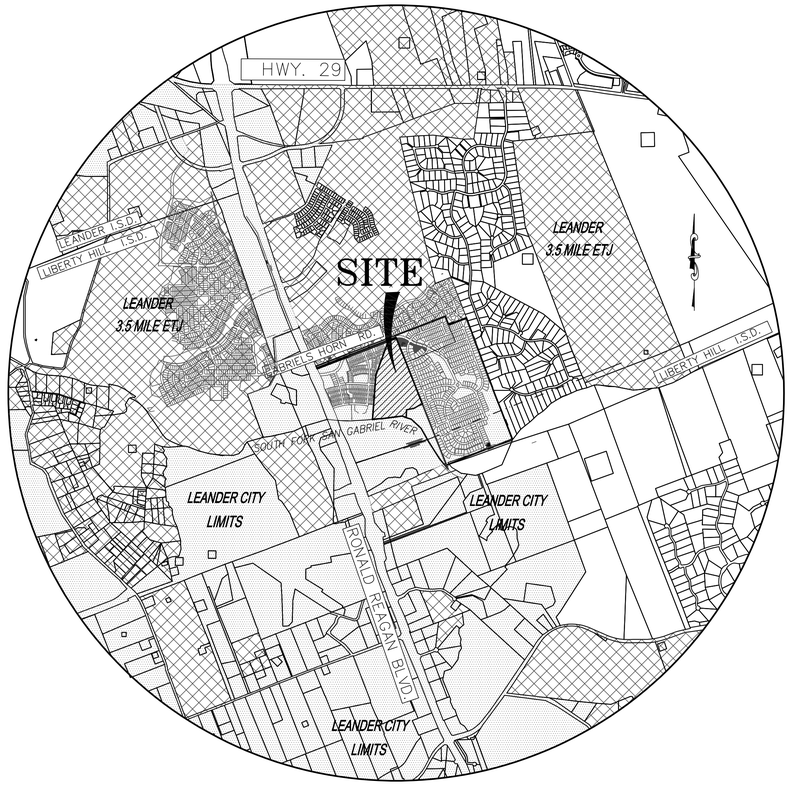
TOTAL NO. OF LOTS:104
NO. OF BLOCKS: 5
NO. OF SINGLE FAMILY LOTS: 100
NO. OF HOA DRAINAGE/ WATER QUALITY/ DETENTION POND/ LANDSCAPE/ SIDEWALK & GREENSPACE EASEMENT AND PARK LOTS: 1
NO. OF HOA DRAINAGE/ WATER QUALITY/ DETENTION POND/ LANDSCAPE/ SIDEWALK & GREENSPACE EASEMENT LOTS: 1
NO. OF HOA LANDSCAPE/ SIDEWALK & GREENSPACE EASEMENT LOTS: 2
TOTAL LINEAR FOOTAGE OF STREETS: 4,507 LF
(SEE SHEET NUMBER 2 FOR STREET LENGTHS)

OWNER:
MARY GARLOCK, TRUSTEE
MARY GARLOCK LIVING TRUST
450 BRADLEY RANCH ROAD
GEORGETOWN, TEXAS 78628
(512) 576-8590

DEVELOPER:
KB HOME LONE STAR, INC.
ATTN: JOHN ZINSMEYER
10800 PECAN PARK, SUITE 200
AUSTIN, TEXAS 78750
(512) 651-8064

PROJECT AGENT:
CARLSON, BRIGANCE & DOERING, INC.
ATTN: GEOFF GUERRERO
5501 W. WILLIAM CANNON BLVD
AUSTIN, TEXAS 78749
PHONE: (512) 280-5160
FAX: (512) 280-5165

ENGINEER AND SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WILLIAM CANNON BLVD
AUSTIN, TEXAS 78749
PHONE: (512) 280-5160
FAX: (512) 280-5165



LOCATION MAP

SCALE: 1" = 2,000'

LEGAL DESCRIPTION: BEING ALL OF THAT CERTAIN 44.662 ACRES TRACT OR PARCEL OF LAND, OUT OF AND A PART OF THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, IN WILLIAMSON COUNTY, TEXAS, SAID 44.662 ACRE TRACT BEING DESCRIBED AS BEING OUT OF A CALLED 54.23 ACRE TRACT OF LAND CONVEYED TO MARY ANN GARLOCK IN VOLUME 636, PAGE 293, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), OUT OF A CALLED 26.13 ACRE TRACT OF LAND, AND OUT OF A CALLED 1.00 ACRE TRACT OF LAND CONVEYED TO MARY ANN SNYDER, TRUSTEE IN VOLUME 604, PAGE 680 (D.R.W.C.Tx.)

SURVEYORS CERTIFICATION

ALL EASEMENTS OF RECORD ARE HEREBY SHOWN OR NOTED ON THIS PRELIMINARY PLAT AS FOUND ON THE TITLE POLICY OR DISCOVERED WITH A TITLE SEARCH PREPARED FOR THE MOST RECENT PURCHASE OF PROPERTY.

WITNESS MY HAND THIS 15th DAY OF August, 2022.

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

AARON VAN THOMASON R.P.L.S. NO. 6214

SHEET INDEX

1	COVER SHEET
2	EXISTING CONDITIONS (100 SCALE)
3	PRELIMINARY PLAT (100 SCALE)
4	PRELIMINARY WATER PLAN (100 SCALE)
5	PRELIMINARY WASTEWATER PLAN (100 SCALE)
6	DEVELOPED CONDITIONS DRAINAGE PLAN (100 SCALE)
7	EXISTING CONDITIONS DRAINAGE PLAN (100 SCALE)
8	TREE SURVEY (100 SCALE)
9	HERITAGE TREE SURVEY (100 SCALE)
10	TREE LIST (1 OF 3)
11	TREE LIST (2 OF 3)
12	TREE LIST (3 OF 3)
13	PARK PLAN (100 SCALE)

GENERAL PLAT NOTES:

1. THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CITY LIMITS OF THE CITY OF LEANDER, TEXAS.

2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.

3. A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION.

4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.

5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER.

5. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

6. IN ADDITION TO THE EASEMENT SHOWN HEREON, A TEN (10') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.

7. BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER. ADDITIONAL RESIDENTIAL GARAGE SETBACKS MAY BE REQUIRED AS LISTED IN THE CURRENT ZONING ORDINANCE.

8. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP # 48491C0455F WILLIAMSON COUNTY, TEXAS DATED DECEMBER 20, 2019.

9. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.

10. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.

11. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50' OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE ROW OF AN INTERSECTING LOCAL OR COLLECTOR STREET OR 100' OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE ROW OF AN INTERSECTING ARTERIAL STREET.

12. THE HOA WILL OWN AND MAINTAIN THE FOLLOWING LOTS:

BLOCK A, LOT 21
BLOCK C, LOT 19
BLOCK D, LOT 30
BLOCK E, LOT 6

13. THE HOA BYLAWS WILL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

14. THE HOMEOWNERS ASSOCIATION IS REQUIRED TO MOW AND MAINTAIN LANDSCAPING IN THE OPEN CHANNELS, DETENTION AND WATER QUALITY AREAS.

15. TREE MITIGATION WILL COMPLY WITH THE LEANDER SUBDIVISION ORDINANCE. HERITAGE MITIGATION FEE WILL BE PAID PRIOR TO APPROVAL OF THE CONSTRUCTION PLAN APPLICATION.

16. TIA NOTE: AT THE TIME OF FINAL PLAT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TIA IN THE AMOUNT OF $250.00 PER RESIDENTIAL UNIT.

17. THE CITY ACCEPTS AND MAINTAINS DRAINAGE AND WATER QUALITY IMPROVEMENTS CONTAINED IN OPEN CHANNELS, DETENTION AND WATER QUALITY AREAS.

18. THIS PRELIMINARY PLAT SHALL MEET THE CITY OF LEANDER SUBDIVISION ORDINANCE REGULATIONS REGARDING THE PARKLAND DEDICATION AND RECREATION IMPROVEMENTS REQUIREMENTS BY DEDICATION AND IMPROVEMENTS OF THE TRAIL SYSTEM WHICH SATISFIES THE PARKLAND DEDICATION IMPROVEMENTS.

19. THIS TRACT HAS RECEIVED A VARIANCE TO EXCLUDE THE ENTIRETY OF THE ORIGINAL TRACT. REFER TO THE APPROVED CONCEPT PLAN 21-CP-005.

20. THIS PROJECT IS SUBJECT TO ROW DEDICATION REQUIREMENTS AS FOUND IN TH THE CURRENT CITY OF LEANDER TRANSPORTATION POLICY. IN ADDITION THIS PROJECT IS ALSO SUBJECT TO THE CURRENT CITY OF LEANDER DRAINAGE POLICY.

21. THIS PROJECT IS SUBJECT TO THE TCEQ GUIDELINES FOR WATER QUALITY TREATMENT.

22. THE DEVELOPMENT OF LOTS 21-23, BLOCK D WILL REQUIRE A FLOODPLAIN DEVELOPMENT PERMIT FROM THE CITY OF LEANDER FOR LOTS IN THE ATLAS - 14 100 YEAR FLOODPLAIN, TO BE PROCESSED WITH THE PICP APPLICATION.

ENGINEERS CERTIFICATION

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PREPARED THE PLANS SUBMITTED HEREWITH, AND THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT SAID PLANS COMPLY WITH THE CITY OF LEANDER CODES AND ORDINANCES AND WILLIAMSON COUNTY.

WITNESS MY HAND THIS 15th DAY OF August, 2022.

CHARLES R. BRIGANCE, JR. P.E. NO. 64346

21-PP-012

FILE PATH:J:\AC3D\5306\dwg\5306-PRELIM PLAN (SHTS 1-3).dwg - Aug 15, 2022 - 10:35am

DESIGNED BY: CB	DRAFTED BY: JSL

DATE / REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
North Office
12129 RR 620 N., Ste. 600
Austin, Texas 78750
www.cbdeng.com
Main Office
5501 West William Cannon Dr.
Austin, Texas 78749
Phone No. (512) 280-5160

SHEET NAME: PRELIMINARY PLAT COVER SHEET
JOB NAME: GARLOCK SUBDIVISION
PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
CHARLES R. BRIGANCE JR.
64346
LICENSED
PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
08/15/2022

DATE: OCT 2021
JOB NUMBER: 5306
SHEET: 1 OF 13

LEGEND

□	CONCRETE MONUMENT SET
◉	IRON PIPE FOUND
●	IRON ROD FOUND
○	IRON ROD SET
W.L. ESMT.	WATER LINE EASEMENT
WW ESMT.	WASTEWATER EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
L.S.E.	LANDSCAPE LOT
D.E.	DRAINAGE EASEMENT
S.W.E.	SIDEWALK LOT
17	LOT NUMBER
(A)	BLOCK NUMBER
– – – –	EASEMENT LINE
– – – –	100-YR FULLY DEVELOPED FLOODPLAIN
– – – –	RIPARIAN CORRIDOR

SCALE: 1"=100'

0 50 100 200

SCALE: 1" = 100'

21-PP-012

FILE PATH:J:\AC20\5306\dwg\5306-EXISTING CONDITIONS (SHT 2).dwg - Apr 21, 2022 - 2:01pm

DESIGNED BY: CB	DRAFTED BY: JSL

REVISION	DATE

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791

Main Office
5501 West William Cannon Dr. 600
Austin, Texas 78749
Phone No. (512) 280-5160

North Office
12129 Jollyville Rd. Suite 600
Austin, Texas 78759
www.cbdeng.com

SHEET NAME: PRELIMINARY PLAN EXISTING CONDITIONS 100 SCALE

JOB NAME: GARLOCK SUBDIVISION

PROJECT: PRELIMINARY PLAT

04/19/2022

STATE OF TEXAS
CHARLES R. BRIGANCE, JR.
64346
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

DATE: OCT 2021

JOB NUMBER: 5306

SHEET: 2 OF 13

SCALE: 1"=100'

0 50 100 200

SCALE: 1" = 100'

LEGEND

P.U.E.	PUBLIC UTILITY EASEMENT
L.S.E.	LANDSCAPE LOT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
S.W.E.	SIDEWALK LOT
17	LOT NUMBER
(A)	BLOCK NUMBER
	EASEMENT LINE
	SIDEWALK LOCATION (4')
	100-YR FULLY DEVELOPED FLOODPLAIN
(12)	ADJACENT OWNER
	PROPOSED 10' HIKING TRAIL

ADJACENT OWNERS:

1. R561118
WILLIAMSON COUNTY MUD #12
C/O ARMBRUST & BROWN
100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TX 78701

2. R561119
JORGE AND NANCY AGUIRRE
324 PANZANO DRIVE
GEORGETOWN, TX 78628

3. R561120
JOE P REYNA, JR.
1800 CONNORS COVE
CEDAR PARK, TX 78613

4. R561121
TRENDMAKER HOMES, INC.
16340 PARK TEN PLACE, SUITE 250
HOUSTON, TX 77084

5. R561122
JOSHUA AND JENNIFER BROWN
336 PANZANO DRIVE
GEORGETOWN, TX 78628

6. R561123
DAVID AND LARKEY PHILLIPS
340 PANZANO DRIVE
GEORGETOWN, TX 78628

7. R561131
RANCHO SIENNA MASTER COMMUNITY, INC.
11149 RESEARCH BOULEVARD, SUITE 100
AUSTIN, TX 78759

8. 596372, R587375, R596256, R596383
PULTE HOMES OF TEXAS, LP AND
TAYLOR MORRISON OF TEXAS, INC.
9401 AMBERGLEN BOULEVARD, BUILDING 1, SUITE 150
AUSTIN, TX 78729

9. R596378, R596375, R596483, R596373, R596377, R596374
R596484, R596481, R596379, R596376, R596491, R596489
R596391, R596482
PULTE HOMES OF TEXAS, LP
9401 AMBERGLEN BOULEVARD, BUILDING 1, SUITE 150
AUSTIN, TX 78729

10. R596367, R596365, R596487, R596385, R596381, R596490
R596486, R596366, R596485, R596382, R596488, R596380
TAYLOR MORRISON OF TEXAS, INC.
11200 LAKELINE BOULEVARD, SUITE 150A
AUSTIN, TX 78717

11. R031231
DEVELOPMENT SOLUTIONS BRADLEY, LLC
12222 MERIT DRIVE, SUITE 1020
DALLAS, TX 75251

12. R021709, R021708
MARY GARLOCK, TRUSTEE
MARY GARLOCK LIVING TRUST UDA 9/16/15
450 BRADLEY RANCH ROAD
GEORGETOWN, TX 78628

13. R031233
WC PARMER 93, LP
401 CONGRESS AVENUE, FL 33
AUSTIN, TX 78701

14. R021710
PACESETTER HOMES, LLC
14400 THE LAKES BOULEVARD, BUILDING C, SUITE 200
PFLUGERVILLE, TX 78660

STREET STANDARDS CHART

STREET NAME	R.O.W. WIDTH	STREET LENGTH	PAVEMENT WIDTH	SIDEWALKS
MONGOLIAN DRIVE	50'	150 LF	28' FACE TO FACE	5.0'
CARRIZO TERRACE	50'	507 LF	28' FACE TO FACE	5.0'
GARLOCK DRIVE	50'	2,000 LF	28' FACE TO FACE	5.0'
CATTLE POND ROAD	50'	315 LF	28' FACE TO FACE	5.0'
RIVER PLATEAU DRIVE	50'	796 LF	28' FACE TO FACE	5.0'
GARLOCK SLOPE DRIVE	50'	439 LF	28' FACE TO FACE	5.0'
SOUTHERN RANGE DRIVE	50'	300 LF	28' FACE TO FACE	5.0'

50' LOT: 80 LOTS – 80%
60' LOT: 20 LOTS – 20%

21-PP-012

DESIGNED BY:	DRAFTED BY:
CB	JSL

DATE

REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
North Office
Main Office
5501 West William Cannon Dr. 12120 IH 35 N, Ste. 600
Austin, Texas 78749 Austin, Texas 78753
Phone No. (512) 280-5160 www.cbdeng.com

SHEET NAME: PRELIMINARY PLAT 100 SCALE

JOB NAME: GARLOCK SUBDIVISION

PROJECT: PRELIMINARY PLAT

04/19/2022

STATE OF TEXAS
CHARLES R. BRIGANCE JR.
64346
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

DATE
OCT 2021

JOB NUMBER
5306

SHEET
3 OF 13

FILE PATH=J:\ACAD\5306\dwg\5306-PRELIM PLAN (SHTS 1-3).dwg - Apr 21, 2022 - 1:59pm

SCALE: 1"=100'

0 50 100 200

SCALE: 1" = 100'

LEGEND

	EASEMENT LINE
	100-YR FULLY DEVELOPED FLOODPLAIN
W	WATER LINE
WW	WASTEWATER LINE
FM	FORCE MAIN
	STORMSEWER LINE
	FORCEMAIN
	FIRE HYDRANT
	GATE VALVE
WL ESMT.	WATER LINE EASEMENT
WW ESMT.	WASTEWATER EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
L.E.	LANDSCAPE EASEMENT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT

PRV PRESSURE REDUCING VALVE

NOTES:
1. ALL WATER LINES ARE 8" UNLESS NOTED OTHERWISE.
2. ALL WASTEWATER LINES ARE 8" UNLESS NOTED OTHERWISE.
3. ALL SANITARY MANHOLES ARE 48" DIAMETER UNLESS NOTED OTHERWISE

WATER DEMAND:
AVERAGE DAILY FLOW:
280 GPD x 3.5 PEOPLE/HOME = 980 GAL/DAY/HOME
ADF = 980 GPD/LOT x 100 LOTS = 98,000 GPD
= 68 GPM.
PEAK DAILY FLOW:
1.3 GPM/LUE x 100 LUES = 130 GPM
PEAK HOUR FLOW:
2.2 GPM/LUE x 100 LUES = 220 GPM

HGL FULL: 1200' MSL
HGL 1/2 FULL: 1180' MSL
HIGHEST SERVICE ELEVATION: 887 MSL
LOWEST SERVICE ELEVATION: 843 MSL
HIGHEST SERVICE PRESSURE: (1200-843)/2.31 = 155 PSI
LOWEST SERVICE PRESSURE: (1180-887)/2.31 = 127 PSI

PRVS ARE REQUIRED AT ALL THREE WATER SYSTEM CONNECTION POINTS

21-PP-012

DESIGNED BY: CB
DRAFTED BY: JSL

DATE
REVISION

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SHEET NAME: PRELIMINARY WATER PLAN 100 SCALE
JOB NAME: GARLOCK SUBDIVISION
PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
CHARLES R. BRIGANCE JR.
64346
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

06-06-22

DATE OCT 2021
JOB NUMBER 5306
SHEET 4 OF 13

SCALE: 1"=100'

0 50 100 200

SCALE: 1" = 100'

TIE TO EXISTING 8" WWL FROM BLUFFVIEW PH 1

EXTEND FM TO PROPERTY BNDY FOR FUTURE EXT.

TIE TO PROPOSED 8" WWL FROM VALLEY VISTA EAST

LEGEND

	EASEMENT LINE
	100-YR FULLY DEVELOPED FLOODPLAIN
W W	WATER LINE
WW WW	WASTEWATER LINE
FM FM	FORCE MAIN
	STORMSEWER LINE
	FORCEMAIN
	FIRE HYDRANT
	GATE VALVE
WL ESMT.	WATER LINE EASEMENT
WW ESMT.	WASTEWATER EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
L.E.	LANDSCAPE EASEMENT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT

NOTES:
1. ALL WATER LINES ARE 8" UNLESS NOTED OTHERWISE.

2. ALL WASTEWATER LINES ARE 8" UNLESS NOTED OTHERWISE.

3. ALL SANITARY MANHOLES ARE 48" DIAMETER UNLESS NOTED OTHERWISE

NOTE:
LOTS 1-9 AND 21-32, BLOCK D SHALL UTILIZE PRESSURE SEWER TO CONNECT TO THE GRAVITY LINES.

FLOW TO VALLEY VISTA EAST:
GARLOCK: 43 LUES
VALLEY VISTA: 60 LUES
TOTAL: 103 LUES = 86 GPM
8" CAPACITY AT 0.50% SLOPE,
75% FULL = 350 GPM ok.
FLOW TO BLUFFVIEW 8" LINE:
GARLOCK: 59 LUES
BLUFFVIEW 8": 72 LUES
TOTAL: 131 LUES = 104 GPM ok
FLOW TO BLUFFVIEW 12" LINE:
GARLOCK: 59 LUES
BLUFFVIEW 12" : 513 LUES
TOTAL: 572 LUES = 430 LUES
12" CAPACITY AT 0.40% SLOPE,
75% FULL = 920 GPM ok

21-PP-012

DESIGNED BY: CB	DRAFTED BY: JSL

DATE

REVISION

Carlson, Brigance & Doering, Inc.
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SHEET NAME: PRELIMINARY WASTEWATER PLAN 100 SCALE

JOB NAME: GARLOCK SUBDIVISION

PROJECT: PRELIMINARY PLAT

04/19/2022

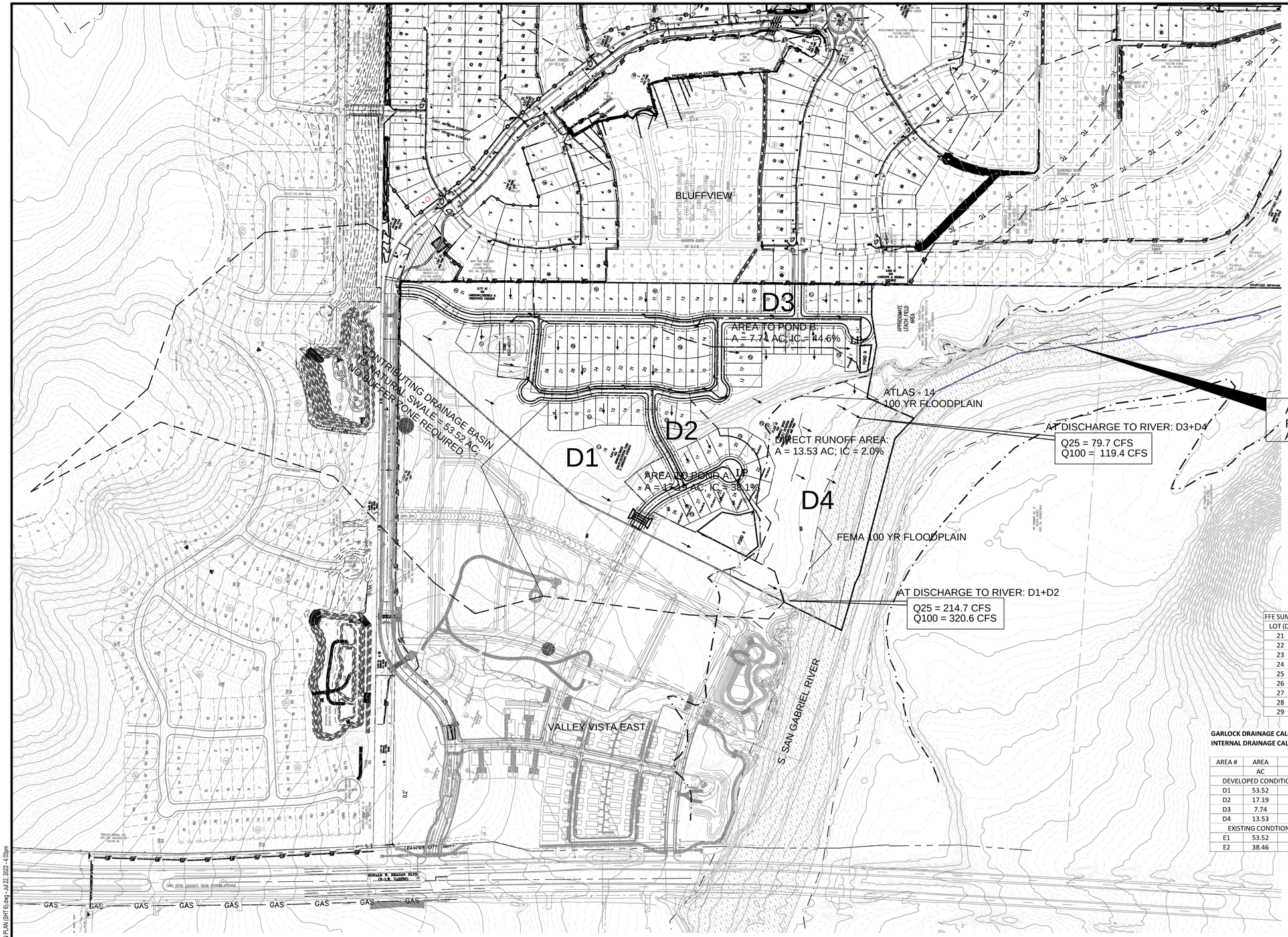
STATE OF TEXAS
CHARLES R. BRIGANCE JR.
64346
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

DATE OCT 2021

JOB NUMBER 5306

SHEET 5 OF 13

FILE PATH: J:\JOBS\5306\dwgs\5306-PRELIM WW & WW PLAN (SHT 4-5).dwg - Apr 21, 2022 - 1:09pm



SCALE: 1"=200'

0 100 200 400

SCALE: 1" = 200'

LEGEND

- D4 — DRAINAGE AREA NUMBER
- DRAINAGE BOUNDARY
- HP — HIGH POINT
- LP — LOW POINT
- EASEMENT LINE
- FLOW ARROW
- 100-YR FEMA FLOODPLAIN
- ATLAS 14 100 YR FLOODPLAIN

ANALYSIS POINT IN S. SAN GABRIEL RIVER HYDROGRAPH J066 AFFECTED SUB-AREA IS "077"

PONDS A AND B ARE WATER QUALITY PONDS REQUIRED BY TCEQ DUE TO LOCATION IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

ELEVATION CERTIFICATES SHALL BE PROVIDED FOR LOTS 21-23/D. MINIMUM FINISHED FLOOR ELEVATIONS (FFE) SHALL COMPLY WITH THE TABLE BELOW.

FFE SUMMARY				
LOT (D)	FEMA WSE	ATLAS 14 WSE	MIN LOT FFE	PROPOSED MIN FFE
21	838	839.1	841.1	842.5
22	838	839.1	841.1	842.5
23	838	839.1	841.1	842.5
24	838	839.1	841.1	842.6
25	838	839.1	841.1	842.6
26	838	839.1	841.1	842.7
27	838	839.1	841.1	842.8
28	838	839.1	841.1	842.8
29	838	839.1	841.1	842.9

GARLOCK DRAINAGE CALCULATIONS
INTERNAL DRAINAGE CALCULATIONS (RATIONAL METHOD-ATLAS 14 INTENSITIES)

AREA #	AREA	C 25	C 100	Tc	I 25	I 100	Q 25	Q 100
	AC			MIN	IN/HR	IN/HR	CFS	CFS
DEVELOPED CONDITIONS								
D1	53.52	0.50	0.57	30	5.58	7.35	149.4	224.3
D2	17.19	0.55	0.62	20	6.90	9.04	65.3	96.3
D3	7.74	0.60	0.67	15	7.92	10.34	36.8	53.6
D4	13.53	0.40	0.47	15	7.92	10.34	42.9	65.8
EXISTING CONDTIONS								
E1	53.52	0.45	0.52	30	5.58	7.35	134.4	204.6
E2	38.46	0.40	0.47	25	6.16	8.09	94.7	146.2

GARLOCK TRACT
HEC-HMS RESULTS IN THE S. SAN GABRIEL RIVER

	2 YEAR		10 YEAR		25 YEAR		100 YEAR	
HYDROGRAPH	**EXISTING**	**PROPOSED**	**EXISTING**	**PROPOSED**	**EXISTING**	**PROPOSED**	**EXISTING**	**PROPOSED**
O77	332.9	315.3	803.2	760.7	1174.7	1112.5	1864.3	1765.7
GARLOCK	n/a	50.1	n/a	95.8	n/a	129.9	n/a	190.6
JO66 ANALYSIS POINT	**14563.8**	**14563.5**	**35266.6**	**35266.1**	**51266.7**	**51264.3**	**86385.9**	**86378.9**

21-PP-012

DESIGNED BY: CB	DRAFTED BY: JSL
DATE	
REVISION	

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www.cbdeng.com

SHEET NAME: PRELIMINARY DEVELOPED CONDITIONS DRAINAGE PLAN

JOB NAME: GARLOCK SUBDIVISION

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
CHARLES R. BRIGANCE JR.
64346
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

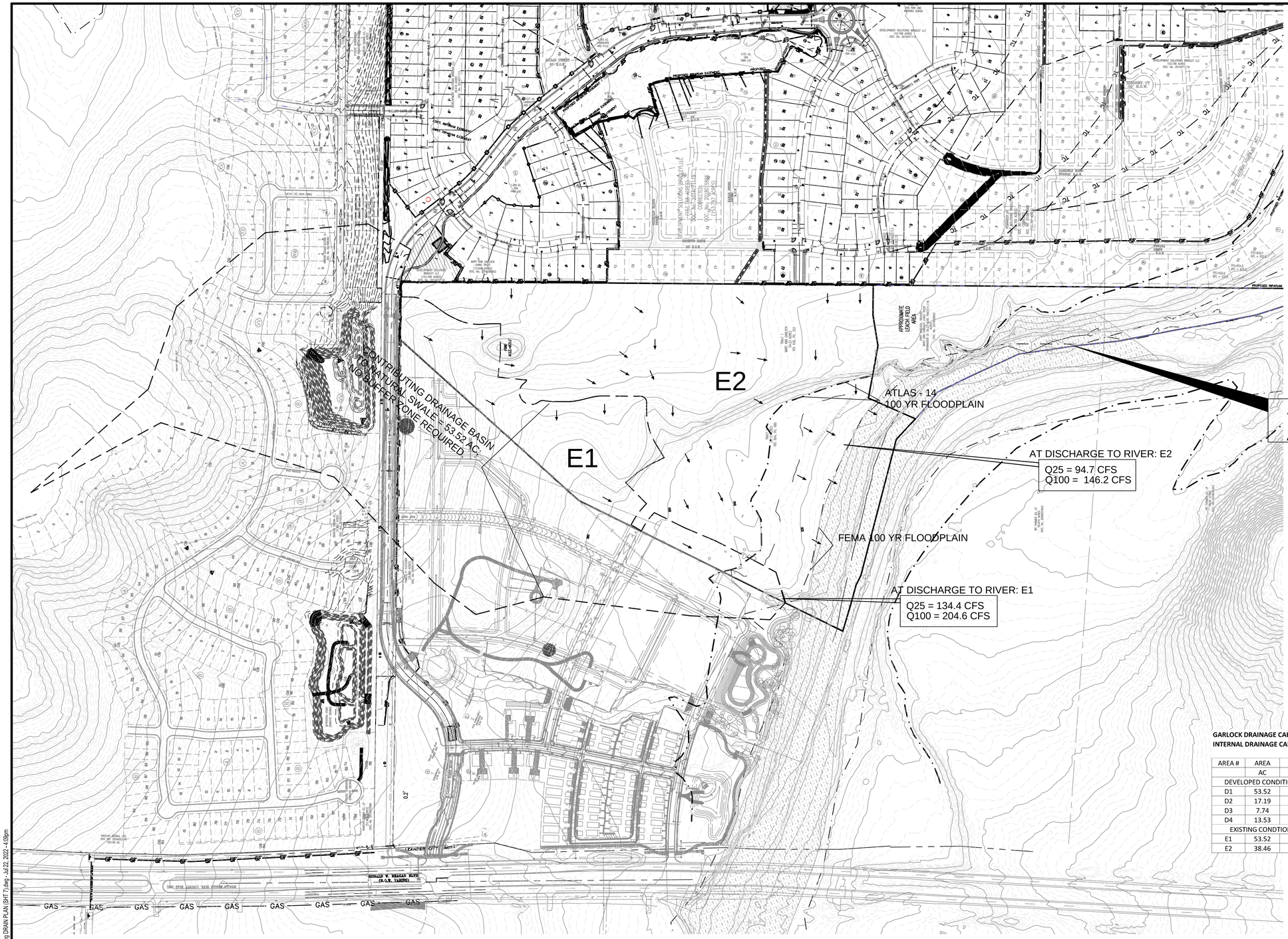
07-22-22

DATE OCT 2021

JOB NUMBER 5306

SHEET 6 OF 13

FILE PATH: J:\ACAD\5306\dwg\5306-PRELIM.DRAIN PLAN (SHT 6).dwg - Jul 22, 2022 - 4:03pm



SCALE: 1"=200'

0 100 200 400

SCALE: 1" = 200'

LEGEND

D4	DRAINAGE AREA NUMBER
	DRAINAGE BOUNDARY
HP	HIGH POINT
LP	LOW POINT
	EASEMENT LINE
	FLOW ARROW
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100 YR FLOODPLAIN

GARLOCK DRAINAGE CALCULATIONS
INTERNAL DRAINAGE CALCULATIONS (RATIONAL METHOD-ATLAS 14 INTENSITIES)

AREA #	AREA	C 25	C 100	Tc	I 25	I 100	Q 25	Q 100
	AC			MIN	IN/HR	IN/HR	CFS	CFS
DEVELOPED CONDITIONS								
D1	53.52	0.50	0.57	30	5.58	7.35	149.4	224.3
D2	17.19	0.55	0.62	20	6.90	9.04	65.3	96.3
D3	7.74	0.60	0.67	15	7.92	10.34	36.8	53.6
D4	13.53	0.40	0.47	15	7.92	10.34	42.9	65.8
EXISTING CONDTIONS								
E1	53.52	0.45	0.52	30	5.58	7.35	134.4	204.6
E2	38.46	0.40	0.47	25	6.16	8.09	94.7	146.2

GARLOCK TRACT
HEC-HMS RESULTS IN THE S. SAN GABRIEL RIVER

	2 YEAR		10 YEAR		25 YEAR		100 YEAR	
HYDROGRAPH	**EXISTING**	**PROPOSED**	**EXISTING**	**PROPOSED**	**EXISTING**	**PROPOSED**	**EXISTING**	**PROPOSED**
O77	332.9	315.3	803.2	760.7	1174.7	1112.5	1864.3	1765.7
GARLOCK	n/a	50.1	n/a	95.8	n/a	129.9	n/a	190.6
JO66 ANALYSIS POINT	**14563.8**	**14563.5**	**35266.6**	**35266.1**	**51266.7**	**51264.3**	**86385.9**	**86378.9**

21-PP-012

DESIGNED BY: CB	DRAFTED BY: JSL
DATE	
REVISION	

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SHEET NAME: PRELIMINARY EXISTING CONDITIONS DRAINAGE PLAN

JOB NAME: GARLOCK SUBDIVISION

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
CHARLES R. BRIGANCE JR.
64346
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

06-06-22

DATE: OCT 2021

JOB NUMBER: 5306

SHEET: 7 OF 13

FILE PATH: I:\AC3D\5306\dwg\5306-PRELIM Existing DRAIN PLAN (SHT 7).dwg - Jul 22, 2022 - 4:09pm

SCALE: 1"=100'

0 50 100 200

SCALE: 1" = 100'

TREE SURVEY DATE:
11/09/2020 - 12/15/2020

H - DESIGNATES HERITAGE TREE
[H] - DESIGNATES HERITAGE TREE TO BE REMOVED.
✳ - DESIGNATES SIGNIFICANT TREE TO BE REMOVED

TREE TO BE RETAINED

TREE TO BE REMOVED

HERITAGE TREE TO BE REMOVED

TREE OFFSITE (THAT WERE SURVEYED)

NOTE: IN THE EVENT OF A CONFLICT WITH TREE REMOVAL/PRESERVATION CALLOUTS ON THE PLAN SHEET(S) VERSUS THE TREE REMOVAL/PRESERVATION LIST, THE TREE LIST AND MITIGATION TABLE WILL APPLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY WITH CITY STAFF SHOULD ANY INCONSISTENCY EXIST WITHIN AN APPROVED PLAN SET. NO IN-FIELD CHANGES ARE MADE TO APPROVED PLANS, NO EXCEPTIONS.

21-PP-012

DESIGNED BY:	DRAFTED BY:
CB	JSL

REVISION	DATE

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www.cbdeng.com

SHEET NAME: PRELIMINARY TREE SURVEY 100 SCALE

JOB NAME: GARLOCK SUBDIVISION

PROJECT: PRELIMINARY PLAT

04/19/2022

STATE OF TEXAS
CHARLES R. BRIGANCE JR.
64346
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

DATE
OCT 2021

JOB NUMBER
5306

SHEET
8 OF 13

FILE PATH: J:\4CAD\5306\dwg\5306-PRELIM TREE SURVEY (SHTS 7-11).dwg - Apr 21, 2022 - 1:53pm

SCALE: 1"=100'

0 50 100 200

SCALE: 1" = 100'

TREE SURVEY DATE:
11/09/2020 - 12/15/2020

H - DESIGNATES HERITAGE TREE
H - DESIGNATES HERITAGE TREE TO BE REMOVED.
✳ - DESIGNATES SIGNIFICANT TREE TO BE REMOVED

HERITAGE TREE TO BE RETAINED

HERITAGE TREE TO BE REMOVED

NOTE: IN THE EVENT OF A CONFLICT WITH TREE REMOVAL/PRESERVATION CALLOUTS ON THE PLAN SHEET(S) VERSUS THE TREE REMOVAL/PRESERVATION LIST, THE TREE LIST AND MITIGATION TABLE WILL APPLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY WITH CITY STAFF SHOULD ANY INCONSISTENCY EXIST WITHIN AN APPROVED PLAN SET. NO IN-FIELD CHANGES ARE MADE TO APPROVED PLANS, NO EXCEPTIONS.

21-PP-012

DESIGNED BY: CB	DRAFTED BY: ISL
DATE	REVISION

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SHEET NAME: HERITAGE TREE SURVEY 100 SCALE

JOB NAME: GARLOCK SUBDIVISION

PROJECT: PRELIMINARY PLAT

04/19/2022

STATE OF TEXAS
CHARLES R. BRIGANCE JR.
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LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

DATE: OCT 2021

JOB NUMBER: 5306

SHEET: 9 OF 13

FILE PATH: J:\AC3D\5306\dwg\5306-PRELIM TREE SURVEY (SHTS 1-11).dwg - Apr 21, 2022 - 1:51pm

Tree #	Tree Description	Caliper (inches)	Removed (inches)	Protected (inches)	Heritage 26"-< (inches)	Significant 8"-18" (inches)	Significant 18.5"-25.5" (inches)	Reason for Removal
75286	H LIVE OAK	39		39	39			
75287	LIVE OAK	11		11		11		
75288	LIVE OAK	20		20			20	
75289 multi	LIVE OAK	22		22			22	
	LIVE OAK	20		20			20	
	LIVE OAK	19		19			19	
	LIVE OAK	18		18		18		
	LIVE OAK	16		16		16		
	LIVE OAK	9		9		9		
75290 multi	CEDAR ELM	8		8		8		
	CEDAR ELM	7						
	CEDAR ELM	6						
75291 multi	CEDAR ELM	9		9		9		
	CEDAR ELM	7						
	CEDAR ELM	6						
75292	LIVE OAK	13		13		13		
75293 multi	LIVE OAK	15		15		15		
	LIVE OAK	14		14		14		
75294	ELM	19		19		19		
75295 multi	LIVE OAK	19		19		19		
	LIVE OAK	13		13		13		
75296 multi	LIVE OAK	16		16		16		
	LIVE OAK	13		13		13		
75297	H LIVE OAK	33		33	33			
75298	LIVE OAK	24		24			24	
75299	H LIVE OAK	36		36	36			
75300	H LIVE OAK	32		32	32			
75301	H LIVE OAK	26		26	26			
75302 multi	LIVE OAK	6						
	LIVE OAK	4						
	LIVE OAK	3						
	LIVE OAK	3						
75303	LIVE OAK	12		12		12		
75304	LIVE OAK	8		8		8		
75305	LIVE OAK	10		10		10		
75306	LIVE OAK	12		12		12		
75307	H LIVE OAK	30		30	30			
75308 multi	ELM	7						
	ELM	11		11		11		
75309 multi	H LIVE OAK	26		26	26			
	H LIVE OAK	32		32	32			
	H LIVE OAK	44		44	44			
75310	H LIVE OAK	34		34	34			
75311	✳ LIVE OAK	18	18			18		IN R.O.W.
	✳ LIVE OAK	19	19				19	IN R.O.W.
75312	✳ LIVE OAK	23	23				23	IN R.O.W.
	✳ LIVE OAK	19	19				19	IN R.O.W.
75313	✳ LIVE OAK	3	3					IN R.O.W.
	✳ LIVE OAK	8	8			8		IN R.O.W.
75314	H ✳ LIVE OAK	31	31		31			IN R.O.W.
	✳ LIVE OAK	16	16			16		IN R.O.W.
	✳ LIVE OAK	14	14			14		IN R.O.W.
75315	H LIVE OAK	42		42	42			
75316 multi	LIVE OAK	10		10		10		
	LIVE OAK	8		8		8		
75317 multi	LIVE OAK	7						
	LIVE OAK	6						
75318 multi	CEDAR ELM	9		9		9		
	LIVE OAK	7						
75319 multi	LIVE OAK	7						
	LIVE OAK	3						
75320	LIVE OAK	13		13		13		
75321 multi	LIVE OAK	8		8		8		
	LIVE OAK	4						

Tree #	Tree Description	Caliper (inches)	Removed (inches)	Protected (inches)	Heritage 26"-< (inches)	Significant 8"-18" (inches)	Significant 18.5"-25.5" (inches)	Reason for Removal
75322	LIVE OAK	8		8		8		
75323	H LIVE OAK	40		40	40			
75324	ELM	11		11		11		
75325	H LIVE OAK	27		27	27			
75326	LIVE OAK	22		22			22	
75327 multi	LIVE OAK	13		13		13		
	LIVE OAK	12		12		12		
75328 multi	LIVE OAK	12		12		12		
	LIVE OAK	9		9		9		
75329 multi	LIVE OAK	9		9		9		
	LIVE OAK	9		9		9		
75330	LIVE OAK	10		10		10		
75331	LIVE OAK	23		23			23	
75332	LIVE OAK	13		13		13		
75333	LIVE OAK	18		18		18		
75334	H LIVE OAK	33		33	33			
75335	H LIVE OAK	46		46	46			
75338 multi	LIVE OAK	6						
	LIVE OAK	6						
75339 multi	LIVE OAK	8		8		8		
	LIVE OAK	4						
75340 multi	ELM	11		11		11		
	ELM	10		10		10		
75341 multi	LIVE OAK	24		24			24	
	LIVE OAK	21		21			21	
	LIVE OAK	18		18		18		
75342	H LIVE OAK	31		31	31			
75343	H LIVE OAK	28		28	28			
75344 multi	✳ LIVE OAK	19	19				19	IN R.O.W.
	✳ LIVE OAK	17	17			17		IN R.O.W.
75345	✳ LIVE OAK	18	18			18		IN R.O.W.
75346	✳ ELM	12	12			12		IN R.O.W.
75347 multi	✳ LIVE OAK	25	25				25	IN R.O.W.
	✳ LIVE OAK	18	18			18		IN R.O.W.
75348	H POST OAK	34		34	34			
75349	POST OAK	21		21			21	
75350	BLACK WALNUT	13		13		13		
75351 multi	✳ BLACK WALNUT	8	8			8		IN R.O.W.
	✳ BLACK WALNUT	6	6					IN R.O.W.
	✳ BLACK WALNUT	5	5					IN R.O.W.
75352	✳ BLACK WALNUT	9	9			9		IN R.O.W.
75353	✳ LIVE OAK	23	23				23	IN R.O.W.
75354 multi	LIVE OAK	8		8		8		
	LIVE OAK	4						
75355	LIVE OAK	15		15		15		
75356 multi	LIVE OAK	6						
	LIVE OAK	6						
	LIVE OAK	5						
	LIVE OAK	3						
	LIVE OAK	3						
75357	ELM	13		13		13		
75358	BLACK WALNUT	10		10		10		
75359	BLACK WALNUT	12		12		12		
75360	BLACK WALNUT	8		8		8		
75361	BLACK WALNUT	10		10		10		
75362	BLACK WALNUT	12		12		12		
75363	BLACK WALNUT	9		9		9		
75364	BLACK WALNUT	11		11		11		
75365	BLACK WALNUT	11		11		11		
75366	BLACK WALNUT	10		10		10		
75367	BLACK WALNUT	10		10		10		
75368	H LIVE OAK	35		35	35			
75369	H LIVE OAK	27		27	27			
75370	H LIVE OAK	27		27	27			

Tree #	Tree Description	Caliper (inches)	Removed (inches)	Protected (inches)	Heritage 26"-< (inches)	Significant 8"-18" (inches)	Significant 18.5"-25.5" (inches)	Reason for Removal
75371	H LIVE OAK	53	53					
75372	ELM	16		16		16		
75373 multi	LIVE OAK	7						
	LIVE OAK	5						
75374	LIVE OAK	11		11		11		
75375	LIVE OAK	9		9		9		
75376 multi	LIVE OAK	10		10		10		
	LIVE OAK	6						
75377	ELM	12		12		12		
75378	ELM	9		9		9		
75379 multi	ELM	7						
	ELM	5						
75380	ELM	10		10		10		
75381 multi	ELM	9		9		9		
	ELM	5						
75382	ELM	10		10		10		
75383	LIVE OAK	9		9		9		
75384	LIVE OAK	8		8		8		
75385	LIVE OAK	8		8		8		
75386	H LIVE OAK	32		32	32			
75389	✳ ASH	18	18			18		WQ POND
75390	✳ ASH	15	15			15		WQ POND
75391 multi	✳ ASH	7	7					WQ POND
	✳ ASH	9	9			9		WQ POND
	✳ ASH	5	5					WQ POND
75392 multi	✳ ASH	7	7					WQ POND
	✳ ASH	6	6					WQ POND
75393	✳ ASH	10	10			10		WQ POND
75394	✳ ASH	9	9			9		WQ POND
75395	✳ ASH	13	13			13		WQ POND
75396	✳ ASH	10	10			10		WQ POND
75397	✳ ASH	12	12			12		WQ POND
75398	✳ ASH	10	10			10		WQ POND
75399	✳ ASH	13	13			13		WQ POND
75400	✳ ASH	8	8			8		WQ POND
75401	✳ ASH	9	9			9		WQ POND
75402	✳ ASH	10	10			10		WQ POND
75403	✳ ASH	12	12			12		WQ POND
75404	✳ ASH	9	9			9		WQ POND
75405	✳ ASH	11	11			11		WQ POND
75406	✳ ASH	11	11			11		WQ POND
75407	✳ ASH	21	21				21	WQ POND
75408	✳ ASH	12	12			12		WQ POND
75409	✳ ASH	12	12			12		WQ POND
75410	✳ ASH	11	11			11		WQ POND
75411	✳ ASH	10	10			10		WQ POND
75412	✳ ELM	10	10			10		WQ POND
75413	✳ ELM	14	14			14		WQ POND
75414	✳ ASH	15	15			15		WQ POND
75415	✳ ASH	8	8			8		WQ POND
75416	✳ ASH	10	10			10		WQ POND
75417	✳ ASH	8	8			8		WQ POND
75418	✳ ASH	12	12			12		WQ POND
75419 multi	✳ ASH	9	9			9		WQ POND
	✳ ASH	5	5					WQ POND
75420	✳ ASH	8	8			8		WQ POND
75421	✳ ELM	13	13			13		WQ POND
75422	✳ ELM	11	11			11		WQ POND
75423	✳ ELM	10	10			10		WQ POND
75424	✳ ELM	10	10			10		WQ POND
75425	ELM	11		11		11		
75426	✳ ELM	14	14			14		WQ POND
75427	✳ ELM	18	18			18		WQ POND
75428	ASH	9		9		9		

Tree #	Tree Description	Caliper (inches)	Removed (inches)	Protected (inches)	Heritage 26"-< (inches)	Significant 8"-18" (inches)	Significant 18.5"-25.5" (inches)	Reason for Removal
75429	✳ ASH	11	11			11		WQ POND
75430	✳ ASH	10	10			10		WQ POND
75431	✳ ASH	10	10			10		WQ POND
75432	ELM	13		13		13		
75433	ELM	13		13		13		
75434	ELM	15		15		15		
75435	ELM	15		15		15		
75436	ASH	10		10		10		
75437	ASH	10		10		10		
75438	ASH	9		9		9		
75439	ASH	14		14		14		
75440	ASH	9		9		9		
75441	✳ ASH	14	14			14		WQ POND
75442	✳ ASH	11	11			11		WQ POND
75443	✳ ASH	10	10			10		WQ POND
75444 multi	✳ ASH	7	7					WQ POND
	✳ ASH	2	2					WQ POND
75445	ASH	8		8		8		
75446	✳ ASH	10	10			10		WQ POND
75447	✳ ASH	9	9			9		WQ POND
75448	✳ ASH	8	8			8		WQ POND
75449	✳ ASH	9	9			9		WQ POND
75454	ASH	10		10		10		
75455 multi	ELM	6						
	ELM	5						
	ELM	2						
75456	ELM	16		16		16		
75457	ELM	12		12		12		
75458	ELM	11		11		11		
75459	ASH	11		11		11		
75460	LIVE OAK	18		18		18		
75461 multi	LIVE OAK	7						
	LIVE OAK	5						
	LIVE OAK	9		9		9		
75462 multi	LIVE OAK	15		15		15		
	LIVE OAK	15		15		15		
	LIVE OAK	5						
75463 multi	LIVE OAK	24		24			24	
	LIVE OAK	13		13		13		
75464	ELM	8		8		8		
75465	PECAN	11		11		11		
75466	LIVE OAK	15		15		15		
75467	LIVE OAK	16		16		16		
75468	LIVE OAK	19		19			19	
75469	LIVE OAK	20		20			20	
75470	LIVE OAK	15		15		15		
75471	LIVE OAK	12		12		12		
75472	H LIVE OAK	40		40	40			
75473 multi	LIVE OAK	15		15		15		
	LIVE OAK	16		16		16		
75474 multi	LIVE OAK	10		10		10		
	LIVE OAK	18		18		18		
	LIVE OAK	14		14		14		
	LIVE OAK	19		19			19	
	LIVE OAK	10		10		10		
	LIVE OAK	12		12		12		
75475	✳ LIVE OAK	11	11			11		WQ POND
75476	LIVE OAK	15		15		15		
75477	LIVE OAK	16		16		16		
75478	LIVE OAK	19		19			19	
75479	LIVE OAK	18		18		18		
75480	LIVE OAK	8		8		8		
75481	LIVE OAK	17		17		17		
75482 multi	LIVE OAK	14		14		14		

Tree #	Tree Description	Caliper (inches)	Removed (inches)	Protected (inches)	Heritage 26"-< (inches)	Significant 8"-18" (inches)	Significant 18.5"-25.5" (inches)	Reason for Removal
75482 multi	LIVE OAK	14		14		14		
75483	LIVE OAK	12		12		12		
75484 multi	LIVE OAK	16		16		16		
	LIVE OAK	9		9		9		
75485 multi	BLACK WALNUT	5						
	BLACK WALNUT	5						
	BLACK WALNUT	8		8		8		
75486	H LIVE OAK	43		43	43			
75487	ELM	9		9		9		
75488	LIVE OAK	11		11		11		
75489	LIVE OAK	8		8		8		
75490	LIVE OAK	15		15		15		
75491	LIVE OAK	10		10		10		
75492 multi	LIVE OAK	11		11		11		
	LIVE OAK	19		19			19	
75493 multi	LIVE OAK	8		8		8		
	LIVE OAK	15		15		15		
75494	H LIVE OAK	29		29	29			
75495 multi	LIVE OAK	13		13		13		
	ELM	10		10		10		
75496	ELM	13		13		13		
75497	ELM	10		10		10		
75498	ELM	13		13		13		
75499 multi	LIVE OAK	8		8		8		
	LIVE OAK	6						
75500 multi	LIVE OAK	4						
	LIVE OAK	6						
75501 multi	LIVE OAK	3						
	LIVE OAK	6						
	LIVE OAK	2						
	LIVE OAK	7						
	LIVE OAK	3						
75502	H LIVE OAK	36		36	36			
75503	LIVE OAK	21		21			21	
75504	LIVE OAK	20		20			20	
75505	LIVE OAK	23		23			23	
75506	✳ LIVE OAK	19	19				19	IN R.O.W.
75507	✳ LIVE OAK	13	13			13		IN R.O.W.
75508 multi	✳ ELM	21	21				21	IN R.O.W.
	✳ ELM	17	17			17		IN R.O.W.
75509	ELM	10		10		10		
75510	ELM	11		11		11		
75511	LIVE OAK	17		17		17		
75512	LIVE OAK	11		11		11		

H - DESIGNATES HERITAGE TREE

H - DESIGNATES HERITAGE TREE TO BE REMOVED.

✳ - DESIGNATES SIGNIFICANT TREE TO BE REMOVED

TREE TO BE RETAINED

TREE TO BE REMOVED

HERITAGE TREE TO BE REMOVED

TREE OFFSITE (THAT WERE SURVEYED)

(SEE SHEET 11 OF 12 TREE LIST FOR TREE MITIGATION CALCULATIONS)

NOTE: IN THE EVENT OF A CONFLICT WITH TREE REMOVAL/PRESERVATION CALLOUTS ON THE PLAN SHEET(S) VERSUS THE TREE REMOVAL/PRESERVATION LIST, THE TREE LIST AND MITIGATION TABLE WILL APPLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY WITH CITY STAFF SHOULD ANY INCONSISTENCY EXIST WITHIN AN APPROVED PLAN SET. NO IN-FIELD CHANGES ARE MADE TO APPROVED PLANS, NO EXCEPTIONS.

21-PP-012

DESIGNED BY: CB

DRAFTED BY: JSL

DATE

REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749
North Office: 12129 RR 620 N., Ste. 600 Austin, Texas 78750
Phone No. (512) 280-5160
www.cbdeng.com

SHEET NAME: TREE LIST (1 OF 3)

JOB NAME: GARLOCK SUBDIVISION

PROJECT: PRELIMINARY PLAT

04/19/2022

STATE OF TEXAS
CHARLES R. BRIGANCE JR.
64346
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

DATE
OCT 2021

JOB NUMBER
5306

SHEET
10 OF 13

FILE PATH:J:\ACD\5306\dwg\5306-PRELIM TREE SURVEY (SHTS 7-11).dwg- Apr 21, 2022 - 1:45pm

Tree #	Tree Description	Caliper (inches)	Removed (inches)	Protected (inches)	Heritage 26" < (inches)	Significant 8"-18" (inches)	Significant 18.5"-25.5" (inches)	Reason for Removal
75513 multi	LIVE OAK	12		12		12		
	LIVE OAK	11		11		11		
75514 multi	LIVE OAK	3						
	LIVE OAK	6						
	LIVE OAK	10		10		10		
75515 multi	LIVE OAK	4						
	LIVE OAK	5						
	LIVE OAK	8		8		8		
	LIVE OAK	5						
	LIVE OAK	8		8		8		
	LIVE OAK	3						
75516 multi	LIVE OAK	8		8		8		
	LIVE OAK	5						
	LIVE OAK	7						
	LIVE OAK	8		8		8		
75517 multi	LIVE OAK	5						
	LIVE OAK	5						
	LIVE OAK	4						
75518 multi	LIVE OAK	6						
	LIVE OAK	4						
75519	LIVE OAK	8		8		8		
75520 multi	LIVE OAK	8		8		8		
	LIVE OAK	8		8		8		
75521	LIVE OAK	11		11		11		
75522	LIVE OAK	9		9		9		
75523 multi	LIVE OAK	7						
	LIVE OAK	3						
75524	ELM	8		8		8		
75525 multi	LIVE OAK	7						
	LIVE OAK	2						
75526 multi	LIVE OAK	6						
	LIVE OAK	8		8		8		
75527 multi	LIVE OAK	13		13		13		
	LIVE OAK	12		12		12		
75528 multi	LIVE OAK	5						
	LIVE OAK	10		10		10		
	LIVE OAK	12		12		12		
75532	LIVE OAK	22		22			22	
75533 multi	ELM	22		22			22	
	ELM	15		15		15		
75534	ELM	16		16		16		
75535	ELM	14		14		14		
75536	ELM	15		15		15		
75537 multi	LIVE OAK	10		10		10		
	LIVE OAK	7						
75538	ELM	11		11		11		
75539	ELM	12		12		12		
75540	ELM	12		12		12		
75541	ELM	12		12		12		
75542	ELM	12		12		12		
75543	ELM	12		12		12		
75544	ELM	15		15		15		
75545	ELM	11		11		11		
75546	ELM	13		13		13		
75547	ELM	8		8		8		
75548	ELM	11		11		11		
75549	ELM	16		16		16		
75550	ELM	15		15		15		
75551 multi	ELM	7						
	ELM	5						
75552	ELM	17		17		17		
75553 multi	LIVE OAK	8		8		8		
	LIVE OAK	4						
75554	ELM	11		11		11		

Tree #	Tree Description	Caliper (inches)	Removed (inches)	Protected (inches)	Heritage 26" < (inches)	Significant 8"-18" (inches)	Significant 18.5"-25.5" (inches)	Reason for Removal
75555	ELM	9		9		9		
75556 multi	ELM	11		11		11		
	ELM	10		10		10		
	ELM	7						
75577	ELM	11		11		11		
75581	✳ ELM	12	12			12		WQ POND
75582 multi	✳ ELM	7	7					WQ POND
	✳ ELM	7	7					WQ POND
75583	ELM	15		15		15		
75584	ELM	10		10		10		
75585 multi	ELM	11		11		11		
	ELM	8		8		8		
75586	LIVE OAK	11		11		11		
75587	LIVE OAK	11		11		11		
75588	LIVE OAK	11		11		11		
75589	LIVE OAK	9		9		9		
75590	LIVE OAK	13		13		13		
75591	LIVE OAK	8		8		8		
75592	LIVE OAK	11		11		11		
75593	LIVE OAK	14		14		14		
75594	ELM	13		13		13		
75595 multi	ELM	14		14		14		
	ELM	8		8		8		
75596 multi	ELM	13		13		13		
	ELM	12		12		12		
75597	LIVE OAK	7						
75598	LIVE OAK	3						
75599 multi	ELM	8		8		8		
	ELM	5						
	ELM	3						
75600 multi	ELM	8		8		8		
	ELM	2						
75601 multi	ELM	17		17		17		
	ELM	17		17		17		
75602	ELM	19		19			19	
75603 multi	ELM	8		8		8		
	ELM	5						
75604	ELM	13		13		13		
75605	ELM	10		10		10		
75606	LIVE OAK	22		22			22	
75607	LIVE OAK	18		18		18		
75608	ELM	17		17		17		
75609	ELM	10		10		10		
75610 multi	ELM	14		14		14		
	ELM	14		14		14		
75611 multi	ELM	18		18		18		
	ELM	23		23			23	
75612	ELM	12		12		12		
75613	ELM	19		19			19	
75614	ELM	13		13		13		
75615	ELM	23		23			23	
75616	ELM	17		17		17		
75617 multi	ELM	13		13		13		
	ELM	16		16		16		
75618	ELM	14		14		14		
75619	ELM	16		16		16		
75620	ELM	19		19			19	
75621	ELM	13		13		13		
75622	ELM	12		12		12		
75623 multi	LIVE OAK	10		10		10		
	LIVE OAK	8		8		8		
75624 multi	LIVE OAK	9		9		9		
	LIVE OAK	5						
	LIVE OAK	2						

Tree #	Tree Description	Caliper (inches)	Removed (inches)	Protected (inches)	Heritage 26" < (inches)	Significant 8"-18" (inches)	Significant 18.5"-25.5" (inches)	Reason for Removal
75624 multi	LIVE OAK	2						
75625	ELM	15		15		15		
75626	H ELM	29		29	29			
75627	ELM	10		10		10		
75630	ASH	12		12		12		
75631	ASH	8		8		8		
75632	✳ ASH	9	9			9		IN R.O.W.
75633	✳ ASH	8	8			8		IN R.O.W.
75634	✳ ASH	13	13			13		IN R.O.W.
75635	✳ ASH	10	10			10		IN R.O.W.
75636	✳ ASH	9	9			9		IN R.O.W.
75637	✳ ASH	12	12			12		IN R.O.W.
75638	✳ ASH	10	10			10		IN R.O.W.
75639	✳ ASH	10	10			10		IN R.O.W.
75640	✳ ASH	13	13			13		IN R.O.W.
75641	✳ ASH	9	9			9		IN R.O.W.
75642	✳ ASH	8	8			8		IN R.O.W.
75643	✳ ASH	9	9			9		IN R.O.W.
75644	✳ ASH	10	10			10		IN R.O.W.
75645	ASH	9		9		9		
75646	ELM	11		11		11		
75647	✳ ASH	12	12			12		IN R.O.W.
75648	✳ ASH	8	8			8		IN R.O.W.
75649	✳ ASH	8	8			8		IN R.O.W.
75650	✳ ELM	15	15			15		IN R.O.W.
75651	✳ ELM	13	13			13		IN R.O.W.
75652	✳ ASH	15	15			15		IN R.O.W.
75653	✳ ASH	9	9			9		IN R.O.W.
75654	ASH	11	11			11		
75655	ASH	10		10		10		
75656	ASH	9		9		9		IN D.E.
75657	ASH	10		10		10		
75658	ASH	14		14		14		
75659	✳ ASH	14	14			14		IN D.E.
75660	✳ ASH	14	14			14		IN D.E.
75661	✳ ASH	10	10			10		IN D.E.
75662	✳ ASH	10	10			10		IN D.E.
75663	ASH	12		12		12		
75664	ASH	9		9		9		
75665	ASH	8		8		8		
75666	ASH	9		9		9		
75667	✳ ASH	8	8			8		WQ POND
75668	✳ ASH	11	11			11		WQ POND
75669	✳ ASH	12	12			12		WQ POND
75670	✳ ASH	9	9			9		WQ POND
75671	✳ ASH	9	9			9		WQ POND
75672	✳ ASH	10	10			10		WQ POND
75673	✳ ASH	11	11			11		WQ POND
75767	LIVE OAK	8		8		8		
75768	LIVE OAK	10		10		10		
75769	ELM	12		12		12		
75770	ELM	11		11		11		
75771	LIVE OAK	11		11		11		
75772	LIVE OAK	8		8		8		
75773 multi	LIVE OAK	10		13		13		
	LIVE OAK	8		8		8		
	LIVE OAK	8		8		8		
75774 multi	LIVE OAK	8		8		8		
	LIVE OAK	7						
	LIVE OAK	6						
	LIVE OAK	6						
	LIVE OAK	4						
	LIVE OAK	3						
75775 multi	LIVE OAK	23		23			23	

Tree #	Tree Description	Caliper (inches)	Removed (inches)	Protected (inches)	Heritage 26" < (inches)	Significant 8"-18" (inches)	Significant 18.5"-25.5" (inches)	Reason for Removal
75775 multi	ELM	19		19		19		
75776 multi	LIVE OAK	11		11		11		
	LIVE OAK	7						
	LIVE OAK	10		10		10		
	LIVE OAK	7						
	LIVE OAK	5						
	LIVE OAK	4						
75777 multi	LIVE OAK	10		10		10		
	LIVE OAK	7						
	LIVE OAK	8		8		8		
75778 multi	ELM	10		10		10		
	ELM	9		9		9		
75779	LIVE OAK	19		19			19	
75780	ELM	15		15		15		
75781	ELM	8		8		8		
75782	ELM	8		8		8		
75783 multi	ELM	17		17		17		
	ELM	12		12		12		
	ELM	12		13		12		
	ELM	10		10		10		
75784	ELM	14		14		14		
75785	LIVE OAK	14		14		14		
75786 multi	ELM	8		8		8		
	ELM	3						
75787 multi	ELM	6						
	ELM	6						
	ELM	5						
75788 multi	ELM	10		10		10		
	ELM	8		8		8		
75789	ELM	14		14		14		
75790	ELM	8		8		8		
75791	ELM	14		14		14		
75792 multi	ELM	9		9		9		
	ELM	2						
75793	ELM	11		11		11		
75794 multi	ELM	7						
	ELM	7						
75795	ELM	10		10		10		
	ELM	11		11		11		
75796 multi	ELM	7						
	ELM	5						
	ELM	5						
	ELM	4						
75797 multi	ELM	8		8		8		
	ELM	7						
	ELM	7						
	ELM	6						
75798 multi	ELM	8		8		8		
	ELM	4						
	ELM	4						
	ELM	3						
75799 multi	ELM	9		9		9		
	ELM	7						
	ELM	6						
75800	ELM	10		10		10		
75801	ELM	16		16		16		
75802	ELM	13		13		13		
75803	ELM	11		11		11		
75804 multi	ELM	11		11		11		
	ELM	10		10		10		
	ELM	6						
	ELM	7						
	ELM	4						
75805 multi	LIVE OAK	33		33	33			

Tree #	Tree Description	Caliper (inches)	Removed (inches)	Protected (inches)	Heritage 26" < (inches)	Significant 8"-18" (inches)	Significant 18.5"-25.5" (inches)	Reason for Removal
75805 multi	LIVE OAK	10		10		10		
75806 multi	LIVE OAK	10		10		10		
	LIVE OAK	8		8		8		
75807	ELM	15		15		15		
75808	ELM	10		10		10		
75809 multi	ELM	8		8		8		
	ELM	4						
75810 multi	LIVE OAK	10		10		10		
	LIVE OAK	10		10		10		
	LIVE OAK	3						
	LIVE OAK	4						
75811	ELM	10		10		10		
75812	ELM	12		12		12		
75813 multi	LIVE OAK	17		17		17		
	LIVE OAK	7						
75814	ELM	19		19			19	
75815	ELM	17		17		17		
75816	CHINQUAPIN OAK	8		8		8		
75817	✳ LIVE OAK	11	11			11		IN R.O.W.
75818	✳ LIVE OAK	11	11			11		IN R.O.W.
75819 multi	✳ ELM	7	7					IN R.O.W.
	✳ ELM	15	15			15		IN R.O.W.
75820	✳ ELM	15	15			15		IN R.O.W.
75821	ELM	9		9		9		
75822	ELM	10		10		10		
75823 multi	MESQUITE	16		16		16		
	MESQUITE	8		8		8		
75824	✳ ELM	10	10			10		IN P.U.E.
75825	CEDAR	11		11		11		
75826	CEDAR	23		23			23	
75827	ELM	10		10		10		
75828 multi	ELM	6						
	ELM	6						
75829	ELM	9		9		9		
76830	ELM	10		10		10		
75831	ELM	8		8		8		
75832	ELM	9		9		9		
75833	ELM	9		9		9		
75834 multi	MESQUITE	10		10		10		
	MESQUITE	10		10		10		
	MESQUITE	11		11		11		
75835	MESQUITE	9		9		9		
75836	MESQUITE	9		9		9		

H - DESIGNATES HERITAGE TREE

H - DESIGNATES HERITAGE TREE TO BE REMOVED.

✳ - DESIGNATES SIGNIFICANT TREE TO BE REMOVED

TREE TO BE RETAINED

TREE TO BE REMOVED

HERITAGE TREE TO BE REMOVED

TREE OFFSITE (THAT WERE SURVEYED)

(SEE SHEET 11 OF 12 TREE LIST FOR TREE MITIGATION CALCULATIONS)

NOTE: IN THE EVENT OF A CONFLICT WITH TREE REMOVAL/PRESERVATION CALLOUTS ON THE PLAN SHEET(S) VERSUS THE TREE REMOVAL/PRESERVATION LIST, THE TREE LIST AND MITIGATION TABLE WILL APPLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY WITH CITY STAFF SHOULD ANY INCONSISTENCY EXIST WITHIN AN APPROVED PLAN SET. NO IN-FIELD CHANGES ARE MADE TO APPROVED PLANS, NO EXCEPTIONS.

21-PP-012

DESIGNED BY: CB

DRAFTED BY: ISL

DATE

REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. 78749
North Office: 12129 Rivera Rd. Suite 600, Austin, Texas 78750
Phone No. (512) 280-5160
www.cbdeng.com

SHEET NAME: TREE LIST

JOB NAME: GARLOCK SUBDIVISION

PROJECT: PRELIMINARY PLAT

04/19/2022

STATE OF TEXAS
CHARLES R. BRIGANCE JR.
64346
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

DATE
OCT 2021

JOB NUMBER
5306

SHEET
11 OF 13

FILE PATH: J:\ACAD\5306\dwg\5306-PRELIM TREE SURVEY (SHTS 1-11).dwg - Apr 21, 2022 - 1:48pm

	Tree Table								
Tree #		Tree Description	Caliper (inches)	Removed (inches)	Protected (inches)	Heritage 26"- < (inches)	Significant 8"-18" (inches)	Significant 18.5"-25.5" (inches)	Reason for Removal
75837 multi		ELM	7						
		ELM	5						
75839 multi		ELM	9		9		9		
		ELM	5						
75840		ELM	8		8		8		
75841 multi		ELM	12		12		12		
		ELM	11		11		11		
75842		ELM	13		8		8		
75843		ELM	12		12		12		
75844		ELM	17		17		17		
75845		LIVE OAK	16		16		16		
75846	H	LIVE OAK	27		27	27			
75847	H	LIVE OAK	27		27	27			
75848		LIVE OAK	11		11		11		
75849		ELM	10		10		10		
75850 multi		ELM	7						
		ELM	7						
		ELM	6						
		ELM	6						
		ELM	5						
75851		ELM	16		16		16		
75852 multi		LIVE OAK	7						
		LIVE OAK	4						
75853		LIVE OAK	14		14		14		
75854 multi		LIVE OAK	7						
		LIVE OAK	7						
76078		ELM	18		18		18		
76079		LIVE OAK	12		12		12		
76080		MESQUITE	16		16		16		
76081 multi		SHUMARD OAK	8		8		8		
		SHUMARD OAK	8		8		8		
76082 multi		LIVE OAK	8		8		8		
		LIVE OAK	8		8		8		
		LIVE OAK	8		8		8		
		LIVE OAK	5						
76088		LIVE OAK	8		8		8		
76110 multi	✳	ELM	18	18			18		DRIVEWAY
	✳	ELM	17	17			17		DRIVEWAY
76111		ELM	10		10		10		
76111		ELM	15		15		15		
92003		LIVE OAK	8.5		8.5		8.5		
92004		ASH	15		15		15		
92005		ASH	16		16		16		
92006		ELM	13		13		13		
92007		ELM	8		8		8		
92008		ASH	14		14		14		
92009		ASH	10		10		10		
92010 multi		ASH	9		9		9		
		ASH	2		2		2		
92012		ASH	9.5		9.5		9.5		
92013		ASH	12		12		12		
92014	✳	ELM	10.5	10.5			10.5		IN R.O.W.
92015	✳	ELM	14.5	14.5			14.5		IN R.O.W.
92017		ASH	16		16		16		
92018		ASH	10		10		10		
92019		ASH	11		11		11		
92020		ASH	15		15		15		
92021 multi		LIVE OAK	3						
		LIVE OAK	6						
		LIVE OAK	2						
		LIVE OAK	7						
		LIVE OAK	3						
92022		ASH	13		13		13		
92023		ASH	11		11		11		

GARLOCK TRACT SUBDIVISION
PRELIMINARY PLAN
TREE MITIGATION CALCULATIONS

TREE MITIGATION REQUIREMENT SUMMARY:	TOTAL INCHES	INCHES REMOVED	MITIGATION	INCHES RETAINED	PERCENTAGE RETAINED/REMOVED
SIGNIFICANT TREES 8"-18"	5072	1147	0	3925	77% RET / 23% REM
SIGNIFICANT TREES 18.1"-25.99"	819	189	0	630	77% RET / 23% REM
HERITAGE TREES	1023	31	93	992	97% RET / 3% REM
TREES SURVEYED BELOW 8" IN MULTI GROUPS	943				
TOTAL CALIPER INCHES OF TREES	7857	1367		5547	

SIGNIFICANT TREES 8" - 18": 1147" REMOVED; MITIGATION 1:1 = 1147" MITIGATION (NO MITIGATION REQUIRED (<50%))

SIGNIFICANT TREES 18" - 26": 189" REMOVED; MITIGATION 2:1 = 378" MITIGATION (NO MITIGATION REQUIRED (<50%))

SIGNIFICANT TREES 8" - 18" CREDIT: 1369"
SIGNIFICANT TREES 18.1" - 25.99" CREDIT: 221"

HERITAGE TREES >26": 31" REMOVED; MITIGATION 3:1 = 93" MITIGATION ($27,900.00 MITIGATION FEE)
(HERITAGE MITIGATION FEE TO BE PAID PRIOR TO APPROVAL OF CONSTRUCTION PLAN APPLICATION)

SIGNIFICANT TREES OVERALL CREDIT: 1590" (NO MITIGATION REPLACEMENT FOR SIGNIFICANT OR HERITAGE TREES REQUIRED)

H - DESIGNATES HERITAGE TREE
H - DESIGNATES HERITAGE TREE TO BE REMOVED.
✳ - DESIGNATES SIGNIFICANT TREE TO BE REMOVED

TREE TO BE RETAINED

TREE TO BE REMOVED

HERITAGE TREE TO BE REMOVED

TREE OFFSITE (THAT WERE SURVEYED)

NOTE: IN THE EVENT OF A CONFLICT WITH TREE REMOVAL/PRESERVATION CALLOUTS ON THE PLAN SHEET(S) VERSUS THE TREE REMOVAL/PRESERVATION LIST, THE TREE LIST AND MITIGATION TABLE WILL APPLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY WITH CITY STAFF SHOULD ANY INCONSISTENCY EXIST WITHIN AN APPROVED PLAN SET. NO IN-FIELD CHANGES ARE MADE TO APPROVED PLANS, NO EXCEPTIONS.

21-PP-012

FILE PATH: I:\AC2DS306\dwg\5306-PRELIM TREE SURVEY (SHTS 7-11).dwg - Apr 21, 2022 - 1:47pm

DESIGNED BY: CB | DRAFTED BY: JSL

DATE | REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
3501 West William Cannon Dr.
Austin, Texas 78749
Phone No. (512) 280-5160
North Office
12129 RR 620 N., Ste. 600
Austin, Texas 78750
www.cbdeng.com

SHEET NAME: TREE LIST
JOB NAME: GARLOCK SUBDIVISION
PROJECT: PRELIMINARY PLAT

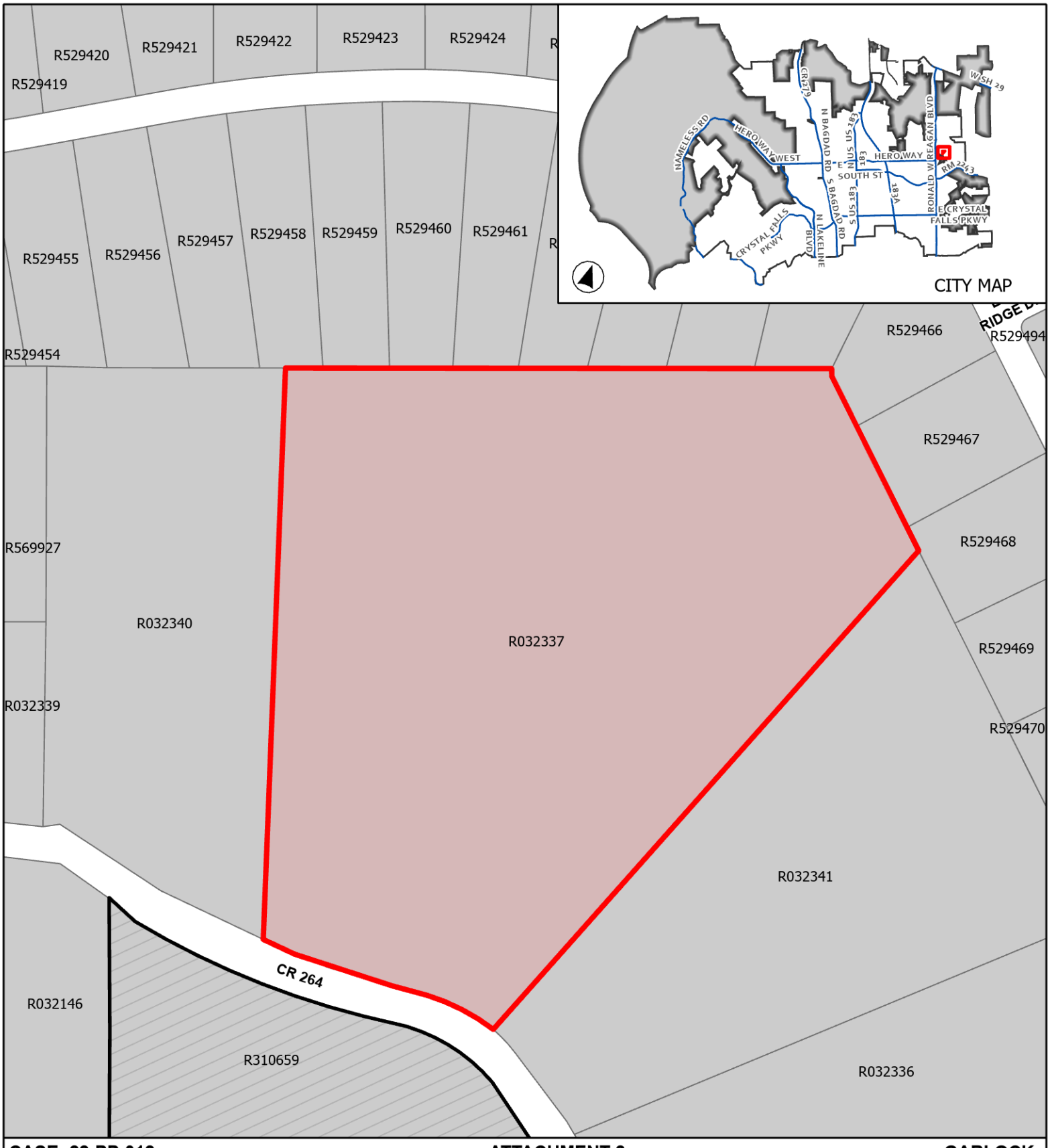
04/19/2022

STATE OF TEXAS
CHARLES R. BRIGANCE JR.
64346
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

DATE: OCT 2021
JOB NUMBER: 5306
SHEET: 12 OF 13

S21°50'16"E 676.99'
S21°32'18"E 1306.11'
S21°32'18"E 3261.84'
N68°50'42"E 241.86'
N20°03'40"E 1007.13'
N04°22'11"E 1240.08'
S68°27'40"W 124.68'
S68°52'30"W 132.32'
S78°20'30"W 228.72'
N06°49'10"E 16.12'
N68°56'48"W 117.59'
S82°36'34"W 632.15'
S83°24'10"W 90.10'
N85°11'34"W 43.45'
S84°37'22"W 112.04'
DONETTO DRIVE
50' R.O.W.
GARLOCK DRIVE
50' R.O.W.
CATTLE POND ROAD
50' R.O.W.
SOUTHERN RANGE DRIVE
50' R.O.W.
MONGOLIAN DRIVE
50' R.O.W.
RIVER PLATEAU DRIVE
50' R.O.W.
CARRIZO TERRACE
50' R.O.W.
GABRIELS HORN ROAD
80' R.O.W.
SAN DOMENICO COVE
50' ROW
LEANDER CITY LIMITS
POND A
POND B
APPROXIMATE LEACH FIELD AREA
0.777 AC HOA LANDSCAPE/SIDEWALK & GREENSPACE EASEMENT
0.062 AC HOA LANDSCAPE & SIDEWALK EASEMENT
MARY ANN GARLOCK LIVING TRUST (13.630 ACRES) DOC. No. 2016009803
DEVELOPMENT SOLUTIONS BRADLEY LLC (153.768 ACRES) DOC. No. 2014071119
MARY GARLOCK TRUSTEE MARY GARLOCK LIVING TRUST (REMAINDER OF 55.23 ACRE TRACT) 11.118 ACRES DOC. No. 2016009803
TRACT 1 MARY ANN GARLOCK 54.78 ACRES VOL. 6,547, PG. 286
RANCHO SIENNA KC, LP 15.000 ACRES DOC. No. 2010037899
RANCHO SIENNA HILLS, LTD (29.116 ACRES) DOC. No. 2016014393
PAMELA R. TILLOTSON (55.000 ACRES) DOC. No. 2016014393
DETENTION POND (RANCH SIENNA)
CRITICAL LEAP FROG HABITAT (1.58 ACRES)
0.08 AC D.E. OS & P.U.E. LOT
1.58 AC OPEN SPACE LOT
0.46 AC POND DRAINAGE EASEMENT
0.66 AC POND DRAINAGE EASEMENT & LANDSCAPE EASEMENT
DRAINAGE AREA M1 (QUALITY/DETENTION POND A) 6.49 AC
DRAINAGE AREA M2 (QUALITY/DETENTION POND B) 2.27 AC
DRAINAGE AREA M3 (OFFSITE) 0.41 AC
DRAINAGE AREA M4 (OFFSITE) 0.08 AC
DRAINAGE AREA M5 (OFFSITE) 0.08 AC
DRAINAGE AREA M6 (OFFSITE) 0.08 AC
DRAINAGE AREA M7 (OFFSITE) 0.08 AC
DRAINAGE AREA M8 (OFFSITE) 0.08 AC
DRAINAGE AREA M9 (OFFSITE) 0.08 AC
DRAINAGE AREA



CASE: 22-PP-012 **ATTACHMENT 2** **GARLOCK**

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 herin provided.

0 95 190

Feet

- Leander City Limits
- ETJ
- Site Location

MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS

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

September 8, 2022 at 7:00 PM

Place 1 – Donnie Mahan, *Vice Chair*	**Place 5 – Gary Hampton, Jr.**
Place 2 – John Cosgrove, *Chair*	**Place 6 – Laura Lantrip**
Place 3 – Ron May	**Place 7 – Rick Carpenter**
Place 4 – Deirdre Moss	

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

1. Call to Order at 7:00 p.m.

2. Roll Call.

   All Commissioners were present except Chairman Cosgrove.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the September 1, 2022 meeting

4. Review of meeting protocol.

5. Citizen Comments: Three (3) minutes allowed per speaker.
   [Please turn in speaker request form before the meeting begins.]

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case 21-FP-026 regarding Crystal Village Phase 2 Final Plat on one parcel of land approximately 23.57 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R031201; generally located at 10744 E Crystal Falls Parkway, Leander, Williamson County, Texas.

7. Approval of Minutes.

   Motion made by Commissioner May to approve the consent agenda, seconded by Commissioner Lantrip.

   6 to 0 Passed

PUBLIC HEARING: ACTION

8. Public Hearing for this Item has been postponed until 9/22/2022
Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-022 to amend the current zoning of SFR-3-B (Single-Family Rural) to adopt the Moon Valley PUD (Planned Unit Development) with a base zoning district of LC-5-D (Local Commercial) on two parcels of land approximately 8.78 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R319362 and R031223; and more commonly known as 15841 Ronald W Reagan Blvd, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-022 as described above.

REGULAR AGENDA

9. Discuss and consider action regarding Subdivision Case 21-PP-012 to approve the Garlock Preliminary Plat on one parcel of land approximately 44.662 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R021708; generally located south of Gabriels Horn Rd. and west of Donetto Dr., Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner Deirdre Moss to approve the preliminary plat.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

10. Adjournment at 7:05 p.m.

APPROVED:

_____
CHAIRMAN COSGROVE

ATTEST:

_____
ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY

AGENDA ITEM # 38

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Discuss and consider action on Subdivision Case 22-PP-007 regarding the Wildspring Subdivision Preliminary Plat on one (1) parcel of land approximately 111.57 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R032112; generally located northwest of the intersection of CR 177 and CR 175, Leander, Williamson County, Texas.

BACKGROUND:

This request is the second step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the preliminary plat satisfies the applicable regulations without requesting any variances.

HISTORY/TIMELINE:

09/16/2021 - Annexation
10/12/2021 - Approval of zoning (Minor PUD)
09/22/2022 - Planning & Zoning Commission

APPLICANT/AGENT:

Costello, Inc. (Steven Buffum) on behalf of Toll Southwest, LLC (Mike Boswell)

RECOMMENDATION:

This preliminary plat includes three hundred twenty-six (326_ residential lots, eight (8) HOA/Parkland/Drainage/Access lots and one (1) amenity center lot. The proposal includes three phases of development. This request also includes the removal Heritage Trees totaling 117.5". The project is preserving ninety-six (96%) percent of existing Heritage Trees on site totaling twenty-five hundred three (2,503) preserved Heritage Tree inches. This proposal meets all the requirements of the Subdivision Ordinance. The Final mitigation fee for Heritage Tree removal is $35,250.00 (3:1 mitigation = 352.5" and $300.00 per inch). Staff recommends to approve the preliminary plat.

The Planning & Zoning Commission unanimously recommended approval during the September 22, 2022 meeting.

PRESENTER:

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

Attachments

1. Preliminary Plat
2. Location Map

WILDSPRING
PRELIMINARY PLAT
22-PP-007
CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

DEVELOPER INFORMATION:

OWNER / DEVELOPER: TOLL BROTHERS
2555 SW GRAPEVINE PARKWAY, SUITE 100 GRAPEVINE, TX 76051
817-329-7973

SURVEYOR: LANDESIGN SERVICES, INC. TBPELS 10001800
10090 W HIGHWAY 29
LIBERTY HILL, TX 78642
512-238-7901

ENGINEER: COSTELLO, INC. TBPE 280
9050 N CAPITAL OF TX HWY, BLDG. 3, SUITE 390
AUSTIN, TX 78759
512-646-3456

AGENT: COSTELLO, INC. TBPE 280
9050 N CAPITAL OF TX HWY, BLDG. 3, SUITE 390
AUSTIN, TX 78759
512-646-3456

SUBMITTAL DATE: APRIL 5, 2022

PROJECT NUMBER: 22-PP-007

ZONING: P.U.D. (SFC-2-B) & (SFU-2-B)

FUTURE LAND USE CATEGORY: NEIGHBORHOOD RESIDENTIAL/ GREENWAY

STORMWATER MANAGEMENT:
ONSITE WATER QUALITY AND DETENTION THROUGH BATCH DETENTION.

FLOODPLAIN:
FLOODPLAIN MODIFICATIONS ARE PROPOSED IN CONJUNCTION WITH THIS DEVELOPMENT

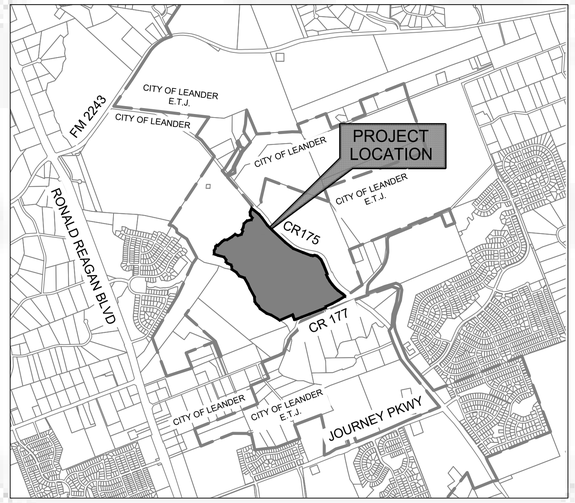
PORTIONS OF THIS TRACT ARE WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL #48491C0460F FOR WILLIAMSON CO., EFFECTIVE 12/20/2019

WATERSHED:
THIS PROJECT IS LOCATED IN THE BRUSHY CREEK WATERSHED.

ENVIRONMENTAL:
THIS PROJECT IS LOCATED IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

Land Use Summary Table Whitetone Meadow Phases 1, 2, & 3		
Land Use	Lot Count	Acres
Single-Family Residential	326	58.66
HOA Landscape/ Parkland/ Drainage/ Access	8	32.77
Amenity Center	1	1.33
Right-of-Way/ Easement	n/a	18.41
Total	335	111.17

Street Information Phase 1				
Street Name	Type	Length	Pavement Width FOC-FOC	Sidewalk Width
Peach Drift Drive	Residential Collector 74' ROW (RC-74)	209'	54'	5'
Desert Bloom Drive	Residential Collector 74' ROW (RC-74)	202'	54'	5'
White Mistflower Drive	Local Street 50' ROW (LS-50)	1705'	28'	5'
Daylilies Drive	Local Street 50' ROW (LS-50)	73'	28'	5'
Senita Road	Local Street 50' ROW (LS-50)	85'	28'	5'
Desert Marigold Drive	Local Street 50' ROW (LS-50)	582'	28'	5'
Sweet Violet Drive	Local Street 50' ROW (LS-50)	1214'	28'	5'
Rosemary Rain Lane	Local Street 50' ROW (LS-50)	413'	28'	5'
Wild Juniper Lane	Local Street 50' ROW (LS-50)	1224'	28'	5'
Indigo Bush Lane	Local Street 50' ROW (LS-50)	1197'	28'	5'
Street Information Phase 2				
Street Name	Type	Length	Pavement Width FOC-FOC	Sidewalk Width
White Mistflower Drive	Local Street 50' ROW (LS-50)	249'	28'	5'
Daylilies Drive	Local Street 50' ROW (LS-50)	732'	28'	5'
Senita Road	Local Street 50' ROW (LS-50)	795'	28'	5'
Ashleaf Maple	Local Street 50' ROW (LS-50)	1182'	28'	5'
Sweet Violet Drive	Local Street 50' ROW (LS-50)	141'	28'	5'
Indigo Bush Lane	Local Street 50' ROW (LS-50)	808'	28'	5'
Street Information Phase 3				
Street Name	Type	Length	Pavement Width	Sidewalk
Brittlebrush Road	Local Street 50' ROW (LS-50)	661'	28'	5'
Coral Vine Road	Local Street 50' ROW (LS-50)	702'	28'	5'
Mariposa Lily Road	Local Street 50' ROW (LS-50)	307'	28'	5'
English Ivy Road	Local Street 50' ROW (LS-50)	1172'	28'	5'
Existing Street Information				
Street Name	Type	Length	Pavement Width FOC-FOC	Sidewalk Width
CR 175	County Road (Variable ROW)	3594'	Varies	10'
CR 177	County Road (Variable ROW)	1570'	Varies	10'



VICINITY MAP
SCALE: 1" = 2000'

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED
PROFESSIONAL ENGINEER

8/30/2022

STEVEN BUFFUM, P.E.
COSTELLO, INC. TBPE NO. 280

DATE

Sheet List Table			
Sheet Number	Sheet Title	Sheet Number	Sheet Title
1	COVER SHEET	14	EXISTING DRAINAGE AREA MAP
2	CONCEPT PLAN-FOR PRELIM PLAT	15	PROPOSED DRAINAGE AREA MAP
3	EXISTING CONDITIONS 1 OF 2	16	STORMSEWER PLAN 1 OF 2
4	EXISTING CONDITIONS 2 OF 2	17	STORMSEWER PLAN 2 OF 2
5	OVERALL PRELIMINARY PLAN	18	WATER & WASTEWATER PLAN 1 OF 2
6	PRELIMINARY PLAN - SHEET 1 OF 2	19	WATER & WASTEWATER PLAN 2 OF 2
7	PRELIMINARY PLAN - SHEET 2 OF 2	20	OFFSITE WATER
8	LINE AND CURVE TABLES 1 OF 2	21	TREE MITIGATION PLAN 1 OF 5
9	LINE AND CURVE TABLES 2 OF 2	22	TREE MITIGATION PLAN 2 OF 5
10	ZONING MAP - 1 OF 2	23	TREE MITIGATION PLAN 3 OF 5
11	ZONING MAP -2 OF 2	24	TREE MITIGATION PLAN 4 OF 5
12	OVERALL IMPROVEMENTS 1 OF 2	25	TREE MITIGATION PLAN 5 OF 5
13	OVERALL IMPROVEMENTS 2 OF 2	26	PARKS PLAN

1. GENERAL PLAT NOTES:
   a. THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS.
   b. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
   c. A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION
   d. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENT SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
   e. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER
   f. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS
   g. IN ADDITION TO THE EASEMENT SHOWN HEREON, A TEN (10') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
   h. BUILDING SETBACK NOT SHOWN HEARON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER. ADDITIONAL RESIDENTIAL GARAGE SETBACKS MAY BE REQUIRED AS LISTED IN THE CURRENT ZONING ORDINANCE.
   i. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS AND THE SUBDIVISION SIDE OF ALL STREETS. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
   j. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
   k. THE DEVELOPMENT OF THE 3 PHASES CONTAINED IN THIS PRELIMINARY PLAN SHALL NOT BE UNDER CONSTRUCTION CONCURRENTLY. THE PREVIOUS PHASE MUST REACH SUBSTANTIAL COMPLETION BEFORE WORK ON THE SUBSEQUENT PHASE CAN BEGIN.
2. SINGLE FAMILY & TWO FAMILY PLAT NOTES:
   a. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50' OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE ROW OF AND INTERSECTING LOCAL OR COLLECTOR STREET OR 100' OR 60% OR PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE ROW OF AN INTERSECTING ARTERIAL STREET.
   b. THE HOA WILL OWN AND MAINTAIN THE FOLLOWING LOTS: BLOCK A LOT 7, BLOCK B LOT 17, BLOCK C LOT 13, BLOCK F LOT 23, BLOCK I LOT 14, BLOCK Q LOT 13, BLOCK S LOT 18, AND BLOCK T LOT 17.
   c. THE HOMEOWNERS ASSOCIATION IS REQUIRED TO MOW AND MAINTAIN LANDSCAPING IN THE OPEN CHANNELS, DETENTION AND WATER QUALITY AREAS.
   d. IF SINGLE FAMILY OR TWO FAMILY RESIDENTIAL LOTS ARE PROPOSED TO BACK OR SIDE UP TO AN ARTERIAL STREET, THE FOLLOWING IS PROVIDED:
   A LANDSCAPE LOT IS PROVIDED BETWEEN THE LOT(S) AND THE SPECIFIED ROADWAY. SUCH LANDSCAPE LOT IS AT LEAST TEN (10) FEET WIDE: (REFER TO LEGAL DESCRIPTION OF LANDSCAPE LOTS PER CITY OF LEANDER.)
   BLOCK A LOT 7,
   BLOCK B LOT 17,
   BLOCK C LOT 13,
   BLOCK F LOT 23,
   BLOCK I LOT 14,
   BLOCK Q LOT 13,
   BLOCK S LOT 18, AND
   BLOCK T LOT 17.

3. TIA NOTES:
   a. AT THE END OF CONSTRUCTION YEAR 2023 (PHASE 1), A NORTHBOUND LEFT TURN LANE IS TO BE CONSTRUCTED FOR THE INTERSECTION OF CR-175 AT DESERT BLOOM DRIVE.
   b. AT THE END OF CONSTRUCTION YEAR 2025 (PHASE 2), A NORTHBOUND LEFT TURN LANE IS TO BE CONSTRUCTED FOR THE INTERSECTION OF CR-175 AT PEACH DRIFT DRIVE.
   c. AT THE END OF CONSTRUCTION YEAR 2027 (PHASE 3), A NORTHBOUND LEFT TURN LANE IS TO BE CONSTRUCTED FOR THE INTERSECTION OF CR-175 AT ENGLISH IVY ROAD.
   d. AT THE END OF THE HORIZON YEAR OF 2032, IF CRYSTAL FALLS PARKWAY HAS CONNECTED TO THE CR 175/176/177 INTERSECTION, A TRAFFIC SIGNAL AT CR 175/176/177 IS TO BE CONSTRUCTED. IF THIS CONNECTION HAPPENS EARLIER, THE SIGNAL IS TO BE CONSTRUCTED WHEN CONNECTION OCCURS.

PLAT NOTE:

FOR EVERY SIX HUNDRED (600) SQUARE FEET OF AREA IN THE LANDSCAPE LOTS,TWO (2) **SHADE TREES (TOW-INCH CALIPER OR LARGER) AND FOUR (4) SHRUBS (FIVE GALLON CONTAINER SIZE OR LARGER) SHALL BE PLANTED AND MAINTAINED. TWO ORNAMENTAL TREES PER SHADE TREE MAY BE SUBSTITUTED FOR UP TO FIFTY PERCENT OF THE SHADE TREES IF DESIRED. A SIX-FOOT PRIVACY FENCE, BU NO HIGHER THAT THREE FEET WITHIN TWENTY FIVE FEET OF AN INTERSECTING STREET, SHALL BE CONSTRUCTED WITH THE SUBDIVISION IMPROVEMENTS AT THE COMMON LOT LINE BETWEEN THE LANDSCAPE LOT AND THE SINGLE-FAMILY OR TWO-FAMILY LOTS. THE FENCE IS REQUIRED TO BE CONSTRUCTED OF ONE OR MORE OF THE FOLLOWING MATERIALS: BRICK, STONE, CAST STONE, STUCCO, FACTORY TINTED (NOT PAINTED) SPLIT-FACED CONCRETE MASONRY UNIT, OR OTHER SIMILAR MATERIAL APPROVED BY THE DIRECTOR OF PLANNING. IN ADDITION TO THE MATERIALS LISTED ABOVE, TEXTURED PRE-CAST CONCRETE (E.G. WOODCRETE) IS ALSO PERMITTED WHEN THE PRIVACY FENCE IS ADJACENT TO COLLECTORS. ALL COLUMNS ARE REQUIRED TO HAVE CONCRETE FOOTINGS. THE LANDSCAPE LOT IS REQUIRED TO BE MAINTAINED BY A PRIVATE ASSOCIATION.**

A PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 48491C0460C FOR WILLIAMSON CO., EFFECTIVE DECEMBER 20, 2019.

FEE WILL BE PAID FOR TREE REMOVAL AND MITIGATION AT TIME OF CONSTRICTION PLAN PERMIT. ESTIMATED FEE $418, 275.
THIS FEE IS SUBJECT TO CHANGE DURING THE REVIEW CYCLE OF THE PRELIMINARY PLAN.

DEVELOPER HAS PERFORMED A TRAFFIC IMPACT ANALYSIS (T.I.A) TO ACCESS IMPROVEMENTS ON CR175 THAT WILL BE ADDRESSED AT TIME OF CONSTRUCTION PLAN PERMIT.

Costello
Engineering and Surveying
9050 N Capital of TX Hwy, Bldg. 3, Ste 390
Austin, Texas 78759
(512)646-3456
TBPE FIRM REG. No. 280
TBPLS FIRM REG. No. 100486

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

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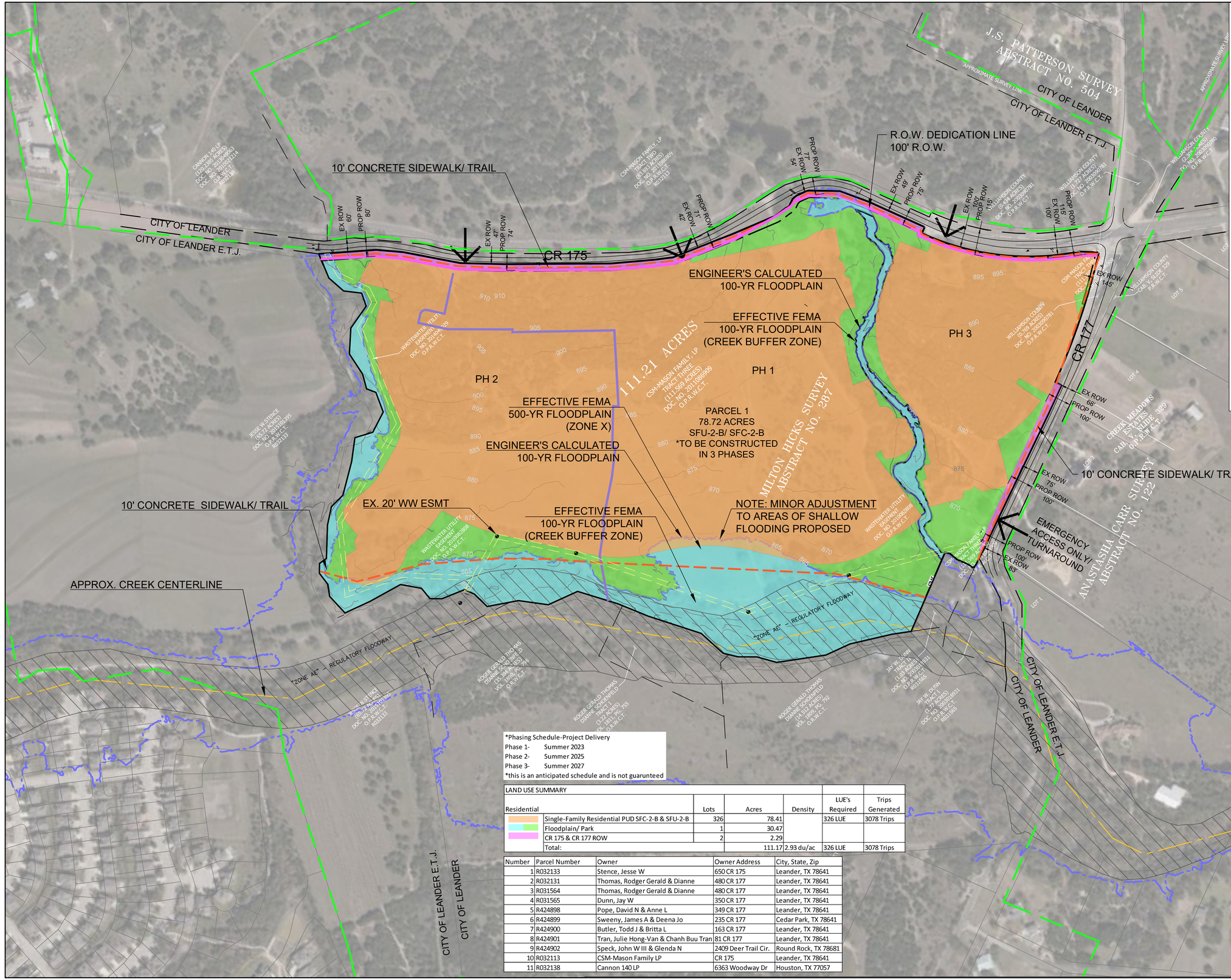

200' 0' 200' 400'

SCALE 1" = 200'

LEGEND

- PROPERTY LINE
- 100 YR FLOODPLAIN
- TRAIL
- EASEMENT
- CREEK CENTERLINE
- PHASE LINE
- CITY OF LEANDER LIMIT (AS OF PROPERTY ANNEXATION)
- POINT OF INGRESS/ EGRESS

NOTES

1. THIS PLAN IS CONCEPTUAL AND WILL BE REQUIRED TO BE REVIEWED AS PART OF THE SITE DEVELOPMENT AND SUBDIVISION PROCESS FOR COMPLIANCE WITH ALL CITY ORDINANCES
2. PHASES SHALL NOT BE UNDER CONSTRUCTION OR REVIEW CONCURRENTLY AND ONLY ONE PHASE MAY BE PROCESSED PER YEAR.
3. DEVELOPMENT WILL CONFORM TO MEET THE CITY'S LATEST DRAINAGE AND TRANSPORTATION POLICIES.

*Phasing Schedule-Project Delivery
Phase 1- Summer 2023
Phase 2- Summer 2025
Phase 3- Summer 2027
*this is an anticipated schedule and is not guarunteed

LAND USE SUMMARY						
Residential		Lots	Acres	Density	LUE's Required	Trips Generated
	Single-Family Residential PUD SFC-2-B & SFU-2-B	326	78.41		326 LUE	3078 Trips
	Floodplain/ Park	1	30.47			
	CR 175 & CR 177 ROW	2	2.29			
	Total:		111.17	2.93 du/ac	326 LUE	3078 Trips

Number	Parcel Number	Owner	Owner Address	City, State, Zip
1	R032133	Stence, Jesse W	650 CR 175	Leander, TX 78641
2	R032131	Thomas, Rodger Gerald & Dianne	480 CR 177	Leander, TX 78641
3	R031564	Thomas, Rodger Gerald & Dianne	480 CR 177	Leander, TX 78641
4	R031565	Dunn, Jay W	350 CR 177	Leander, TX 78641
5	R424898	Pope, David N & Anne L	349 CR 177	Leander, TX 78641
6	R424899	Sweeny, James A & Deena Jo	235 CR 177	Cedar Park, TX 78641
7	R424900	Butler, Todd J & Britta L	163 CR 177	Leander, TX 78641
8	R424901	Tran, Julie Hong-Van & Chanh Buu Tran	81 CR 177	Leander, TX 78641
9	R424902	Speck, John W III & Glenda N	2409 Deer Trail Cir.	Round Rock, TX 78681
10	R032113	CSM-Mason Family LP	CR 175	Leander, TX 78641
11	R032138	Cannon 140 LP	6363 Woodway Dr	Houston, TX 77057

SFC LOTS: 224
SFU LOTS: 102

NO.	REVISION	DATE	BY

DESIGNED:
DESIGN CHECKED:
DRAWN:
COGO CHECKED:
SURVEY CHECKED:
QA/QC: DATE:
QA/QC REVISIONS:

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MASON TRACT
LEANDER, TEXAS 78641

CONCEPT PLAN

SHEET 2
OF 25 SHEETS

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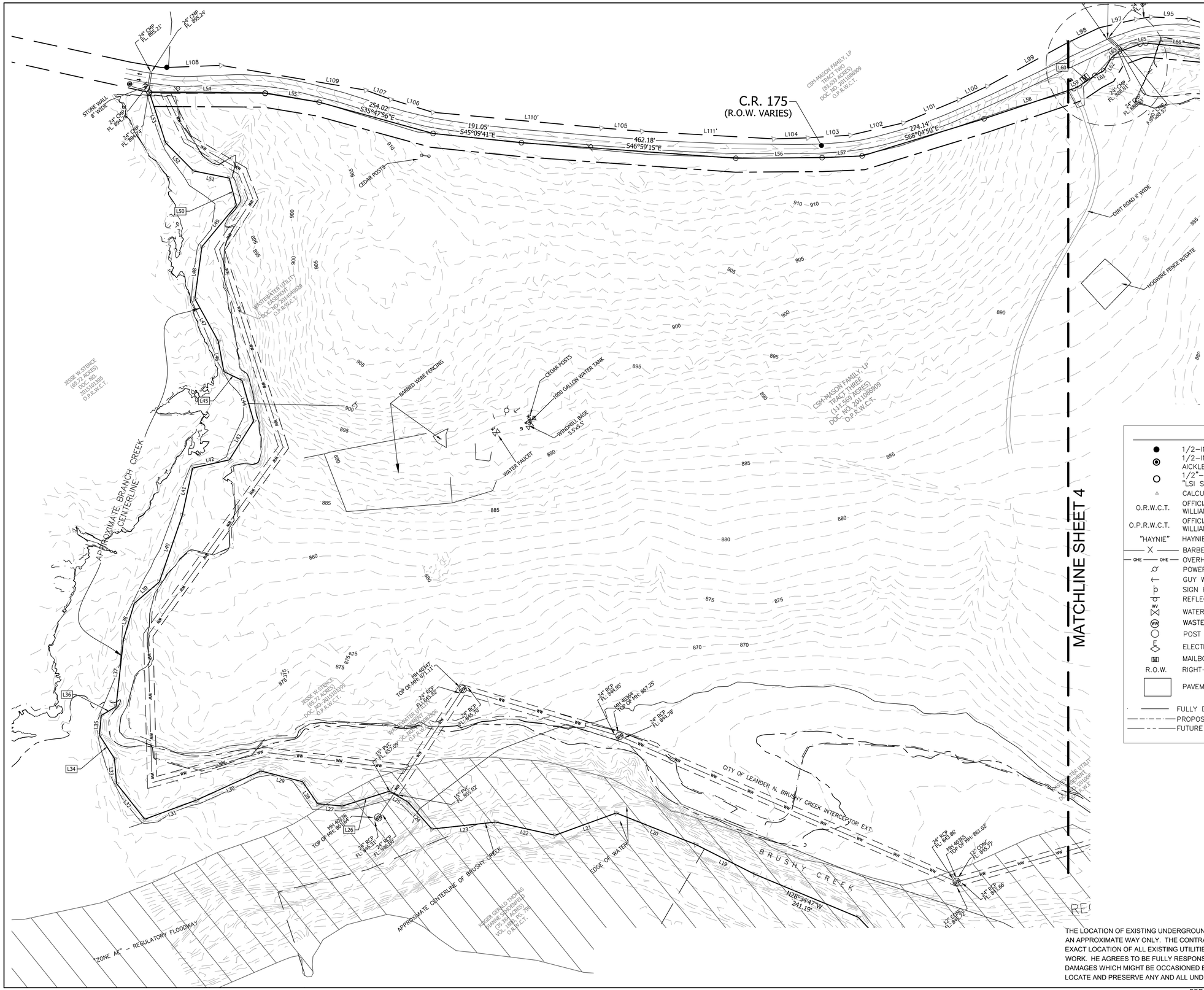

LEGEND

●	1/2–INCH REBAR FOUND (OR AS NOTED)
◉	1/2–INCH REBAR WITH CAP STAMPED "BAKER AICKLEN & ASSOCIATES" FOUND (OR AS NOTED)
○	1/2"–REBAR WITH CAP STAMPED "LSI SURVEY" SET
△	CALCULATED POINT NOT SET
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
"HAYNIE"	HAYNIE CONSULTING
—— X ——	BARBED WIRE FENCE
—OHE— OHE—	OVERHEAD ELECTRIC
	POWER POLE
	GUY WIRE
	SIGN POST
	REFLECTOR POST
WV	WATER VALVE (UNLESS NOTED)
WW	WASTE WATER MANHOLE
	POST (UNLESS NOTED)
E	ELECTRIC MARKER (UNLESS NOTED)
M	MAILBOX
R.O.W.	RIGHT–OF–WAY
	PAVEMENT
	FULLY DEVELOPED 100 YR FLOOD PLAIN
	PROPOSED 100 YR FLOOD PLAIN
	FUTURE ZONE AE PER PENDING CITY OF LEANDER LOMR

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

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WILDSPRING
C.R. 175
LEANDER, TEXAS 78641

EXISTING CONDITIONS 1 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED PROFESSIONAL ENGINEER
5/30/2022

SHEET 3 OF 28 SHEETS

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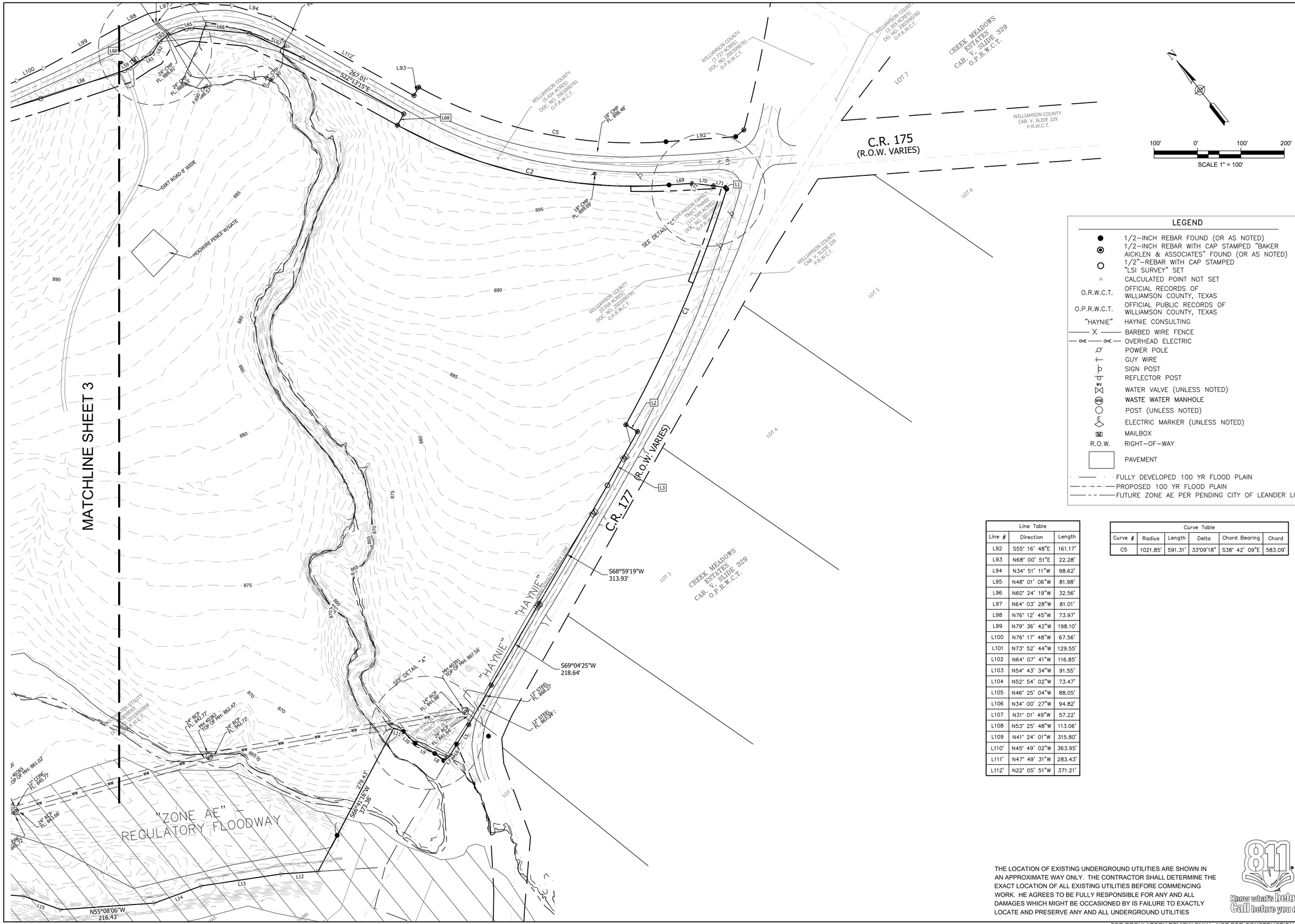

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X	BARBED WIRE FENCE
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	SIGN POST
	REFLECTOR POST
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WW	WASTE WATER MANHOLE
	POST (UNLESS NOTED)
	ELECTRIC MARKER (UNLESS NOTED)
M	MAILBOX
R.O.W.	RIGHT–OF–WAY
	PAVEMENT
	FULLY DEVELOPED 100 YR FLOOD PLAIN
	PROPOSED 100 YR FLOOD PLAIN
	FUTURE ZONE AE PER PENDING CITY OF LEANDER LOMR

Line Table		
Line #	Direction	Length
L92	S55° 16' 48"E	161.17'
L93	N68° 00' 51"E	22.28'
L94	N34° 51' 11"W	98.62'
L95	N48° 01' 06"W	81.98'
L96	N60° 24' 19"W	32.56'
L97	N64° 03' 28"W	81.01'
L98	N76° 12' 45"W	73.97'
L99	N79° 36' 42"W	198.10'
L100	N76° 17' 48"W	67.56'
L101	N73° 52' 44"W	129.55'
L102	N64° 07' 41"W	116.85'
L103	N54° 43' 34"W	91.55'
L104	N52° 54' 02"W	73.47'
L105	N46° 25' 04"W	88.05'
L106	N34° 00' 27"W	94.82'
L107	N31° 01' 49"W	57.22'
L108	N53° 25' 48"W	113.06'
L109	N41° 24' 01"W	315.80'
L110'	N45° 49' 02"W	363.95'
L111'	N47° 49' 31"W	283.43'
L112'	N22° 05' 51"W	371.21'

Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord
C5	1021.85'	591.31'	33°09'18"	S38° 42' 09"E	583.09'

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TBPLS FIRM REG. No. 100486

Costello

WILDSPRING
C.R. 175
LEANDER, TEXAS 78641

EXISTING CONDITIONS 2 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED PROFESSIONAL ENGINEER
8/30/2022

SHEET 4
OF 28 SHEETS

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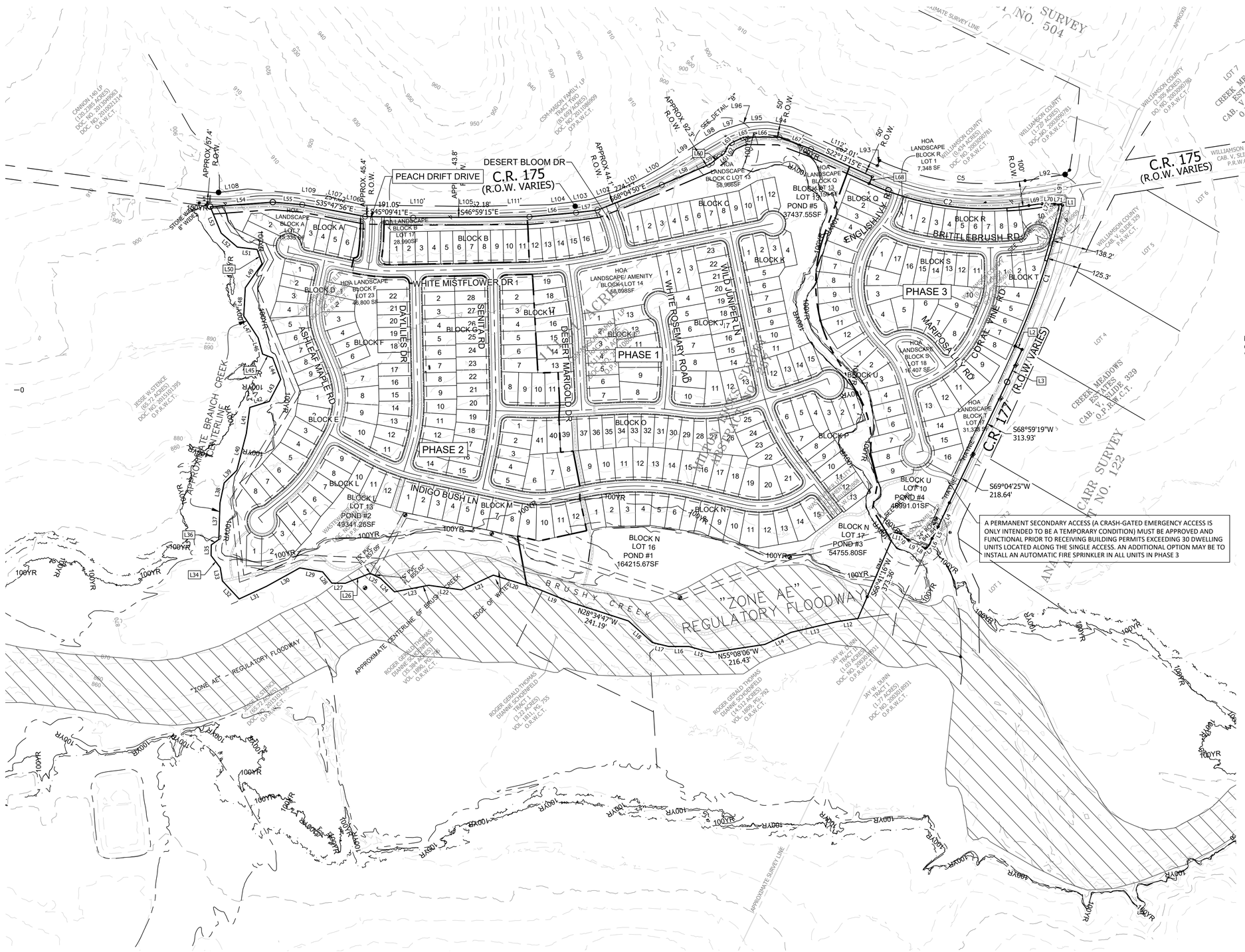

LEGEND

PROPOSED

- PROPERTY LINE
- EASEMENT
- PROPOSED ROAD CENTERLINE
- PHASE LINE
- 100YR EXISTING FLOODPLAIN
- BUILDING SETBACK
- PROPOSED R.O.W.

- FULLY DEVELOPED 100 YR FLOOD PLAIN
- PROPOSED 100 YR FLOOD PLAIN
- FUTURE ZONE AE PER PENDING CITY OF LEANDER LOMR
- ZONE AE REGULATORY FLOODWAY

NOTE: BUFFER ZONES SHALL BE BASED ON SECTION 49 OF THE CITY ORDINANCE. THE EXACT WIDTHS CAN'T BE DECIDED RIGHT NOW WITHOUT DETAIL ANALYSIS

STREET INFORMATION	
STREET NAME	LENGTH
Peach Drift Drive	209'
Desert Bloom Drive	202'
White Mistflower Drive	1902'
Daylilies Drive	805'
Senita Road	880'
Desert Marigold Drive	582'
Wild Juniper Lane	1224'
Sweet Violet Drive	1355'
White Rosemary Road	413'
Indigo Bush Lane	2009'
Ashleaf Maple	1182'
Brittlebrush Road	661'
Coral Vine Road	702'
Mariposa Lily Road	307'
English Ivy Road	1172'

A PERMANENT SECONDARY ACCESS (A CRASH-GATED EMERGENCY ACCESS IS ONLY INTENDED TO BE A TEMPORARY CONDITION) MUST BE APPROVED AND FUNCTIONAL PRIOR TO RECEIVING BUILDING PERMITS EXCEEDING 30 DWELLING UNITS LOCATED ALONG THE SINGLE ACCESS. AN ADDITIONAL OPTION MAY BE TO INSTALL AN AUTOMATIC FIRE SPRINKLER IN ALL UNITS IN PHASE 3

*Phasing Schedule-Project Delivery	
Phase 1-	Summer 2023
Phase 2-	Summer 2025
Phase 3-	Summer 2027
*this is an anticipated schedule and is not guarunteed	

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TBPLS FIRM REG. No. 100486

WILDSPRING
C.R. 175
LEANDER, TEXAS 78641

OVERALL PRELIMINARY PLAN

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED PROFESSIONAL ENGINEER
8/30/2022

SHEET 5
OF 28 SHEETS

FOR REGULATORY REVIEW ONLY - NOT FOR CONSTRUCTION

22-PP-007

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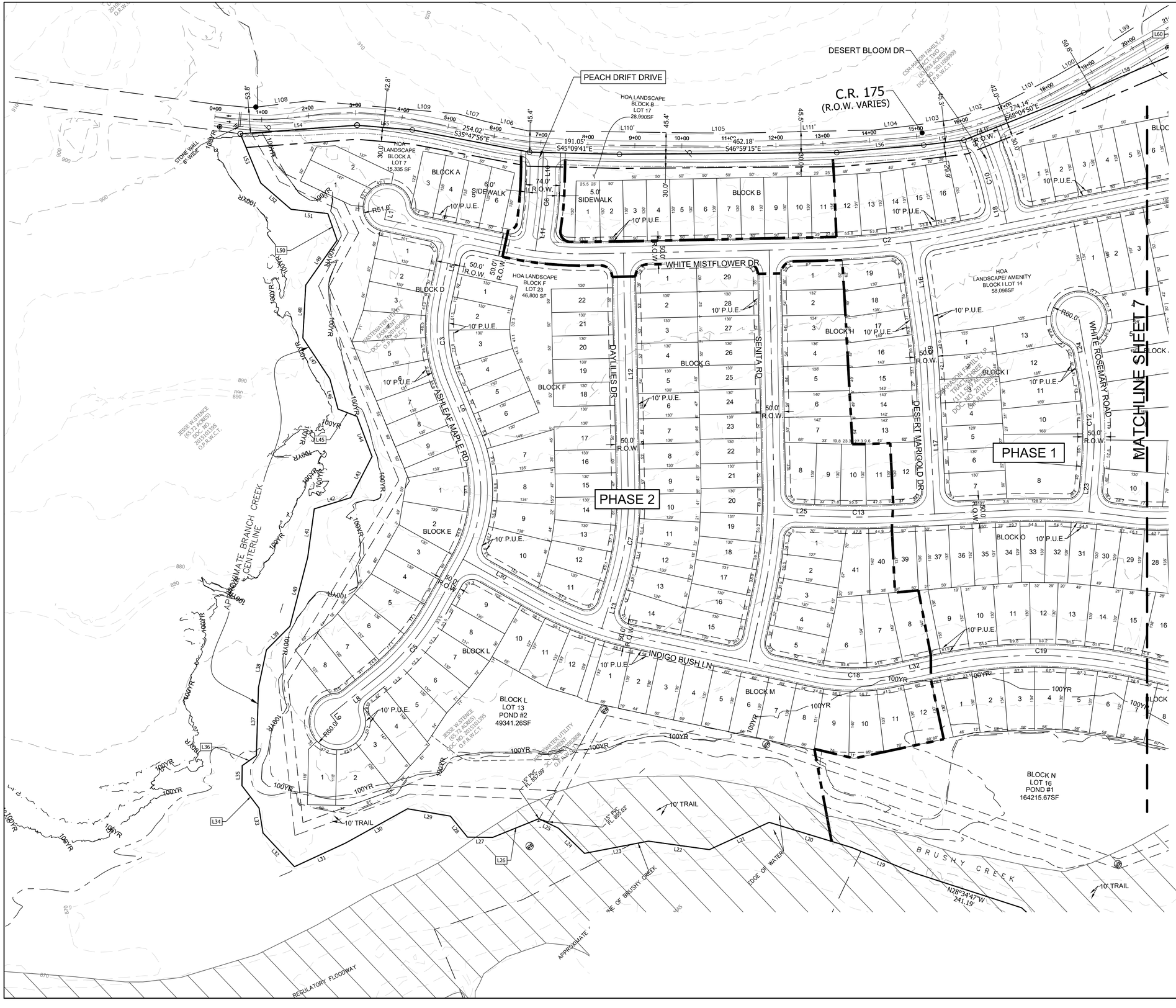

100' 0' 100' 200'

SCALE 1" = 100'

LEGEND

PROPOSED	
	PROPERTY LINE
	EASEMENT
	PROPOSED ROAD CENTERLINE
	PHASE LINE
100YR	FLOODPLAIN
	BUILDING SETBACK
	PROPOSED R.O.W.
	FULLY DEVELOPED 100 YR FLOOD PLAIN
	PROPOSED 100 YR FLOOD PLAIN
	FUTURE ZONE AE PER PENDING CITY OF LEANDER LOMR
	SIDEWALK CENTER LINE
	6' WIDE PARK TRAIL CENTER LINE

NOTES:
1. ALL ROADS TO FOLLOW CITY OF LEANDER STANDARD CROSS SECTION AND INCLUDE 5' SIDEWALK ON EACH SIDE.
2. BUFFER ZONES SHALL BE BASED ON SECTION 49 OF THE CITY ORDINANCE. THE EXACT WIDTHS CAN'T BE DECIDED RIGHT NOW WITHOUT DETAIL ANALYSIS

STREET INFORMATION	
STREET NAME	LENGTH
Peach Drift Drive	209'
Desert Bloom Drive	202'
White Mistflower Drive	1902'
Daylilies Drive	805'
Senita Road	880'
Desert Marigold Drive	582'
Wild Juniper Lane	1224'
Sweet Violet Drive	1355'
White Rosemary Road	413'
Indigo Bush Lane	2009'
Ashleaf Maple	1182'
Brittlebrush Road	661'
Coral Vine Road	702'
Mariposa Lily Road	307'
English Ivy Road	1172'

NO.	REVISION	DATE	BY

DESIGNED:
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WILDSPRING
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LEANDER, TEXAS 78641

PRELIMINARY PLAN - SHEET 1 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED
PROFESSIONAL ENGINEER
10/30/2022

SHEET 6
OF 28 SHEETS

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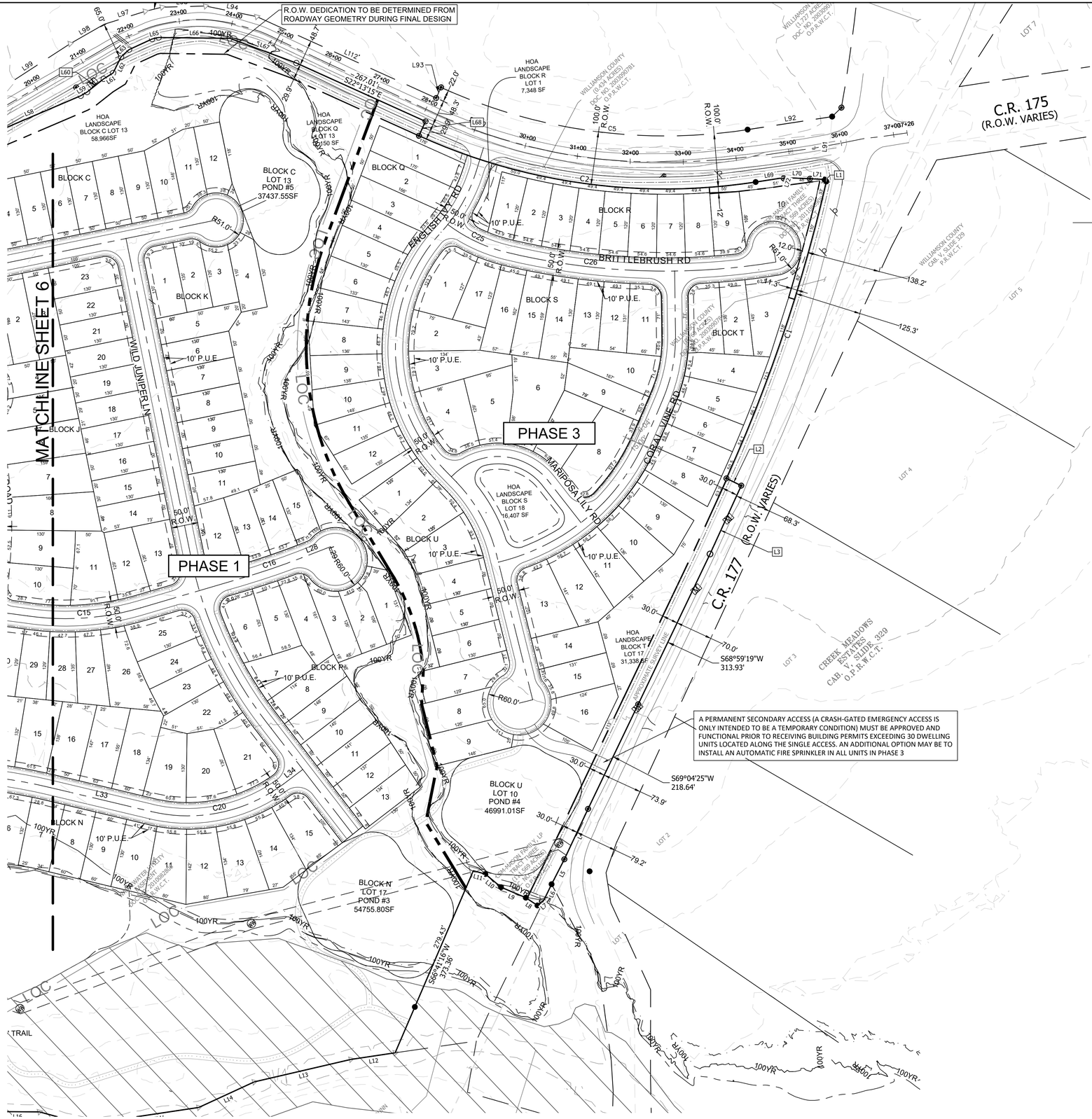

100' 0' 100' 200'

SCALE 1" = 100'

LEGEND

PROPOSED

- PROPERTY LINE
- EASEMENT
- PROPOSED ROAD CENTERLINE
- PHASE LINE
- 100YR FLOODPLAIN
- BUILDING SETBACK
- PROPOSED R.O.W.
- FULLY DEVELOPED 100 YR FLOOD PLAIN
- PROPOSED 100 YR FLOOD PLAIN
- FUTURE ZONE AE PER PENDING CITY OF LEANDER LOMR
- SIDEWALK
- 6' WIDE PARK TRAIL

NOTES:

1. ALL ROADS TO FOLLOW CITY OF LEANDER STANDARD CROSS SECTION AND INCLUDE 5' SIDEWALK ON EACH SIDE.
2. BUFFER ZONES SHALL BE BASED ON SECTION 49 OF THE CITY ORDINANCE. THE EXACT WIDTHS CAN'T BE DECIDED RIGHT NOW WITHOUT DETAIL ANALYSIS

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9050 N. CAPITAL HWY, BLDG 3, SUITE 390
AUSTIN, TEXAS 78759
(512)646-3456 (512) 514-0315 FAX
TBPE FIRM REG. No. 280
TBPLS FIRM REG. No. 100486

WILDSPRING
C.R. 175
LEANDER, TEXAS 78641

PRELIMINARY PLAN - SHEET 2 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED PROFESSIONAL ENGINEER
9/12/2022

811 Know what's below. Call before you dig

SHEET 7 OF 28 SHEETS

FOR REGULATORY REVIEW ONLY - NOT FOR CONSTRUCTION

22-PP-007

Line Table: Alignments

Line #	Length	Direction	Start Point	End Point
L1	26.00	S55° 34' 33.30"W	(3096030.95,10184562.78)	(3096009.50,10184548.08)
L5	140.65	S55° 34' 33.30"W	(3096094.87,10184423.52)	(3095978.85,10184344.01)
L6	124.09	S20° 56' 01.33"W	(3095868.24,10184203.73)	(3095823.91,10184087.83)
L7	119.30	S72° 44' 31.98"W	(3095632.71,10183908.52)	(3095518.78,10183873.13)
L8	128.77	N85° 20' 12.59"W	(3095329.80,10183852.28)	(3095201.45,10183862.74)
L9	25.00	S4° 39' 47.41"W	(3095201.45,10183862.74)	(3095199.42,10183837.83)
L10	77.31	S44° 50' 18.55"W	(3096352.37,10184419.46)	(3096297.86,10184364.64)
L11	77.93	S51° 06' 18.24"W	(3096257.26,10184328.05)	(3096196.61,10184279.11)
L12	513.44	S42° 16' 38.01"W	(3096328.80,10184146.91)	(3095983.40,10183767.02)
L13	96.53	S60° 56' 17.21"W	(3095830.92,10183646.19)	(3095746.54,10183599.30)
L16	175.95	S35° 12' 10.53"W	(3096788.79,10183744.13)	(3096687.36,10183600.36)
L17	292.28	S40° 36' 56.39"W	(3096617.73,10183510.95)	(3096427.46,10183289.08)
L18	58.50	N31° 55' 46.55"E	(3096957.80,10183635.92)	(3096988.74,10183685.56)
L19	83.52	N21° 55' 09.55"E	(3097028.25,10183763.35)	(3097059.43,10183840.84)
L23	98.22	N48° 23' 29.33"E	(3096669.06,10183066.34)	(3096742.50,10183131.56)
L24	117.99	N33° 23' 56.25"E	(3096870.61,10183279.48)	(3096935.56,10183377.99)
L25	118.54	S44° 32' 49.90"E	(3096178.62,10183523.01)	(3096261.78,10183438.53)
L28	49.04	S67° 35' 40.68"E	(3097168.42,10182731.88)	(3097213.76,10182713.18)
L29	25.00	S22° 24' 19.32"W	(3097213.76,10182713.18)	(3097204.23,10182690.07)
L30	175.65	S17° 15' 28.02"E	(3095633.77,10183908.85)	(3095685.88,10183741.11)
L32	95.45	S58° 39' 50.34"E	(3096128.11,10183100.22)	(3096209.63,10183050.58)
L33	195.51	S33° 10' 14.42"E	(3096526.62,10182743.59)	(3096633.59,10182579.94)
L34	45.27	S83° 28' 17.08"E	(3096850.59,10182446.02)	(3096895.57,10182440.88)

Curve Table: Alignments

Curve #	Radius	Length	Chord Direction	Start Point	End Point
C2	1500.00	270.90	S52° 53' 47.75"E	(3096644.42,10183859.95)	(3096860.18,10183696.75)
C3	300.00	181.39	S38° 15' 17.31"W	(3095978.85,10184344.01)	(3095868.24,10184203.73)
C5	500.00	191.30	S83° 42' 09.69"W	(3095518.78,10183873.13)	(3095329.80,10183852.28)
C6	500.00	54.69	S47° 58' 18.40"W	(3096297.86,10184364.64)	(3096257.26,10184328.05)
C7	600.00	195.42	S51° 36' 27.61"W	(3095983.40,10183767.02)	(3095830.92,10183646.19)
C9	1200.00	113.36	S37° 54' 33.46"W	(3096687.36,10183600.36)	(3096617.73,10183510.95)
C10	500.00	87.36	N26° 55' 28.05"E	(3096988.74,10183685.56)	(3097028.25,10183763.35)
C12	750.00	196.25	N40° 53' 42.79"E	(3096742.50,10183131.56)	(3096870.61,10183279.48)
C13	1500.00	122.93	S46° 53' 42.24"E	(3096261.78,10183438.53)	(3096351.51,10183354.55)
C15	500.00	214.79	S50° 34' 40.36"E	(3096718.04,10183007.85)	(3096882.69,10182872.50)
C16	1500.00	123.31	S65° 14' 22.17"E	(3097056.47,10182783.51)	(3097168.42,10182731.88)
C18	400.00	168.59	S46° 35' 22.71"E	(3096006.54,10183215.22)	(3096128.11,10183100.22)
C19	1000.00	444.94	S45° 55' 02.38"E	(3096209.63,10183050.58)	(3096526.62,10182743.59)
C20	300.00	263.37	S58° 19' 15.60"E	(3096633.59,10182579.94)	(3096850.59,10182446.02)
C25	300.00	123.53	S21° 13' 28.48"E	(3097800.30,10182998.43)	(3097844.71,10182884.08)
C26	1276.98	319.39	S40° 11' 11.27"E	(3097844.71,10182884.08)	(3098050.27,10182640.72)

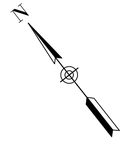
Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord
C1	2964.69'	591.33'	11°25'41"	S62° 02' 54"W	590.35'
C2	1121.83'	649.43'	33°10'07"	S38° 42' 32"E	640.40'

Line Table		
Line #	Direction	Length
L1	S00° 56' 36"W	4.92'
L2	S20° 23' 58"E	31.08'
L3	S68° 02' 24"W	141.64'
L4	S68° 35' 50"W	104.91'
L5	S70° 35' 03"W	52.82'
L6	S69° 21' 34"W	33.07'
L7	N86° 07' 36"W	15.96'
L8	N12° 54' 09"W	26.28'
L9	N23° 33' 09"W	50.64'
L10	N06° 32' 10"W	38.60'
L11	N31° 06' 26"W	23.55'
L12	N55° 00' 39"W	84.34'
L13	N59° 38' 41"W	187.08'
L14	N71° 15' 32"W	115.00'
L15	N30° 58' 57"W	89.55'
L16	N46° 21' 04"W	81.75'
L17	N32° 59' 03"W	66.49'
L18	N04° 29' 06"W	128.19'

Line Table		
Line #	Direction	Length
L19	N24° 22' 29"W	142.15'
L20	N29° 31' 29"W	183.79'
L21	N71° 06' 44"W	139.80'
L22	N38° 38' 27"W	130.91'
L23	N57° 22' 27"W	138.26'
L24	N02° 30' 03"W	77.10'
L25	N20° 50' 20"W	46.42'
L26	N68° 33' 12"W	105.88'
L27	N46° 03' 11"W	53.58'
L28	N04° 17' 44"E	57.66'
L29	N36° 43' 53"W	92.46'
L30	N75° 29' 04"W	150.91'
L31	N71° 23' 00"W	119.52'
L32	N00° 31' 26"E	97.96'
L33	N34° 15' 50"E	53.63'
L34	N06° 07' 48"E	59.95'
L35	N44° 13' 08"E	42.48'
L36	S82° 00' 43"E	36.98'

Line Table		
Line #	Direction	Length
L37	N45° 13' 06"E	145.15'
L38	N55° 24' 49"E	81.18'
L39	N88° 23' 08"E	70.98'
L40	N57° 54' 04"E	151.47'
L41	N51° 12' 50"E	104.05'
L42	S63° 42' 59"E	81.04'
L43	N70° 51' 07"E	98.46'
L44	N22° 51' 53"E	91.10'
L45	N25° 23' 17"W	43.06'
L46	N28° 16' 22"E	66.53'
L47	N09° 58' 27"E	104.21'
L48	N46° 37' 19"E	112.75'
L49	N78° 27' 01"E	116.31'
L50	N24° 10' 31"E	60.00'
L51	N39° 49' 54"W	78.77'
L52	N05° 37' 03"W	85.20'
L53	N20° 58' 58"E	113.34'
L54	S50° 46' 27"E	248.88'

Line Table		
Line #	Direction	Length
L55	S41° 38' 12"E	117.82'
L56	S51° 31' 08"E	185.65'
L57	S53° 37' 42"E	86.18'
L58	S69° 40' 34"E	203.45'
L59	S77° 26' 53"E	13.91'
L60	S84° 57' 49"E	39.89'
L61	S78° 38' 19"E	21.01'
L62	N69° 47' 24"E	33.87'
L63	S88° 43' 31"E	20.35'
L65	S60° 06' 02"E	12.60'
L66	S45° 47' 18"E	134.21'
L67	S26° 13' 25"E	133.75'
L68	S68° 00' 51"W	29.73'
L69	S55° 17' 11"E	53.85'
L70	S44° 16' 23"E	49.19'
L71	S43° 21' 14"E	27.52'
L72	S61° 44' 34"W	1.35'



100' 0' 100' 200'

SCALE 1" = 100'

LEGEND

PROPOSED

- PROPERTY LINE
- EASEMENT
- PROPOSED ROAD CENTERLINE
- PHASE LINE
- 100YR FLOODPLAIN
- BUILDING SETBACK
- PROPOSED R.O.W.

NO.	REVISION	DATE	BY

DESIGNED:
DESIGN CHECKED:
DRAWN:
COGO CHECKED:
SURVEY CHECKED:
QA/QC: DATE:
QA/QC REVISIONS:

ENGINEERING AND SURVEYING
9050 N. CAPITAL HWY, BLDG 3, SUITE 390
AUSTIN, TEXAS 78759
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TBPE FIRM REG. No. 280
TBPLS FIRM REG. No. 100486

WILDSPRING
C.R. 175
LEANDER, TEXAS 78641

LINE AND CURVE TABLES 1 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED PROFESSIONAL ENGINEER
9/30/2022

SHEET 8
OF 28 SHEETS

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22-PP-007

Y:\05 LAND DEV\02 Projects\Toll Brothers\CR 175\05 CAD\04 Sheets\PRELIMINARY PLAT\OVERALL PRELIMINARY PLAN.dwg, Layout: 1 (4), 8/30/2022 4:01:06 PM

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	7053.268	SFC	A
2	7960.473	SFC	A
3	6678.696	SFC	A
4	6778.454	SFC	A
5	6674.725	SFC	A
6	6558.242	SFC	A
HOA	15,335		A

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	6710.009	SFC	B
2	6500.000	SFC	B
3	6500.000	SFC	B
4	6500.000	SFC	B
5	6500.000	SFC	B
6	6500.000	SFC	B
7	6500.000	SFC	B
8	6500.000	SFC	B
9	6500.000	SFC	B
10	6500.000	SFC	B
11	6605.806	SFC	B
12	6754.972	SFC	B
13	6729.689	SFC	B
14	6729.269	SFC	B
15	6748.868	SFC	B
16	6594.157	SFC	B
HOA	28,990		B

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	6500.000	SFC	C
2	6500.000	SFC	C
3	6500.000	SFC	C
4	6500.000	SFC	C
5	6500.000	SFC	C
6	6500.000	SFC	C
7	6500.000	SFC	C
8	6500.000	SFC	C
9	6500.000	SFC	C
10	6892.801	SFC	C
11	6957.437	SFC	C
12	6530.830	SFC	C
HOA	58,966		C
POND #5	737,437.5		C

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	7666.082	SFC	D
2	6500.000	SFC	D
3	7235.453	SFC	D
4	8192.326	SFC	D
5	8357.762	SFC	D
6	7492.270	SFC	D
7	6758.796	SFC	D
8	6500.000	SFC	D
9	6499.586	SFC	D

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	9985.103	SFU	E
2	9922.815	SFU	E
3	7800.000	SFU	E
4	7832.854	SFU	E
5	8861.709	SFU	E
6	8941.263	SFU	E
7	8096.317	SFU	E
8	7721.852	SFU	E

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	6500.000	SFC	F
2	7474.299	SFC	F
3	7737.739	SFC	F
4	6923.682	SFC	F
5	6500.000	SFC	F
6	6500.321	SFC	F
7	9553.409	SFU	F
8	8992.285	SFU	F
9	9157.804	SFU	F
10	11443.090	SFU	F
11	8286.938	SFC	F
12	7535.633	SFC	F
13	6617.676	SFC	F
14	7079.989	SFC	F
15	6533.473	SFC	F
16	6500.000	SFC	F
17	6500.000	SFC	F
18	6500.000	SFC	F
19	6500.000	SFC	F
20	6500.000	SFC	F
21	6500.000	SFC	F
22	6500.000	SFC	F
HOA	46,800		F

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	7731.408	SFC	G
2	6955.000	SFC	G
3	6955.000	SFC	G
4	6955.000	SFC	G
5	6955.000	SFC	G
6	6955.000	SFC	G
7	6955.000	SFC	G
8	6955.000	SFC	G
9	6954.899	SFC	G
10	7293.765	SFC	G
11	7332.219	SFC	G
12	7333.045	SFC	G
13	7464.734	SFC	G
14	8487.935	SFC	G
15	7665.874	SFC	G
16	6792.500	SFC	G
17	7034.663	SFC	G
18	7177.701	SFC	G
19	7186.170	SFC	G
20	7120.857	SFC	G
21	6792.500	SFC	G
22	6792.500	SFC	G
23	6792.500	SFC	G
24	6792.500	SFC	G
25	6792.500	SFC	G
26	6792.500	SFC	G
27	6792.500	SFC	G
28	6854.221	SFC	G
29	7665.874	SFC	G

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	7905.739	SFC	H
2	7189.099	SFC	H
3	7290.471	SFC	H
4	7391.842	SFC	H
5	7493.213	SFC	H
6	7594.585	SFC	H
7	8058.679	SFC	H
8	8247.094	SFC	H
9	6966.773	SFC	H
10	6895.220	SFC	H
11	7187.320	SFC	H
12	7891.017	SFC	H
13	7791.118	SFC	H
14	7831.735	SFC	H
15	7962.911	SFC	H
16	7980.576	SFC	H
17	7645.775	SFC	H
18	7311.235	SFC	H
19	7808.342	SFC	H

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	6351.987	SFC	I
2	6418.132	SFC	I
3	6387.394	SFC	I
4	6446.850	SFC	I
5	6494.131	SFC	I
6	6500.000	SFC	I
7	7665.881	SFC	I
8	11608.301	SFU	I
9	10293.086	SFU	I
10	10474.848	SFU	I
11	10304.316	SFU	I
12	9650.375	SFU	I
13	7842.680	SFU	I
HOA	58,098		I

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
2	8300.755	SFC	J
3	8364.882	SFC	J
6	10224.715	SFC	J
7	10958.433	SFU	J
8	11719.962	SFU	J
9	8577.739	SFU	J
10	9157.790	SFU	J
11	9728.658	SFC	J
12	7433.131	SFC	J
13	8245.952	SFC	J
14	6493.689	SFC	J
15	6500.000	SFC	J
16	6500.000	SFC	J
17	6500.000	SFC	J
18	6500.000	SFC	J
19	6500.000	SFC	J
20	6500.000	SFC	J
21	6500.000	SFC	J
22	6500.000	SFC	J
23	7665.874	SFC	J

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	7940.027	SFC	K
2	6683.658	SFC	K
3	5654.392	SFC	K
4	6872.593	SFC	K
5	7551.176	SFC	K
6	6500.000	SFC	K
7	6500.000	SFC	K
8	6500.000	SFC	K
9	6500.000	SFC	K
10	6500.000	SFC	K
11	7101.465	SFC	K
12	8158.387	SFC	K
13	6690.152	SFC	K
14	6741.161	SFC	K
15	6487.595	SFC	K

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	7463.158	SFU	L
2	10175.684	SFU	L
3	7765.508	SFU	L
4	9619.149	SFU	L
5	8963.333	SFU	L
6	8324.970	SFU	L
7	8371.298	SFU	L
8	8146.703	SFU	L
9	8965.874	SFU	L
10	7800.574	SFU	L
11	8153.042	SFU	L
12	8205.770	SFU	L
HOA	17,150		L
POND #2	49,341.3		L

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
3	7800.000	SFU	M
4	7800.000	SFU	M
5	7800.000	SFU	M
6	7800.000	SFU	M
8	8109.281	SFU	M
9	8846.079	SFU	M
10	9061.721	SFU	M
11	8352.887	SFU	M
12	7800.000	SFU	M

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
5	8263.292	SFU	N
6	8313.213	SFU	N
7	7976.797	SFU	N
8	7799.845	SFU	N
9	7800.000	SFU	N
10	8086.236	SFU	N
11	9100.445	SFU	N
12	9236.393	SFU	N
13	9165.997	SFU	N
14	9506.234	SFU	N
15	9700.198	SFU	N
POND #1	164,215.7		N
POND #3	54,755.8		N

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	8036.101	SFC	O
2	6854.667	SFC	O
3	6873.398	SFC	O
4	6740.500	SFC	O
5	7664.905	SFC	O
6	10920.317	SFU	O
7	10090.632	SFU	O
8	9188.646	SFU	O
9	8809.355	SFU	O
10	8549.351	SFU	O
11	9595.049	SFU	O
12	7429.651	SFU	O
13	8536.288	SFU	O
14	8545.895	SFU	O
15	8827.700	SFU	O
16	9044.995	SFU	O
17	9497.263	SFU	O
18	9854.240	SFU	O
19	8911.449	SFU	O

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	7202.668	SFC	P
2	6177.438	SFC	P
3	7259.411	SFC	P
4	8304.156	SFC	P
5	7059.796	SFC	P
6	8389.142	SFC	P
7	7389.452	SFC	P
8	7695.798	SFC	P
9	7325.271	SFC	P
10	7144.164	SFC	P
11	6963.058	SFC	P
12	6781.952	SFC	P
13	6600.846	SFC	P

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	8822.198	SFC	Q
2	8574.007	SFC	Q
3	7867.677	SFC	Q
4	7070.669	SFC	Q
5	7714.878	SFC	Q
6	7257.562	SFC	Q
7	7735.823	SFC	Q
8	7752.954	SFC	Q
9	7603.343	SFC	Q
10	8026.564	SFC	Q
11	7925.734	SFC	Q
12	7313.688	SFC	Q
HOA	17,150		Q

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	5953.474	SFC	R
2	6226.807	SFC	R
3	6226.745	SFC	R
4	6226.713	SFC	R
5	6226.711	SFC	R
6	6226.738	SFC	R
7	6226.797	SFC	R
8	6226.885	SFC	R
9	6833.951	SFC	R
10	11071.966	SFC	R
HOA	17,150		R

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	9771.691	SFC	S
2	8413.814	SFC	S
3	10095.467	SFC	S
4	10958.080	SFU	S
5	10204.176	SFU	S
6	14035.179	SFU	S
7	9604.647	SFU	S
8	13402.099	SFU	S
9	7990.750	SFC	S
10	9233.142	SFC	S
11	8332.579	SFC	S
12	6709.881	SFC	S
13	6657.941	SFC	S
14	8312.468	SFC	S
15	8353.507	SFC	S
16	8622.124	SFC	S
17	6888.597	SFC	S
HOA	16,407		S

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	8258.985	SFC	T
2	7248.579	SFC	T
3	9739.748	SFC	T
4	8469.349	SFC	T
5	7703.733	SFC	T
6	6988.706	SFC	T
7	6763.526	SFC	T
8	7525.557	SFC	T
9	8793.260	SFU	T
10	9015.114	SFU	T
11	9101.395	SFU	T
12	9632.679	SFU	T
13	10404.232	SFU	T
14	7859.287	SFU	T
15	7651.129	SFU	T
HOA	31,338	SFU	T

Parcel Area Table

Parcel #	SQ. FT.	ZONING	BLOCK
1	8819.694	SFU	U
2	8860.145	SFU	U
3	9513.479	SFU	U
4	7800.000	SFU	U
5	7800.000	SFU	U
6	7800.000	SFU	U
7	9745.118	SFU	U
8	7628.004	SFU	U
9	8597.724	SFU	U
POND #4	46,991		U

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WILDSPRING
C.R. 175
LEANDER, TEXAS 78641

LINE AND CURVE TABLES
2 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED PROFESSIONAL ENGINEER

8/30/2022

SHEET 9
OF 28 SHEETS

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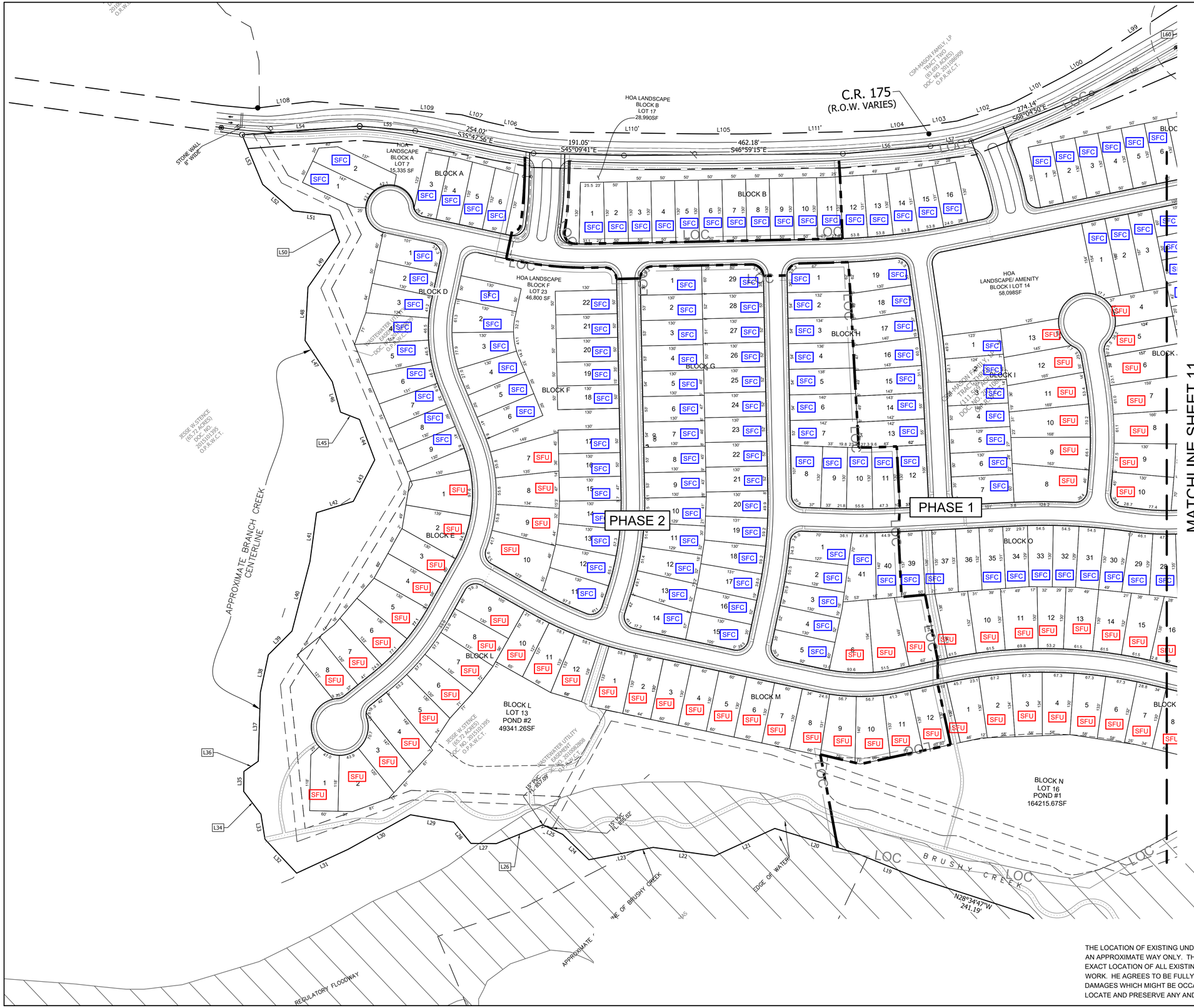

100' 0' 100' 200'

SCALE 1" = 100'

LEGEND

PROPOSED	
	PROPERTY LINE
	EASEMENT
	PROPOSED ROAD CENTERLINE
	PHASE LINE
100YR	FLOODPLAIN
	PROPOSED R.O.W.
SFC	SINGLE FAMILY URBAN (SFU)
SFU	SINGLE FAMILY COMPACT (SFC)

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ZONING MAP - 1 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED PROFESSIONAL ENGINEER

8/30/2022

SHEET 10
OF 28 SHEETS

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

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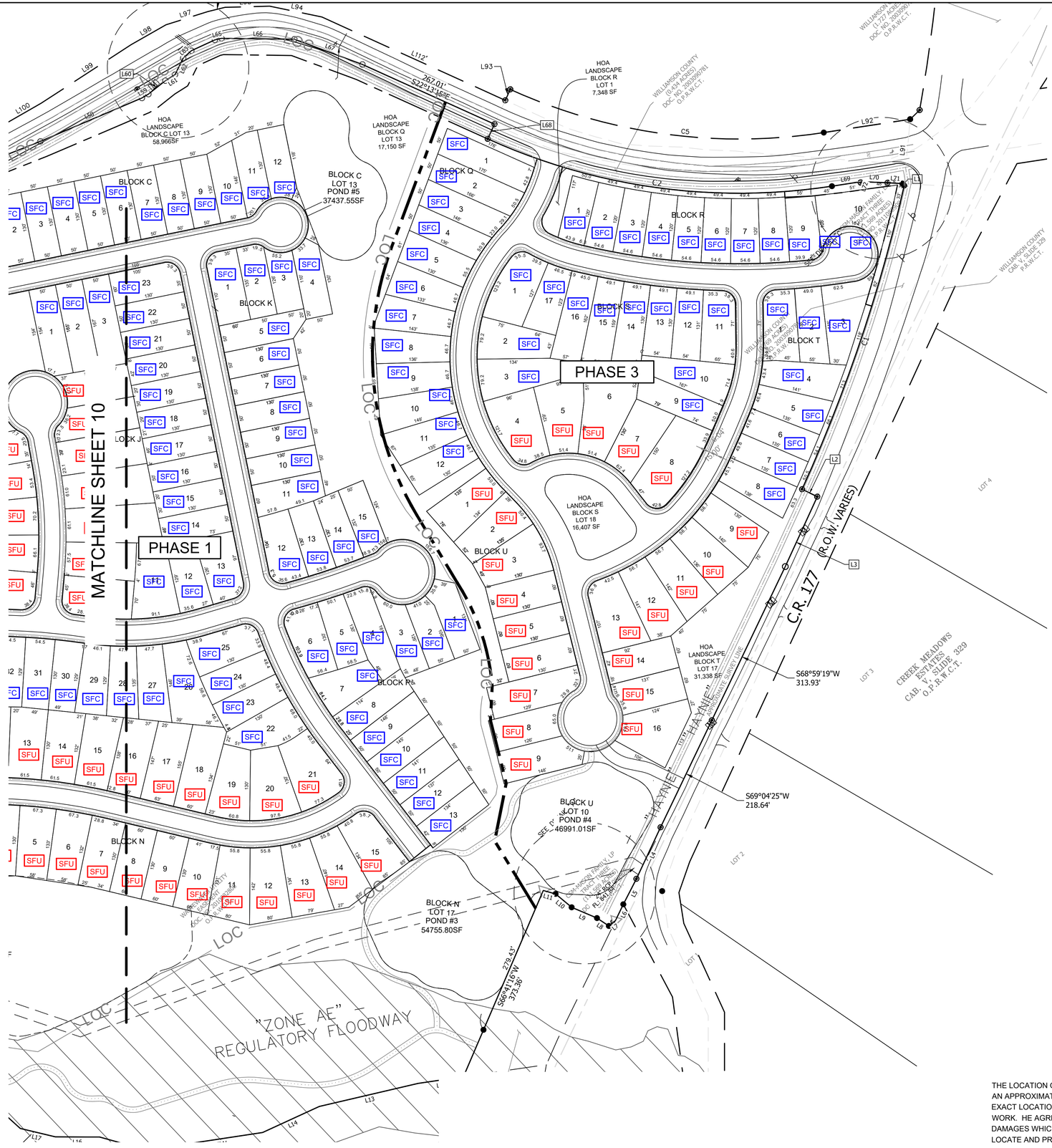

LEGEND

PROPOSED	
	PROPERTY LINE
	EASEMENT
	PROPOSED ROAD CENTERLINE
	PHASE LINE
100YR	FLOODPLAIN
	PROPOSED R.O.W.
SFC	SINGLE FAMILY URBAN (SFU)
SFU	SINGLE FAMILY COMPACT (SFC)

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WILDSPRING
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ZONING MAP -2 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED PROFESSIONAL ENGINEER

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SHEET 11
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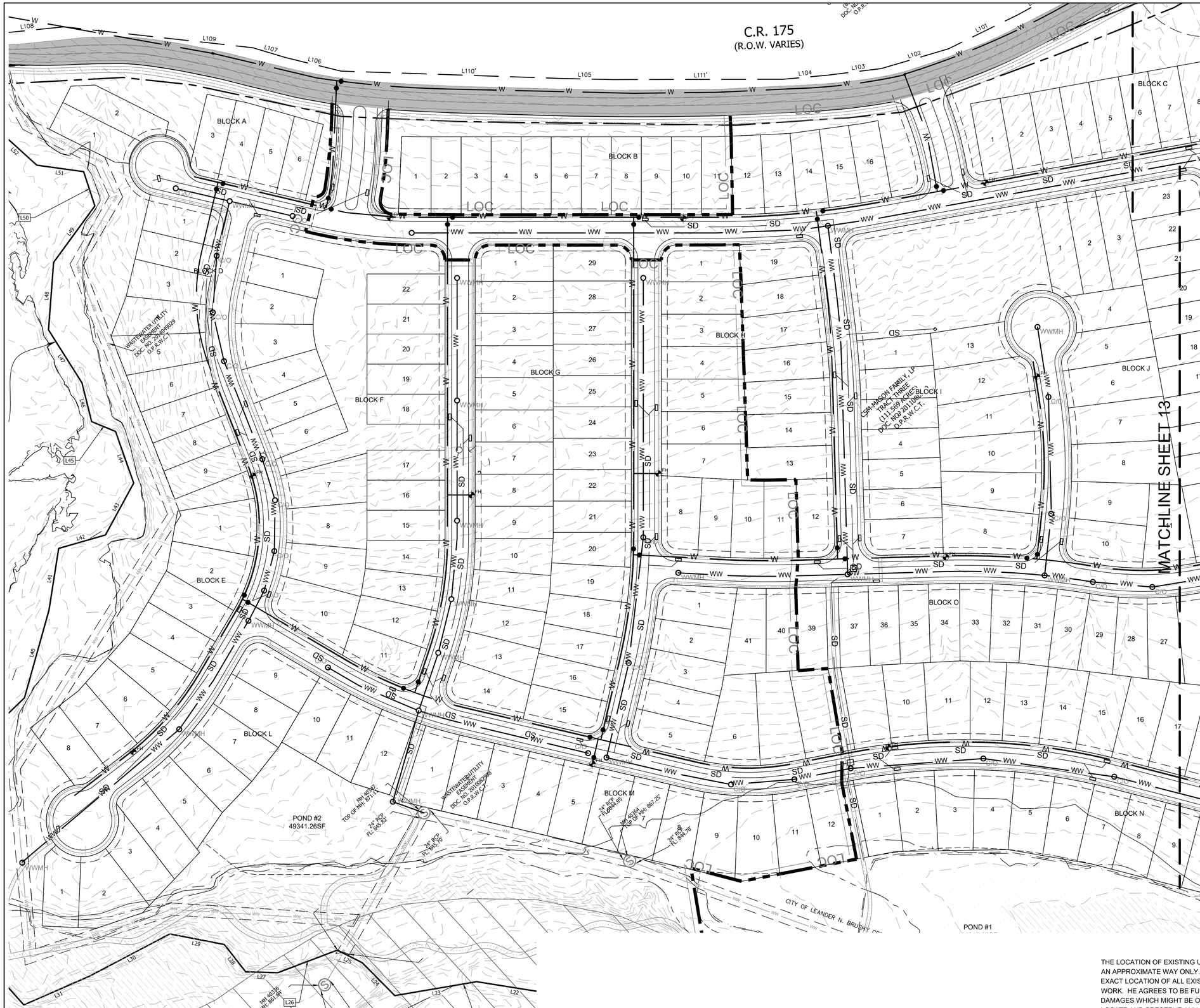

N

20' 0' 20' 40'

SCALE 1" = 20'

LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT
W	W	WATER
WW	WW	WASTEWATER
SS	SD	STORM SEWER
UO		OVERHEAD ELECTRIC
UE		UNDERGROUND ELECTRIC
G		GAS
		CURB & GUTTER
		WOOD FENCE
	LOC	LIMITS OF CONSTRUCTION
		SIDEWALK
		6' WIDE PARK TRAIL
WV FH	FH	FIRE HYDRANT ASSEMBLY
	WM	WATER METER
WV		WATER VALVE
		BACKFLOW PREVENTER
WWMH	WWMH	WASTEWATER MANHOLE
	CO	WASTEWATER CLEANOUT
SSMH	D	STORM SEWER MANHOLE
		UTILITY CROSSING
		FULLY DEVELOPED 100 YR FLOOD PLAIN
		PROPOSED 100 YR FLOOD PLAIN
		FUTURE ZONE AE PER PENDING CITY OF LEANDER LOMR

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

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OVERALL IMPROVEMENTS
1 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED
PROFESSIONAL ENGINEER

8/30/2022

SHEET 12 OF 28 SHEETS

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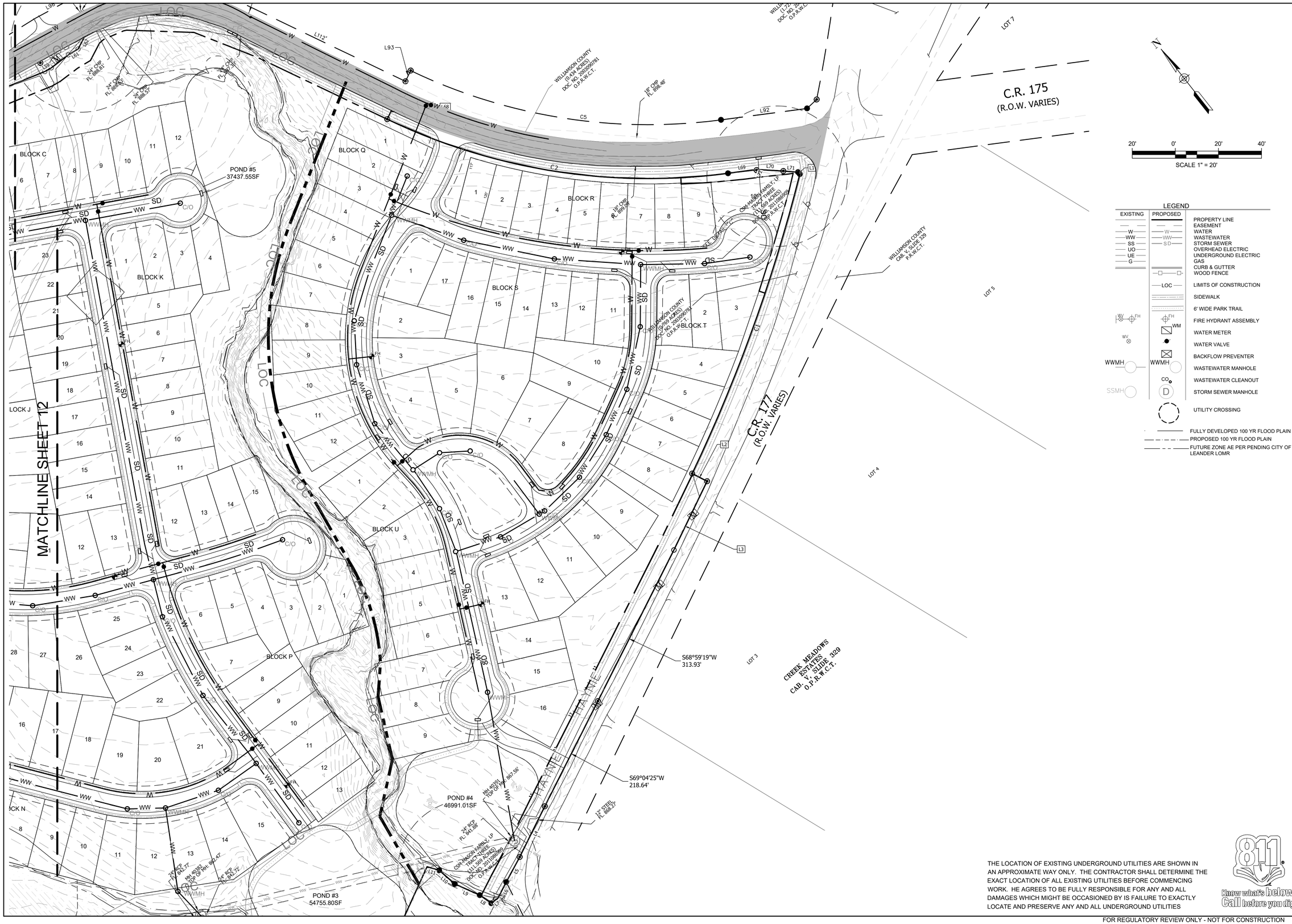

LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT
W	W	WATER
WW	WW	WASTEWATER
SS	SD	STORM SEWER
UO		OVERHEAD ELECTRIC
UE		UNDERGROUND ELECTRIC
G		GAS
		CURB & GUTTER
		WOOD FENCE
	LOC	LIMITS OF CONSTRUCTION
		SIDEWALK
		6' WIDE PARK TRAIL
WV FH	FH	FIRE HYDRANT ASSEMBLY
	WM	WATER METER
WV		WATER VALVE
		BACKFLOW PREVENTER
WWMH	WWMH	WASTEWATER MANHOLE
	CO	WASTEWATER CLEANOUT
SSMH	D	STORM SEWER MANHOLE
		UTILITY CROSSING
		FULLY DEVELOPED 100 YR FLOOD PLAIN
		PROPOSED 100 YR FLOOD PLAIN
		FUTURE ZONE AE PER PENDING CITY OF LEANDER LOMR

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OVERALL IMPROVEMENTS 2 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED
PROFESSIONAL ENGINEER
8/30/2022

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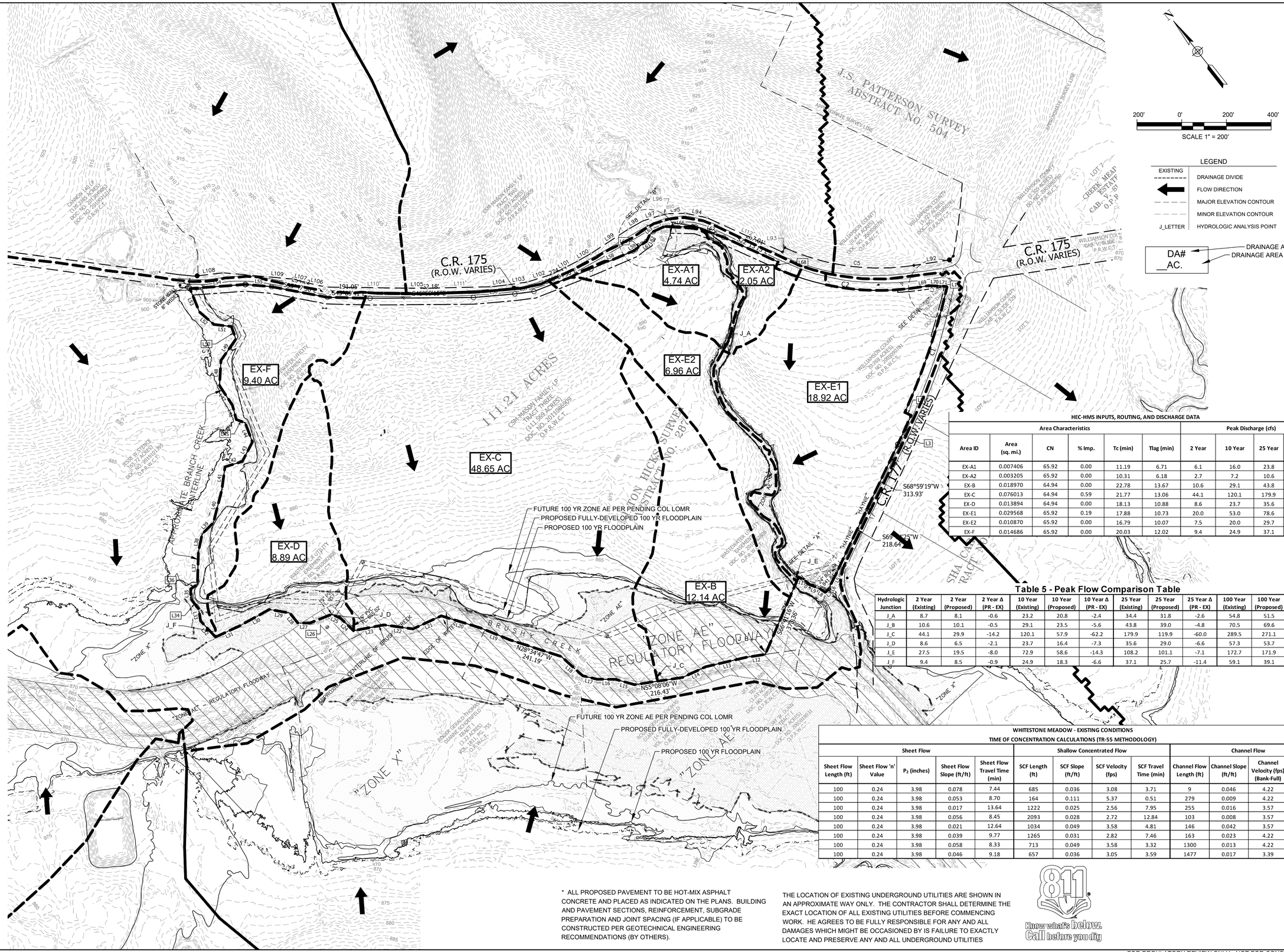

LEGEND

EXISTING	
	DRAINAGE DIVIDE
	FLOW DIRECTION
	MAJOR ELEVATION CONTOUR
	MINOR ELEVATION CONTOUR
J_LETTER	HYDROLOGIC ANALYSIS POINT

DA#
__AC.
DRAINAGE AREA ID
DRAINAGE AREA

HEC-HMS INPUTS, ROUTING, AND DISCHARGE DATA

Area Characteristics						Peak Discharge (cfs)			
Area ID	Area (sq. mi.)	CN	% Imp.	Tc (min)	Tlag (min)	2 Year	10 Year	25 Year	100 Year
EX-A1	0.007406	65.92	0.00	11.19	6.71	6.1	16.0	23.8	38.0
EX-A2	0.003205	65.92	0.00	10.31	6.18	2.7	7.2	10.6	16.9
EX-B	0.018970	64.94	0.00	22.78	13.67	10.6	29.1	43.8	70.5
EX-C	0.076013	64.94	0.59	21.77	13.06	44.1	120.1	179.9	289.5
EX-D	0.013894	64.94	0.00	18.13	10.88	8.6	23.7	35.6	57.3
EX-E1	0.029568	65.92	0.19	17.88	10.73	20.0	53.0	78.6	125.4
EX-E2	0.010870	65.92	0.00	16.79	10.07	7.5	20.0	29.7	47.3
EX-F	0.014686	65.92	0.00	20.03	12.02	9.4	24.9	37.1	59.1

Table 5 - Peak Flow Comparison Table

Hydrologic Junction	2 Year (Existing)	2 Year (Proposed)	2 Year Δ (PR - EX)	10 Year (Existing)	10 Year (Proposed)	10 Year Δ (PR - EX)	25 Year (Existing)	25 Year (Proposed)	25 Year Δ (PR - EX)	100 Year (Existing)	100 Year (Proposed)	100 Year Δ (PR - EX)
J_A	8.7	8.1	-0.6	23.2	20.8	-2.4	34.4	31.8	-2.6	54.8	51.5	-3.3
J_B	10.6	10.1	-0.5	29.1	23.5	-5.6	43.8	39.0	-4.8	70.5	69.6	-0.9
J_C	44.1	29.9	-14.2	120.1	57.9	-62.2	179.9	119.9	-60.0	289.5	271.1	-18.4
J_D	8.6	6.5	-2.1	23.7	16.4	-7.3	35.6	29.0	-6.6	57.3	53.7	-3.6
J_E	27.5	19.5	-8.0	72.9	58.6	-14.3	108.2	101.1	-7.1	172.7	171.9	-0.8
J_F	9.4	8.5	-0.9	24.9	18.3	-6.6	37.1	25.7	-11.4	59.1	39.1	-20.0

WHITESTONE MEADOW - EXISTING CONDITIONS
TIME OF CONCENTRATION CALCULATIONS (TR-55 METHODOLOGY)

Sheet Flow					Shallow Concentrated Flow				Channel Flow			
Sheet Flow Length (ft)	Sheet Flow 'n' Value	P_2 (inches)	Sheet Flow Slope (ft/ft)	Sheet Flow Travel Time (min)	SCF Length (ft)	SCF Slope (ft/ft)	SCF Velocity (fps)	SCF Travel Time (min)	Channel Flow Length (ft)	Channel Slope (ft/ft)	Channel Velocity (fps) (Bank-Full)	Channel Flow Travel Time (min)
100	0.24	3.98	0.078	7.44	685	0.036	3.08	3.71	9	0.046	4.22	0.04
100	0.24	3.98	0.053	8.70	164	0.111	5.37	0.51	279	0.009	4.22	1.10
100	0.24	3.98	0.017	13.64	1222	0.025	2.56	7.95	255	0.016	3.57	1.19
100	0.24	3.98	0.056	8.45	2093	0.028	2.72	12.84	103	0.008	3.57	0.48
100	0.24	3.98	0.021	12.64	1034	0.049	3.58	4.81	146	0.042	3.57	0.68
100	0.24	3.98	0.039	9.77	1265	0.031	2.82	7.46	163	0.023	4.22	0.64
100	0.24	3.98	0.058	8.33	713	0.049	3.58	3.32	1300	0.013	4.22	5.13
100	0.24	3.98	0.046	9.18	657	0.036	3.05	3.59	1477	0.017	3.39	7.26

* ALL PROPOSED PAVEMENT TO BE HOT-MIX ASPHALT CONCRETE AND PLACED AS INDICATED ON THE PLANS. BUILDING AND PAVEMENT SECTIONS, REINFORCEMENT, SUBGRADE PREPARATION AND JOINT SPACING (IF APPLICABLE) TO BE CONSTRUCTED PER GEOTECHNICAL ENGINEERING RECOMMENDATIONS (BY OTHERS).

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

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WILDSPRING
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EXISTING DRAINAGE AREA MAP

STATE OF TEXAS
MICHAEL A. KENNEY
131885
LICENSED PROFESSIONAL ENGINEER
8/30/2022

SHEET 14
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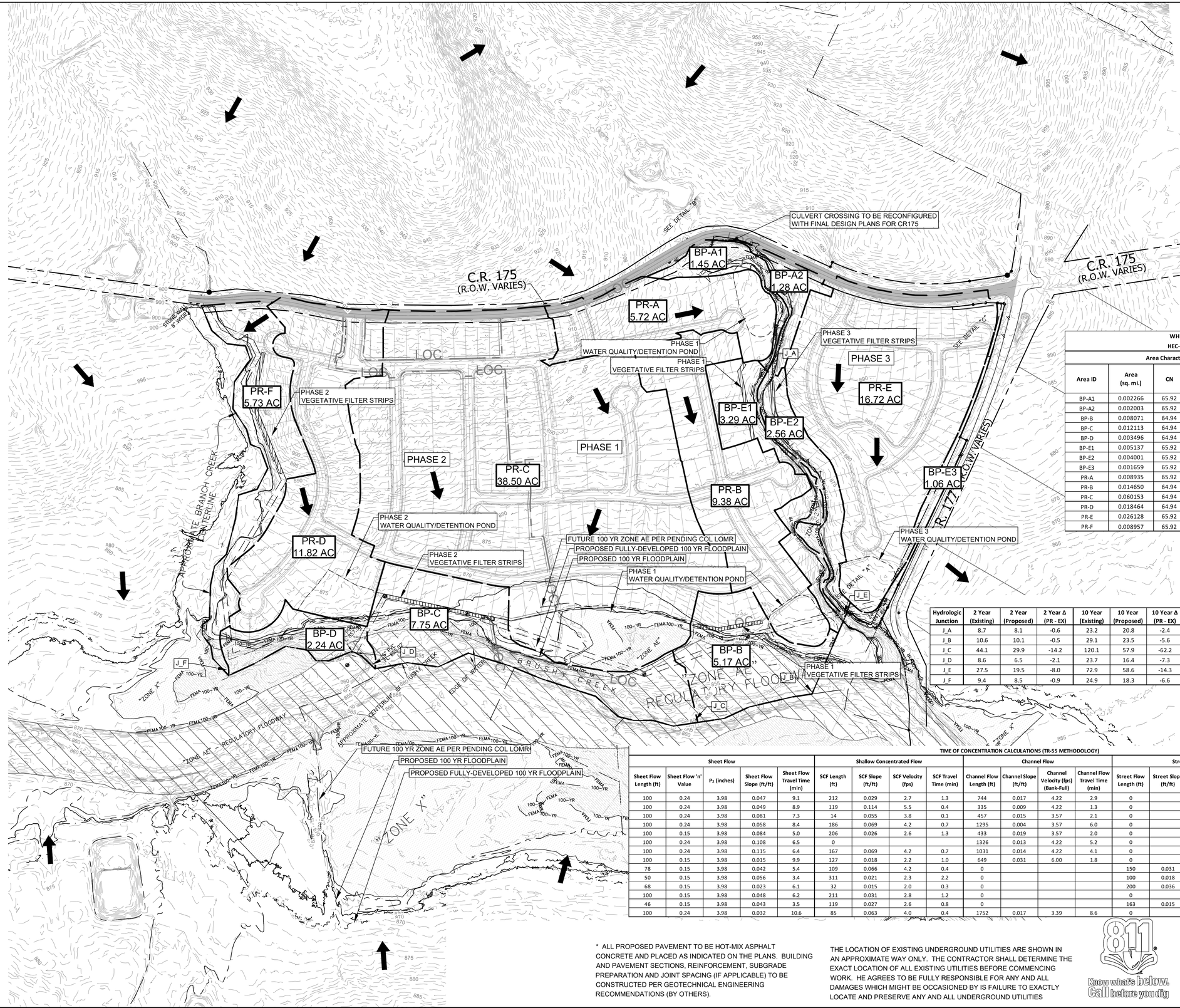

200' 0' 200' 400'

SCALE 1" = 200'

LEGEND

EXISTING	
	DRAINAGE DIVIDE
	FLOW DIRECTION
	MAJOR ELEVATION CONTOUR
	MINOR ELEVATION CONTOUR
J_LETTER	HYDROLOGIC ANALYSIS POINT

DA#
__AC.
DRAINAGE AREA ID
DRAINAGE AREA

A FLOODPLAIN DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF LEANDER PRIOR TO COMMENCEMENT OF CONSTRUCTION FOR THE PROPOSED DEVELOPMENT.

WHITESTONE MEADOW - PROPOSED CONDITIONS
HEC-HMS INPUTS, ROUTING, AND DISCHARGE DATA

Area Characteristics						Peak Discharge (cfs)			
Area ID	Area (sq. mi.)	CN	% Imp.	Tc (min)	Tlag (min)	2 Year	10 Year	25 Year	100 Year
BP-A1	0.002266	65.92	6.08	13.3	8.0	2.0	4.9	7.1	11.1
BP-A2	0.002003	65.92	26.92	10.6	6.4	2.8	5.6	7.7	11.5
BP-B	0.008071	64.94	6.41	9.5	5.7	7.6	19.1	27.9	44.1
BP-C	0.012113	64.94	9.33	15.1	9.1	10.2	24.7	35.8	56.1
BP-D	0.003496	64.94	7.01	8.3	5.0	3.5	8.6	12.7	20.0
BP-E1	0.005137	65.92	28.02	11.7	7.0	7.0	14.0	19.2	28.7
BP-E2	0.004001	65.92	20.44	11.1	6.7	5.0	10.5	14.7	22.2
BP-E3	0.001659	65.92	6.48	12.7	7.6	1.5	3.7	5.3	8.3
PR-A	0.008935	65.92	44.23	7.7	4.6	17.5	31.6	42.0	60.4
PR-B	0.014650	64.94	52.47	8.2	4.9	30.6	53.2	69.9	99.3
PR-C	0.060153	64.94	49.98	10.5	6.3	112.1	197.5	260.3	372.0
PR-D	0.018464	64.94	47.39	10.0	6.0	33.9	60.6	80.3	115.3
PR-E	0.026128	65.92	48.55	7.5	4.5	54.2	95.7	126.1	179.9
PR-F	0.008957	65.92	18.50	19.5	11.7	8.5	18.3	25.7	39.1

Hydrologic Junction	2 Year (Existing)	2 Year (Proposed)	2 Year Δ (PR - EX)	10 Year (Existing)	10 Year (Proposed)	10 Year Δ (PR - EX)	25 Year (Existing)	25 Year (Proposed)	25 Year Δ (PR - EX)	100 Year (Existing)	100 Year (Proposed)	100 Year Δ (PR - EX)
J_A	8.7	8.1	-0.6	23.2	20.8	-2.4	34.4	31.8	-2.6	54.8	51.5	-3.3
J_B	10.6	10.1	-0.5	29.1	23.5	-5.6	43.8	39.0	-4.8	70.5	69.6	-0.9
J_C	44.1	29.9	-14.2	120.1	57.9	-62.2	179.9	119.9	-60.0	289.5	271.1	-18.4
J_D	8.6	6.5	-2.1	23.7	16.4	-7.3	35.6	29.0	-6.6	57.3	53.7	-3.6
J_E	27.5	19.5	-8.0	72.9	58.6	-14.3	108.2	101.1	-7.1	172.7	171.9	-0.8
J_F	9.4	8.5	-0.9	24.9	18.3	-6.6	37.1	25.7	-11.4	59.1	39.1	-20.0

TIME OF CONCENTRATION CALCULATIONS (TR-55 METHODOLOGY)

Sheet Flow					Shallow Concentrated Flow				Channel Flow				Street Flow				Storm Sewer			
Sheet Flow Length (ft)	Sheet Flow 'n' Value	P_2 (inches)	Sheet Flow Slope (ft/ft)	Sheet Flow Travel Time (min)	SCF Length (ft)	SCF Slope (ft/ft)	SCF Velocity (fps)	SCF Travel Time (min)	Channel Flow Length (ft)	Channel Slope (ft/ft)	Channel Velocity (fps) (Bank-Full)	Channel Flow Travel Time (min)	Street Flow Length (ft)	Street Slope (ft/ft)	Street Velocity (fps) (Curb-Full)	Street Flow Travel Time (min)	Storm Sewer Flow Length (ft)	Storm Sewer Slope (ft/ft)	Storm Sewer Velocity (fps) (Pipe-Full)	Storm Sewer Flow Travel Time (min)
100	0.24	3.98	0.047	9.1	212	0.029	2.7	1.3	744	0.017	4.22	2.9	0				0			
100	0.24	3.98	0.049	8.9	119	0.114	5.5	0.4	335	0.009	4.22	1.3	0				0			
100	0.24	3.98	0.081	7.3	14	0.055	3.8	0.1	457	0.015	3.57	2.1	0				0			
100	0.24	3.98	0.058	8.4	186	0.069	4.2	0.7	1295	0.004	3.57	6.0	0				0			
100	0.15	3.98	0.084	5.0	206	0.026	2.6	1.3	433	0.019	3.57	2.0	0				0			
100	0.24	3.98	0.108	6.5	0				1326	0.013	4.22	5.2	0				0			
100	0.24	3.98	0.115	6.4	167	0.069	4.2	0.7	1031	0.014	4.22	4.1	0				0			
100	0.15	3.98	0.015	9.9	127	0.018	2.2	1.0	649	0.031	6.00	1.8	0				0			
78	0.15	3.98	0.042	5.4	109	0.066	4.2	0.4	0				150	0.031	3.00	0.8	485	0.025	8.00	1.0
50	0.15	3.98	0.056	3.4	311	0.021	2.3	2.2	0				100	0.018	3.00	0.6	979	0.015	8.00	2.0
68	0.15	3.98	0.023	6.1	32	0.015	2.0	0.3	0				200	0.036	3.00	1.1	1465	0.024	8.00	3.1
100	0.15	3.98	0.048	6.2	211	0.031	2.8	1.2	0				0				1242	0.028	8.00	2.6
46	0.15	3.98	0.043	3.5	119	0.027	2.6	0.8	0				163	0.015	3.00	0.9	1131	0.019	8.00	2.4
100	0.24	3.98	0.032	10.6	85	0.063	4.0	0.4	1752	0.017	3.39	8.6	0				0			

* ALL PROPOSED PAVEMENT TO BE HOT-MIX ASPHALT CONCRETE AND PLACED AS INDICATED ON THE PLANS. BUILDING AND PAVEMENT SECTIONS, REINFORCEMENT, SUBGRADE PREPARATION AND JOINT SPACING (IF APPLICABLE) TO BE CONSTRUCTED PER GEOTECHNICAL ENGINEERING RECOMMENDATIONS (BY OTHERS).

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

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DESIGN CHECKED:
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COGO CHECKED:
SURVEY CHECKED:
QA/QC: DATE:
QA/QC REVISIONS:

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ENGINEERING AND SURVEYING
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(512)646-3456 (512) 514-0315 FAX
TBPE FIRM REG. No. 280
TBPLS FIRM REG. No. 100486

WILDSPRING
C.R. 175
LEANDER, TEXAS 7641

PROPOSED DRAINAGE AREA MAP

STATE OF TEXAS
MICHAEL A. KENNEY
131885
LICENSED PROFESSIONAL ENGINEER
8/30/2022

SHEET 15
OF 28 SHEETS

Y:\05 LAND DEV\06 Projects\Tall Brothers\CR 175\05 CAD\04 Sheets\PRELIMINARY PLAT\PDAM.dwg, Layout: 1, 8/30/2022 4:11:10 PM

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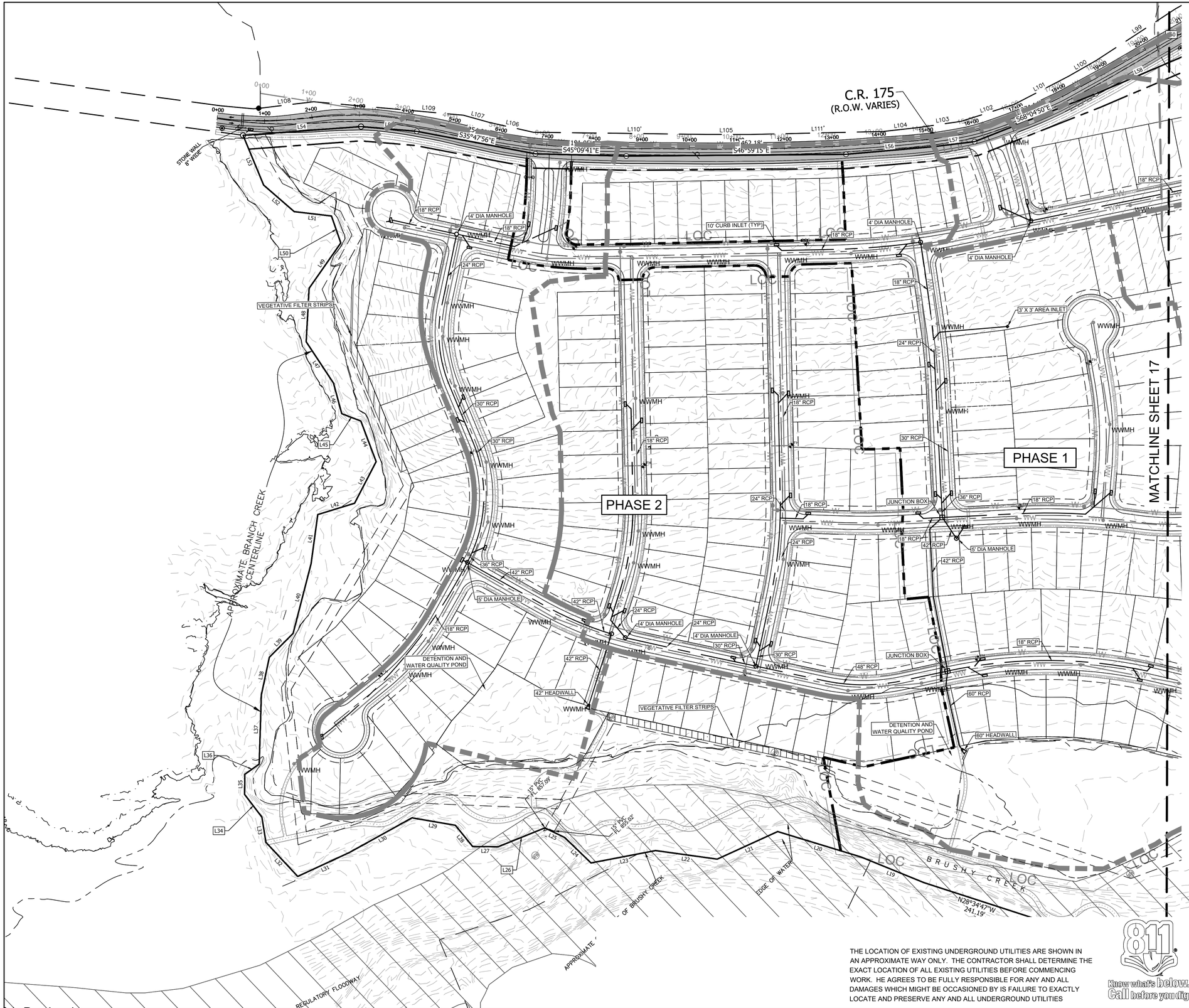

100' 0' 100' 200'

SCALE 1" = 100'

LEGEND

PROPOSED	
	PROPERTY LINE
	EASEMENT
	PROPOSED ROAD CENTERLINE
	PHASE LINE
100YR	FLOODPLAIN
	BUILDING SETBACK
	PROPOSED R.O.W.
	DRAINAGE AREA DIVIDE
	RCP STORM PIPE
	CURB INLET
	AREA INLET
	VEGETATIVE FILTER STRIPS
	FULLY DEVELOPED 100 YR FLOOD PLAIN
	PROPOSED 100 YR FLOOD PLAIN
	FUTURE ZONE AE PER PENDING CITY OF LEANDER LOMR

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WILDSPRING
CR. 175
LEANDER, TEXAS 7__

STORMSEWER PLAN 1 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

SHEET 16
OF 28 SHEETS

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100' 0' 100' 200'

SCALE 1" = 100'

LEGEND

PROPOSED	
	PROPERTY LINE
	EASEMENT
	PROPOSED ROAD CENTERLINE
	PHASE LINE
100YR	FLOODPLAIN
	BUILDING SETBACK
	PROPOSED R.O.W.
	DRAINAGE AREA DIVIDE
	RCP STORM PIPE
	CURB INLET
	AREA INLET
	VEGETATIVE FILTER STRIPS
	FULLY DEVELOPED 100 YR FLOOD PLAIN
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TBPLS FIRM REG. No. 100486

Costello

WILDSPRING
C.R. 175
LEANDER, TEXAS 7

STORMSEWER PLAN 2 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED
PROFESSIONAL ENGINEER
8/30/2022

SHEET 17
OF 28 SHEETS

V:\01 LAND DEV\02 Projects\Toll Brothers\CR 175\01 CAD\06 Use\CHELES\STORMSEWER PLAN (CC).dwg, Layout: 1 (3), 8/30/2022 4:07:12 PM

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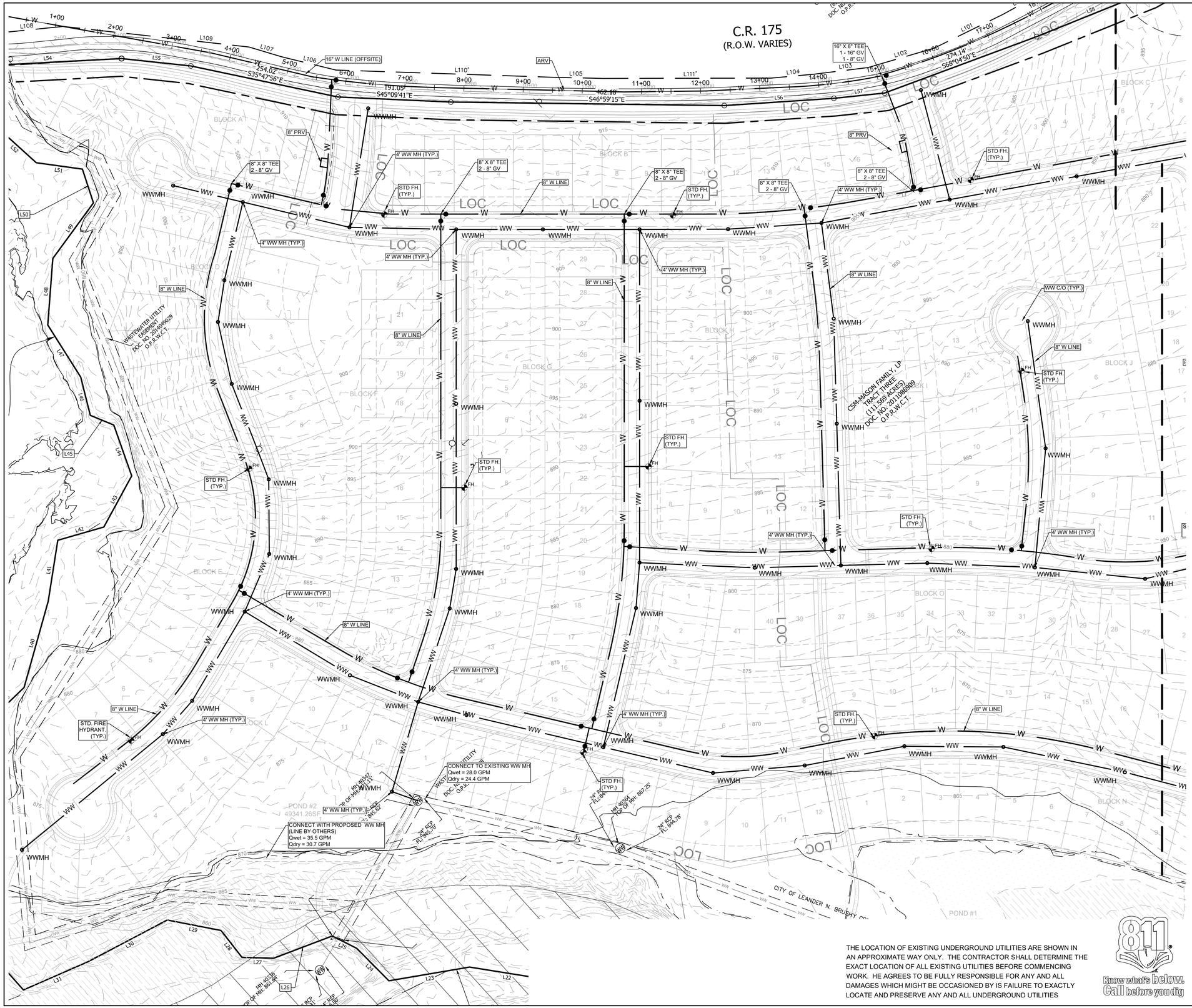

80' 0' 80' 160'

SCALE 1" = 80'

LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT
W	W	WATER
WW	WW	WASTEWATER
SS	SS	STORM SEWER
UO		OVERHEAD ELECTRIC
UE		UNDERGROUND ELECTRIC
G		GAS
		CURB & GUTTER
		WOOD FENCE
	LOC	LIMITS OF CONSTRUCTION
WV FH		FIRE HYDRANT ASSEMBLY
	WM	WATER METER
WV		WATER VALVE
		BACKFLOW PREVENTER
WWMH	S	WASTEWATER MANHOLE
	CO	WASTEWATER CLEANOUT
SSMH	D	STORM SEWER MANHOLE

WATER PRESSURE NOTE:
MINIMUM PRESSURE = 51 PSI, ELECATION 915, BLOCK B LOTS 1-16
MAXIMUM PRESSURE = 119 PSI, ELEVATION 865, BLOCK S LOTS 10-12 & BLOCK U LOTS 1-11

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WATER & WASTEWATER PLAN
1 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED
PROFESSIONAL ENGINEER
8/30/2022

SHEET 18 OF 28 SHEETS

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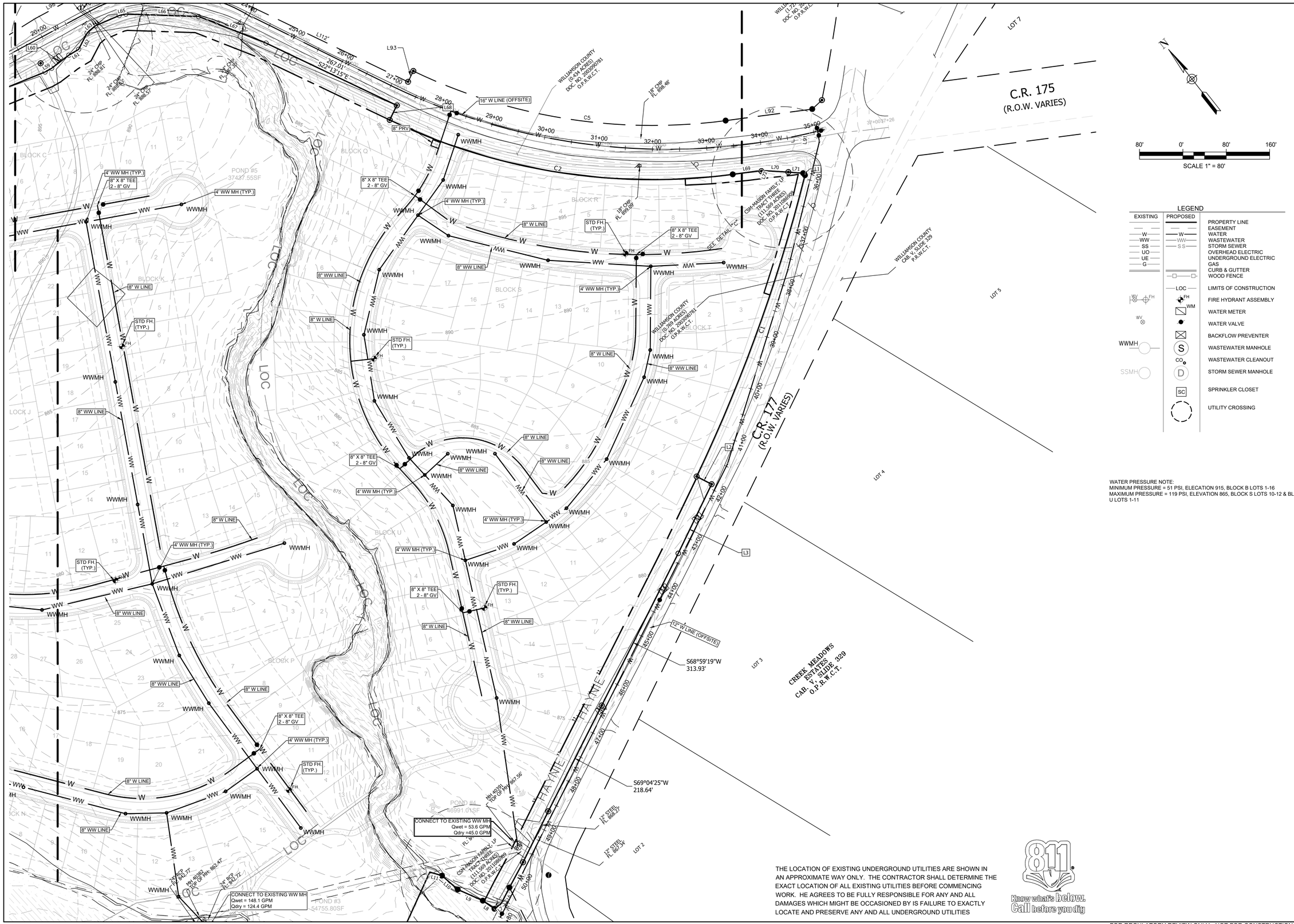

LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT
W	W	WATER
WW	WW	WASTEWATER
SS	SS	STORM SEWER
UO		OVERHEAD ELECTRIC
UE		UNDERGROUND ELECTRIC
G		GAS
		CURB & GUTTER
		WOOD FENCE
	LOC	LIMITS OF CONSTRUCTION
WV FH	FH	FIRE HYDRANT ASSEMBLY
	WM	WATER METER
WV		WATER VALVE
		BACKFLOW PREVENTER
WWMH	S	WASTEWATER MANHOLE
	CO	WASTEWATER CLEANOUT
SSMH	D	STORM SEWER MANHOLE
	SC	SPRINKLER CLOSET
		UTILITY CROSSING

WATER PRESSURE NOTE:
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TBPLS FIRM REG. No. 100486

WILDSPRING
C.R. 175
LEANDER, TEXAS 7

WATER & WASTEWATER PLAN
2 OF 2

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

SHEET 19 OF 28 SHEETS

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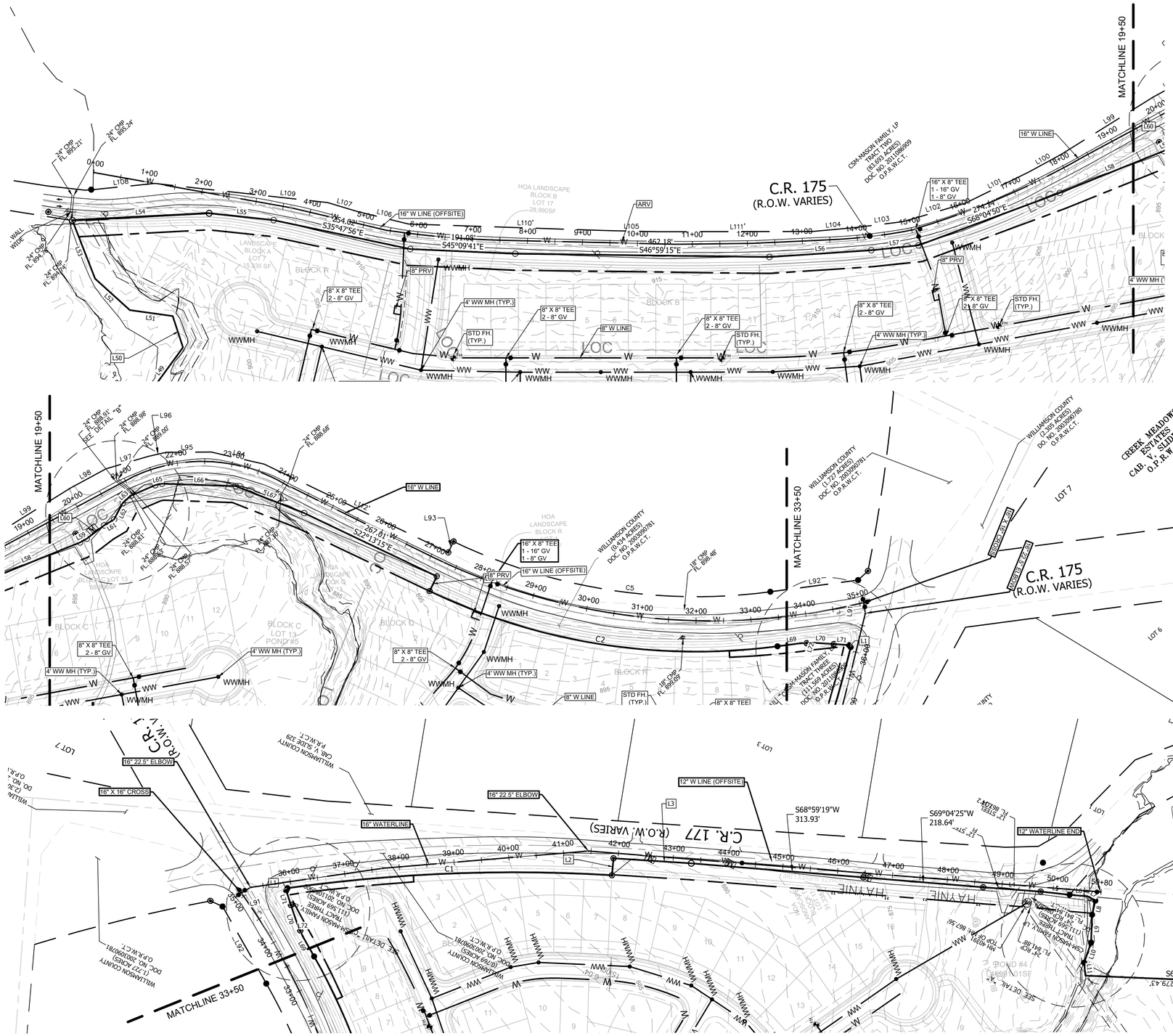

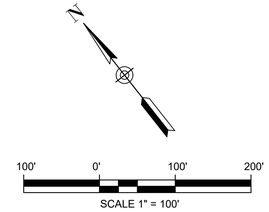

LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT
W	W	WATER
WW	WW	WASTEWATER
SS	SS	STORM SEWER
UO		OVERHEAD ELECTRIC
UE		UNDERGROUND ELECTRIC
G		GAS
		CURB & GUTTER
		WOOD FENCE
	LOC	LIMITS OF CONSTRUCTION
WV FH	FH	FIRE HYDRANT ASSEMBLY
	WM	WATER METER
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WWMH	S	WASTEWATER MANHOLE
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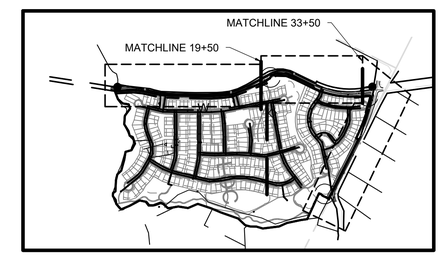
SSMH	D	STORM SEWER MANHOLE
	SC	SPRINKLER CLOSET
		UTILITY CROSSING



KEYMAP
SCALE (1" - 1000')

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WILDSPRING
C.R. 175
LEANDER, TEXAS 7

OFFSITE WATER

STATE OF TEXAS
STEVEN BUFFUM
115531
LICENSED PROFESSIONAL ENGINEER
8/30/2022

SHEET 20 OF 28 SHEETS

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LEGEND

	EXISTING TREE TO REMAIN
	EXISTING TREE TO BE REMOVED
	EXISTING HERITAGE TREE TO REMAIN
	EXISTING HERITAGE TREE TO BE REMOVED
	EXISTING TREE NOT INCLUDED IN PLAT MITIGATION

LANDSCAPE NOTE:
XERI-SCAPE WILL BE USED IN LIEU OF TURF AND STREET TREES WITHIN THE PLANTING STRIP BETWEEN BACK OF CURB AND PUBLIC RIGHT OF WAY TO CONSERVE WATER

TREE SURVEY NOTE:
TREE SURVEY WAS COMPLETED BY LANDESIGN SERVICES INC. ON SEPTEMBER 14,2021

TREE MITIGATION SITE PLAN

SAVED & REMOVED TREES

SCALE : 1" = 150'
0 75 150 300
NORTH

Mason Tract (CR 175) Tree Mitigation Calculations *City of Leander, Texas*					
Tree Mitigation Requirements	Total	Removed	Mitigation Ratio	Mitigation Required	Mitigation Provided
Existing 8-17.99" *	16157.5	2298.5	1 to 1	0*	0
Existing 18-25.99"	5299	622	2 to 1	0*	0
Existing 26"+	3464.5	279.5	3 to 1	838.5	0
Existing Trees 8-26"	24921	2920.5		352.5	0
**Up to 50% of trees of Significant Trees between 8 and 26 caliper inches may be removed during plat stage without mitigation*					
(21,456.5 TOTAL CALIPER INCHES x .5 = 10,728.25 INCHES MAY BE REMOVED WITH NO REQUIRED MITIGATION					
Heritage Tree Fees	Total Inches	Fee	Total Fee Calculation		
Existing 26"+ removed	279.5	$300 per inch	*$83,850.00*		
Fee in Lieu Calculations	Total Inches	Fee			
Remaining Mitigation Inches	0	$150 per inch	*$0.00*		
*** Fee in lieu will be utilized to meet the City of Leander Tree Mitigation requirements.*					

PLANNING & LANDSCAPE ARCHITECTURE
2107 CITYWEST BLVD., 4TH FLOOR, HOUSTON, TEXAS 77042
713.787.7788
9050 N CAPITAL OF TX HWY, BLDG. 3, STE 390 AUSTIN, TEXAS 78759
512.646.3454

7gen PLANNING

LANDSCAPE PLANS FOR
WILD SPRING (CR 175)
WILLIAMSON COUNTY, TEXAS

PROJECT NO. 2021199-LPN-01

REGISTERED LANDSCAPE ARCHITECT
ELLIOTT T. RICHTER
3296
STATE OF TEXAS

September 20, 2022

No. Date: By: Revision:

Job No.: 2021271-LPN-01
Scale (Horz.): AS SHOWN
Drawn By: NK, RH
Designed By: NK, RH
Reviewed By: RH, SM

TREE MITIGATION

SHEET NO.
21 OF 28

Tree Number	Tree Type	Caliper Inch	Removed	Significant	Heritage	Reason for Removal
5101	LIVE OAK	22		x		
5102	ELM	8				
5103	ELM	9				
5104	ELM	9				
5105	ELM	11.5	x			R.O.W. / UTILITY
5106	ELM	8	x			R.O.W. / UTILITY
5107	ELM	9				
5108	ELM	18.5	x	x		R.O.W. / UTILITY
5109	ELM	9.5				
5110	ELM	9				
5111	ELM	12				
5112	LIVE OAK	33			x	
5113	LIVE OAK	12.5				
5114	LIVE OAK	13				
5115	CHINA BERRY	17.5	x			R.O.W. / UTILITY
5116	LIVE OAK	10.5				
5117	LIVE OAK	8				
5118	LIVE OAK	12				
5119	LIVE OAK	13.5				
5120	LIVE OAK	10				
5121	LIVE OAK	18.5		x		
5122	LIVE OAK	14				
5123	LIVE OAK	18		x		
5124	LIVE OAK	22.5		x		
5125	SPANISH OAK	13	x			R.O.W. / UTILITY
5126	LIVE OAK	8.5				
5127	LIVE OAK	13.5				
5128	LIVE OAK	17.5				
5129	LIVE OAK	9	x			R.O.W. / UTILITY
5130	SPANISH OAK	16				
5131	LIVE OAK	18		x		
5132	SPANISH OAK	14.5				
5133	LIVE OAK	22		x		
5134	LIVE OAK	14				
5135	LIVE OAK	13				
5136	SPANISH OAK	11				
5137	LIVE OAK	51.5			x	
5138	LIVE OAK	8				
5139	LIVE OAK	8				
5140	LIVE OAK	17				
5141	LIVE OAK	15.5				
5142	LIVE OAK	10				
5143	LIVE OAK	12				
5144	ELM	12				
5145	ELM	9.5				
5146	ELM	11				
5147	LIVE OAK	26	x		x	POND / STORMWATER
5148	LIVE OAK	13	x			POND / STORMWATER
5149	LIVE OAK	16				
5150	LIVE OAK	18		x		
5151	LIVE OAK	12.5				
5152	LIVE OAK	8				
5153	LIVE OAK	19		x		
5154	LIVE OAK	13				
5155	LIVE OAK	20.5		x		
5156	LIVE OAK	21		x		
5157	LIVE OAK	12				
5158	BOIS D ARC	12				
5159	SPANISH OAK	20		x		
5160	LIVE OAK	13.5				
5161	LIVE OAK	20.5		x		
5162	LIVE OAK	20.5		x		
5163	LIVE OAK	12				
5164	LIVE OAK	12				
5165	LIVE OAK	18.5		x		
5166	LIVE OAK	26			x	
5167	LIVE OAK	31			x	
5168	LIVE OAK	13.5				
5169	LIVE OAK	26			x	
5170	LIVE OAK	14.5				
5171	LIVE OAK	32.5			x	
5172	LIVE OAK	22		x		
5173	LIVE OAK	16				
5174	LIVE OAK	13.5				
5175	LIVE OAK	20		x		
5176	LIVE OAK	8				
5177	ELM	8				
5178	LIVE OAK	15.5				
5179	LIVE OAK	12.5				
5180	LIVE OAK	19.5		x		
5181	LIVE OAK	14				
5182	LIVE OAK	16.5				
5183	LIVE OAK	21		x		
5184	LIVE OAK	15.5				
5185	LIVE OAK	12				
5186	LIVE OAK	14.5				
5187	ELM	16				
5188	ELM	11.5				
5189	LIVE OAK	9.5				
5190	LIVE OAK	9				
5191	ELM	13.5				
5192	ELM	9.5				
5193	ELM	8				
5194	LIVE OAK	9.5				
5195	LIVE OAK	11				
5196	LIVE OAK	11.5				
5197	ELM	9.5				
5198	LIVE OAK	13.5				
5199	LIVE OAK	22.5		x		
5200	LIVE OAK	16	x			POND / STORMWATER
5383	LIVE OAK	18.5	x	x		POND / STORMWATER
5384	LIVE OAK	28			x	
5385	LIVE OAK	9.5				
5386	LIVE OAK	14.5				
5387	LIVE OAK	31.5	x		x	POND / STORMWATER
5388	LIVE OAK	12	x			POND / STORMWATER
5389	LIVE OAK	12.5	x			POND / STORMWATER
5390	LIVE OAK	9	x			POND / STORMWATER
5391	ELM	10.5				
5392	SPANISH OAK	20		x		
5393	ELM	9				
5394	ELM	8				
5395	ELM	9.5				
5396	LIVE OAK	18		x		
5397	LIVE OAK	17				
5398	LIVE OAK	15				
5399	LIVE OAK	17.5				
5400	LIVE OAK	24.5		x		
5401	ELM	11.5				
5402	LIVE OAK	11.5	x			POND / STORMWATER
5403	SPANISH OAK	16	x			POND / STORMWATER
5404	ELM	15.5	x			POND / STORMWATER
5405	LIVE OAK	12	x			POND / STORMWATER
5406	LIVE OAK	20.5		x		
5407	LIVE OAK	16.5				
5408	LIVE OAK	9				
5409	ELM	11.5				
5410	ELM	12.5				
5411	ELM	9.5				
5412	LIVE OAK	24		x		
5413	ELM	8				
5414	LIVE OAK	27			x	
5415	SPANISH OAK	12				
5416	SPANISH OAK	9				
5417	ELM	8.5				
5418	ELM	11				
5419	ELM	9				
5420	ELM	12.5				
5421	ELM	13.5				
5422	ELM	12				
5423	ELM	13.5				
5424	ELM	8				
5425	ELM	8.5				
5426	LIVE OAK	33.5			x	
5427	LIVE OAK	20		x		
5428	ELM	14.5				
5429	ELM	14.5				
5430	ELM	10				
5431	ELM	9				
5432	ELM	9				
5433	SPANISH OAK	8.5				
5434	LIVE OAK	17				
5435	LIVE OAK	22		x		
5436	LIVE OAK	17.5				
5437	SPANISH OAK	10				
5438	LIVE OAK	17				
5439	LIVE OAK	8.5				
5440	LIVE OAK	9				
5441	LIVE OAK	14.5				
5442	LIVE OAK	18.5		x		
5443	LIVE OAK	16				
5444	ELM	9				
5445	LIVE OAK	15				
5446	LIVE OAK	11.5				
5447	LIVE OAK	11.5				
5448	LIVE OAK	9.5				
5449	LIVE OAK	11				
5450	LIVE OAK	9.5				
5451	LIVE OAK	18		x		
5452	ELM	10.5				
5453	LIVE OAK	24		x		
5454	LIVE OAK	9				
5455	LIVE OAK	14				
5456	LIVE OAK	8				
5457	LIVE OAK	8				
5458	LIVE OAK	9				
5459	LIVE OAK	10.5				
5460	LIVE OAK	8				
5461	LIVE OAK	14.5				
5462	LIVE OAK	14				
5463	LIVE OAK	9				
5464	LIVE OAK	8				
5465	LIVE OAK	8				
5466	LIVE OAK	12.5				
5467	LIVE OAK	8				
5468	LIVE OAK	9				
5469	LIVE OAK	24.5		x		
5470	LIVE OAK	11				
5471	LIVE OAK	9.5				
5472	LIVE OAK	8.5				
5473	LIVE OAK	11.5				
5474	LIVE OAK	17				
5475	LIVE OAK	15.5				
5476	ELM	10				
5477	LIVE OAK	8				
5478	LIVE OAK	11				
5479	LIVE OAK	8.5				
5480	LIVE OAK	12.5				
5481	LIVE OAK	9				
5482	LIVE OAK	11.5				
5483	LIVE OAK	8	x			R.O.W. / UTILITY
5484	LIVE OAK	9				
5485	LIVE OAK	8.5				
5486	LIVE OAK	10			x	
5487	ELM	8				
5488	ELM	13				
5489	ELM	9				
5490	ELM	8				
5491	LIVE OAK	20		x		
5492	LIVE OAK	12.5				
5493	ELM	13.5				
5494	ELM	8.5				
5495	ELM	8.5				
5496	ELM	8				
5497	ELM	13				
5498	ELM	9.5				
5499	ELM	11				
5500	ELM	8				
5501	ELM	10.5				
5502	ELM	12.5				
5503	ELM	8				
5504	LIVE OAK	8.5				
5505	LIVE OAK	8.5				
5506	ELM	9.5				
5507	ELM	11				
5508	LIVE OAK	16.5				
5509	LIVE OAK	14				
5510	LIVE OAK	19.5			x	
5511	LIVE OAK	12.5				
5512	LIVE OAK	9.5				
5513	LIVE OAK	12.5				
5514	LIVE OAK	10.5				
5515	LIVE OAK	13.5				
5516	ELM	9.5				
5517	ELM	9.5				
5518	ELM	10				
5519	ELM	11				
5520	ELM	10				
5521	LIVE OAK	15				
5522	ELM	10.5				
5523	HACKBERRY	13				
5524	LIVE OAK	18.5			x	
5525	LIVE OAK	15.5				
5526	ELM	10				
5527	LIVE OAK	12				
5528	LIVE OAK	16				
5529	ELM	10.5				
5530	ELM	25.5			x	
5531	LIVE OAK	12				
5532	ELM	13				
5533	ELM	10				
5534	ELM	10				
5535	ELM	8				
5536	ELM	11				
5537	ELM	12				
5538	ELM	8				
5539	ELM	8.5				
5540	ELM	10.5				
5541	ELM	8.5				
5542	ELM	8				
5543	ELM	10				
5544	ELM	14.5				
5545	ELM	9				
5546	ELM	8				
5547	ELM	9.5				
5548	ELM	14				
5549	LIVE OAK	31.5			x	
5550	LIVE OAK	27.5			x	
5551	ELM	9				
5552	ELM	8				
5553	ELM	9.5				
5554	ELM	8				
5555	LIVE OAK	14				
5556	ELM	9.5				
5557	LIVE OAK	17.5				
5558	ELM	13.5				
5559	LIVE OAK	33			x	
5560	ELM	9				
5561	LIVE OAK	8				
5562	LIVE OAK	28			x	
5563	LIVE OAK	9				
5564	LIVE OAK	29			x	
5565	LIVE OAK	19		x		
5566	ELM	8				
5567	LIVE OAK	19		x		
5568	LIVE OAK	25.5		x		
5569	SPANISH OAK	19.5		x		
5570	ELM	8				
5571	LIVE OAK	9				
5572	LIVE OAK	27			x	
5573	SPANISH OAK	10				
5574	LIVE OAK	24		x		
5575	SPANISH OAK	14				
5576	SPANISH OAK	11.5				
5577	LIVE OAK	13	x			R.O.W. / UTILITY
5578	LIVE OAK	8	x			R.O.W. / UTILITY
5579	LIVE OAK	13.5	x			R.O.W. / UTILITY
5580	LIVE OAK	15	x			R.O.W. / UTILITY
5581	LIVE OAK	11	x			R.O.W. / UTILITY
5582	LIVE OAK	8.5	x			R.O.W. / UTILITY
5583	LIVE OAK	8	x			R.O.W. / UTILITY
5584	LIVE OAK	9.5	x			R.O.W. / UTILITY
5585	LIVE OAK	11.5	x			R.O.W. / UTILITY
5586	LIVE OAK	8.5	x			R.O.W. / UTILITY
5587	LIVE OAK	9	x			R.O.W. / UTILITY
5588	ELM	8.5	x			R.O.W. / UTILITY
5589	LIVE OAK	8	x			R.O.W. / UTILITY
5590	LIVE OAK	9.5	x			R.O.W. / UTILITY
5591	LIVE OAK	10.5	x			R.O.W. / UTILITY
5592	ELM	9.5	x			R.O.W. / UTILITY
5593	LIVE OAK	9.5	x			R.O.W. / UTILITY
5594	LIVE OAK	8.5	x			R.O.W. / UTILITY
5595	LIVE OAK	9				
5596	LIVE OAK	25.5	x	x		R.O.W. / UTILITY
5597	LIVE OAK	8.5	x			R.O.W. / UTILITY
5598	HACKBERRY	10.5				
5599	ELM	8				
5600	LIVE OAK	12				
5601	LIVE OAK	8.5				
5602	LIVE OAK	8.5				
5603	LIVE OAK	24		x		
5604	LIVE OAK	21		x		
5605	ELM	8.5				
5606	ELM	11.5				
5607	LIVE OAK	8				
5608	ELM	9				

PLANNING &
LANDSCAPE ARCHITECTURE
2107 CITYWEST BLVD.,
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512.646.3454

7gen PLANNING

LANDSCAPE PLANS FOR
WILD SPRING (CR 175)
WILLIAMSON COUNTY, TEXAS

PROJECT NO. 2021199-LPN-01

REGISTERED LANDSCAPE ARCHITECT
TIMOTHY T. RICHTER
3296
STATE OF TEXAS

September 20, 2022

No.	Date:	By:	Revision:

Job No.: 2021271-LPN-01
Scale (Horz.): AS SHOWN
Drawn By: NK, RH
Designed By: NK, RH
Reviewed By: RH, SM

TREE MITIGATION

SHEET NO.
22 OF 28

Tree Number	Tree Type	Caliper Inch	Removed	Protected	Heritage	Reason for Removal
5609	ELM	10.5				
5610	SPANISH OAK	40			x	
5611	SPANISH OAK	15				
5612	ELM	10.5				
5613	ELM	8.5				
5614	LIVE OAK	10.5				
5615	ELM	12.5				
5616	LIVE OAK	18		x		
5617	LIVE OAK	13.5				
5618	ELM	15.5				
5619	LIVE OAK	12				
5620	LIVE OAK	9				
5621	LIVE OAK	9.5				
5622	LIVE OAK	12				
5623	ELM	13.5				
5624	ELM	9.5				
5625	ELM	12.5				
5626	ELM	10.5				
5627	SPANISH OAK	8.5				
5628	LIVE OAK	15				
5629	LIVE OAK	12.5				
5630	ELM	10.5				
5631	LIVE OAK	15				
5632	LIVE OAK	30			x	
5633	ELM	9.5				
5634	LIVE OAK	26.5			x	
5635	LIVE OAK	22.5		x		
5636	ELM	13.5				
5637	ELM	8				
5638	LIVE OAK	24.5		x		
5639	ELM	8.5				
5640	LIVE OAK	12.5				
5641	LIVE OAK	10				
5642	LIVE OAK	12				
5643	LIVE OAK	32.5			x	
5644	LIVE OAK	16				
5645	LIVE OAK	12.5				
5646	LIVE OAK	16				
5647	LIVE OAK	8.5				
5648	LIVE OAK	12				
5649	LIVE OAK	14				
5650	LIVE OAK	20.5		x		
5651	LIVE OAK	28			x	
5652	LIVE OAK	12.5				
5653	LIVE OAK	16				
5654	LIVE OAK	8.5				
5655	SPANISH OAK	14.5				
5656	SPANISH OAK	16				
5657	ELM	8.5				
5658	ELM	8				
5659	LIVE OAK	23		x		
5660	LIVE OAK	25		x		
5661	LIVE OAK	22		x		
5662	LIVE OAK	20.5		x		
5663	ELM	8.5				
5664	LIVE OAK	16.5				
5665	ELM	9.5				
5666	ELM	10				
5667	ELM	13				
5668	LIVE OAK	11				
5669	LIVE OAK	11				
5670	LIVE OAK	9				
5671	LIVE OAK	18.5		x		
5672	LIVE OAK	14.5				
5673	LIVE OAK	11				
5674	LIVE OAK	11				
5675	LIVE OAK	15				
5676	LIVE OAK	14.5				
5677	SPANISH OAK	11				
5678	LIVE OAK	12				
5679	LIVE OAK	14				
5680	LIVE OAK	12.5				
5681	LIVE OAK	12.5				
5682	ELM	17.5				
5683	ELM	11				
5684	ELM	20		x		
5685	ELM	13				
5686	LIVE OAK	27.5			x	
5687	LIVE OAK	24.5		x		
5688	ELM	11.5				
5689	ELM	13.5				
5690	ELM	8				
5691	LIVE OAK	18.5		x		
5692	LIVE OAK	13	x			R.O.W. / UTILITY
5693	LIVE OAK	9				
5694	LIVE OAK	21		x		
5695	LIVE OAK	8				
5696	LIVE OAK	11				
5697	LIVE OAK	15				
5698	LIVE OAK	11.5				
5699	LIVE OAK	8.5				
5700	LIVE OAK	15				
5701	LIVE OAK	10				
5702	LIVE OAK	9				
5703	LIVE OAK	8				
5704	LIVE OAK	9				
5705	LIVE OAK	11.5				
5706	LIVE OAK	8.5				
5707	LIVE OAK	8				
5708	LIVE OAK	10.5				
5709	LIVE OAK	10				
5710	LIVE OAK	11.5				
5711	SPANISH OAK	21.5		x		
5712	LIVE OAK	8				
5713	LIVE OAK	9.5				
5714	LIVE OAK	12				
5715	LIVE OAK	13.5				
5716	LIVE OAK	15				
5717	LIVE OAK	11				
5718	LIVE OAK	22		x		
5719	LIVE OAK	10				
5720	SPANISH OAK	12.5				
5721	LIVE OAK	12.5				
5722	LIVE OAK	29.5			x	
5723	SPANISH OAK	22.5		x		
5724	SPANISH OAK	24		x		
5725	SPANISH OAK	12				
5726	SPANISH OAK	22.5		x		
5727	ELM	9				
5728	ELM	9				
5729	ELM	17.5				
5730	ELM	12				
5731	ELM	17				
5732	ELM	9				
5733	ELM	9				
5734	SPANISH OAK	25		x		
5735	ELM	15				
5736	LIVE OAK	12				
5737	LIVE OAK	10.5				
5738	SPANISH OAK	9.5	x			POND / STORMWATER
5739	SPANISH OAK	13.5	x			POND / STORMWATER
5740	LIVE OAK	16	x			POND / STORMWATER
5741	ELM	12	x			POND / STORMWATER
5742	ELM	12	x			POND / STORMWATER
5743	ELM	9.5	x			POND / STORMWATER
5744	LIVE OAK	10.5	x			POND / STORMWATER
5745	LIVE OAK	14	x			POND / STORMWATER
5746	ELM	9	x			POND / STORMWATER
5747	ELM	9	x			POND / STORMWATER
5748	ELM	9.5	x			POND / STORMWATER
5749	ELM	10.5	x			POND / STORMWATER
5750	ELM	8.5	x			POND / STORMWATER
5751	ELM	10	x			POND / STORMWATER
5752	ELM	9.5	x			POND / STORMWATER
5753	ELM	9	x			POND / STORMWATER
5754	ELM	8.5	x			POND / STORMWATER
5755	LIVE OAK	26.5	x		x	POND / STORMWATER
5756	ELM	9	x			POND / STORMWATER
5757	ELM	9	x			POND / STORMWATER
5758	LIVE OAK	22	x	x		POND / STORMWATER
5759	ELM	10.5	x			POND / STORMWATER
5760	ELM	15	x			POND / STORMWATER
5761	ELM	10	x			POND / STORMWATER
5762	BOIS D ARC	10	x			POND / STORMWATER
5763	LIVE OAK	20	x	x		POND / STORMWATER
5764	LIVE OAK	29			x	
5765	LIVE OAK	23.5		x		
5766	SPANISH OAK	10				
5767	ELM	10.5				
5768	ELM	11.5				
5769	ELM	8				
5770	LIVE OAK	8.5				
5771	SPANISH OAK	13				
5772	ELM	8.5				
5773	ELM	9				
5774	ELM	9.5				
5775	ELM	17.5				
5776	SPANISH OAK	25.5		x		
5777	ELM	12.5				
5778	PECAN	24		x		
5779	PECAN	13				
5780	SPANISH OAK	9				
5781	ELM	8				
5782	LIVE OAK	19.5		x		
5783	LIVE OAK	12.5				
5784	LIVE OAK	20		x		
5785	SPANISH OAK	24.5		x		
5786	SPANISH OAK	16				
5787	PECAN	23		x		
5788	ELM	28			x	
5789	LIVE OAK	11.5				
5790	ELM	10				
5791	ELM	14.5				
5792	ELM	14				
5793	ELM	11.5				
5794	ELM	9				
5795	ELM	8				
5796	HACKBERRY	11.5				
5797	LIVE OAK	21.5		x		
5798	CHINA BERRY	17.5				
5799	CHINA BERRY	11				
5800	ELM	9.5				
5801	ELM	16				
5802	MULBERRY	10				
5803	SPANISH OAK	26.5			x	
5804	ELM	9				
5805	ELM	11.5				
5806	ELM	13				
5807	ELM	10.5				
5808	ELM	9				
5809	ELM	10.5				
5810	ELM	13				
5811	ELM	15				
5812	ELM	8				
5813	AMERICAN ELM	14.5				
5814	ASH	31			x	
5815	PECAN	44.5			x	
5816	ELM	14.5				
5817	ELM	13				
5818	ELM	8.5				
5819	ELM	23.5		x		
5820	ELM	21		x		
5821	ELM	14				
5822	BLACK WALNUT	18		x		
5823	ELM	12.5	x			POND / STORMWATER
5824	ELM	10.5	x			POND / STORMWATER
5825	LIVE OAK	31	x		x	POND / STORMWATER
5826	ELM	16.5	x			POND / STORMWATER
5827	ELM	10.5	x			POND / STORMWATER
5828	SPANISH OAK	10	x			POND / STORMWATER
5829	ELM	12.5	x			POND / STORMWATER
5830	ELM	10	x			POND / STORMWATER
5831	ELM	17	x			POND / STORMWATER
5832	ELM	13	x			POND / STORMWATER
5833	LIVE OAK	16.5	x			POND / STORMWATER
5834	HACKBERRY	13	x			POND / STORMWATER
5835	ELM	9.5	x			POND / STORMWATER
5836	LIVE OAK	16.5	x			POND / STORMWATER
5837	ELM	8	x			POND / STORMWATER
5838	ELM	10.5	x			POND / STORMWATER
5839	ELM	8.5	x			POND / STORMWATER
5840	LIVE OAK	40			x	
5841	ELM	10.5				
5842	ELM	17.5				
5843	ELM	13.5				
5844	ELM	11				
5845	ELM	19		x		
5846	ELM	12	x			POND / STORMWATER
5847	ELM	9	x			POND / STORMWATER
5848	ELM	19.5		x		
5849	COTTONWOOD	17				
5850	COTTONWOOD	38			x	
5851	BLACK WALNUT	13				
5852	ELM	14.5				
5853	ELM	18.5		x		
5854	ELM	13				
5855	ELM	15.5				
5856	LIVE OAK	24		x		
5857	ELM	15.5				
5858	LIVE OAK	17.5				
5859	LIVE OAK	18.5		x		
5860	ELM	12				
5861	ELM	14				
5862	ELM	9.5				
5863	ELM	8.5				
5864	ELM	8				
5865	ELM	10				
5866	ELM	11.5				
5867	ELM	12.5				
5868	PECAN	23		x		
5869	ELM	10				
5870	BOIS D ARC	24		x		
5871	PECAN	19.5		x		
5872	ELM	12				
5873	PECAN	14.5				
5874	ELM	9.5				
5875	ELM	15				
5876	ELM	15.5				
5877	AMERICAN ELM	13.5				
5878	CHINA BERRY	8				
5879	AMERICAN ELM	13				
5880	LIVE OAK	22		x		
5881	SPANISH OAK	14.5				
5882	ELM	16				
5883	ELM	17				
5884	ELM	12.5				
5885	ELM	24		x		
5886	BOIS D ARC	25		x		
5887	ELM	13.5				
5888	ELM	17				
5889	LIVE OAK	25.5		x		
5890	PECAN	11.5				
5891	AMERICAN ELM	11.5				
5892	ELM	13.5				
5893	ELM	15				
5894	ELM	17.5				
5895	ELM	14				
5896	SPANISH OAK	21		x		
5897	BLACK WALNUT	9				
5898	LIVE OAK	30			x	
5899	ELM	11.5				
5900	ELM	16.5				
5901	ELM	12				
5902	ELM	11.5				
5903	LIVE OAK	18.5		x		
5904	LIVE OAK	29			x	
5905	LIVE OAK	32.5			x	
5906	ELM	13.5				
5907	LIVE OAK	14				
5908	ELM	18		x		
5909	ELM	16				
5910	ELM	19.5		x		
5911	ELM	14				
5912	ELM	11				
5913	ELM	15				
5914	ELM	10.5				
5915	BOIS D ARC	15				
5916	ASH	25.5		x		
5917	ELM	18.5		x		
5918	ELM	14.5				
5919	ELM	14.5				
5920	ELM	19		x		
5921	ELM	9.5				
5922	ELM	16.5				
5923	ELM	19.5		x		
5924	LIVE OAK	18.5		x		
5925	ELM	19		x		
5926	LIVE OAK	28			x	
5927	LIVE OAK	47.5			x	
5928	ELM	17				
5929	BLACK WALNUT	14				
5930	PECAN	19		x		
5931	BLACK WALNUT	16				
5932	ELM	11				
5933	LIVE OAK	19		x		
5934	LIVE OAK	11				

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7gen PLANNING

LANDSCAPE PLANS FOR
WILD SPRING (CR 175)
WILLIAMSON COUNTY, TEXAS

PROJECT NO. 2021199-LPN-01

LANDSCAPE ARCHITECT
REGISTERED
CLIFTON T. RICHTER
3296
STATE OF TEXAS

September 20, 2022

No.	Date:	By:	Revision:

Job No.: 2021271-LPN-01
Scale (Horz.): AS SHOWN
Drawn By: NK, TH
Designed By: NK, TH
Reviewed By: RH, SM

TREE MITIGATION

SHEET NO.
23 OF 28

Tree Number	Tree Type	Caliper Inch	Removed	Protected	Heritage	Reason for Removal
5935	LIVE OAK	29.5			x	
5936	LIVE OAK	12				
5937	ELM	13.5				
5938	LIVE OAK	12.5				
5939	ELM	22		x		
5940	ELM	17.5				
5941	ELM	20		x		
5942	LIVE OAK	13				
5943	LIVE OAK	27			x	
5944	LIVE OAK	37			x	
5945	ELM	24.5		x		
5946	LIVE OAK	21.5		x		
5947	LIVE OAK	17				
5948	LIVE OAK	12.5				
5949	LIVE OAK	17.5				
5950	ELM	10.5				
5951	ELM	9				
5952	PECAN	29			x	
5953	PECAN	25	x	x		POND / STORMWATER
5954	PECAN	28.5	x		x	POND / STORMWATER
5955	PECAN	41	x		x	POND / STORMWATER
5956	PECAN	11.5				
5957	ELM	12.5				
5958	BLACK WALNUT	14.5				
5959	AMERICAN ELM	17.5				
5960	BLACK WALNUT	9.5				
5961	ELM	14				
5962	AMERICAN ELM	11				
5963	BLACK WALNUT	21		x		
5964	BLACK WALNUT	14				
5965	ELM	22		x		
5966	ELM	10				
5967	ELM	16.5				
5968	ELM	9				
5969	ELM	9				
5970	ELM	26.5			x	
5971	ELM	9.5				
5972	ELM	12.5				
5973	ELM	24.5		x		
5974	ELM	15				
5975	ELM	8.5				
5976	ELM	13.5				
5977	ELM	13.5				
5978	ELM	10				
5979	ELM	12				
5980	PECAN	25.5		x		
5981	HACKBERRY	10				
5982	ELM	10.5				
5983	PECAN	16				
5984	ELM	13				
5985	BLACK WALNUT	9				
5986	ELM	13				
5987	ELM	8				
5988	ELM	19		x		
5989	ELM	8.5				
5990	ELM	12.5				
5991	ELM	12.5				
5992	ELM	18		x		
5993	ELM	29			x	
5994	ELM	9.5				
5995	ELM	33			x	
5996	LIVE OAK	34.5			x	
5997	ELM	10.5				
5998	ELM	28			x	
5999	ELM	15				
6000	ELM	14.5				
6001	ELM	8				
6002	ELM	12				
6003	ELM	9				
6004	ELM	15				
6005	ELM	8.5				
6006	ELM	17.5				
6007	ELM	13.5				
6008	ELM	8.5				
6009	HACKBERRY	10				
6010	ELM	19.5		x		
6011	ELM	17.5				
6012	ELM	12				
6013	LIVE OAK	9.5				
6014	LIVE OAK	13.5				
6015	ELM	8				
6016	ELM	8				
6017	ELM	11.5				
6018	AMERICAN ELM	12.5				
6019	ELM	10				
6020	ELM	21		x		
6021	ELM	8				
6022	ELM	9.5				
6023	ELM	14				
6024	LIVE OAK	27			x	
6025	ELM	11				
6026	BOIS D ARC	14				
6027	ELM	9				
6028	ELM	13				
6029	ELM	13.5				
6030	ELM	9				
6031	ELM	9.5				
6032	ELM	10.5				
6033	ELM	8.5	x			POND / STORMWATER
6034	LIVE OAK	17.5	x			POND / STORMWATER
6035	LIVE OAK	22.5	x	x		POND / STORMWATER
6036	LIVE OAK	20	x	x		POND / STORMWATER
6037	ELM	12	x			POND / STORMWATER
6038	ELM	12.5	x			POND / STORMWATER
6039	ELM	17	x			POND / STORMWATER
6040	PECAN	17	x			POND / STORMWATER
6041	BOIS D ARC	17	x			POND / STORMWATER
6042	LIVE OAK	8.5	x			POND / STORMWATER
6043	PECAN	8.5	x			POND / STORMWATER

Tree Number	Tree Type	Caliper Inch	Removed	Protected	Heritage	Reason for Removal
6051	LIVE OAK	13	x			POND / STORMWATER
6052	PECAN	13.5				
6053	ELM	9				
6054	ELM	8				
6055	ELM	9.5				
6056	ELM	10.5				
6057	ELM	10.5				
6058	ELM	8.5				
6059	ELM	8				
6060	ELM	12.5				
6061	LIVE OAK	22	x	x		POND / STORMWATER
6062	LIVE OAK	19	x	x		POND / STORMWATER
6063	ELM	8	x			POND / STORMWATER
6064	ELM	10.5	x			POND / STORMWATER
6065	LIVE OAK	15	x			POND / STORMWATER
6066	ELM	9.5				
6067	ELM	14				
6068	ELM	17.5				
6069	ELM	14				
6070	PECAN	22		x		
6071	ELM	15				
6072	ELM	15				
6073	HACKBERRY	10				
6074	HACKBERRY	10				
6075	ELM	8.5				
6076	ELM	9				
6077	ELM	9				
6078	ELM	18		x		
6079	ELM	16				
6080	ELM	9				
6081	LIVE OAK	12				
6082	ELM	8.5				
6083	ELM	8.5				
6084	PECAN	17				
6085	SPANISH OAK	12				
6086	ELM	9				
6087	PECAN	11.5				
6088	PECAN	15	x			POND / STORMWATER
6089	ELM	13.5	x			POND / STORMWATER
6090	PECAN	17	x			POND / STORMWATER
6091	ELM	11	x			POND / STORMWATER
6092	ELM	9.5	x			POND / STORMWATER
6093	BOIS D ARC	17	x			POND / STORMWATER
6094	ELM	14.5	x			POND / STORMWATER
6095	PECAN	26			x	
6096	CEDAR	28.5			x	
6097	AMERICAN ELM	15.5				
6098	BLACK WALNUT	10				
6099	ELM	13				
6100	BOIS D ARC	12				
6101	ELM	9				
6102	HACKBERRY	8.5				
6103	ELM	12				
6104	CHINA BERRY	10.5				
6105	ELM	11.5				
6106	HACKBERRY	8				
6107	CEDAR	9				
6108	ELM	12				
6109	ELM	12				
6110	ELM	13.5				
6111	ELM	21		x		
6112	AMERICAN ELM	20		x		
6113	PECAN	10				
6114	PECAN	16.5				
6115	PECAN	17.5	x			POND / STORMWATER
6116	PECAN	15.5				
6117	PECAN	26			x	
6118	PECAN	17.5				
6119	PECAN	29.5			x	
6120	PECAN	15				
6121	PECAN	13				
6122	PECAN	22		x		
6123	PECAN	8				
6124	PECAN	16				
6125	PECAN	23		x		
6126	PECAN	24.5		x		
6127	PECAN	28.5			x	
6128	PECAN	8.5				
6129	PECAN	12				
6130	PECAN	33.5			x	
6131	PECAN	21.5	x	x		R.O.W. / UTILITY
6132	PECAN	31			x	
6133	PECAN	20.5		x		
6134	PECAN	37			x	
6135	PECAN	9.5				
6136	PECAN	8.5				
6137	ELM	13				
6138	ELM	10.5				
6139	ELM	19.5		x		
6140	PECAN	12.5				
6141	PECAN	10				
6142	PECAN	12				
6143	BOIS D ARC	25.5		x		
6144	PECAN	12.5				
6145	PECAN	12.5				
6146	HACKBERRY	9.5				
6147	ELM	12.5				
6148	ELM	13				
6149	HACKBERRY	10				
6150	AMERICAN ELM	20.5		x		
6151	PECAN	20		x		
6152	PECAN	10				
6153	SPANISH OAK	20		x		
6154	PECAN	12.5				
6155	PECAN	13				
6156	PECAN	12	x			R.O.W. / UTILITY
6157	PECAN	11.5	x			R.O.W. / UTILITY
6158	PECAN	18		x		
6159	ELM	10				

Tree Number	Tree Type	Caliper Inch	Removed	Protected	Heritage	Reason for Removal
6160	PECAN	9				
6161	SPANISH OAK	14.5				
6162	SPANISH OAK	15				
6163	ELM	13.5				
6164	ELM	8.5				
6165	ELM	20		x		
6166	ELM	17.5				
6167	ELM	25.5		x		
6168	PECAN	18.5		x		
6169	SPANISH OAK	14.5				
6170	SPANISH OAK	25		x		
6171	ELM	9				
6172	ELM	13				
6173	SPANISH OAK	9.5				
6174	ELM	11				
6175	LIVE OAK	12				
6176	LIVE OAK	8.5				
6177	LIVE OAK	11				
6178	ELM	12.5				
6179	HACKBERRY	11.5				
6180	ELM	21		x		
6181	MULBERRY	18.5		x		
6182	HACKBERRY	10				
6183	HACKBERRY	8.5				
6184	HACKBERRY	11.5				
6185	BOIS D ARC	9				
6186	ELM	11.5				
6187	HACKBERRY	9				
6188	ELM	13				
6189	HACKBERRY	8.5				
6190	HACKBERRY	8.5				
6191	ELM	20.5		x		
6192	ELM	17				
6193	ELM	12.5				
6194	ELM	17.5				
6195	ELM	23		x		
6196	ELM	15				
6197	LIVE OAK	16				
6198	ELM	19		x		
6199	ELM	15				
6200	ELM	9				
6201	LIVE OAK	40.5			x	
6202	ELM	18.5		x		
6203	LIVE OAK	9				
6204	ELM	13				
6205	ELM	12.5				
6206	ELM	12				
6207	ELM	10				
6208	ELM	11.5				
6209	ELM	11.5				
6210	ELM	11				
6211	PECAN	11				
6212	PECAN	18.5		x		
6213	ELM	12.5				
6214	PECAN	13				
6215	ELM	8.5				
6216	HACKBERRY	9				
6217	ELM	11.5				
6218	ELM	12.5				
6219	ELM	17				
6220	ELM	16.5				
6221	ELM	16				
6222	ELM	12.5				
6223	AMERICAN ELM	15				
6224	HACKBERRY	10.5				
6225	ELM	11.5				
6226	ELM	12.5				
6227	ELM	11				
6228	ELM	13				
6229	ELM	13				
6230	ELM	9				
6231	ELM	14				
6232	ELM	14				
6233	ELM	9.5				
6234	ELM	10.5				
6235	ELM	10.5				
6236	ELM	8				
6237	ELM	8				
6238	HACKBERRY	8				
6239	PECAN	27			x	
6240	ELM	11.5				
6241	ELM	17				
6242	ELM	10				
6243	ELM	16.5				
6244	LIVE OAK	13.5				
6245	ELM	13				
6246	ELM	17.5				
6247	PECAN	16				
6248	PECAN	28			x	
6249	PECAN	19.5		x		
6250	ELM	9				
6251	ELM	14				
6252	HACKBERRY	8.5				
6253	PECAN	34			x	
6254	ELM	18.5		x		
6255	ELM	16.5				
6256	ELM	14.5				
6257	ELM	13.5				
6258	LIVE OAK	39			x	
6259	HACKBERRY	9				
6260	LIVE OAK	17				
6261	SPANISH OAK	22.5		x		
6262	SPANISH OAK	9				
6263	ELM	16				
6264	ELM	9.5				
6265	LIVE OAK	44			x	
6266	ELM	17				
6267	ELM	10				
6268	ELM	13				

PLANNING &
LANDSCAPE ARCHITECTURE
2107 CITYWEST BLVD.,
4TH FLOOR,
HOUSTON, TEXAS 77042
713.787.7788

9050 N CAPITAL OF TX HWY,
BLDG. 3, STE 390
AUSTIN, TEXAS 78759
512.646.3454

7gen PLANNING

LANDSCAPE PLANS FOR
WILD SPRING (CR 175)
WILLIAMSON COUNTY, TEXAS

PROJECT NO. 2021199-LPN-01

REGISTERED LANDSCAPE ARCHITECT
SCOTT T. RICHTER
3296
STATE OF TEXAS

September 20, 2022

No.	Date:	By:	Revision:

Job No.: 2021271-LPN-01
Scale (Horiz.): AS SHOWN
Drawn by: NK, FH
Designed By: NK, FH
Reviewed By: FH, SM

TREE MITIGATION

SHEET NO.
24 OF 28

Tree Number	Tree Type	Caliper Inch	Removed	Protected	Heritage	Reason for Removal
6269	ELM	9				
6270	LIVE OAK	8				
6271	SPANISH OAK	18		x		
6272	ELM	14.5				
6273	ELM	10				
6274	ELM	8.5				
6275	ELM	10				
6276	ELM	13				
6277	LIVE OAK	31.5			x	
6278	ELM	25		x		
6279	LIVE OAK	18		x		
6280	LIVE OAK	8.5				
6281	LIVE OAK	8				
6282	LIVE OAK	14.5				
6283	LIVE OAK	14.5				
6284	LIVE OAK	28.5			x	
6285	ELM	12.5				
6286	ELM	8				
6287	ELM	13				
6288	LIVE OAK	12.5				
6289	LIVE OAK	10				
6290	ELM	9				
6291	ELM	10				
6292	ELM	11				
6293	ELM	9				
6294	BOIS D ARC	19		x		
6295	ELM	11				
6296	ELM	8				
6297	HACKBERRY	9.5				
6298	ELM	14.5				
6299	LIVE OAK	10.5				
6300	LIVE OAK	15.5				
6301	LIVE OAK	22		x		
6302	LIVE OAK	14.5				
6303	LIVE OAK	20		x		
6304	LIVE OAK	14.5				
6305	LIVE OAK	28			x	
6306	LIVE OAK	8	x			R.O.W. / UTILITY
6307	LIVE OAK	12.5	x			R.O.W. / UTILITY
6308	LIVE OAK	16.5	x			R.O.W. / UTILITY
6309	LIVE OAK	21	x	x		R.O.W. / UTILITY
6310	ELM	9.5	x			R.O.W. / UTILITY
6311	LIVE OAK	23		x		
6312	LIVE OAK	9				
6313	LIVE OAK	16	x			R.O.W. / UTILITY
6314	LIVE OAK	20		x		
6315	LIVE OAK	38.5			x	
6316	LIVE OAK	24.5		x		
6317	LIVE OAK	18		x		
6318	LIVE OAK	20.5		x		
6319	LIVE OAK	13	x			R.O.W. / UTILITY
6320	ELM	9	x			R.O.W. / UTILITY
6321	LIVE OAK	20	x	x		R.O.W. / UTILITY
6322	LIVE OAK	9				
6323	LIVE OAK	15.5				
6324	LIVE OAK	19		x		
6325	LIVE OAK	13.5				
6326	LIVE OAK	18.5		x		
6327	LIVE OAK	16.5				
6328	LIVE OAK	8.5				
6329	LIVE OAK	11				
6330	LIVE OAK	8				
6331	LIVE OAK	13.5				
6332	LIVE OAK	19		x		
6333	LIVE OAK	22.5		x		
6334	LIVE OAK	10.5				
6335	LIVE OAK	21		x		
6336	LIVE OAK	14.5				
6337	LIVE OAK	14.5				
6338	LIVE OAK	8				
6339	LIVE OAK	26.5			x	
6340	LIVE OAK	18.5		x		
6341	LIVE OAK	16				
6342	LIVE OAK	33			x	
6343	LIVE OAK	9.5				
6344	LIVE OAK	13				
6345	LIVE OAK	29			x	
6346	LIVE OAK	17				
6347	LIVE OAK	11				
6348	LIVE OAK	14				
6349	LIVE OAK	16.5	x			R.O.W. / UTILITY
6350	LIVE OAK	13.5				
6351	LIVE OAK	13				
6352	LIVE OAK	13.5				
6353	LIVE OAK	12.5				
6354	LIVE OAK	8.5				
6355	LIVE OAK	13.5				
6356	LIVE OAK	15				
6357	LIVE OAK	29			x	
6358	LIVE OAK	21.5		x		
6359	LIVE OAK	38			x	
6360	LIVE OAK	30			x	
6361	LIVE OAK	22		x		
6362	LIVE OAK	9				
6363	LIVE OAK	13				
6364	LIVE OAK	10.5				
6365	LIVE OAK	13				
6366	LIVE OAK	11	x			R.O.W. / UTILITY
6367	LIVE OAK	10.5				
6368	LIVE OAK	9.5				
6369	LIVE OAK	13.5	x			R.O.W. / UTILITY
6370	LIVE OAK	22	x	x		R.O.W. / UTILITY
6371	LIVE OAK	10.5				
6372	LIVE OAK	8.5	x			R.O.W. / UTILITY
6373	LIVE OAK	8.5				
6374	LIVE OAK	8.5				
6375	LIVE OAK	29.5			x	
6376	LIVE OAK	10				
6377	LIVE OAK	10				
6378	CHINA BERRY	12.5				
6379	LIVE OAK	8.5	x			R.O.W. / UTILITY
6380	LIVE OAK	10	x			R.O.W. / UTILITY
6381	LIVE OAK	10.5	x			R.O.W. / UTILITY
6382	LIVE OAK	12.5	x			R.O.W. / UTILITY
6383	LIVE OAK	16	x			R.O.W. / UTILITY
6384	LIVE OAK	25.5	x	x		R.O.W. / UTILITY
6385	LIVE OAK	11	x			R.O.W. / UTILITY
6386	LIVE OAK	8.5	x			R.O.W. / UTILITY
6387	ELM	8.5				
6388	LIVE OAK	11.5	x			R.O.W. / UTILITY
6389	LIVE OAK	11	x			R.O.W. / UTILITY
6390	ELM	12.5	x			R.O.W. / UTILITY
6391	ELM	9	x			R.O.W. / UTILITY
6392	LIVE OAK	8	x			R.O.W. / UTILITY
6393	LIVE OAK	15	x			R.O.W. / UTILITY
6394	LIVE OAK	8.5	x			R.O.W. / UTILITY
6395	AMERICAN ELM	9	x			R.O.W. / UTILITY
6396	LIVE OAK	19.5		x		
6397	LIVE OAK	14.5				
6398	LIVE OAK	24.5		x		
6399	LIVE OAK	9				
6400	LIVE OAK	20		x		
6401	LIVE OAK	36.5			x	
6402	LIVE OAK	33.5			x	
6403	LIVE OAK	14				
6404	LIVE OAK	9				
6405	LIVE OAK	10				
6406	LIVE OAK	15				
6407	ELM	9.5				
6408	LIVE OAK	35.5			x	
6409	LIVE OAK	17				
6410	LIVE OAK	10				
6411	LIVE OAK	12.5				
6412	LIVE OAK	10				
6413	LIVE OAK	9				
6414	LIVE OAK	9				
6415	LIVE OAK	9				
6416	LIVE OAK	10				
6417	LIVE OAK	10.5				
6418	LIVE OAK	9				
6419	LIVE OAK	8				
6420	LIVE OAK	9				
6421	LIVE OAK	9.5				
6422	LIVE OAK	9	x			R.O.W. / UTILITY
6423	LIVE OAK	8	x			R.O.W. / UTILITY
6424	LIVE OAK	9.5	x			R.O.W. / UTILITY
6425	LIVE OAK	8	x			R.O.W. / UTILITY
6426	LIVE OAK	14.5	x			R.O.W. / UTILITY
6427	LIVE OAK	10	x			R.O.W. / UTILITY
6428	LIVE OAK	8	x			R.O.W. / UTILITY
6429	LIVE OAK	11.5	x			R.O.W. / UTILITY
6430	LIVE OAK	10.5	x			R.O.W. / UTILITY
6431	LIVE OAK	11	x			R.O.W. / UTILITY
6432	LIVE OAK	11.5	x			R.O.W. / UTILITY
6433	LIVE OAK	8	x			R.O.W. / UTILITY
6434	LIVE OAK	8	x			R.O.W. / UTILITY
6435	LIVE OAK	10	x			R.O.W. / UTILITY
6436	LIVE OAK	13.5	x			R.O.W. / UTILITY
6437	LIVE OAK	15				
6438	LIVE OAK	9.5	x			R.O.W. / UTILITY
6439	LIVE OAK	8	x			R.O.W. / UTILITY
6440	LIVE OAK	9	x			R.O.W. / UTILITY
6441	LIVE OAK	9	x			R.O.W. / UTILITY
6442	LIVE OAK	8.5	x			R.O.W. / UTILITY
6443	LIVE OAK	10	x			R.O.W. / UTILITY
6444	LIVE OAK	13	x			R.O.W. / UTILITY
6445	LIVE OAK	21	x	x		R.O.W. / UTILITY
6446	LIVE OAK	9.5				
6447	ELM	11.5				
6448	LIVE OAK	8	x			R.O.W. / UTILITY
6449	LIVE OAK	26	x		x	R.O.W. / UTILITY
6450	LIVE OAK	17.5	x			R.O.W. / UTILITY
6451	LIVE OAK	11.5	x			R.O.W. / UTILITY
6452	LIVE OAK	12.5	x			R.O.W. / UTILITY
6453	LIVE OAK	23	x	x		R.O.W. / UTILITY
6454	LIVE OAK	12.5				
6455	LIVE OAK	10				
6456	LIVE OAK	9				
6457	LIVE OAK	10				
6458	LIVE OAK	10				
6459	LIVE OAK	11				
6460	LIVE OAK	14.5				
6461	LIVE OAK	15				
6462	LIVE OAK	11.5				
6463	LIVE OAK	8.5				
6464	LIVE OAK	10				
6465	LIVE OAK	16				
6466	LIVE OAK	9				
6467	LIVE OAK	23.5		x		
6468	LIVE OAK	11.5				
6469	LIVE OAK	11.5				
6470	LIVE OAK	15.5				
6471	LIVE OAK	12.5				
6472	LIVE OAK	17				
6473	LIVE OAK	13				
6474	LIVE OAK	10.5				
6475	LIVE OAK	16.5				
6476	LIVE OAK	10				
6477	LIVE OAK	10				
6478	LIVE OAK	8.5				
6479	LIVE OAK	8				
6480	LIVE OAK	17				
6481	LIVE OAK	22		x		
6482	LIVE OAK	11				
6483	LIVE OAK	12.5				
6484	LIVE OAK	8				
6485	LIVE OAK	26			x	
6486	LIVE OAK	26			x	
6487	LIVE OAK	34			x	
6488	LIVE OAK	9				
6489	LIVE OAK	11				
6490	LIVE OAK	33			x	
6491	LIVE OAK	9.5				
6492	LIVE OAK	9.5				
6493	LIVE OAK	27			x	
6494	ELM	8				
6495	LIVE OAK	21.5		x		
6496	ELM	10				
6497	LIVE OAK	8				
6498	LIVE OAK	8.5				
6499	LIVE OAK	11.5				
6500	LIVE OAK	32			x	
6501	LIVE OAK	13				
6502	LIVE OAK	10				
6503	LIVE OAK	8.5				
6504	LIVE OAK	12.5	x			R.O.W. / UTILITY
6505	LIVE OAK	8.5	x			R.O.W. / UTILITY
6506	LIVE OAK	11.5				
6507	LIVE OAK	8.5				
6508	LIVE OAK	12				
6509	LIVE OAK	15.5				
6510	LIVE OAK	10				
6511	LIVE OAK	9.5				
6512	LIVE OAK	8				
6513	LIVE OAK	10.5				
6514	LIVE OAK	10				
6515	LIVE OAK	19.5		x		
6516	LIVE OAK	13				
6517	LIVE OAK	9.5	x			R.O.W. / UTILITY
6518	LIVE OAK	10.5	x			R.O.W. / UTILITY
6519	LIVE OAK	11				
6520	LIVE OAK	13				
6521	LIVE OAK	8	x			R.O.W. / UTILITY
6522	LIVE OAK	26.5			x	
6523	LIVE OAK	10	x			R.O.W. / UTILITY
6524	LIVE OAK	10.5	x			R.O.W. / UTILITY
6525	LIVE OAK	12.5				
6526	LIVE OAK	10.5				
6527	LIVE OAK	8.5				
6528	LIVE OAK	11.5				
6529	LIVE OAK	16				
6530	LIVE OAK	19		x		
6531	LIVE OAK	9.5				
6532	LIVE OAK	18		x		
6533	LIVE OAK	15.5				
6534	LIVE OAK	13				
6535	LIVE OAK	18		x		
6536	LIVE OAK	13				
6537	LIVE OAK	11				
6538	LIVE OAK	27			x	
6539	LIVE OAK	9				
6540	ELM	9				
6541	LIVE OAK	12.5				
6542	LIVE OAK	11				
6543	LIVE OAK	15.5				
6544	LIVE OAK	10				
6545	LIVE OAK	34.5			x	
6546	LIVE OAK	10.5				
6547	LIVE OAK	11				
6548	LIVE OAK	8.5				
6549	ELM	17				
6550	LIVE OAK	17				
6551	LIVE OAK	19.5		x		
6552	LIVE OAK	17				
6553	LIVE OAK	9.5				
6554	LIVE OAK	19		x		
6555	LIVE OAK	9				
6556	LIVE OAK	8				
6557	LIVE OAK	27			x	
6558	LIVE OAK	19		x		
6559	LIVE OAK	8				
6560	LIVE OAK	13				
6561	LIVE OAK	22		x		
6562	ELM	8	x			R.O.W. / UTILITY
6563	HACKBERRY	17.5				
6564	ELM	8	x			R.O.W. / UTILITY
6565	ELM	12	x			R.O.W. / UTILITY
6566	ELM	8	x			R.O.W. / UTILITY
6567	LIVE OAK	26			x	
6568	ELM	8	x			R.O.W. / UTILITY
6569	ELM	9	x			R.O.W. / UTILITY
6570	LIVE OAK	40	x		x	R.O.W. / UTILITY
6571	LIVE OAK	9.5	x			R.O.W. / UTILITY
6572	LIVE OAK	22	x	x		R.O.W. / UTILITY
6573	LIVE OAK	19	x	x		R.O.W. / UTILITY
6574	LIVE OAK	28.5			x	
6575	ELM	11				
6576	ELM	10	x			R.O.W. / UTILITY
6577	LIVE OAK	10				
6578	LIVE OAK	8.5				
6579	LIVE OAK	14				
6580	LIVE OAK	10				
6581	LIVE OAK	9				
6582	LIVE OAK	8				
6583	LIVE OAK	8.5				
6584	LIVE OAK	9				
6585	LIVE OAK	21		x		
6586	LIVE OAK	16.5				
6587	LIVE OAK	10				
6588	LIVE OAK	8.5				
6589	LIVE OAK	11				
6590	ELM	9.5				
6591	LIVE OAK	10.5				
6592	LIVE OAK	10				
6593	LIVE OAK	16				
6594	LIVE OAK	10.5				
6595	LIVE OAK	9.5				

PLANNING &
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7gen PLANNING

LANDSCAPE PLANS FOR
WILD SPRING (CR 175)
WILLIAMSON COUNTY, TEXAS

PROJECT NO. 2021199-LPN-01

REGISTERED LANDSCAPE ARCHITECT
SCOTT T. RICHTER
3296
STATE OF TEXAS

September 20, 2022

No. | Date: | By: | Revision:

Job No.: 2021271-LPN-01
Scale (Horiz.): AS SHOWN
Drawn By: NK, FH
Designed By: NK, FH
Reviewed By: FH, SM

TREE MITIGATION

SHEET NO.
25 OF 28

Tree Number	Tree Type	Caliper Inch	Removed	Protected	Heritage	Reason for Removal
6596	LIVE OAK	11				
6597	LIVE OAK	9				
6598	LIVE OAK	11				
6599	LIVE OAK	11				
6600	LIVE OAK	12				
6601	LIVE OAK	8.5				
6602	LIVE OAK	12.5				
6603	LIVE OAK	10				
6604	LIVE OAK	8.5				
6605	LIVE OAK	14				
6606	LIVE OAK	12				
6607	LIVE OAK	21		x		
6608	LIVE OAK	21		x		
6609	LIVE OAK	13				
6610	LIVE OAK	20.5		x		
6611	ELM	9				
6612	LIVE OAK	12				
6613	LIVE OAK	9.5				
6614	LIVE OAK	9.5				
6615	LIVE OAK	9				
6616	LIVE OAK	8.5				
6617	LIVE OAK	10.5				
6618	LIVE OAK	13				
6619	LIVE OAK	12				
6620	LIVE OAK	9.5				
6621	LIVE OAK	10.5				
6622	ELM	13.5				
6623	ELM	8.5				
6624	LIVE OAK	12				
6625	LIVE OAK	10.5				
6626	HACKBERRY	10				
6627	ELM	8				
6628	ELM	11				
6629	LIVE OAK	29			x	
6630	LIVE OAK	8				
6631	LIVE OAK	14				
6632	LIVE OAK	10.5				
6633	LIVE OAK	32			x	
6634	LIVE OAK	10				
6635	LIVE OAK	14				
6636	LIVE OAK	27.5			x	
6637	LIVE OAK	10				
6638	LIVE OAK	11.5				
6639	LIVE OAK	8.5				
6640	LIVE OAK	8				
6641	LIVE OAK	9.5				
6642	LIVE OAK	13				
6643	LIVE OAK	13				
6644	LIVE OAK	9.5	x			R.O.W. / UTILITY
6645	LIVE OAK	10	x			R.O.W. / UTILITY
6646	LIVE OAK	9	x			R.O.W. / UTILITY
6647	LIVE OAK	9				
6648	LIVE OAK	10.5				
6649	LIVE OAK	12				
6650	LIVE OAK	8.5				
6651	LIVE OAK	12	x			R.O.W. / UTILITY
6652	LIVE OAK	14	x			R.O.W. / UTILITY
6653	LIVE OAK	12	x			R.O.W. / UTILITY
6654	LIVE OAK	8.5	x			R.O.W. / UTILITY
6655	LIVE OAK	8				
6656	LIVE OAK	14				
6657	LIVE OAK	9.5				
6658	LIVE OAK	8				
6659	LIVE OAK	8				
6660	LIVE OAK	10				
6661	LIVE OAK	10				
6662	LIVE OAK	10				
6663	LIVE OAK	9.5				
6664	LIVE OAK	14.5				
6665	LIVE OAK	8.5				
6666	LIVE OAK	10				
6667	LIVE OAK	8.5	x			R.O.W. / UTILITY
6668	LIVE OAK	11				
6669	LIVE OAK	9				
6670	LIVE OAK	10.5				
6671	LIVE OAK	12				
6672	LIVE OAK	9				
6673	LIVE OAK	10.5				
6674	LIVE OAK	15.5				
6675	LIVE OAK	11				
6676	LIVE OAK	13.5				
6677	LIVE OAK	13.5				
6678	LIVE OAK	12				
6679	LIVE OAK	12.5				
6680	LIVE OAK	11				
6681	LIVE OAK	9				
6682	LIVE OAK	11				
6683	LIVE OAK	29	x		x	R.O.W. / UTILITY
6684	LIVE OAK	18		x		
6685	LIVE OAK	9				
6686	LIVE OAK	12.5				
6687	LIVE OAK	18	x	x		R.O.W. / UTILITY
6688	LIVE OAK	13				
6689	LIVE OAK	8				
6690	LIVE OAK	10				
6691	LIVE OAK	14.5	x			R.O.W. / UTILITY
6692	LIVE OAK	8				
6693	LIVE OAK	9.5	x			R.O.W. / UTILITY
6694	LIVE OAK	9	x			R.O.W. / UTILITY
6695	LIVE OAK	8	x			R.O.W. / UTILITY
6696	LIVE OAK	8	x			R.O.W. / UTILITY
6697	LIVE OAK	8	x			R.O.W. / UTILITY
6698	LIVE OAK	8.5	x			R.O.W. / UTILITY
6699	LIVE OAK	13	x			R.O.W. / UTILITY
6700	LIVE OAK	9	x			R.O.W. / UTILITY
6701	PECAN	26			x	
6702	HACKBERRY	9				
6703	BOIS D ARC	14	x			R.O.W. / UTILITY
6704	PECAN	19.5	x	x		R.O.W. / UTILITY
6705	LIVE OAK	12.5				
6706	LIVE OAK	24		x		
6707	LIVE OAK	13	x			R.O.W. / UTILITY
6708	ELM	9	x			R.O.W. / UTILITY
6709	HACKBERRY	11	x			R.O.W. / UTILITY
6710	ELM	10.5				
6711	LIVE OAK	14				
6712	LIVE OAK	8				
6713	LIVE OAK	8				
6714	LIVE OAK	17.5	x			R.O.W. / UTILITY
6715	LIVE OAK	17.5				
6716	LIVE OAK	13				
6717	LIVE OAK	55			x	
6718	LIVE OAK	8				
6719	LIVE OAK	11.5				
6720	LIVE OAK	38.5			x	
6721	LIVE OAK	30			x	
6722	ELM	8				
6723	LIVE OAK	43			x	
6724	LIVE OAK	15.5				
6725	LIVE OAK	15.5				
6726	ELM	8				
6727	LIVE OAK	19		x		
6728	LIVE OAK	12.5				
6729	LIVE OAK	8.5	x			R.O.W. / UTILITY
6730	LIVE OAK	16.5	x			R.O.W. / UTILITY
6731	LIVE OAK	22	x	x		R.O.W. / UTILITY
6732	LIVE OAK	24.5	x	x		R.O.W. / UTILITY
6733	LIVE OAK	15	x			R.O.W. / UTILITY
6734	LIVE OAK	8	x			R.O.W. / UTILITY
6735	LIVE OAK	9	x			R.O.W. / UTILITY
6736	LIVE OAK	12				
6737	LIVE OAK	13.5	x			R.O.W. / UTILITY
6738	LIVE OAK	11.5	x			R.O.W. / UTILITY
6739	LIVE OAK	19.5	x	x		R.O.W. / UTILITY
6740	LIVE OAK	23	x	x		R.O.W. / UTILITY
6741	LIVE OAK	25.5		x		
6742	LIVE OAK	10				
6743	LIVE OAK	8				
6744	LIVE OAK	25		x		
6745	LIVE OAK	9.5	x			R.O.W. / UTILITY
6746	LIVE OAK	10	x			R.O.W. / UTILITY
6747	LIVE OAK	8.5	x			R.O.W. / UTILITY
6748	LIVE OAK	15	x			R.O.W. / UTILITY
6749	LIVE OAK	18.5	x	x		R.O.W. / UTILITY
6750	LIVE OAK	8	x			R.O.W. / UTILITY
6751	ELM	11				
6752	ELM	11				
6753	ELM	13				
6754	BOIS D ARC	15.5				
6755	LIVE OAK	20.5		x		
6756	LIVE OAK	32.5			x	
6757	SPANISH OAK	9				
6758	HACKBERRY	9				
6759	ELM	8.5				
6760	ELM	15.5				
6761	HACKBERRY	9.5				
6762	ASH	15				
6763	AMERICAN ELM	16.5				
6764	ASH	15				
6765	WALNUT	8.5				
6766	AMERICAN ELM	11				
6767	SYCAMORE	12				
6768	SYCAMORE	31			x	
6769	ELM	8				
6770	PECAN	15				
6771	AMERICAN ELM	9				
6772	PECAN	13.5				
6773	PECAN	21		x		
6774	PECAN	8				
6775	BOIS D ARC	12				
6776	SYCAMORE	11.5				
6777	PECAN	10.5				
6778	PECAN	11.5				
6779	ASH	21.5		x		
6780	ASH	11.5				
6781	ELM	19.5		x		
6782	ASH	9				
6783	ASH	15				
6784	ASH	11.5				
6785	ASH	30.5			x	
6786	ELM	17				
6787	ELM	11				
6788	ELM	14				
6789	ELM	8				
6790	ELM	13				
6791	ELM	9.5				
6792	ELM	15.5				
6793	CHINA BERRY	9				
6794	BOIS D ARC	9.5				
6795	BOIS D ARC	8				
6796	PECAN	13				
6797	PECAN	9.5				
6798	PECAN	8				
6799	SYCAMORE	17				
6800	SYCAMORE	24.5		x		
6801	SYCAMORE	9				
6802	SYCAMORE	12				
6803	SYCAMORE	12.5				
6804	SYCAMORE	8				
6805	PECAN	10.5				
6806	SYCAMORE	11				
6807	AMERICAN ELM	9				
6808	SYCAMORE	17				
6809	SYCAMORE	9				
6810	SYCAMORE	10				
6811	ELM	18		x		
6812	ASH	15				
6813	MULBERRY	8				
6814	PECAN	32.5			x	
6815	SYCAMORE	14				
6816	WALNUT	9				
6817	SYCAMORE	9				
6818	SYCAMORE	14.5				
6819	ASH	9.5				
6820	SYCAMORE	9				
6821	BOIS D ARC	24.5		x		
6822	PECAN	9.5				
6823	PECAN	9				
6824	ASH	11				
6825	SYCAMORE	11				
6826	SYCAMORE	9				
6827	ELM	9.5				
6828	ELM	12				
6829	LIVE OAK	47			x	
6830	ELM	14.5				
6831	ELM	11				
6832	ELM	9				
6833	ELM	19		x		
6834	ELM	8.5				
6835	ELM	8				
6836	ELM	9.5				
6837	ELM	19.5		x		
6838	ELM	8.5				
6839	ELM	17				
6840	ELM	11				
6841	ELM	12.5				
6842	ELM	14				
6843	ELM	9				
6844	ELM	8				
6845	MULBERRY	9.5				
6846	ASH	20.5		x		
6847	ELM	13				
6848	ELM	12.5				
6849	ELM	8.5				
6850	ELM	8				
6851	ELM	14				
6852	LIVE OAK	20		x		
6853	ELM	21		x		
6854	ELM	11.5				
6855	PECAN	18		x		
6856	LIVE OAK	21		x		
6857	LIVE OAK	16				
6858	CHINA BERRY	14				
6859	ELM	19		x		
6860	CHINA BERRY	10.5				
6861	PECAN	23.5		x		
6862	CHINA BERRY	9				
6863	CHINA BERRY	8				
6864	ELM	21.5		x		
6865	PECAN	12				
6866	ELM	13.5				
6867	LIVE OAK	9				
6868	ELM	19.5		x		
6869	ELM	16				
6870	ELM	9				
6871	ELM	10.5				
6872	AMERICAN ELM	14				
6873	ASH	14				
6874	ELM	22		x		
6875	ASH	17.5				
6876	ELM	15				
6877	ELM	22		x		
6878	ELM	15.5				
6879	ELM	11				
6880	ELM	17.5				
6881	ELM	9				
6882	CHINA BERRY	13				
6883	ASH	30			x	
6884	ELM	15.5				
6885	SYCAMORE	22		x		
6886	ELM	12				
6887	ELM	14				
6888	ELM	10.5				
6889	ELM	13				
6890	ASH	10.5				
6891	ASH	11.5				
6892	SYCAMORE	17				
6893	ASH	9.5				
6894	ASH	8				
6895	PECAN	8.5				
6896	PECAN	15				
6897	ASH	14				
6898	ASH	8.5				
6899	ASH	8.5				
6900	ASH	14.5				
6901	PECAN	16.5				
6902	ELM	18.5		x		
6903	BOIS D ARC	19.5		x		
6904	ELM	14.5				
6905	BOIS D ARC	11.5				
6906	ELM	9				
6907	WALNUT	14				
6908	ELM	8				
6909	ELM	16.5				
6910	ASH	12				
6911	BOIS D ARC	15.5				
6912	ELM	18		x		
6913	ELM	11				
6914	ELM	14.5				
6915	ELM	9				
6916	ELM	10				
6917	ELM	17.5				
6918	LIVE OAK	14.5				
6919	LIVE OAK	16				
6920	ELM	13				
6921	BOIS D ARC	9.5				
6922	BOIS D ARC	14.5				

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7gen PLANNING

LANDSCAPE PLANS FOR
WILD SPRING (CR 175)
WILLIAMSON COUNTY, TEXAS

PROJECT NO. 2021199-LPN-01

REGISTERED LANDSCAPE ARCHITECT
LIOTT T. RICHTER
3296
STATE OF TEXAS

September 20, 2022

No. Date: By: Revision:

Job No.: 2021271-LPN-01
Scale: (Horz.): AS SHOWN
Drawn By: NK, RH
Designed By: NK, RH
Reviewed By: RH, SM

TREE MITIGATION

SHEET NO.
26 OF 28

Tree Number	Tree Type	Caliper Inch	Removed	Protected	Heritage	Reason for Removal
6923	SYCAMORE	10.5				
6924	SYCAMORE	12.5				
6925	SYCAMORE	8.5				
6926	SYCAMORE	9				
6927	SYCAMORE	12.5				
6928	SYCAMORE	14.5				
6929	SYCAMORE	15				
6930	SYCAMORE	10.5				
6931	SYCAMORE	10				
6932	WALNUT	16.5				
6933	PECAN	11				
6934	LIVE OAK	25		x		
6935	ELM	22		x		
6936	ELM	17.5				
6937	ELM	10				
6938	WALNUT	16.5				
6939	WALNUT	24		x		
6940	SYCAMORE	15				
6941	SYCAMORE	12				
6942	SYCAMORE	15				
6943	HACKBERRY	10.5				
6944	SYCAMORE	19		x		
6945	AMERICAN ELM	13				
6946	CHINA BERRY	10.5				
6947	WALNUT	14				
6948	ASH	17				
6949	ASH	9				
6950	ASH	8				
6951	ASH	17				
6952	AMERICAN ELM	13				
6953	ASH	13.5				
6954	ELM	12.5				
6955	PECAN	19.5		x		
6956	ASH	15.5				
6957	HACKBERRY	8.5				
6958	ELM	10				
6959	ELM	10.5				
6960	CHINA BERRY	11.5				
6961	ELM	10				
6962	ELM	18.5		x		
6963	ELM	11.5				
6964	WALNUT	9				
6965	ELM	17				
6966	ELM	16				
6967	ELM	13				
6968	ELM	20.5		x		
6969	HACKBERRY	11				
6970	BOIS D ARC	8				
6971	BOIS D ARC	12.5				
6972	ELM	11				
6973	HACKBERRY	15				
6974	HACKBERRY	8				
6975	HACKBERRY	16				
6976	ELM	10				
6977	ASH	14				
6978	ASH	21		x		
6979	BOIS D ARC	13				
6980	CHINA BERRY	9				
6981	PECAN	18.5		x		
6982	SYCAMORE	16.5				
6983	ELM	11.5				
6984	ELM	24.5		x		
6985	PECAN	14.5				
6986	ASH	15				
6987	ASH	17				
6988	ASH	16.5				
6989	ASH	12				
6990	ASH	19.5		x		
6991	ASH	14				
6992	SYCAMORE	16.5				
6993	BOIS D ARC	33.5			x	
6994	SYCAMORE	11				
6995	ASH	11.5				
6996	ASH	12				
6997	ASH	19		x		
6998	ASH	13				
6999	ASH	19.5		x		
7000	ASH	17				
7322	AMERICAN ELM	17				
7323	ASH	19		x		
7324	PECAN	17.5				
7325	ASH	23		x		
7326	ASH	13				
7327	ASH	24		x		
7328	ASH	11				
7329	ASH	19		x		
7330	ASH	19.5		x		
7331	PECAN	13				
7332	PECAN	14.5				
7333	PECAN	15.5				
7334	PECAN	13				
7335	PECAN	19		x		
7336	ASH	14.5				
7337	ASH	17				
7338	PECAN	22.5		x		
7339	LIVE OAK	24		x		
7340	LIVE OAK	11				
7341	LIVE OAK	10.5				
7342	LIVE OAK	17				
7343	LIVE OAK	8.5				
7344	LIVE OAK	8.5				
7345	LIVE OAK	8				
7346	LIVE OAK	14				
7347	LIVE OAK	8				
7348	LIVE OAK	14				
7349	LIVE OAK	12.5				
7350	ELM	13.5				
7351	LIVE OAK	10.5				
7352	LIVE OAK	12	x			**R.O.W. / UTILITY**
7353	LIVE OAK	8	x			**R.O.W. / UTILITY**
7354	LIVE OAK	8	x			**R.O.W. / UTILITY**
7355	ELM	9				
7356	LIVE OAK	17				
7357	PECAN	17				
7358	PECAN	17				
7359	CHINA BERRY	24	x	x		**R.O.W. / UTILITY**
7360	CHINA BERRY	12				
7361	LIVE OAK	20		x		
7362	ELM	8				
7363	SPANISH OAK	12.5				

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7gen PLANNING

LANDSCAPE PLANS FOR
WILD SPRING (CR 175)
WILLIAMSON COUNTY, TEXAS

PROJECT NO. 2021199-LPN-01

REGISTERED LANDSCAPE ARCHITECT
KELLY T. RICHTER
3298
STATE OF TEXAS

September 20, 2022

No.	Date:	By:	Revision:

Job No.: 2021271-LPN-01
Scale (Horz.): AS SHOWN
Drawn By: NK, RH
Designed By: NK, RH
Reviewed By: RH, SM

TREE MITIGATION

SHEET NO.
27 OF 28

LEGEND

- PROPERTY BOUNDARY
- PHASE LINE
- DEDICATED PARKLAND
- DEDICATED PARKLAND IN FLOODPLAIN

LANDSCAPE NOTE:
XERI-SCAPE WILL BE USED IN LIEU OF TURF AND STREET TREES WITHIN THE PLANTING STRIP BETWEEN BACK OF CURB AND PUBLIC RIGHT OF WAY TO CONSERVE WATER

SCALE : 1" = 150'
0 75 150 300
DATE : 08-30-2022
NORTH

Parkland Improvements Preliminary Plat		
Phase Section	Units(ea)	Fee Required $400/unit
Phase 1	145	$58,000.00
Phase 2	119	$47,600.00
Phase 3	65	$26,000.00
TOTAL	329	$131,600.00

Parkland Dedication Preliminary Plat						
Phase Section	Units (ea)	Parkland Required (Ac)	Parkland Proposed (Ac)	Floodplain Deduction (Ac)	Total Parkland	Area Credit
Phase 1	145	5.08	4.7	4.45	9.15	4.08
Phase 2	119	4.17	5.5	1.65	7.15	2.99
Phase 3	65	2.28	2.7	0.16	2.86	0.58
TOTAL	329	11.52	12.9	6.26	19.16	7.64

PLANNING & LANDSCAPE ARCHITECTURE
2107 CITYWEST BLVD., 4TH FLOOR, HOUSTON, TEXAS 77042
713.787.7788
9050 N CAPITAL OF TX HWY, BLDG. 3, STE 390 AUSTIN, TEXAS 78759
512.646.3454
7gen PLANNING

LANDSCAPE PLANS FOR WILD SPRING (CR 175) WILLIAMSON COUNTY, TEXAS

PROJECT NO. 2021199-LPN-01

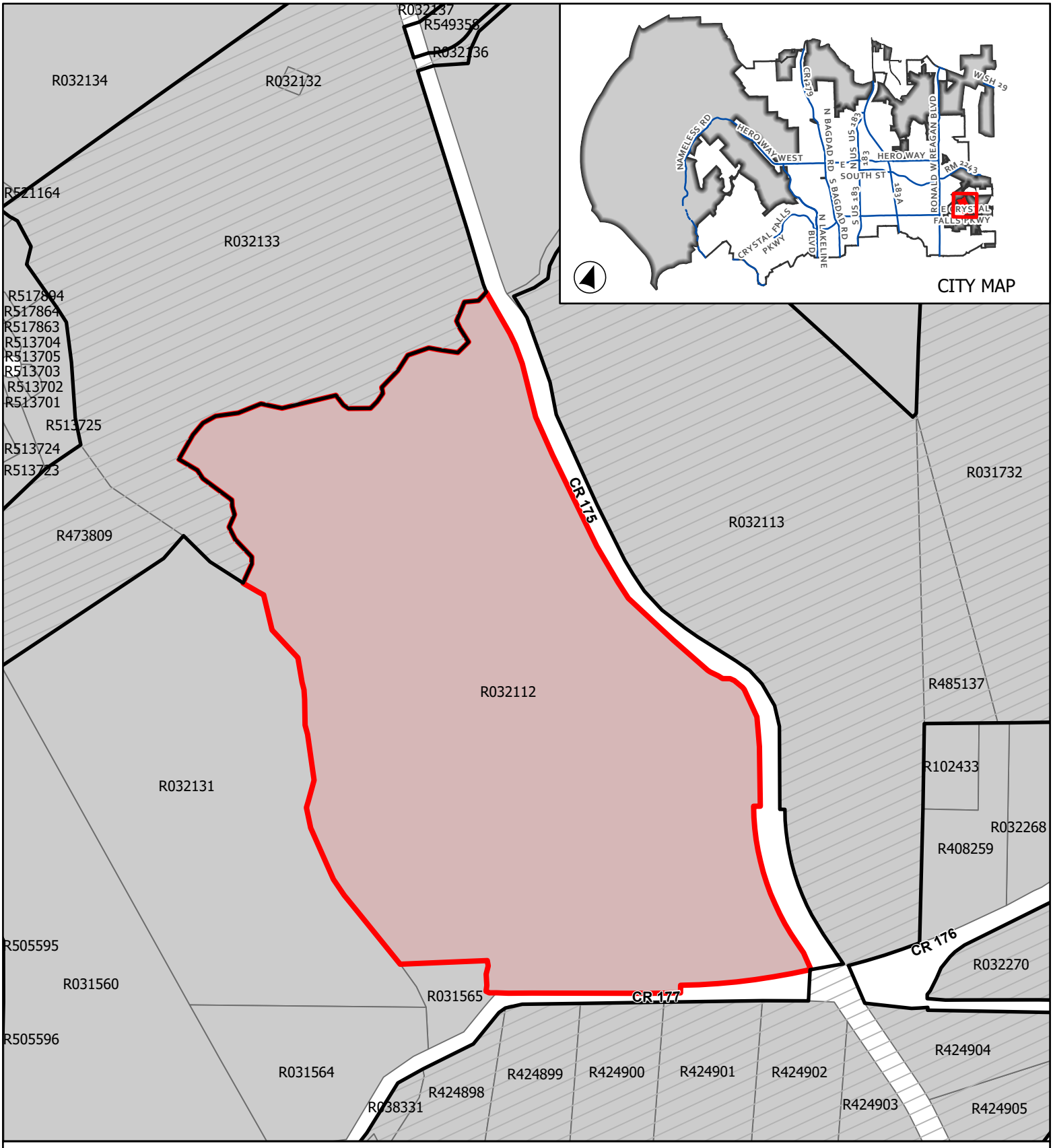
August 30, 2022

No.	Date:	By:	Revision:

Job No.: 2021271-LPN-01
Scale (Horiz.): AS SHOWN
Drawn By: VK, RH
Designed By: VK, RH
Reviewed By: RH, SM

PARK PLAN

SHEET NO.
28 OF 28



CASE: 22-PP-007 **ATTACHMENT 2** **WILDSPRING**

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 herin provided.

0 275 550

Feet

- Leander City Limits
- ETJ
- Site Location

AGENDA ITEM # 39

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Discuss and consider acceptance of the Fiscal Year 2023 Capital Improvement Program (CIP) list of projects approved for funding in the Fiscal Year 2023 Annual Budget.

BACKGROUND:

The Capital Improvement Program (CIP) outlines necessary capital projects which have been researched, submitted, and reviewed by the City departments and Consultants based on need, priority, and funding. Projects include municipal facilities, parks, and transportation, water, and wastewater infrastructure.

These needs have been researched and identified by contractual Consultants within the Comprehensive Facilities Plan, the Transportation Master Plan, the Water Master Plan, the Wastewater Master Plan, and the Storm Water Master Plan.

HISTORY/TIMELINE:

04/2021 - Comprehensive Facilities Plan
03/2019 - Parks, Public Spaces, and Recreation Comprehensive Plan
04/2021 - Transportation Master Plan
08/2022 - Transportation Master Plan Revised
09/2018 - Water Master Plan
03/2017 - Wastewater Master Plan
02/2008 - Storm Water Management Program

RECOMMENDATION:

City Staff recommends approval of the list of projects as identified within the Capital Improvement Program for FY23, leading into FY24, obligating the City to project costs accounting to $132,640,686.

PRESENTER:

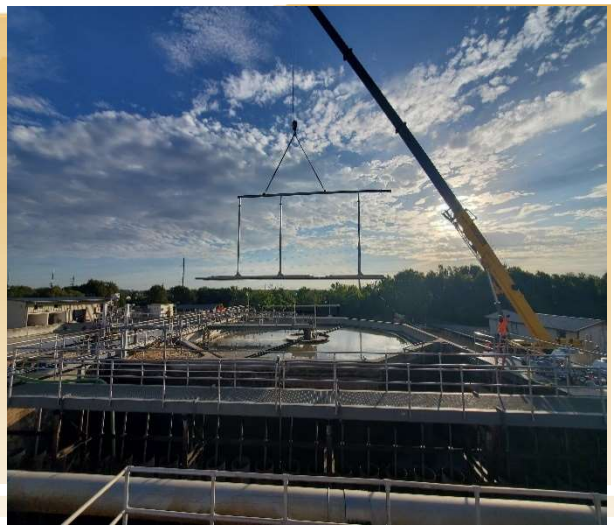
Daniel Grimsbo, Executive Director of Infrastructure

Fiscal Impact

Amount requested:	$132,640,686
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	Various

Attachments

1. CIP Project Booklet



FISCAL YEAR 2023
CAPITAL IMPROVEMENT PROGRAM

City of Leander, Texas

City of Leander

October 10, 2022

The Honorable Mayor and City Council
Leander City Hall
Leander, Texas 78641

I am pleased to present you the approved 2023 Capital Improvement Program, which is a comprehensive five (5) year outlook of the City's infrastructure needs beginning in Fiscal Year 2023 through Fiscal Year 2027. Although the City has maintained various master plans over the years - such as the Parks & Recreation Master Plan and the Water & Wastewater Impact Fee Master Plan, this document culminates the City's comprehensive effort to consolidate these various plans into one planning tool, presenting the higher priority projects, based upon the City's urgent needs.

This document covers Parks & Recreation, Transportation, Stormwater, Water, Wastewater, Public Safety, and Municipal Facilities and Equipment. Individual projects are grouped accordingly. It should be noted that these individual projects within each group have been chosen as priorities within each group.

Projects listed in the short-range plan include the fully funded FY 2022 projects from the previously approved FY 2022 annual budget as well as upcoming FY 2023 projects with programmed funding. Projects listed in the long-range plan will be subject to the annual appropriation process and may or may not be funded at that time. Consequently, each year going forward, this CIP will be updated during the annual budget process and the City Council will have final approval of all capital projects for the next fiscal year.

We look forward to building upon this document in the future. Most importantly, we hope it serves as a useful planning guide as we work towards meeting the capital needs of a growing and vibrant community.

Sincerely,

Richard B. Beverlin III
City Manager

CITY OF LEANDER, TEXAS

FISCAL YEAR 2023

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

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INTRODUCTION

Reader's Guide

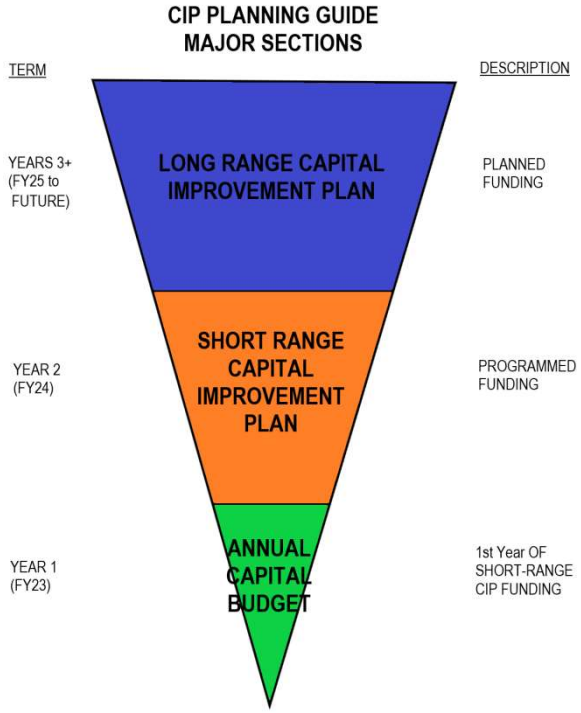
The City of Leander's Capital Improvement Program (CIP) has been developed to identify the capital needs of the community over a five (5) year period. This program is designed to plan, prioritize, and coordinate capital improvement projects to work towards meeting today's needs, as well as those of the future. The City of Leander prepares the CIP in addition to the Annual Operating Budget to be adopted by the City Council. The CIP differs from the Operating Budget because it covers multiple years. However, the first year in the CIP is included in the adopted Annual Operating Budget.

What is a Capital Improvement?

A capital improvement is a major, non-routine expenditure for new construction, streets, improvements to existing buildings, parks, land purchases, facilities, major equipment, water infrastructure and/or wastewater infrastructure. These projects are typically large in monetary value, have a long-life expectancy and result in the creation or improvement of a City asset. The cost of a capital improvement can include any expense that is necessary to put the asset into service.

Capital Improvement Plan (CIP) Development Process

The City of Leander is experiencing significant growth, and the need for capital improvement planning is critical. Several meetings were held with the City Manager and Department Directors to compile a list of projects from each City Department for the FY23/24 fiscal years.The list includes all projects regardless of the potential funding source. Once the list was complete, each project was prioritized by need, expected funding sources, and in a way that allows the City to achieve goals set forth in the City's Comprehensive Plan, as well as the City's various master plans.



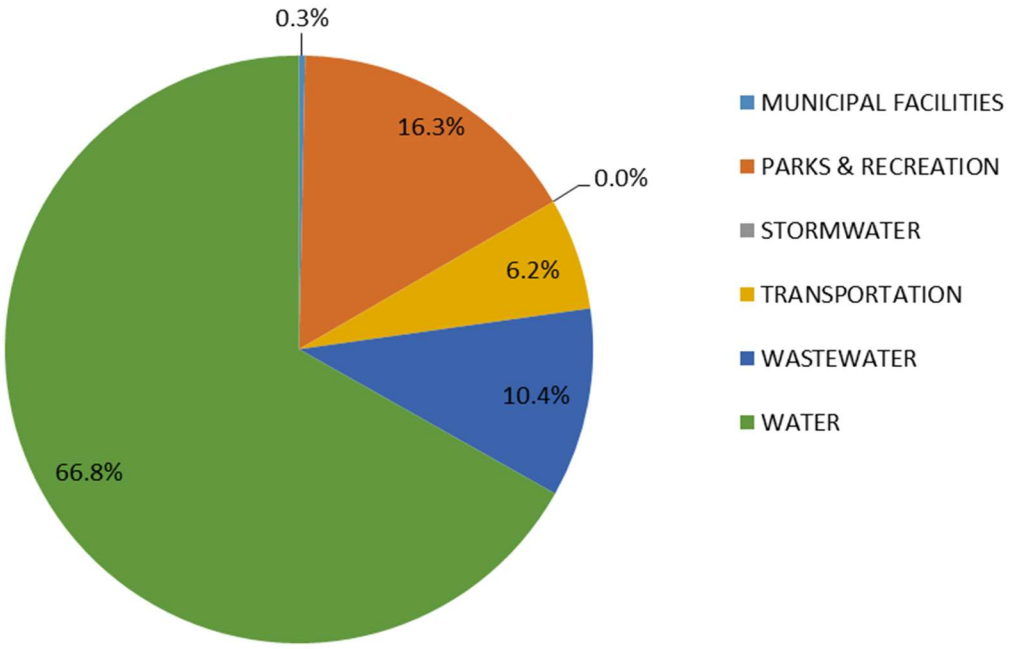
It is important to note that the CIP document is a continual process and is considered a working document. The CIP will be reviewed on an annual basis, with projects added or removed, and unfinished projects continued into future years.

Detailed CIP Project Information

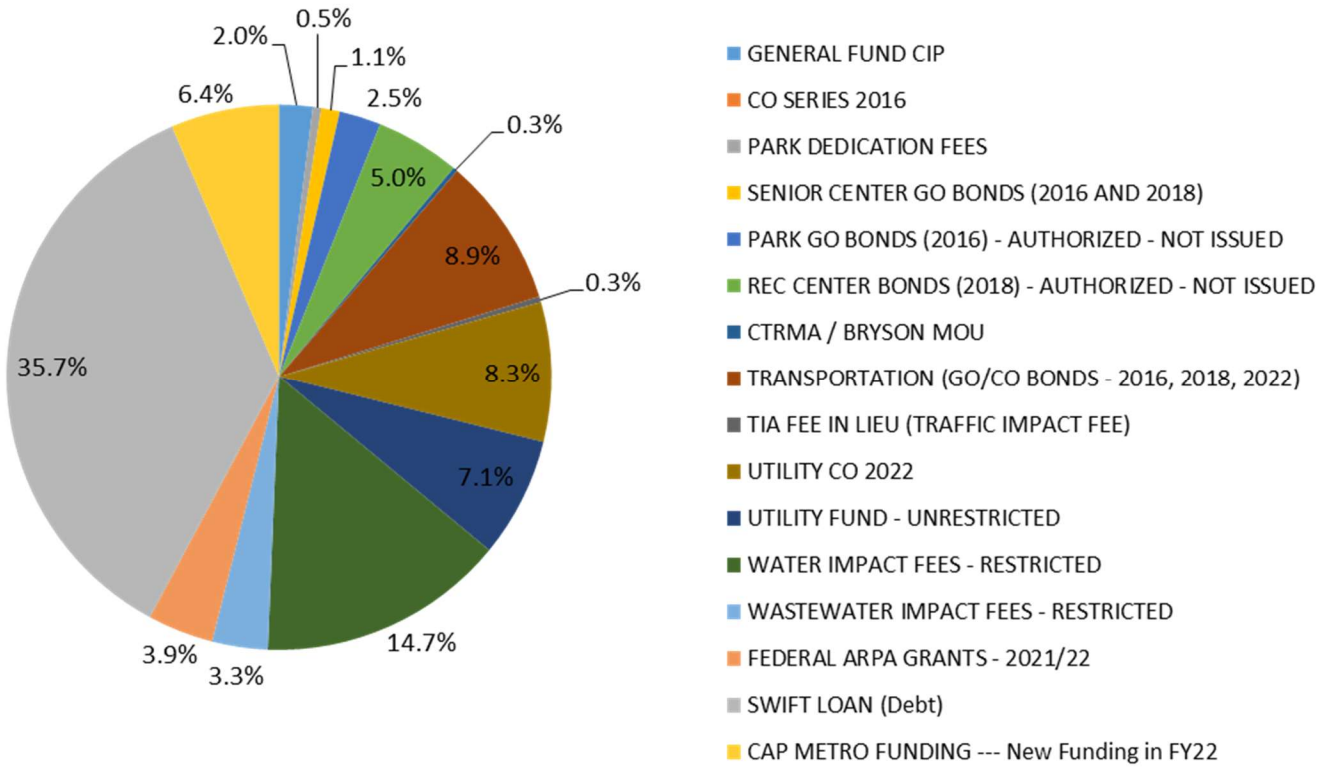
Each planned FY23/24 capital project listed in this five (5) year outlook has a CIP project sheet that includes the expected costs, the details of the project, the timeline, the benefit the project will have for the City, and the anticipated methods of financing. The project sheets are accompanied by a map to provide a visual of the expected location of each project, although, some projects are citywide and cannot specifically pinpoint a location. These project data sheets and maps can be found in the associated budget category in the attached appendices.

CIP Total Summary

The summaries below depict the FY23 - FY24 Capital Improvement Program by project type and funding source. The FY22 projects are included for reference.

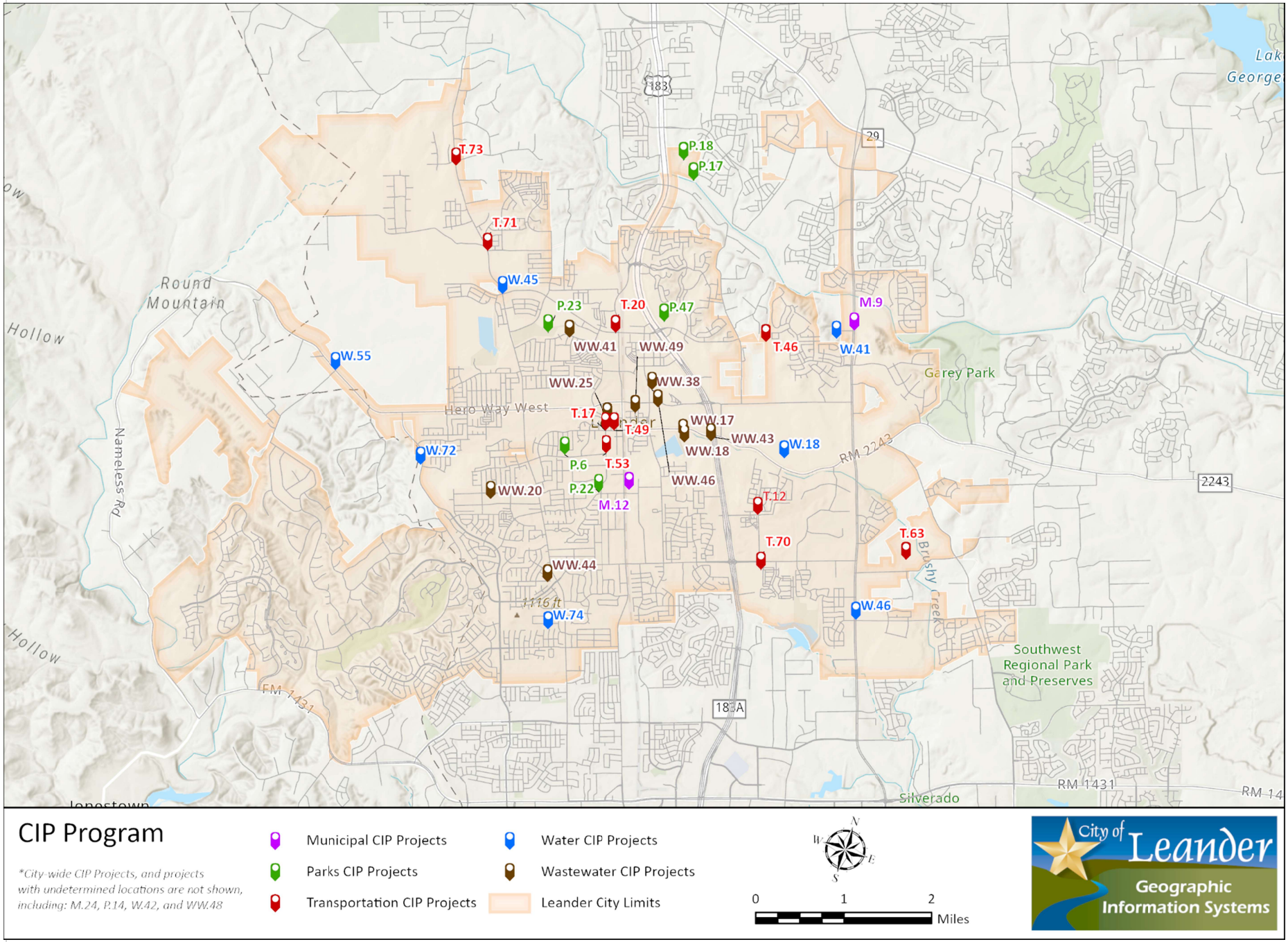


TYPE	FY22	FY23	FY24	FY23/24 TOTAL
MUNICIPAL FACILITIES	3,630,000	700,000	-	700,000
PARKS & RECREATION	1,660,200	8,678,739	25,723,261	34,402,000
STORMWATER	-	-	-	-
TRANSPORTATION	31,176,432	10,794,625	2,202,635	12,997,260
WASTEWATER	29,710,409	19,662,900	2,299,100	21,962,000
WATER	76,348,750	92,804,422	48,275,000	141,079,422
TOTAL	**142,525,791**	**132,640,686**	**78,499,996**	**211,140,682**



FUNDING SOURCE (Funds Available for Each FY)	FY22	FY23	FY24
GENERAL FUND CIP	5,160,000	1,950,000	-
CO SERIES 2016			
PARK DEDICATION FEES	1,044,000	750,000	-
SENIOR CENTER GO BONDS (2016 AND 2018)	-	3,953,739	-
PARK GO BONDS (2016) - AUTHORIZED - NOT ISSUED	-	-	8,839,000
REC CENTER BONDS (2018) - AUTHORIZED - NOT ISSUED	-	1,800,000	16,200,000
CTRMA / BRYSON MOU	-	925,000	-
TRANSPORTATION (GO/CO BONDS - 2016, 2018, 2022)	29,976,432	1,394,625	516,308
TIA FEE IN LIEU (TRAFFIC IMPACT FEE)	-	1,200,000	-
UTILITY CO 2022	29,795,000	-	-
UTILITY FUND - UNRESTRICTED	10,445,409	14,982,900	-
WATER IMPACT FEES - RESTRICTED	8,648,750	41,304,422	2,661,451
WASTEWATER IMPACT FEES - RESTRICTED	7,160,000	4,680,000	-
FEDERAL ARPA GRANTS - 2021/22	510,000	13,500,000	-
SWIFT LOAN (Debt)	48,000,000	40,000,000	40,000,000
CAP METRO FUNDING --- New Funding in FY22	2,830,000	20,200,000	-
TOTALS	**143,569,591**	**146,640,686**	**68,216,759**

The map and table on the following pages provide a summary of the project types and funding sources for the City's short-range and long-range projections.



T.73
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W.45
P.23
T.20
P.47
P.18
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WW.44
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Round Mountain
Hollow
Hero Way West
Nameless Rd
Garey Park
Brushy Creek
Southwest Regional Park and Preserves
Silverado
RM 2243
RM 1431
FM 1431
183
29
2243
183A
1116 ft
CIP Program
*City-wide CIP Projects, and projects with undetermined locations are not shown, including: M.24, P.14, W.42, and WW.48
Municipal CIP Projects
Parks CIP Projects
Transportation CIP Projects
Water CIP Projects
Wastewater CIP Projects
Leander City Limits
0
1
2
Miles
City of Leander
Geographic Information Systems

CITY OF LEANDER, TEXAS
CAPITAL IMPROVEMENT PROGRAM - BY TYPE AND FUNDING SOURCE
SHORT-RANGE CIP (FY23 - FY24)

MUNICIPAL SHORT-RANGE CIP		PRIOR to FY23 FUNDING	FUNDING PROGRAMMED FOR FY23	FUNDING PROGRAMMED FOR FY24	SHORT-RANGE FY23 - FY24	TOTAL COST
PROJECT #	PROJECT DESCRIPTION		YEAR 1	YEAR 2	TOTAL	TOTAL
M.9	Fire Station #6	1,000,000	-	-	-	1,000,000
M.12	Fire Training Building - Field Conversion to Clean LPG	-	550,000	-	550,000	550,000
M.16	Fire Station #2 EMS Station	2,000,000	-	-	-	2,000,000
M.23	Renovation of EMS Building	500,000	-	-	-	500,000
M.24	City Hall - Predesign/Conceptuals	-	150,000	-	150,000	150,000
	Old Town Master Plan	130,000	-	-	-	130,000
TOTAL		**3,630,000**	**700,000**	**-**	**700,000**	**4,330,000**
MUNICIPAL AVAILABLE FUNDING		**PRIOR to FY23 FUNDING**	**FUNDING PROGRAMMED FOR FY23**	**FUNDING PROGRAMMED FOR FY24**	**SHORT-RANGE FY23 - FY24**	**TOTAL COST**
	REVENUE SOURCE		**YEAR 1**	**YEAR 2**	**TOTAL**	**TOTAL**
	Transfer In - General Fund - CIP	3,500,000	700,000	-	700,000	4,200,000
	Cap Metro Funds	130,000	-	-	-	130,000
TOTAL		**3,630,000**	**700,000**	**-**	**700,000**	**4,330,000**
	DEFICIT	**-**	**-**	**-**	**-**	**-**

PARKS AND RECREATION SHORT-RANGE CIP		PRIOR to FY23 FUNDING	FUNDING PROGRAMMED FOR FY23	FUNDING PROGRAMMED FOR FY24	SHORT-RANGE FY23 - FY24	TOTAL COST
PROJECT #	PROJECT DESCRIPTION		YEAR 1	YEAR 2	TOTAL	TOTAL
P.6	Senior Activity Center	-	5,953,739	46,261	6,000,000	6,000,000
P.14	Recreation Center	-	1,800,000	16,200,000	18,000,000	18,000,000
P.17/18	South San Gabriel River Trail and Park	1,660,200	-	8,839,000	8,839,000	10,499,200
P.22	Mason Creek Greenway Trailhead	-	-	340,000	340,000	340,000
P.23	Concrete for North Brushy Creek Trail (Benbrook Park)	-	-	273,000	273,000	273,000
P.47	Bryson Farmstead	-	925,000	25,000	950,000	950,000
P.48	Old Town Park	1,044,000	-	-	-	1,044,000
TOTAL		**1,660,200**	**8,678,739**	**25,723,261**	**34,402,000**	**37,106,200**
PARKS AND RECREATION AVAILABLE FUNDING		**PRIOR to FY23 FUNDING**	**FUNDING PROGRAMMED FOR FY23**	**FUNDING PROGRAMMED FOR FY24**	**SHORT-RANGE FY23 - FY24**	**TOTAL COST**
	REVENUE SOURCE		**YEAR 1**	**YEAR 2**	**TOTAL**	**TOTAL**
	Transfer In - General Fund - CIP	1,660,000	1,250,000	-	1,250,000	2,910,000
	Park Dedication Fees	1,044,000	750,000	-	750,000	1,794,000
	Senior Center GO Bonds (Series 2016 & 2018)	-	3,953,739	-	3,953,739	3,953,739
	Recreation Center GO Bonds (Series 2018)	-	1,800,000	16,200,000	18,000,000	18,000,000
	Park GO Bonds (Series 2016)	-	-	8,839,000	8,839,000	8,839,000
	CTRMA / Bryson MOU	-	925,000	-	925,000	925,000
TOTAL		**2,704,000**	**8,678,739**	**25,039,000**	**33,717,739**	**36,421,739**
	DEFICIT	**-**	**-**	**684,261**	**684,261**	**684,461**

TRANSPORTATION SHORT-RANGE CIP		PRIOR to FY23 FUNDING	FUNDING PROGRAMMED FOR FY23	FUNDING PROGRAMMED FOR FY24	SHORT-RANGE FY23 - FY24	TOTAL COST
PROJECT #	PROJECT DESCRIPTION		YEAR 1	YEAR 2	TOTAL	TOTAL
T.11	San Gabriel Parkway - Phase 2	6,996,737	-	1,000,000	1,000,000	7,996,737
T.12	Raider Way & East Woodview Drive Roadway Improvements	7,666,365	1,500,000	602,635	2,102,635	9,769,000
T.17/49/53	Improvements for South Street and West Drive	600,000	7,200,000	-	7,200,000	7,800,000
T.20	San Gabriel Parkway - Right Turn on US Hwy 183	100,000	700,000	-	700,000	800,000
T.41	Hero Way - County Improvements	10,425,000	-	-	-	10,425,000
T.46	San Gabriel Parkway - Phase 3	-	1,000,000	-	1,000,000	1,000,000
T.52	Heritage Grove Improvements	3,200,000	-	-	-	3,200,000
T.58	US Hwy 183 Corridor Study	500,000	-	-	-	500,000
T.68/33	Traffic Signals - Hero Way / Ronald W. Reagan Boulevard & Sonny Drive / Bagdad Road	1,500,000	-	-	-	1,500,000
T.70	Yaupon Grove Lane - Extension	-	394,625	-	394,625	394,625
T.71	Bagdad Road and Collaborative Way - Traffic Signals and Improve	188,330	-	600,000	600,000	788,330
TOTAL		**31,176,432**	**10,794,625**	**2,202,635**	**12,997,260**	**44,173,692**
TRANSPORTATION AVAILABLE FUNDING		**PRIOR to FY23 FUNDING**	**FUNDING PROGRAMMED FOR FY23**	**FUNDING PROGRAMMED FOR FY24**	**SHORT-RANGE FY23 - FY24**	**TOTAL COST**
	REVENUE SOURCE		**YEAR 1**	**YEAR 2**	**TOTAL**	**TOTAL**
	Transportation GO/CO Bonds - Series 2016, 2018 and 2022	29,976,432	1,394,625	516,308	1,910,933	31,887,365
	Water Impact Fee	-	1,500,000	-	1,500,000	1,500,000
	TIA Fee In Lieu (Traffic Impact Fee)	-	1,200,000	-	1,200,000	1,200,000
	Cap Metro Funds	1,200,000	6,700,000	-	6,700,000	7,900,000
TOTAL		**31,176,432**	**10,794,625**	**516,308**	**11,310,933**	**42,487,365**
	DEFICIT	**-**	**-**	**1,686,327**	**1,686,327**	**1,686,327**

CITY OF LEANDER, TEXAS
CAPITAL IMPROVEMENT PROGRAM - BY TYPE AND FUNDING SOURCE
SHORT-RANGE CIP (FY23 - FY24)

STORMWATER SHORT-RANGE CIP		PRIOR to FY23 FUNDING	FUNDING PROGRAMMED FOR FY23	FUNDING PROGRAMMED FOR FY24	SHORT-RANGE FY23 - FY24	TOTAL COST
PROJECT #	PROJECT DESCRIPTION		YEAR 1	YEAR 2	TOTAL	TOTAL
N/A	No proposed projects at this time	-	-	-	-	-
TOTAL		-	-	-	-	-
STORMWATER AVAILABLE FUNDING		PRIOR to FY23 FUNDING	FUNDING PROGRAMMED FOR FY23	FUNDING PROGRAMMED FOR FY24	SHORT-RANGE FY23 - FY24	TOTAL COST
	REVENUE SOURCE		YEAR 1	YEAR 2	TOTAL	TOTAL
		-	-	-	-	-
TOTAL		-	-	-	-	-
	DEFICIT	-	-	-	-	-

WASTEWATER SHORT-RANGE CIP		PRIOR to FY23 FUNDING	FUNDING PROGRAMMED FOR FY23	FUNDING PROGRAMMED FOR FY24	SHORT-RANGE FY23 - FY24	TOTAL COST
PROJECT #	PROJECT DESCRIPTION		YEAR 1	YEAR 2	TOTAL	TOTAL
WW.16	Eagles Way, Mica Lane, Topaz Lane Wastewater Services	1,143,409	-	-	-	1,143,409
WW.17/18	WWTP Sludge Processing and Aeration Improvements - Phase 2	4,052,000	823,000	-	823,000	4,875,000
WW.20	Falcon Oaks WW Collection System	3,680,000	3,480,000	-	3,480,000	7,160,000
WW.25	South Brushy Creek WW Interceptor Improvements	-	500,000	-	500,000	500,000
WW.29	Brushy Creek Regional WWTP Expansion	10,500,000	-	-	-	10,500,000
WW.37	North Brushy Creek Interceptor Improvements - Seg. 2	-	500,000	-	500,000	500,000
WW.38	North Brushy Creek Interceptor Improvements - Seg. 3	-	500,000	-	500,000	500,000
WW.41	North Brushy Creek Interceptor Improvements - Phase 2	-	500,000	-	500,000	500,000
WW.43	RM 2243 WWTP Lift Station	2,400,000	3,035,100	999,100	4,034,200	6,434,200
WW.44	WW Lift Station Rehabilitations	3,480,000	1,724,800	-	1,724,800	5,204,800
WW.46	Reclaimed Water System to Northline	4,295,000	3,500,000	-	3,500,000	7,795,000
WW.47	Study for Sanitary Inflow and Infiltration (I&I)	160,000	-	-	-	160,000
WW.48	Wastewater Master Plan	-	500,000	-	500,000	500,000
WW.49	East Street Utilities	-	200,000	1,300,000	1,500,000	1,500,000
	BCRWWS - Tertiary Filters	-	1,500,000	-	1,500,000	1,500,000
	BCRWWS - Buy-in for Treatment Plant (2nd Amendment)	-	900,000	-	900,000	900,000
	Development Agreements	-	2,000,000	-	2,000,000	2,000,000
TOTAL		**29,710,409**	**19,662,900**	**2,299,100**	**21,962,000**	51,672,409
WASTEWATER AVAILABLE FUNDING		**PRIOR to FY23 FUNDING**	**FUNDING PROGRAMMED FOR FY23**	**FUNDING PROGRAMMED FOR FY24**	**SHORT-RANGE FY23 - FY24**	**TOTAL COST**
	REVENUE SOURCE		**YEAR 1**	**YEAR 2**	**TOTAL**	**TOTAL**
	Transfer In Utility Fund	9,205,409	11,982,900	-	11,982,900	21,188,309
	Wastewater Impact Fees	7,160,000	4,680,000	-	4,680,000	11,840,000
	Utility CO Series 2022	13,345,000	-	-	-	13,345,000
	Williamson County ARPA Grant	-	3,500,000	-	3,500,000	3,500,000
TOTAL		**29,710,409**	**20,162,900**	**-**	**20,162,900**	**49,873,309**
	DEBT FINANCED	**-**	**-**	**2,299,100**	**1,799,100**	**1,799,100**

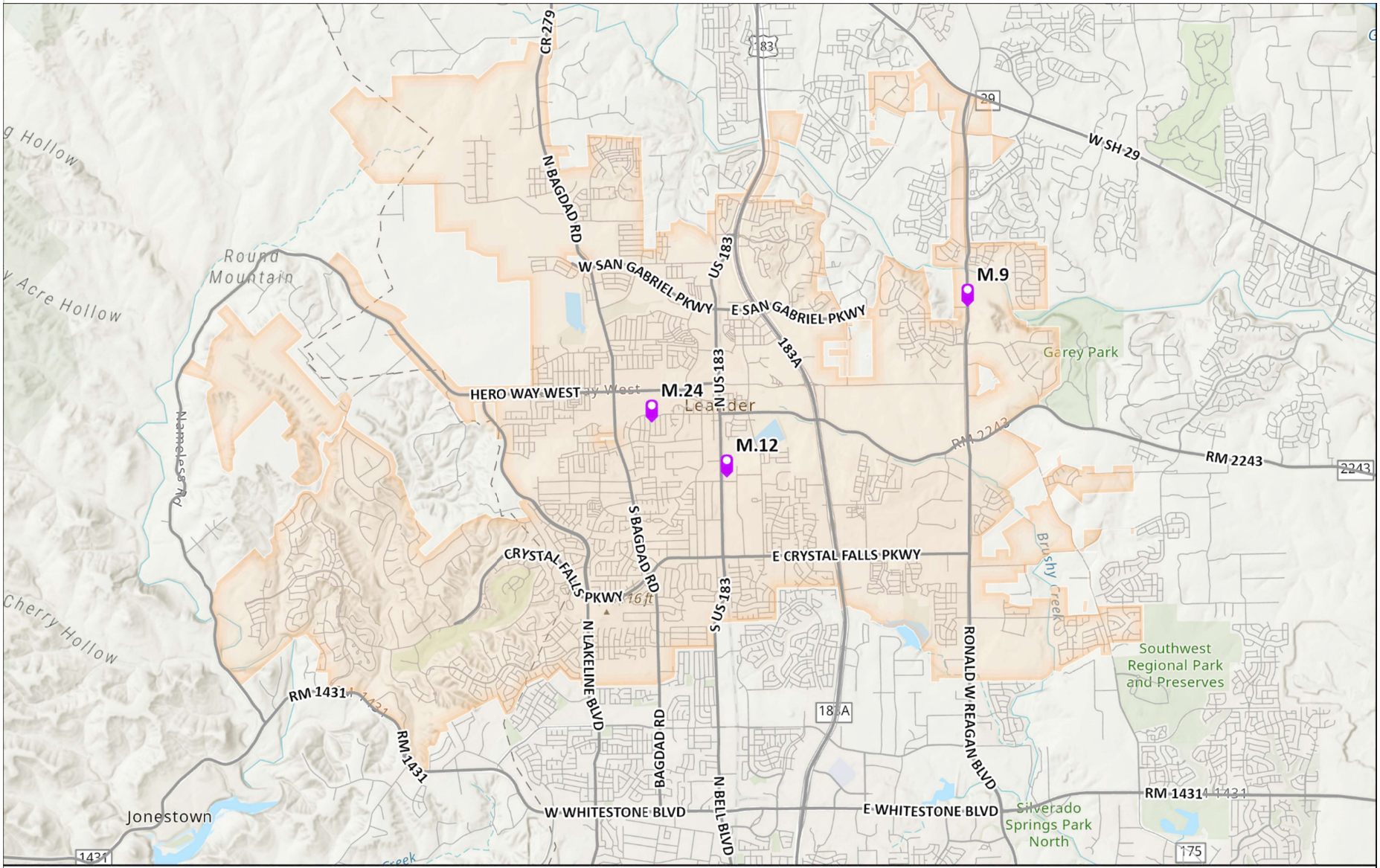
CITY OF LEANDER, TEXAS
CAPITAL IMPROVEMENT PROGRAM - BY TYPE AND FUNDING SOURCE
SHORT-RANGE CIP (FY23 - FY24)

WATER SHORT-RANGE CIP		PRIOR to FY23 FUNDING	FUNDING PROGRAMMED FOR FY23	FUNDING PROGRAMMED FOR FY24	SHORT-RANGE FY23 - FY24	TOTAL COST
PROJECT #	PROJECT DESCRIPTION		YEAR 1	YEAR 2	TOTAL	TOTAL
W.6	Falcon Oaks Water System Improvements	494,000	-	-	-	494,000
W.18	RM 2243 Pipelines - Phase 1	575,000	3,853,500	-	3,853,500	4,428,500
W.22	Downtown Fire Improvements	2,418,000	-	-	-	2,418,000
W.32	BCRUA - Deep Water Intake	48,000,000	40,000,000	40,000,000	80,000,000	128,000,000
W.41	San Gabriel Parkway East - Elevated Storage Tank (EST)	3,915,750	4,048,922	3,000,000	7,048,922	10,964,672
W.42	Water Meter AMR Retrofit & AMI Conversion	510,000	5,000,000	-	5,000,000	5,510,000
W.45	San Gabriel Parkway West - Booster Pump Station and Mains	-	-	500,000	500,000	500,000
W.46	Ronald Reagan Tank and Booster Pump Station - Phase 1	-	7,300,000	-	7,300,000	7,300,000
W.55	Travisso Elevated Storage Tank (EST)	-	3,500,000	4,775,000	8,275,000	8,275,000
W.67	BCRUA Deep Water Intake Offsite Electrical	1,714,000	-	-	-	1,714,000
W.69	Sandy Creek WTP Sludge Processing Improvements	16,450,000	-	-	-	16,450,000
W.72	Lakeline Boulevard Pipeline - Phase 1	400,000	2,725,500	-	2,725,500	3,125,500
W.73	Leander High School Dual Feed with PRV	322,000	-	-	-	322,000
W.74	Bagdad Terminus Pump Station, Ground Storage Tank (GST), and 24-inch Water Line	1,400,000	9,376,500	-	9,376,500	10,776,500
W.75	Water Master Plan	150,000	-	-	-	150,000
	Development Agreements	-	2,000,000	-	2,000,000	2,000,000
	BCRUA - Raw Water Line (raw water intake pipe) - Utility Funds	-	3,000,000	-	3,000,000	3,000,000
	BCRUA - Raw Water Line (raw water intake pipe) - ARPA Funds	-	5,000,000	-	5,000,000	5,000,000
	BCRUA - Design/Construction of 6 MG Clear Well	-	7,000,000	-	7,000,000	7,000,000
TOTAL		**76,348,750**	**92,804,422**	**48,275,000**	**141,079,422**	**217,428,172**

WATER AVAILABLE FUNDING		PRIOR to FY23 FUNDING	FUNDING PROGRAMMED FOR FY23	FUNDING PROGRAMMED FOR FY24	SHORT-RANGE FY23 - FY24	TOTAL COST
	REVENUE SOURCE		YEAR 1	YEAR 2	TOTAL	TOTAL
	Water Impact Fees	8,648,750	39,804,422	-	39,804,422	48,453,172
	Cap Metro Funds	1,500,000	-	-	-	1,500,000
	Utility CO Series 2022	16,450,000	-	-	-	16,450,000
	Transfer In Utility Fund	1,240,000	3,000,000	-	3,000,000	4,240,000
	SWIFT Loan TWDB	48,000,000	40,000,000	40,000,000	80,000,000	128,000,000
	Federal ARPA Grant (City Received - AMI)	-	5,000,000	-	5,000,000	5,000,000
	Federal ARPA Grant (BCRUA)	510,000	5,000,000	-	5,000,000	5,510,000
TOTAL		**76,348,750**	**92,804,422**	**40,000,000**	**132,804,422**	**209,153,172**
	DEBT FINANCED	**-**	**-**	**8,275,000**	**8,275,000**	**8,275,000**

FY23 - FY24
CAPITAL IMPROVEMENTS PROGRAM

MUNICIPAL FACILITIES



CIP Program

Municipal CIP Projects

Leander City Limits

0 1 2 Miles

City of Leander Geographic Information Systems

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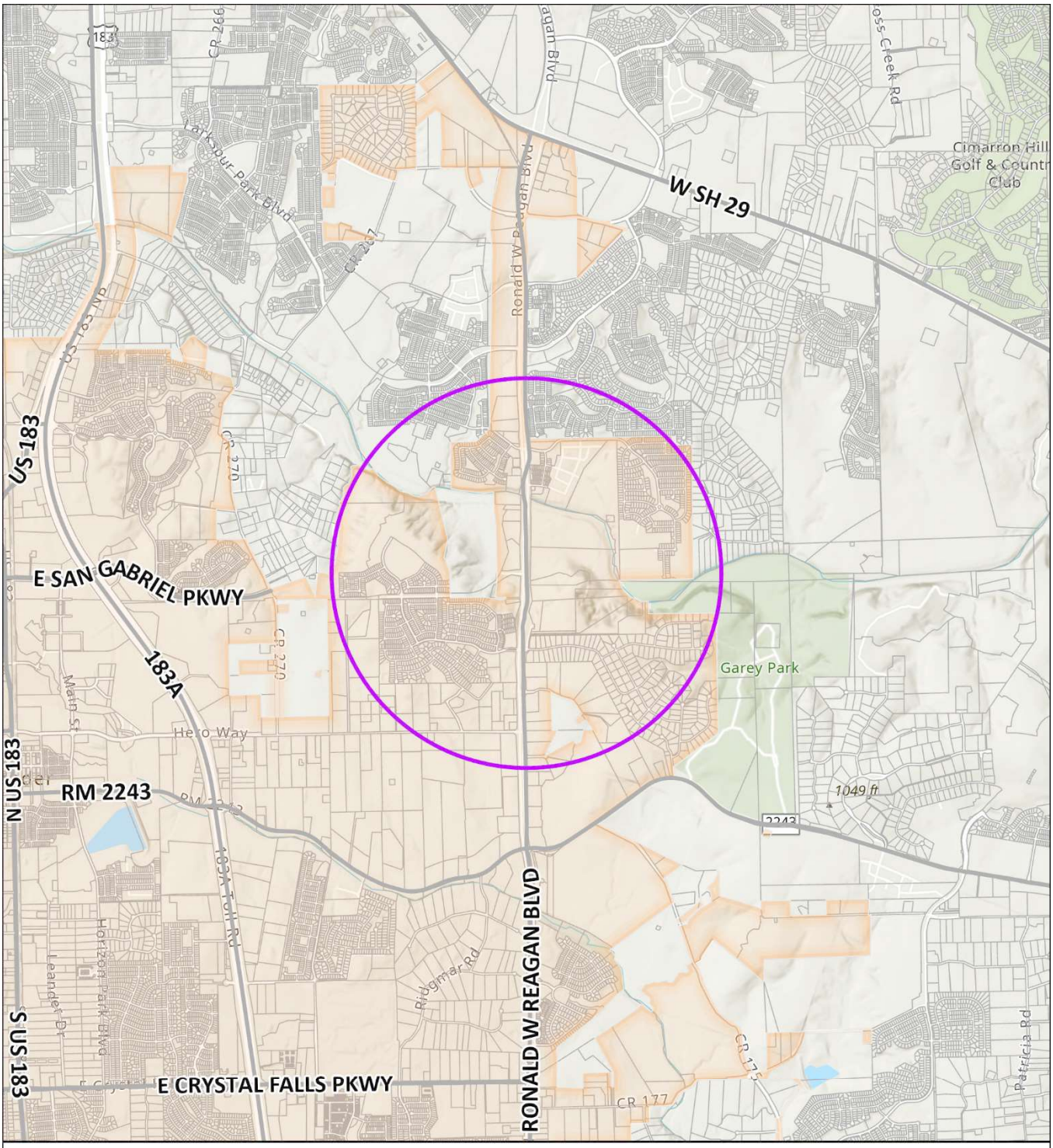

CIP Program

M.9- FS #6

Municipal Projects
- M.9

Leander City Limits
Parcels (WCAD)

0 1,0002,000 Feet

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	M.9
PROJECT TITLE	Fire Station #6
DEPARTMENT(S)	Fire

PROJECT DESCRIPTION:

To construct a fire station located in the northeast section of Leander (covering the corridor of Ronald W. Reagan Boulevard and subdivisions of Palmera Ridge, Palmera Bluff, Reagans Overlook, Bar W Ranch, Valley Vista, Valley Vista East, and other subdivisions to the Northeast along the Ronald W. Reagan Boulevard corridor.

Need to find and procure property for a site, first.

Location	TBD - LAND ACQUISITION REQUIRED
Limits From/To:	

Schedule	**Start**	**End**
Design Phase	TBD	TBD
ROW/Esmt Acq.	TBD	TBD
Construction	TBD	TBD

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

PROJECT NEED/BENEFITS

The Ronald W. Reagan Boulevard corridor is a growing area of the city with more development to come. The new growth in the north section of this corridor is already at the far end of the ISO distance requirements with the covering station also having a growing response area in the southeast portion of the city.

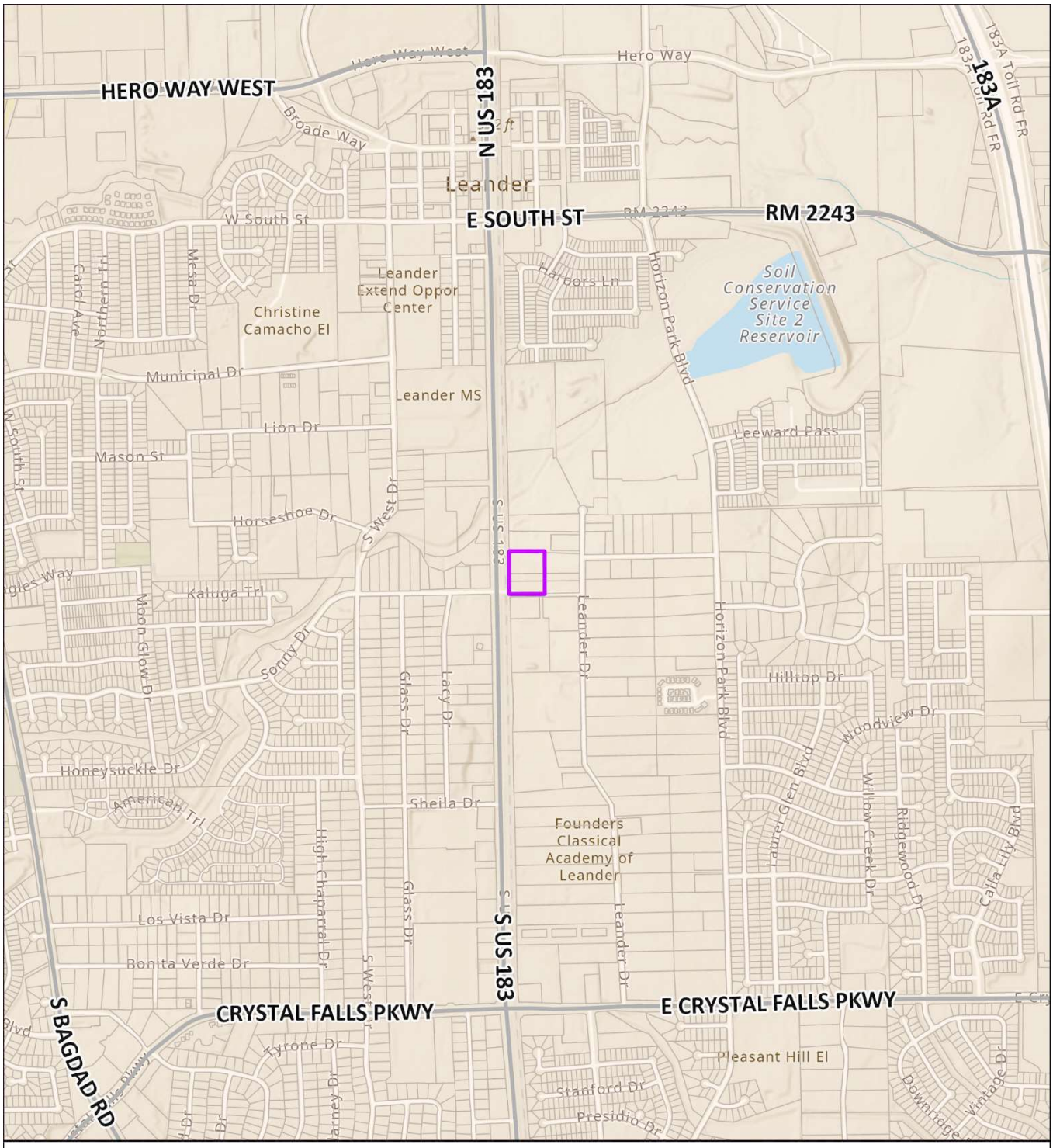
These combined issues will lead to longer response times. This new facility will fill the need for the northeast section of the City as San Gabriel Parkway East extends out, this will give the ability to assist with the northern corridor of US Hwy 183 and Tollway 183A.

This requires finding and acquiring land, first.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other: (land purchase and ROW)	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
Total Estimated Cost	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
40-00-4900	*TRANSFER IN - GENERAL FUND*	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
EXPENDITURE									
40-05-8358	*FIRE STATION #6*	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000

Note: All amounts are shown in current dollars



CIP Program

M.12- Fire Training Building - Field Conversion to Clean LPG

N W E S

0 750 1,500 Feet

Municipal Projects
- M.12

- Leander City Limits
- Parcels (WCAD)

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	M.12
PROJECT TITLE	Fire Training Building - Field Conversion to Clean LPG
DEPARTMENT(S)	Fire

PROJECT DESCRIPTION:

The current burn building on the training field burns Class A fuels (hay / wood). Need to convert building to using cleaner liquid propane gas (LPG) to reduce or eliminate noxious fumes and smoke, increase safety, and allow for quicker training times.

Location	Fire Station #3
Limits From/To:	101 East Sonny Drive

Schedule	**Start**	**End**
Design Phase	FY23	FY23
ROW/Esmt Acq.	NA	NA
Construction	FY23	FY23

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

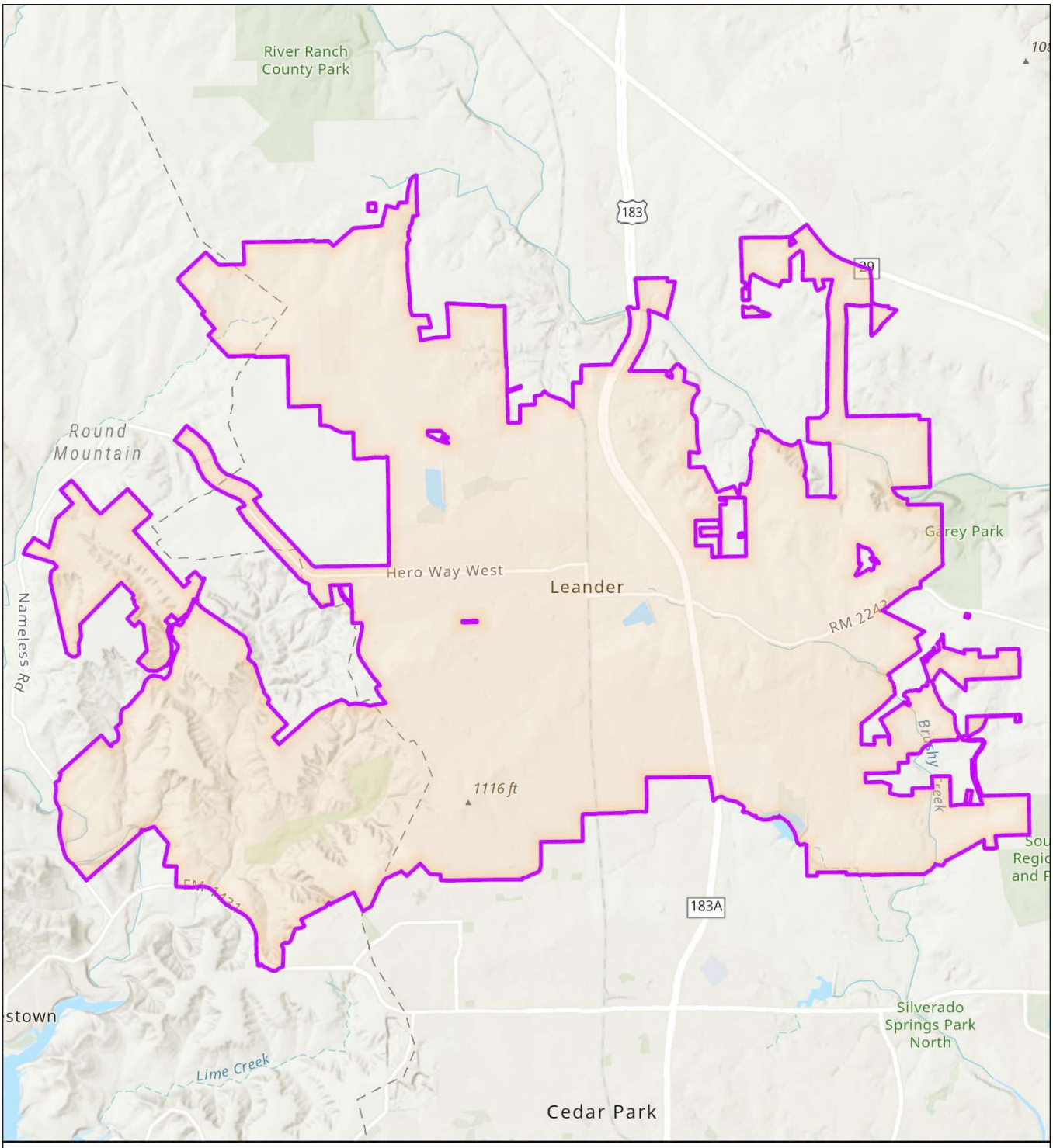
PROJECT NEED/BENEFITS

This project can prevent future issues with developing neighbors where our smoke and odor could be a nuisance to their operation. The reset speed of the building, once converted to LPG, makes it to where lighting the fires and then ending the burn rotation can be controlled manually, versus the normal burning of combustible materials. This allows for instructors to start when ready, and end the burn when accomplished. This also allows the instructors to shut down the burn, as needed, for safety reasons where a traditional fire would still need to be put out.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 50,000
Construction	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 550,000	$ -	$ -	$ -	$ -	$ -	$ 550,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
40-00-4900	*TRANSFER IN - GENERAL FUND*	$ -	$ 550,000	$ -	$ -	$ -	$ -	$ -	$ 550,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 550,000	$ -	$ -	$ -	$ -	$ -	$ 550,000
EXPENDITURE									
40-04-8350	*FIRE ADMIN & TRAINING FACILITY*	$ -	$ 550,000	$ -	$ -	$ -	$ -	$ -	$ 550,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 550,000	$ -	$ -	$ -	$ -	$ -	$ 550,000

Note: All amounts are shown in current dollars



CIP Program

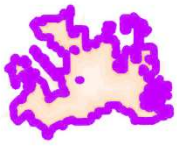
M.24- City Hall - Predesign / Conceptuals

Municipal Projects

M.24 - Location to be determined

Leander City Limits

0 3,000 6,000 Feet



City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	M.24
PROJECT TITLE	City Hall - Predesign / Conceptuals
DEPARTMENT(S)	Development

PROJECT DESCRIPTION:

As the City of Leander continues to grow, the size of staff is becoming far greater than the number of readily available offices. To meet the needs of growth and per the 2021 Comprehensive Facilities Plan, a future City Hall is proposed to be either constructed in a developed mixed-use urban space or in a broader undeveloped green space. The purpose of this project is to assess the different options and provide conceptual layouts and concept designs.

Location	Citywide
Limits From/To:	Within the City Boundaries, but centrally located

Schedule	**Start**	**End**
Design Phase	TBD	TBD
ROW/Esmt Acq.	TBD	TBD
Construction	TBD	TBD

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

PROJECT NEED/BENEFITS

This is a predesign effort to help the City determine which optional path to follow for a new City Hall and related city offices.

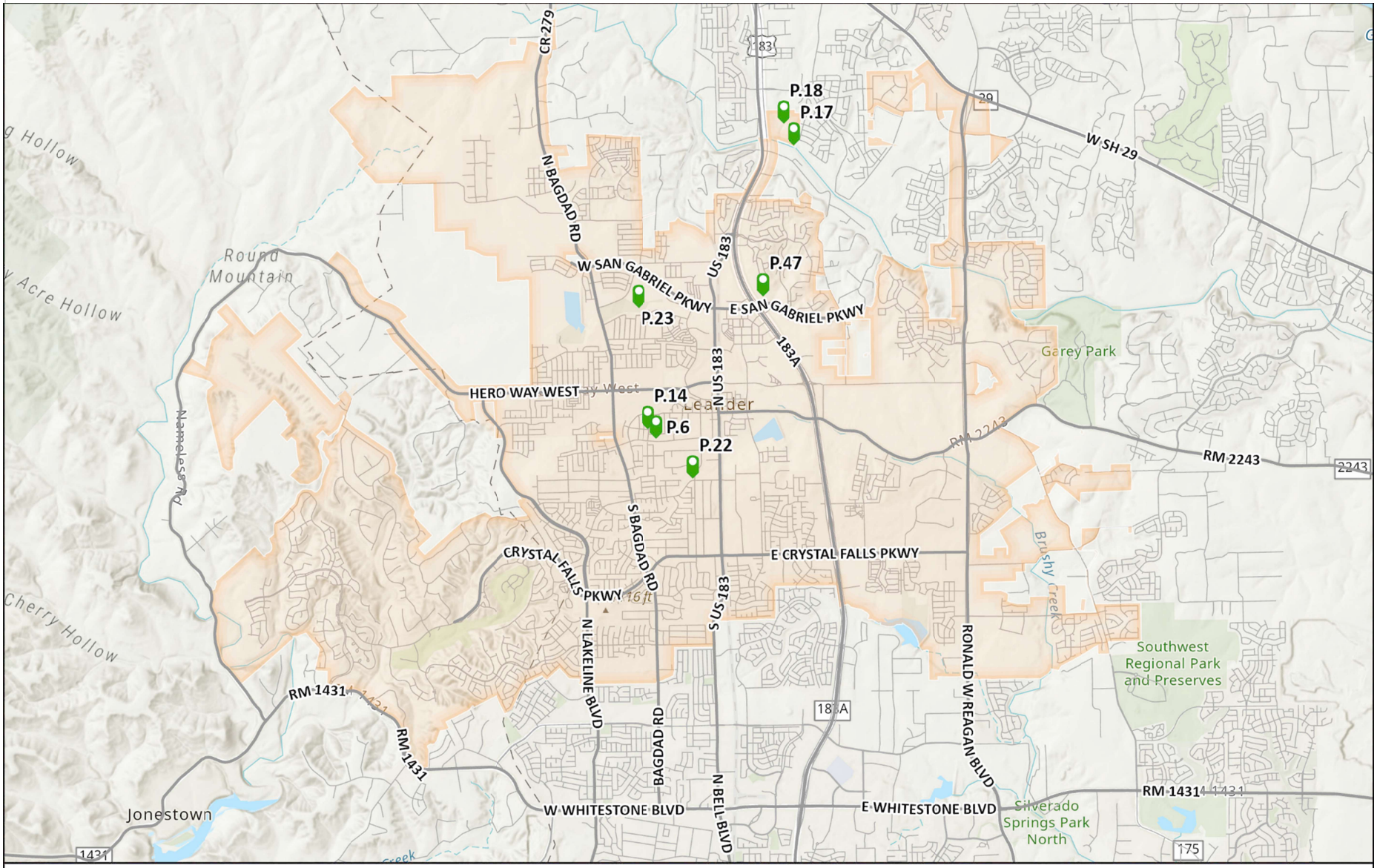
PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000
Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
40-00-4900	*TRANSFER IN - GENERAL FUND*	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000
EXPENDITURE									
40-04-5600	CONTRACT LABOR	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000

Note: All amounts are shown in current dollars

FY23 - FY24
CAPITAL IMPROVEMENTS PROGRAM

PARKS AND RECREATION



CIP Program

Parks CIP Projects

Leander City Limits

0 1 2 Miles

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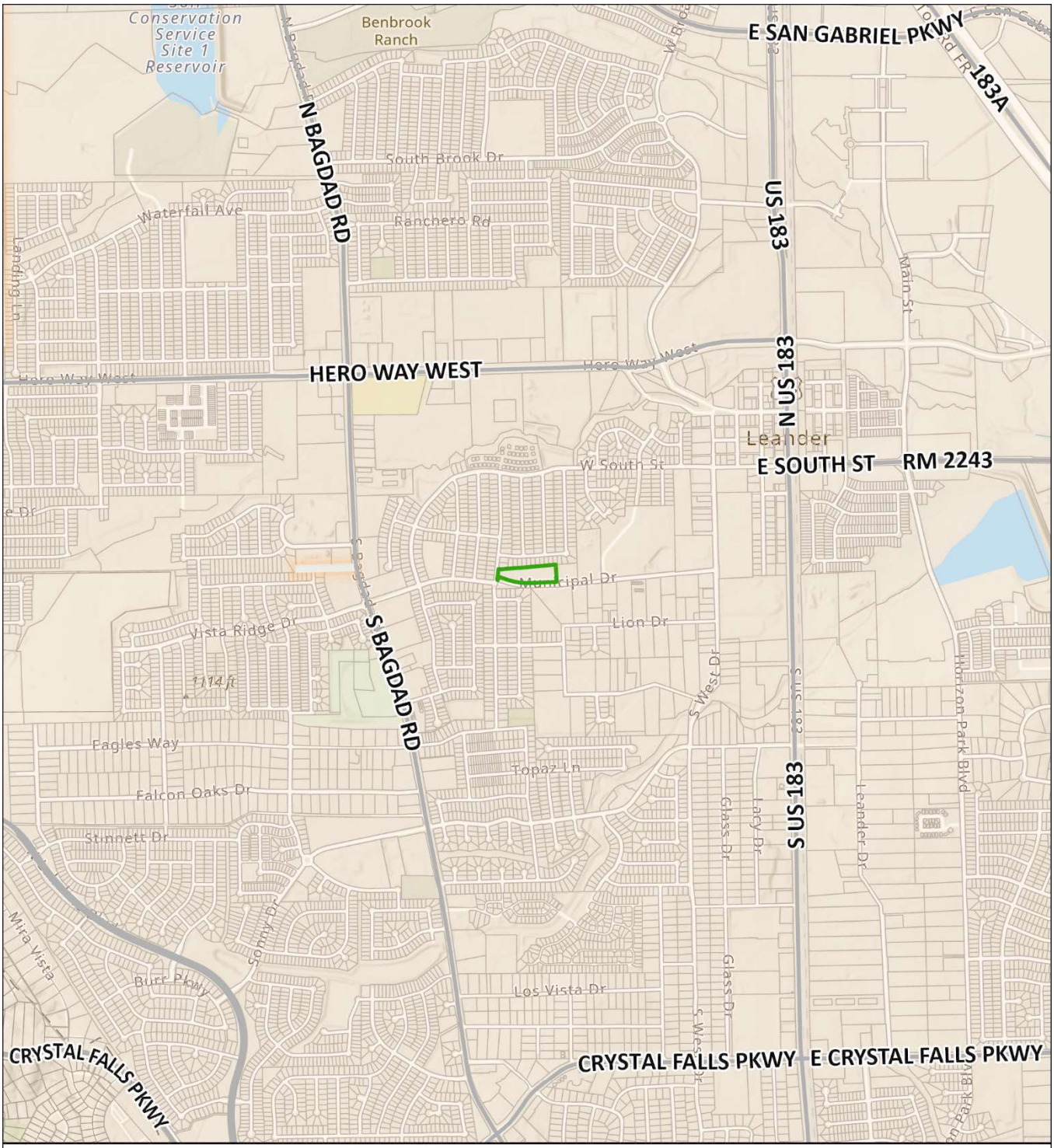
City of Leander Geographic Information Systems



CIP Program

P.6- Senior Activity Center

N
W
E
S

0 1,000 2,000 Feet

Parks Projects

P.6

Leander City Limits

Parcels (WCAD)

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	P.6
PROJECT TITLE	Senior Activity Center
DEPARTMENT(S)	Parks & Recreation

PROJECT DESCRIPTION:

The project involves the construction of the previously designed 11,800 square feet Senior Activity Center on City-owned land adjacent to the Public Works Yard on Municipal Drive. The project will relocate the current facilities from Bagdad Road to the land on Municipal Drive. The building was originally designed at 18,500 square feet, but due to high bids in 2020, the building had been value-engineered to the new 11,800 square feet design. An alternative site north of the city library had been reviewed, but the Municipal Drive site was found to be the more convenient, more centrally located, and more desired location by the Senior community.

Location	709 Municipal Drive
Limits From/To:	Between Public Works facility and Northern Trail

Schedule	**Start**	**End**
Design Phase	FY18	FY23
ROW/Esmt Acq.	FY23	FY23
Construction	FY23	FY24

For Non Utility CIP projects - Check all that apply:

- ☐ Project will also involve the need for NEW City Utility Infrastructure.
- ☑ Project Cost Estimate Below DOES include cost for new utility infrastructure.
- ☐ Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.

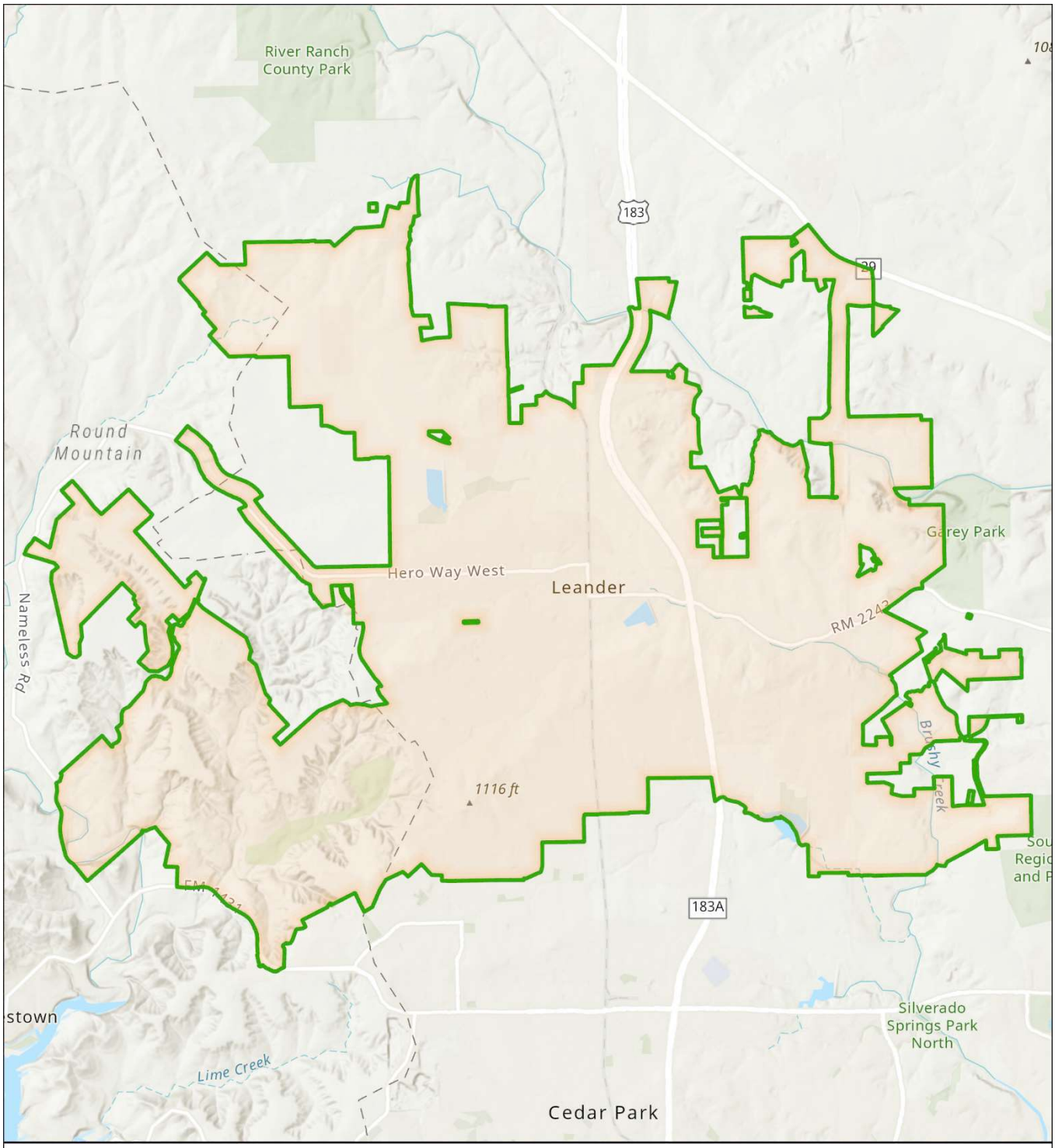
PROJECT NEED/BENEFITS

Provides a much needed location to house services and activities for the Senior community of Leander.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 180,000	$ -	$ -	$ -	$ -	$ -	$ 180,000
Construction	$ -	$ 5,000,000	$ 46,261	$ -	$ -	$ -	$ -	$ 5,046,261
Management	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ -	$ 25,000
Inspection/Testing	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
Contingencies	$ -	$ 648,739	$ -	$ -	$ -	$ -	$ -	$ 648,739
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 5,953,739	$ 46,261	$ -	$ -	$ -	$ -	$ 6,000,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
40-00-4900	*TRANSFER IN - GENERAL FUND*	$ -	$ 1,250,000	$ -	$ -	$ -	$ -	$ -	$ 1,250,000
503-00-4013	*SR CTR GO BONDS SERIES 2016*	$ -	$ 103,739	$ -	$ -	$ -	$ -	$ -	$ 103,739
513-00-4013	*SR CTR GO BONDS SERIES 2018*	$ -	$ 3,850,000	$ -	$ -	$ -	$ -	$ -	$ 3,850,000
75-00-4775	*PARK DEDICATION FEES*	$ -	$ 750,000	$ -	$ -	$ -	$ -	$ -	$ 750,000
Total Revenues		$ -	$ 5,953,739	$ -	$ -	$ -	$ -	$ -	$ 5,953,739
EXPENDITURE									
40-04-8225	*SENIOR CENTER*	$ -	$ 1,250,000	$ -	$ -	$ -	$ -	$ -	$ 1,250,000
503-01-8225	*SENIOR CENTER*	$ -	$ 103,739	$ -	$ -	$ -	$ -	$ -	$ 103,739
513-01-8225	*SENIOR CENTER*	$ -	$ 3,850,000	$ -	$ -	$ -	$ -	$ -	$ 3,850,000
75-23-8225	*SENIOR CENTER*	$ -	$ 750,000	$ -	$ -	$ -	$ -	$ -	$ 750,000
Total Expenditures		$ -	$ 5,953,739	$ -	$ -	$ -	$ -	$ -	$ 5,953,739

Note: All amounts are shown in current dollars



CIP Program

P.14- Recreation Center

0 3,000 6,000
Feet

Parks Projects

P.14 - Location to be determined

Leander City Limits

City of Leander
Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	P.14
PROJECT TITLE	Recreation Center
DEPARTMENT(S)	Parks & Recreation

PROJECT DESCRIPTION:

The project involves the design and construction of a recreation center for the benefit of the citizens. This is to be designed as a unique facility conducive to a variety of health, fitness and athletic endeavors to create a vibrant and healthy community.

This project requires finding and procuring property for a site.

Location	Citywide
Limits From/To:	Within city limits but more centrally located.

Schedule	**Start**	**End**
Design Phase	TBD	TBD
ROW/Esmt Acq.	TBD	TBD
Construction	TBD	TBD

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

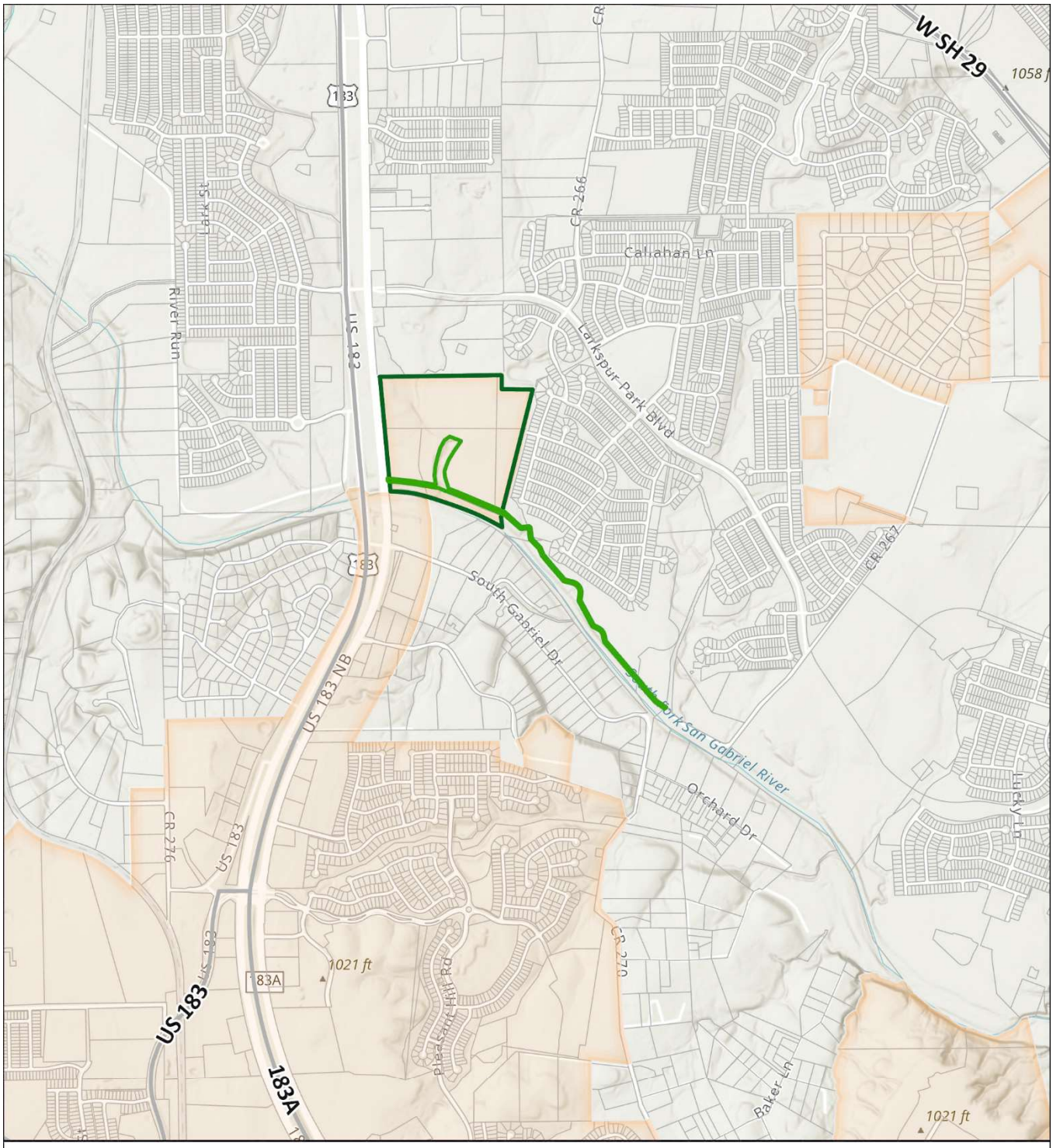
PROJECT NEED/BENEFITS

A community center is the number-one indoor recreation need identified in the City Parks, Recreation & Open Space Master Plan. This is to be designed as a unique facility conducive to a variety of health, fitness and athletic endeavors to create a vibrant and healthy community.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 1,800,000	$ -	$ -	$ -	$ -	$ -	$ 1,800,000
Construction	$ -	$ -	$ 14,273,128	$ -	$ -	$ -	$ -	$ 14,273,128
Management	$ -	$ -	$ 285,463	$ -	$ -	$ -	$ -	$ 285,463
Inspection/Testing	$ -	$ -	$ 214,097	$ -	$ -	$ -	$ -	$ 214,097
Contingencies	$ -	$ -	$ 1,427,313	$ -	$ -	$ -	$ -	$ 1,427,313
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 1,800,000	$ 16,200,000	$ -	$ -	$ -	$ -	$ 18,000,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
504-00-4013	*REC CTR GO BONDS SERIES 2018*	$ -	$ 1,800,000	$ 16,200,000	$ -	$ -	$ -	$ -	$ 18,000,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 1,800,000	$ 16,200,000	$ -	$ -	$ -	$ -	$ 18,000,000
EXPENDITURE									
504-01-8215	*RECREATION CENTER*	$ -	$ 1,800,000	$ 16,200,000	$ -	$ -	$ -	$ -	$ 18,000,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 1,800,000	$ 16,200,000	$ -	$ -	$ -	$ -	$ 18,000,000

Note: All amounts are shown in current dollars



CIP Program

P.17- South San Gabriel River Trail
P.18- South San Gabriel River Park

Parks Projects
- P.17
- P.18

Leander City Limits
Parcels (WCAD)

N W E S

0 1,000 2,000 Feet

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	P.17 / P.18
PROJECT TITLE	South San Gabriel River Trail and Park
DEPARTMENT(S)	Parks & Recreation

PROJECT DESCRIPTION:

The project will require master planning the entire park, preparation of construction plans and the construction of infrastructure, roads, parking, trails, athletic fields, including softball, soccer, and related sports, sports courts, and public use facilities and related support facilities (field houses, concessions, restrooms, utilities, etc.). This includes design and construction of approximately one-mile of an all-weather trail on the north bank of the South San Gabriel River, through the City park property and Caughfield Tract.

Location	North bank of the South San Gabriel River northeast of the Tollway 183A bridge over the South San Gabriel River
Limits From/To:	North bank of the South San Gabriel River northeast of the Tollway 183A bridge over the South San Gabriel River - 77 acres

Schedule	**Start**	**End**
Design Phase	FY22	FY23
ROW/Esmt Acq.	N/A	N/A
Construction	FY24	TBD

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

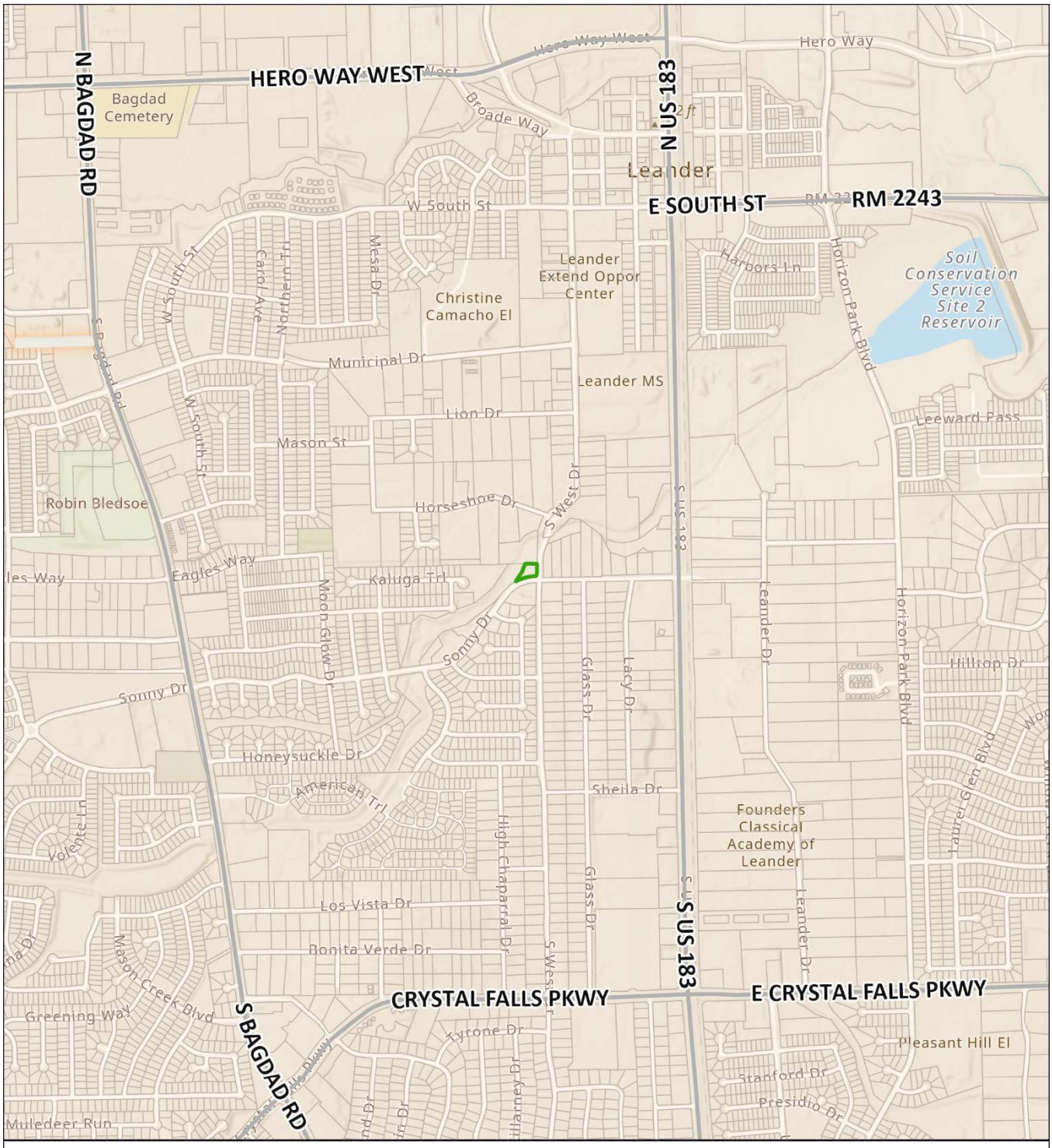
PROJECT NEED/BENEFITS

Youth sports, primarily girls softball, are the #1 need identified in the City Parks, Recreation & Open Space Master Plan. Soccer and other "foot sports" such as field hockey, lacrosse and rugby continue to grow. Currently, the Leander Youth Soccer League utilizes Robin Bledsoe Park for both games and practices but participation increases annually. New fields will facilitate program growth and the City will have the ability to sponsor tournaments and enhance economic development in Leander. Trails are one of the highest ranking outdoor recreation activities identified in the City Parks, Recreation & Open Space Master Plan. This will be part of a regional corridor between Georgetown, Leander, Williamson County, and eventually Liberty Hill.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ 1,660,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,660,000
Construction	$ -	$ -	$ 8,625,000	$ -	$ -	$ -	$ -	$ 8,625,000
Management	$ -	$ -	$ 43,125	$ -	$ -	$ -	$ -	$ 43,125
Inspection/Testing	$ -	$ -	$ 170,875	$ -	$ -	$ -	$ -	$ 170,875
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ -	$ 8,839,000	$ -	$ -	$ -	$ -	$ 8,839,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY26	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
40-00-4900	*TRANSFER IN - GENERAL FUND*	$ -	$ 1,660,000	$ 8,839,000	$ -	$ -	$ -	$ -	$ 10,499,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 1,660,000	$ 8,839,000	$ -	$ -	$ -	$ -	$ 10,499,000
EXPENDITURE									
40-05-8220	*SAN GABRIEL RIVER PARK & TRAIL*	$ -	$ 1,660,000	$ 8,839,000	$ -	$ -	$ -	$ -	$ 10,499,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 1,660,000	$ 8,839,000	$ -	$ -	$ -	$ -	$ 10,499,000

Note: All amounts are shown in current dollars



CIP Program

P.22- Mason Creek Greenway Trailhead

Parks Projects

P.22

Leander City Limits

Parcels (WCAD)

0 750 1,500 Feet

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	P.22
PROJECT TITLE	Mason Creek Greenway Trailhead
DEPARTMENT(S)	Parks & Recreation

PROJECT DESCRIPTION:
Recently purchased property to be used for future trail head parking facility. Need to construct approximately 12-15 vehicle parking spaces including two (2) handicap spaces along with landscaping, signage, kiosk, and possibly water fountains and restroom facilities to complete this site.

Location	Northwest corner of intersection of Sonny Drive and West Drive
Limits From/To:	Northwest corner of intersection of Sonny Drive and West Drive

Schedule	**Start**	**End**
Design Phase	TBD	TBD
ROW/Esmt Acq.	NA	NA
Construction	TBD	TBD

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

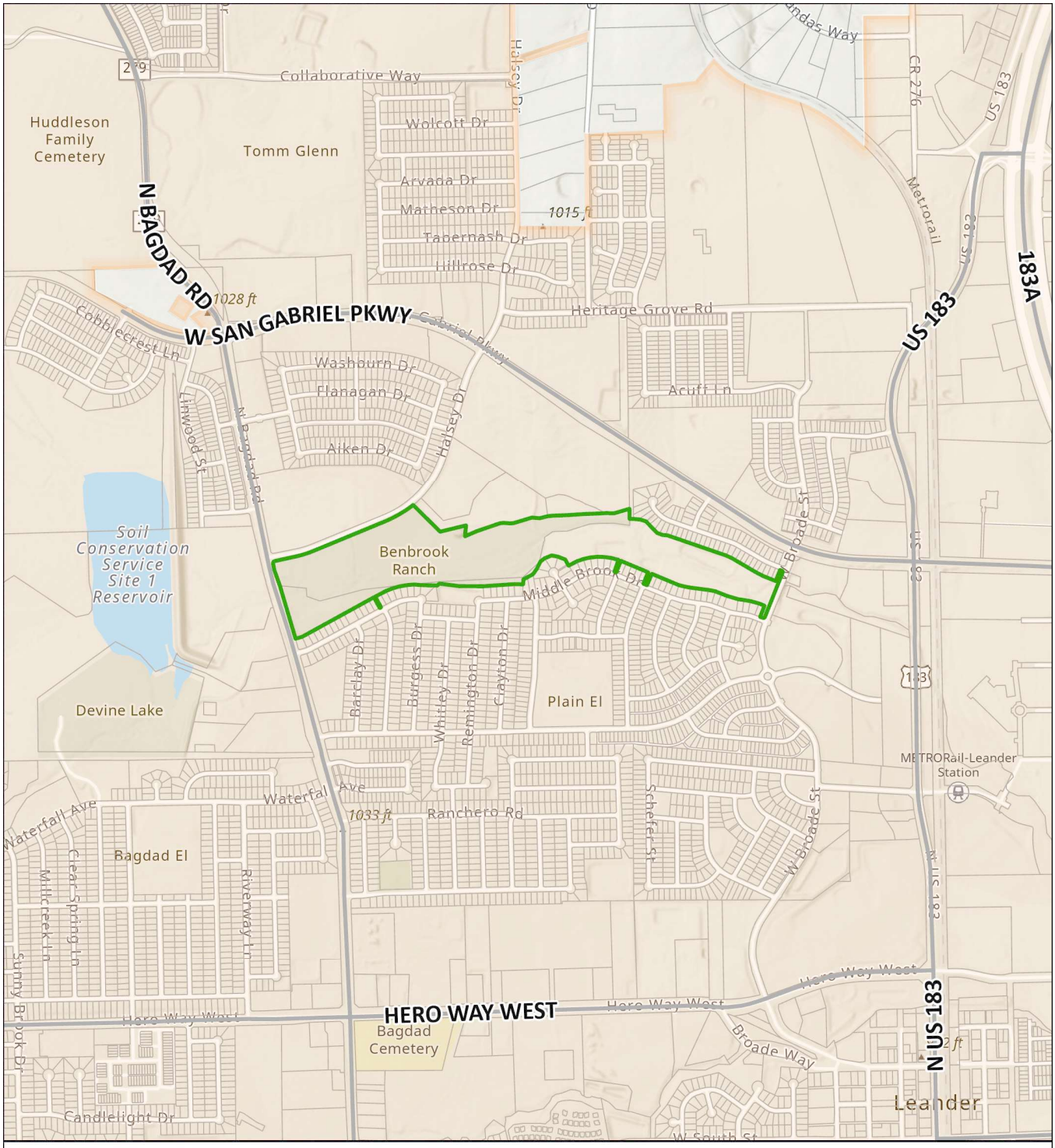
PROJECT NEED/BENEFITS

Need to provide access and parking for citizens to access trail system. The City purchased this property in 2018, in preparation for the Mason Creek Greenway Trailhead. Since this property is strategically located on the northwest corner of West Drive and Sonny Drive, it makes for an ideal spot for a small trailhead. This trailhead is crucial to the overall trail system as it provides access to those who do not reside adjacent to the trail for health and recreation benefits.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000
Construction	$ -	$ -	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000
Management	$ -	$ -	$ 12,500	$ -	$ -	$ -	$ -	$ 12,500
Inspection/Testing	$ -	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ 5,000
Contingencies	$ -	$ -	$ 37,500	$ -	$ -	$ -	$ -	$ 37,500
Other	$ -	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ 5,000
Total Estimated Cost	$ -	$ -	$ 340,000	$ -	$ -	$ -	$ -	$ 340,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE								
Account No. **Fund**								
TBD *TBD*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EXPENDITURE								
TBD *TBD*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Note: All amounts are shown in current dollars



CIP Program

P.23- Concrete North Brushy Creek Trail (Benbrook Park)

Parks Projects

P.23

Leander City Limits

Parcels (WCAD)

0 750 1,500 Feet

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	P.23
PROJECT TITLE	Concrete North Brushy Creek Trail (Benbrook Park)
DEPARTMENT(S)	Parks and Recreation

PROJECT DESCRIPTION:

Replace the existing decomposed granite trail with concrete at the existing North Brushy Creek Trail in Benbrook Ranch Park.

Location	North Brushy Creek Trail (Benbrook Park)
Limits From/To:	North Brushy Creek Trail (Benbrook Park)

Schedule	**Start**	**End**
Design Phase	TBD	TBD
ROW/Esmt Acq.	NA	NA
Construction	TBD	TBD

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

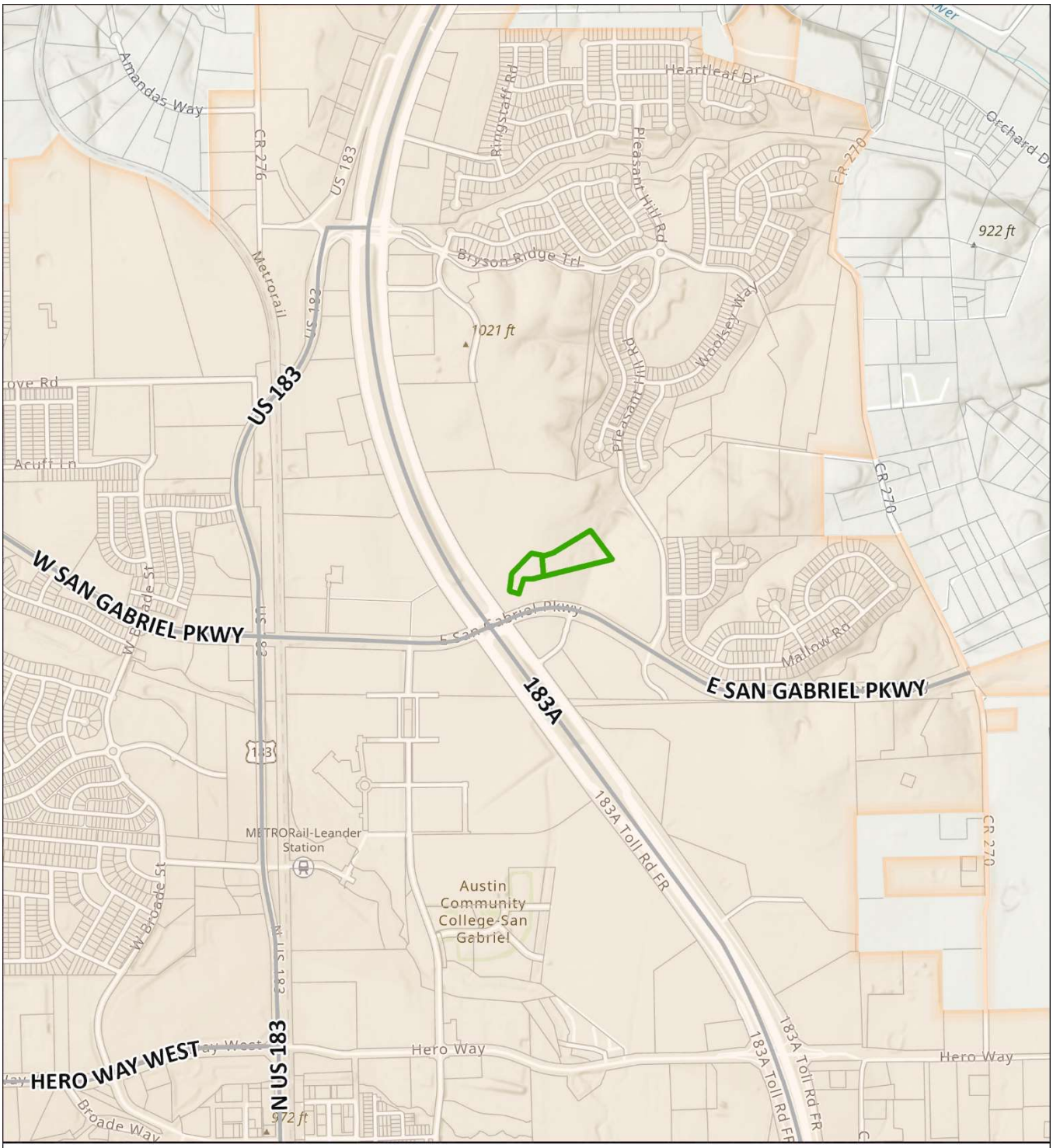
PROJECT NEED/BENEFITS

The current trail consists of decomposed granite surface and is often subject to water washout and additional maintenance. To connect the end of the Oak Creek trail to the new sidewalk along Bagdad Road and ultimately to Devine Lake is critical for the trail system.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ -	$ 25,500	$ -	$ -	$ -	$ -	$ 25,500
Construction	$ -	$ -	$ 198,000	$ -	$ -	$ -	$ -	$ 198,000
Management	$ -	$ -	$ 5,940	$ -	$ -	$ -	$ -	$ 5,940
Inspection/Testing	$ -	$ -	$ 13,860	$ -	$ -	$ -	$ -	$ 13,860
Contingencies	$ -	$ -	$ 29,700	$ -	$ -	$ -	$ -	$ 29,700
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ -	$ 273,000	$ -	$ -	$ -	$ -	$ 273,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE								
Account No. **Fund**								
TBD *TBD*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EXPENDITURE								
TBD *TBD*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Note: All amounts are shown in current dollars



CIP Program

P.47- Bryson Farmstead

Parks Projects

P.47

Leander City Limits

Parcels (WCAD)

0 750 1,500 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	P.47
PROJECT TITLE	Bryson Farmstead
DEPARTMENT(S)	Parks & Recreation

PROJECT DESCRIPTION:

The project includes finalizing reasearch and creating a preservation plan to implement the restoration and preservation of an existing Texas Register of historic places pioneer home. The project will also seek to implement an economically sustainable solution for an adaptive reuse of the farmstead while protecting the cultural resource of the existing pioneer home.

In process of completing Phase 1 Preservation Plan, Repurposing Plan, and Concepts.

Location	Northeast corner of intersection of San Gabriel Parkway and Tollway 183A
Limits From/To:	Six (6) acres in the Bryson Farmstead

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	NA	NA
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

PROJECT NEED/BENEFITS

To comply with the 2008 MOA (Memorandum of Agreement) obligation with Texas Department of Transporation (TxDOT), Central Texas Regional Mobility Authority (CTRMA), and the Federal Highway Administration (FHWA). Under the 2008 MOA, the City received two (2) established acres with the farmhouse, barns, and associated structures, an additional four (4) acres of pasture, for the combined six (6) acre tract of the farmstead, and $1,000,000 from CTRMA to develop adaptive use options, conduct studies for the preservation plan for structural rehabiliation of the historic buildings, and carry out the tasks as identified in the approved preservation plan.

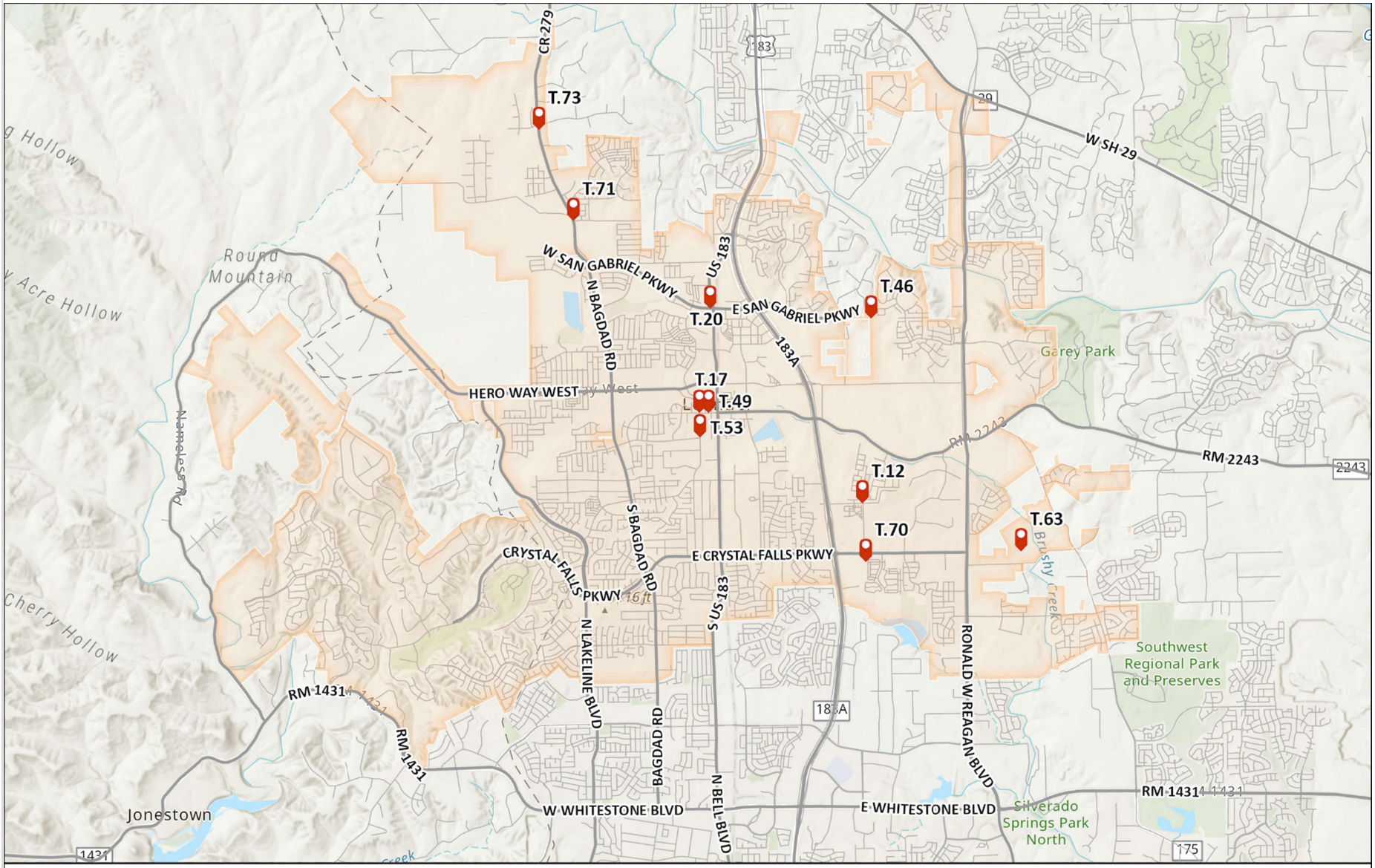
PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ 385,161	$ 87,450	$ -	$ -	$ -	$ -	$ -	$ 472,611
Construction	$ -	$ 795,000	$ 25,000	$ -	$ -	$ -	$ -	$ 820,000
Management	$ -	$ 3,950	$ -	$ -	$ -	$ -	$ -	$ 3,950
Inspection/Testing	$ -	$ 7,950	$ -	$ -	$ -	$ -	$ -	$ 7,950
Contingencies	$ -	$ 30,650	$ -	$ -	$ -	$ -	$ -	$ 30,650
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ 385,161	$ 925,000	$ 25,000	$ -	$ -	$ -	$ -	$ 1,335,161
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
03-00-4020	*CTRMA / BRYSON MOU*	$ -	$ 925,000	$ -	$ -	$ -	$ -	$ -	$ 925,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 925,000	$ -	$ -	$ -	$ -	$ -	$ 925,000
EXPENDITURE									
03-01-5600	*CONTRACT LABOR*	$ -	$ 925,000	$ -	$ -	$ -	$ -	$ -	$ 925,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 925,000	$ -	$ -	$ -	$ -	$ -	$ 925,000

Note: All amounts are shown in current dollars

FY23 - FY24
CAPITAL IMPROVEMENTS PROGRAM

TRANSPORTATION



CIP Program

Transportation CIP Projects

Leander City Limits

0 1 2 Miles

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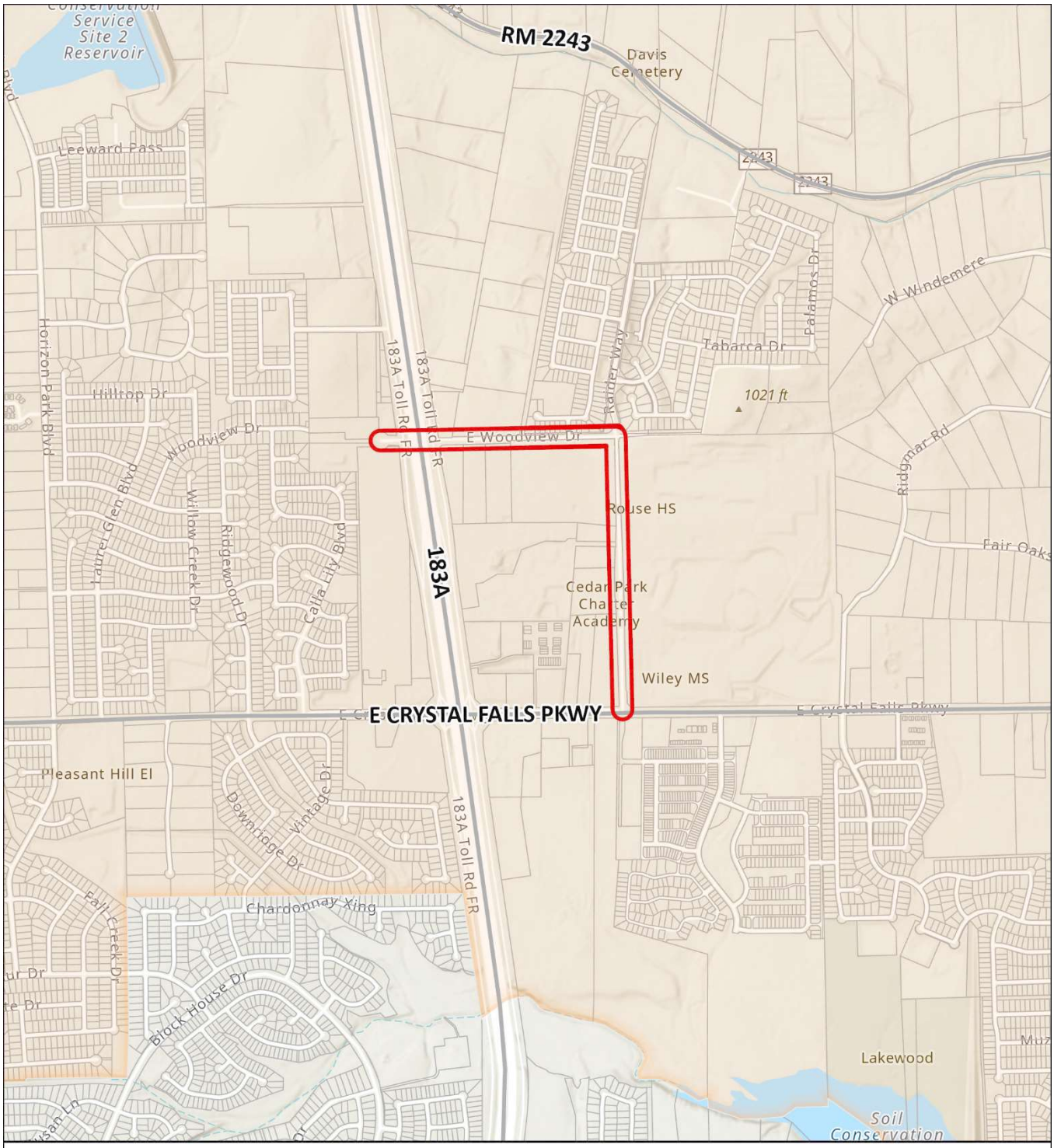
City of Leander Geographic Information Systems



CIP Program

T.12- Raider Way & East Woodview Drive Roadway Improvements

0 750 1,500 Feet

Transportation Projects
- T.12

Leander City Limits

Parcels (WCAD)

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.12
PROJECT TITLE	Raider Way & East Woodview Drive Roadway Improvements
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Both Raider Way and East Woodview Drive will be widened and improved to a three (3) lane roadway, with center lanes and/or traffic islands, and with curb, gutter, storm sewers, street lighting, water quality facilities, detention facilities, 6 feet wide sidewalks, 8 feet wide dual-use sidewalks, and controlled crosswalks. The project includes a new traffic signal at Crystal Falls Parkway and Raider Way and a roundabout at Raider Way and Woodview Drive. Significant land acquisitions for public utility easements (PUE), public access easements (PAE), and additional right-of-ways (ROW) are required. Relocation of existing 16-inch, 12-inch and 8-inch water lines will be needed. Also includes the extension of approximately 1,000 feet of 12-inch water line from the existing 8-inch water line in Woodview Drive on the east side of Tollway 183A through an existing bored encasement under Tollway 183A to the 12-inch water line in the cul de sac of West Woodview Drive on the west side of Tollway 183A.

Project has been updated to Atlas 14 requirements. This has impacted cost and time of project.

Location	Raider Way and East Woodview Drive
Limits From/To:	From Crystal Falls Parkway, northward to Woodview Drive and east to Tollway 183A

Schedule	**Start**	**End**
Design Phase	FY17	FY23
ROW/Esmt Acq.	FY18	FY22
Construction	FY23	FY25

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

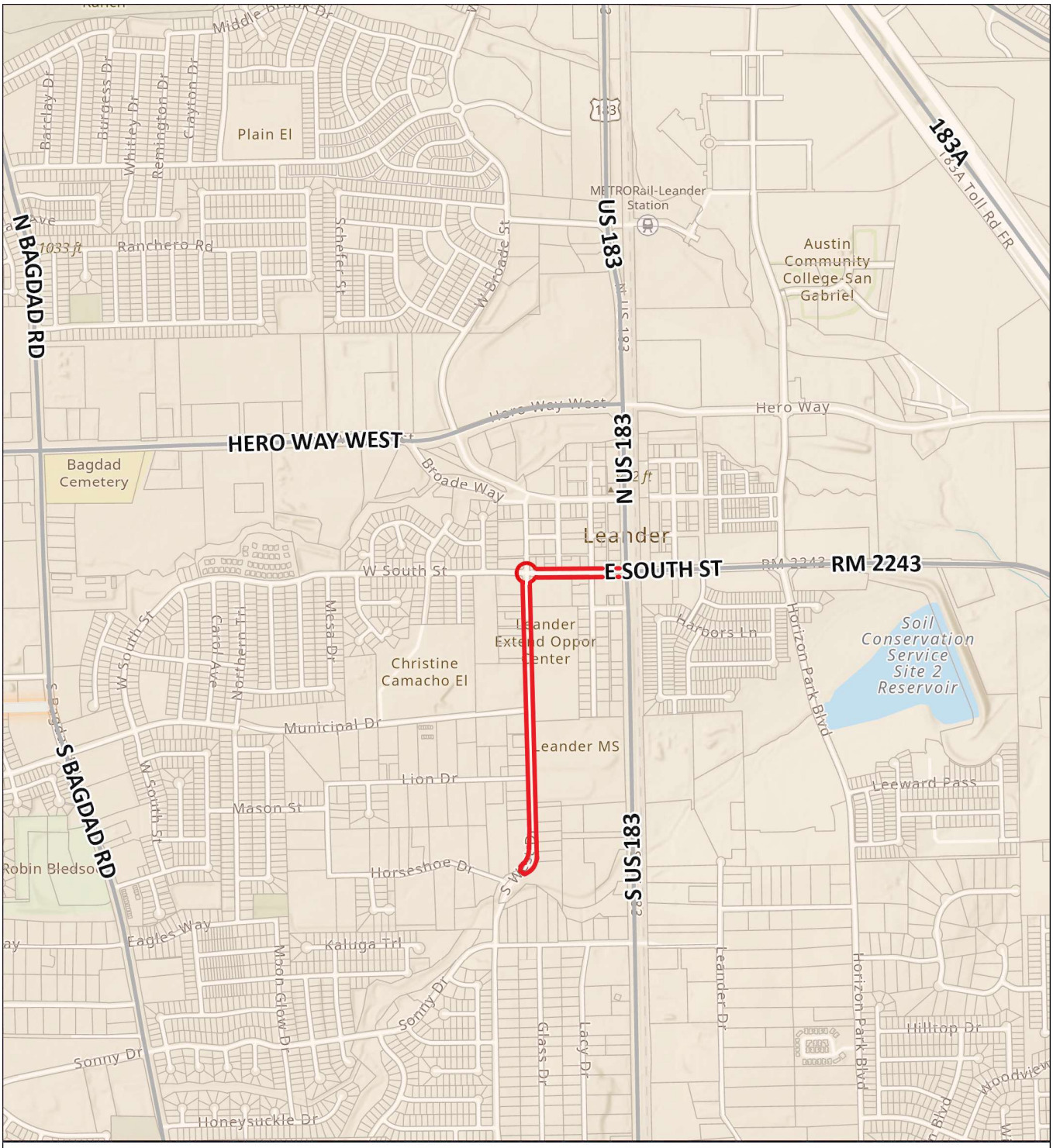
PROJECT NEED/BENEFITS

This project will eliminate the traffic issue currently experienced during morning arrivals and afternoon departures at Wiley Middle School and Rouse High School and related after hours events.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY26	Future	Total
Design Phase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction	$ 7,000,000	$ 1,500,000	$ 602,635	$ -	$ -	$ -	$ -	$ 9,102,635
Management	$ 35,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,000
Inspection/Testing	$ 105,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 105,000
Contingencies	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000
Other - ROW Acquisition	$ 26,365	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,365
Total Estimated Cost	$ 7,666,365	$ 1,500,000	$ 602,635	$ -	$ -	$ -	$ -	$ 9,769,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY26	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
12-00-4486	*SUBSTANDARD STREET IMPROVEMENT*	$ -	$ 6,310	$ -	$ -	$ -	$ -	$ -	$ 6,310
511-00-4013	*TRN GO BONDS SERIES 2018*	$ -	$ 7,660,055	$ 516,308	$ -	$ -	$ -	$ -	$ 8,176,363
25-00-4085	*WATER IMPACT FEES*	$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	$ 1,500,000
Total Revenues		$ -	$ 9,166,365	$ 516,308	$ -	$ -	$ -	$ -	$ 9,682,673
EXPENDITURE									
12-02-8391	*RAIDER WAY/WOODVIEW*	$ -	$ 6,310	$ -	$ -	$ -	$ -	$ -	$ 6,310
511-01-8391	*RAIDER WAY/WOODVIEW*	$ -	$ 7,660,055	$ 516,308	$ -	$ -	$ -	$ -	$ 8,176,363
25-31-8652	*WOODVIEW DR. 12 WL"*	$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	$ 1,500,000
Total Expenditures		$ -	$ 9,166,365	$ 516,308	$ -	$ -	$ -	$ -	$ 9,682,673

Note: All amounts are shown in current dollars



CIP Program

T.17- Intersection Improvements for South Street and West Drive
T.49- South Street Improvements
T.53- West Drive Improvements

Transportation Projects

T.17/T.49/T.53

Leander City Limits

Parcels (WCAD)

N W E S

0 750 1,500 Feet

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.17 / T.49 / T.53
PROJECT TITLE	Improvements to South Street and West Drive
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Includes the widening and improvement of the existing streets into a three (3) lane undivided collector, with curb, gutter, and sidewalk. Project will also include improvements and realignment to the intersection between the two (2) streets and at US Hwy 183, including improved traffic signals, and adding an 8-inch water line along South Street. The project will copy elements of North Brushy Street to provide for a more beautiful Old Town area.

Location	Old Town area
Limits From/To:	Between West Drive and US Hwy 183

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	FY23	FY23
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

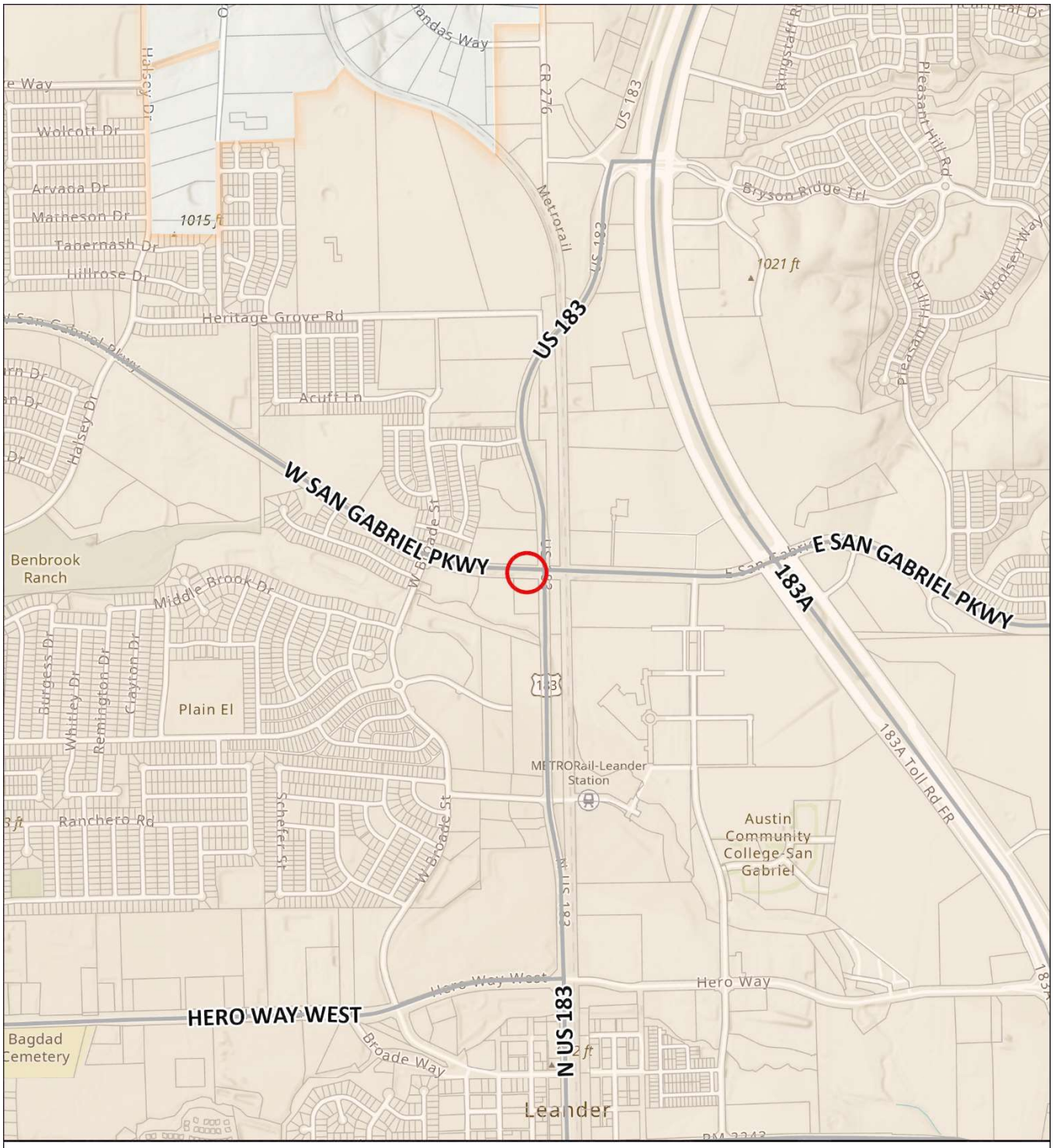
PROJECT NEED/BENEFITS

This is to alleviate traffic congestion and provide for greater safety. Part of the effort to beautify the Old Town area.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ 600,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 600,000
Construction	$ -	$ 6,500,000	$ -	$ -	$ -	$ -	$ -	$ 6,500,000
Management	$ -	$ 65,000	$ -	$ -	$ -	$ -	$ -	$ 65,000
Inspection/Testing	$ -	$ 130,000	$ -	$ -	$ -	$ -	$ -	$ 130,000
Contingencies	$ -	$ 325,000	$ -	$ -	$ -	$ -	$ -	$ 325,000
Other (ROW)	$ -	$ 180,000	$ -	$ -	$ -	$ -	$ -	$ 180,000
Total Estimated Cost	$ 600,000	$ 7,200,000	$ -	$ -	$ -	$ -	$ -	$ 7,800,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
12-00-4062	*TIA FEE IN LIEU*	$ -	$ 1,200,000	$ -	$ -	$ -	$ -	$ -	$ 1,200,000
60-00-4411	*CAP METRO TRANSIT FUND*	$ -	$ 5,004,071	$ -	$ -	$ -	$ -	$ -	$ 5,004,071
60-00-4424	*CAP METRO BUILD CTX FUND*	$ -	$ 1,295,930	$ -	$ -	$ -	$ -	$ -	$ 1,295,930
Total Revenues		$ -	$ 7,500,001	$ -	$ -	$ -	$ -	$ -	$ 7,500,001
EXPENDITURE									
12-01-8383	*W. SOUTH / S. WEST INTERSECTION*	$ -	$ 1,200,000	$ -	$ -	$ -	$ -	$ -	$ 1,200,000
60-02-8002	*SOUTH STREET IMPROVEMENTS*	$ -	$ 1,826,883	$ -	$ -	$ -	$ -	$ -	$ 1,826,883
60-02-8003	*WEST DRIVE IMPROVEMENTS*	$ -	$ 3,177,188	$ -	$ -	$ -	$ -	$ -	$ 3,177,188
60-03-8002	*SOUTH STREET IMPROVEMENTS*	$ -	$ 473,118	$ -	$ -	$ -	$ -	$ -	$ 473,118
60-03-8003	*WEST DRIVE IMPROVEMENTS*	$ -	$ 822,812	$ -	$ -	$ -	$ -	$ -	$ 822,812
Total Expenditures		$ -	$ 7,500,001	$ -	$ -	$ -	$ -	$ -	$ 7,500,001

Note: All amounts are shown in current dollars



CIP Program

T.20- San Gabriel Parkway Right Turn at US Hwy 183

N
W E
S

0 750 1,500
Feet

Transportation Projects
T.20

Leander City Limits
Parcels (WCAD)

City of Leander
Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.20
PROJECT TITLE	San Gabriel Parkway Right Turn at US Hwy 183
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Intersection improvements for traffic traveling eastbound on San Gabriel Parkway at US Hwy 183. May include a dedicated right turn lane. Improve traffic circulation and ease congestion at this intersection.

Location	West side of intersection of San Gabriel Parkway and US Hwy 183
Limits From/To:	West side of intersection of San Gabriel Parkway and US Hwy 183

Schedule	**Start**	**End**
Design Phase	FY22	FY22
ROW/Esmt Acq.	FY23	FY23
Construction	FY23	FY24

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

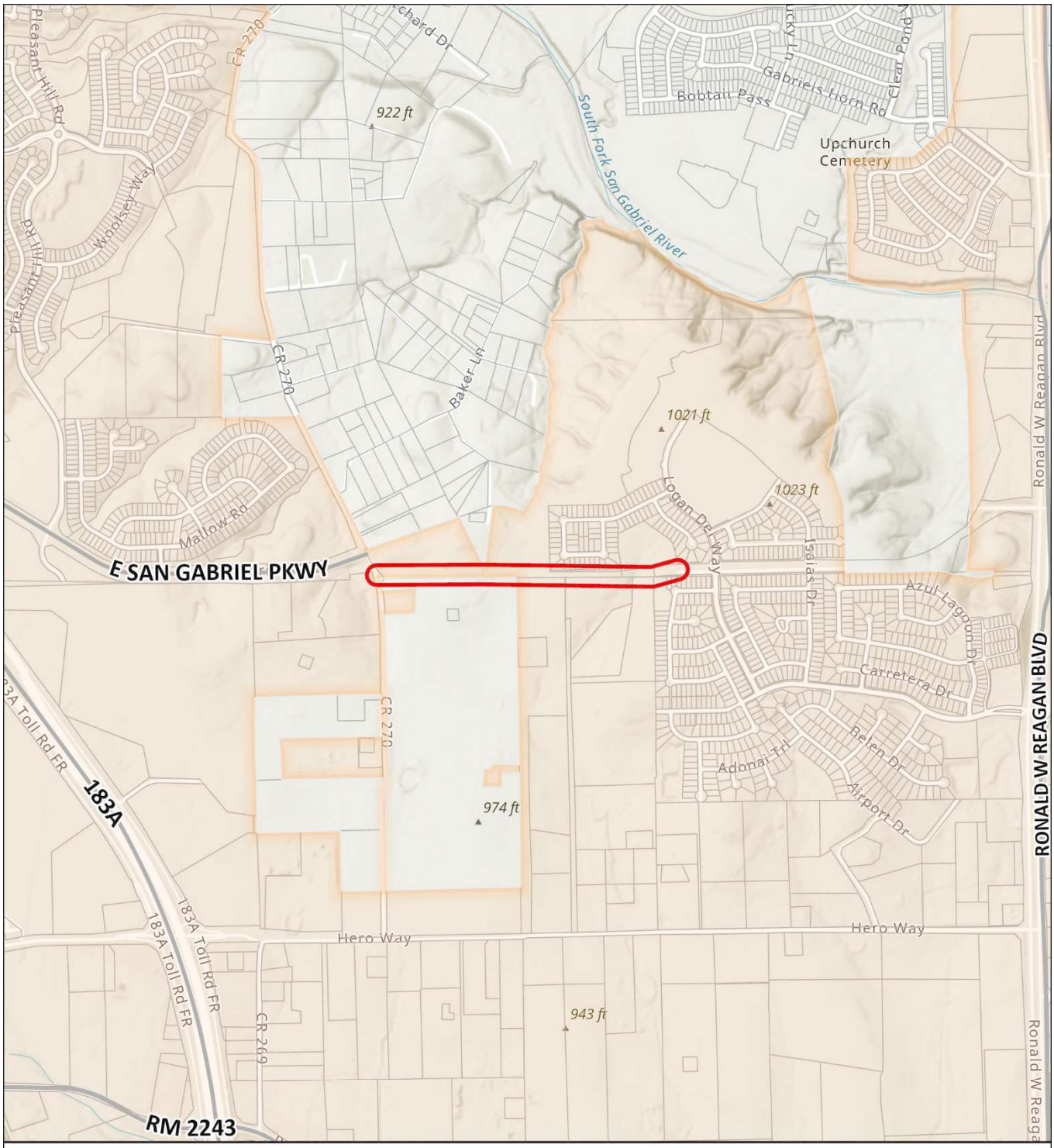
PROJECT NEED/BENEFITS

Ease traffic congestion and promote better intersection access for emergency vehicles.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000
Construction	$ -	$ 600,000	$ -	$ -	$ -	$ -	$ -	$ 600,000
Management	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -	$ 6,000
Inspection/Testing	$ -	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ 15,000
Contingencies	$ -	$ 79,000	$ -	$ -	$ -	$ -	$ -	$ 79,000
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ 100,000	$ 700,000	$ -	$ -	$ -	$ -	$ -	$ 800,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
60-00-4411	*CAP METRO TRANSIT FUND*	$ -	$ 635,438	$ -	$ -	$ -	$ -	$ -	$ 635,438
60-00-4424	*CAP METRO BUILD CTX FUND*	$ -	$ 164,562	$ -	$ -	$ -	$ -	$ -	$ 164,562
Total Revenues		$ -	$ 800,000	$ -	$ -	$ -	$ -	$ -	$ 800,000
EXPENDITURE									
60-02-8042	*SAN GABRIEL PKWY R-TURN 183*	$ -	$ 635,438	$ -	$ -	$ -	$ -	$ -	$ 635,438
60-03-8042	*SAN GABRIEL PKWY R-TURN 183*	$ -	$ 164,562	$ -	$ -	$ -	$ -	$ -	$ 164,562
Total Expenditures		$ -	$ 800,000	$ -	$ -	$ -	$ -	$ -	$ 800,000

Note: All amounts are shown in current dollars



CIP Program

T.46- San Gabriel Parkway - Phase 3

Transportation Projects
- T.46

Leander City Limits
Parcels (WCAD)

N W E S

0 750 1,500 Feet

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.46
PROJECT TITLE	San Gabriel Parkway - Phase 3
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

This project adds two (2) lanes of the planned four (4) lane section for San Gabriel Parkway beginning at County Road 270 and extending to the western end of the recently completed Phase 1 four (4) lane section of San Gabriel Parkway that extends across the common boundary of Palmera Bluff and Palmera Ridge. The intersection at County Road 270 will be an offset intersection, with a possible roundabout or traffic signal added. Project is divided into 3A and 3B. 3A extends the length of Palmera Bluff Section 9 to Phase 1, and construction cost of two (2) lanes will be split 50/50 with the Palmera Bluff developer. Phase 3B extends from County Road 270 to the west edge of Phase 3A. The project starts with procuring the ROW and designing the road.

Location	San Gabriel Parkway East
Limits From/To:	County Road 270 to west end of San Gabriel Parkway Phase 1, just west of Logan Del Way roundabout

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	FY23	FY23
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

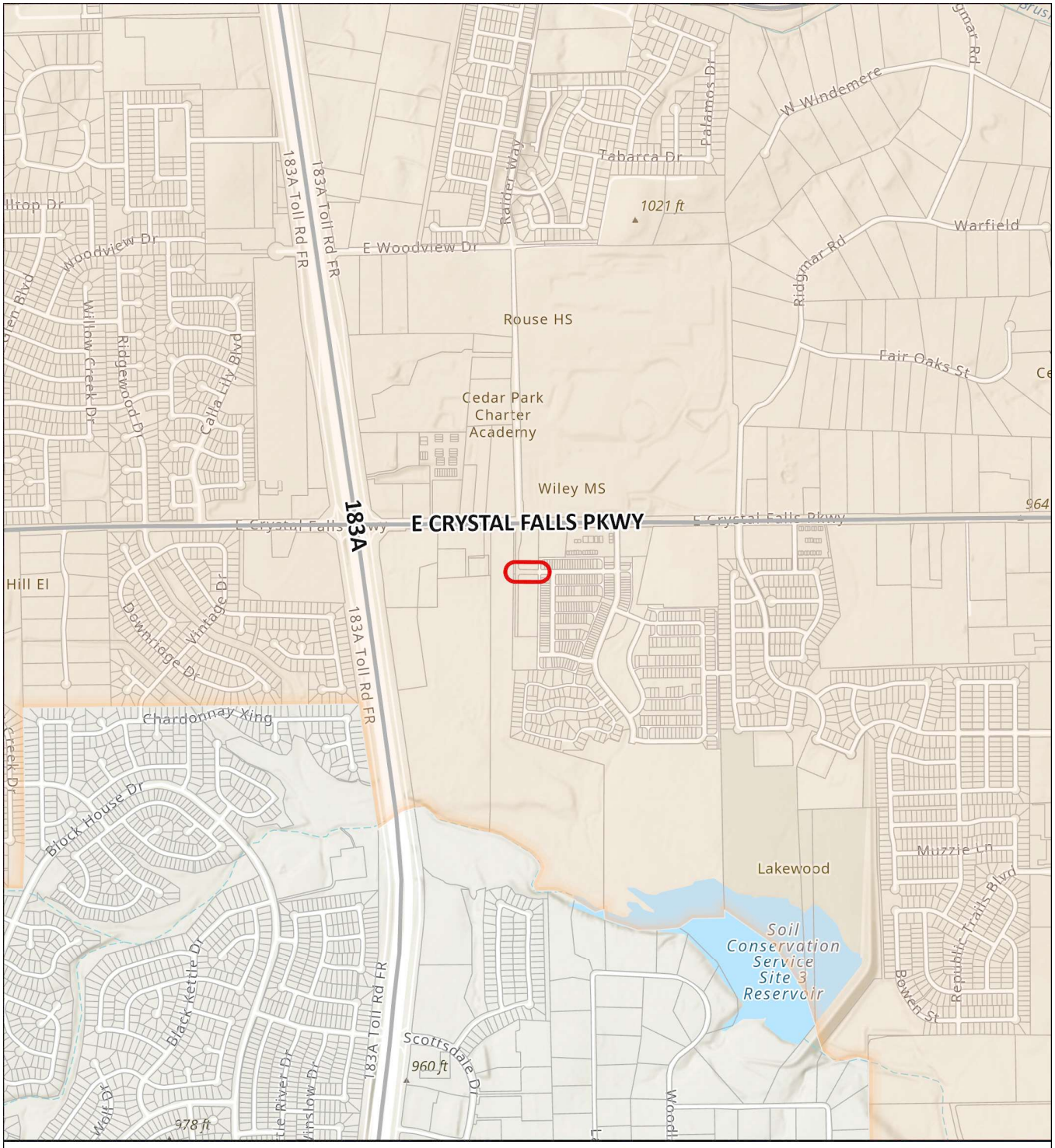
PROJECT NEED/BENEFITS

Needed to provide egress from the Palmera Bluff and Palmera Ridge subdivisions, to the west and towards Tollway 183A. Completes the east to west corridor, improving response times for emergency vehicle traffic.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (Easements and ROW)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
511-00-4013	*TRN GO BONDS SERIES 2018*	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
EXPENDITURE									
511-01-8386	*SAN GABRIEL PARKWAY*	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000

Note: All amounts are shown in current dollars



CIP Program

T.70- Yaupon Grove Lane - Extension

Transportation Projects

T.70

Leander City Limits

Parcels (WCAD)

0 750 1,500 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.70
PROJECT TITLE	Yaupon Grove Lane - Extension
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Yaupon Grove Lane will be extended over 200 linear feet by the City to connect from the existing segment of Yaupon Grove Lane, in the Crystal Springs subdivision, westward to the new southern extension of Raider Way.

Location	Yaupon Grove Lane
Limits From/To:	Raider Way to approximately 200 feet east to connect with existing Yaupon Grove Lane at an existing alley.

Schedule	**Start**	**End**
Design Phase	FY22	FY23
ROW/Esmt Acq.	NA	NA
Construction	FY23	FY23

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

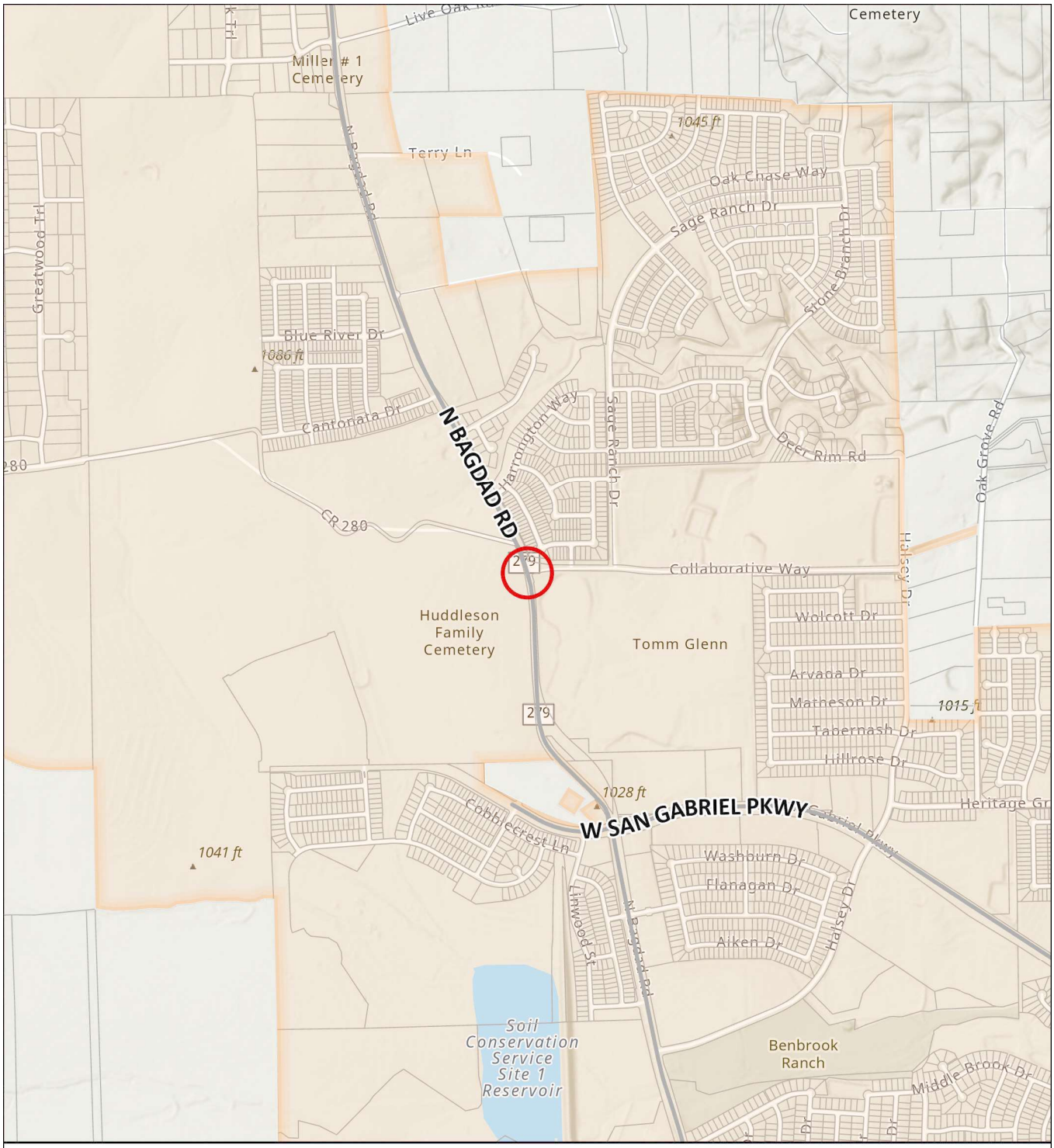
PROJECT NEED/BENEFITS

Need to provide secondary egress for the Crystal Springs subdivision.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 55,000	$ -	$ -	$ -	$ -	$ -	$ 55,000
Construction	$ -	$ 275,000	$ -	$ -	$ -	$ -	$ -	$ 275,000
Management	$ -	$ 5,500	$ -	$ -	$ -	$ -	$ -	$ 5,500
Inspection/Testing	$ -	$ 4,125	$ -	$ -	$ -	$ -	$ -	$ 4,125
Contingencies	$ -	$ 55,000	$ -	$ -	$ -	$ -	$ -	$ 55,000
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 394,625	$ -	$ -	$ -	$ -	$ -	$ 394,625
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
55-00-4013	*CO'S SERIES 2016*	$ -	$ 394,625	$ -	$ -	$ -	$ -	$ -	$ 394,625
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 394,625	$ -	$ -	$ -	$ -	$ -	$ 394,625
EXPENDITURE									
55-01-8395	*YAUPON GROVE / RAIDER WAY*	$ -	$ 394,625	$ -	$ -	$ -	$ -	$ -	$ 394,625
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 394,625	$ -	$ -	$ -	$ -	$ -	$ 394,625

Note: All amounts are shown in current dollars



CIP Program

T.71- Bagdad Road and Collaborative Way - Traffic Signal and Improvements

Transportation Projects

T.71

Leander City Limits

Parcels (WCAD)

N W E S

0 750 1,500 Feet

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.71
PROJECT TITLE	Bagdad Road and Collaborative Way - Traffic Signals and Improvements
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

This project consists of adding a traffic signal at the intersection of Bagdad Road and Collaborative Way, and adding a turn lane.

Location	Intersection of Collaborative Way at Bagdad Road
Limits From/To:	Intersection of Collaborative Way at Bagdad Road

Schedule	**Start**	**End**
Design Phase	FY22	FY23
ROW/Esmt Acq.	FY23	FY23
Construction	FY24	FY24

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

PROJECT NEED/BENEFITS

This is a dangerous intersection adjacent to Tom Glenn High School. There have been multiple accidents at this location.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ 188,330	$ -	$ -	$ -	$ -	$ -	$ -	$ 188,330
Construction	$ -	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000
Management	$ -	$ -	$ 10,000	$ -	$ -	$ -	$ -	$ 10,000
Inspection/Testing	$ -	$ -	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
Contingencies - 15%	$ -	$ -	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
Other - ROW acquisition	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ 188,330	$ -	$ 600,000	$ -	$ -	$ -	$ -	$ 788,330
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
TBD	*TBD*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EXPENDITURE									
TBD	TBD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Note: All amounts are shown in current dollars

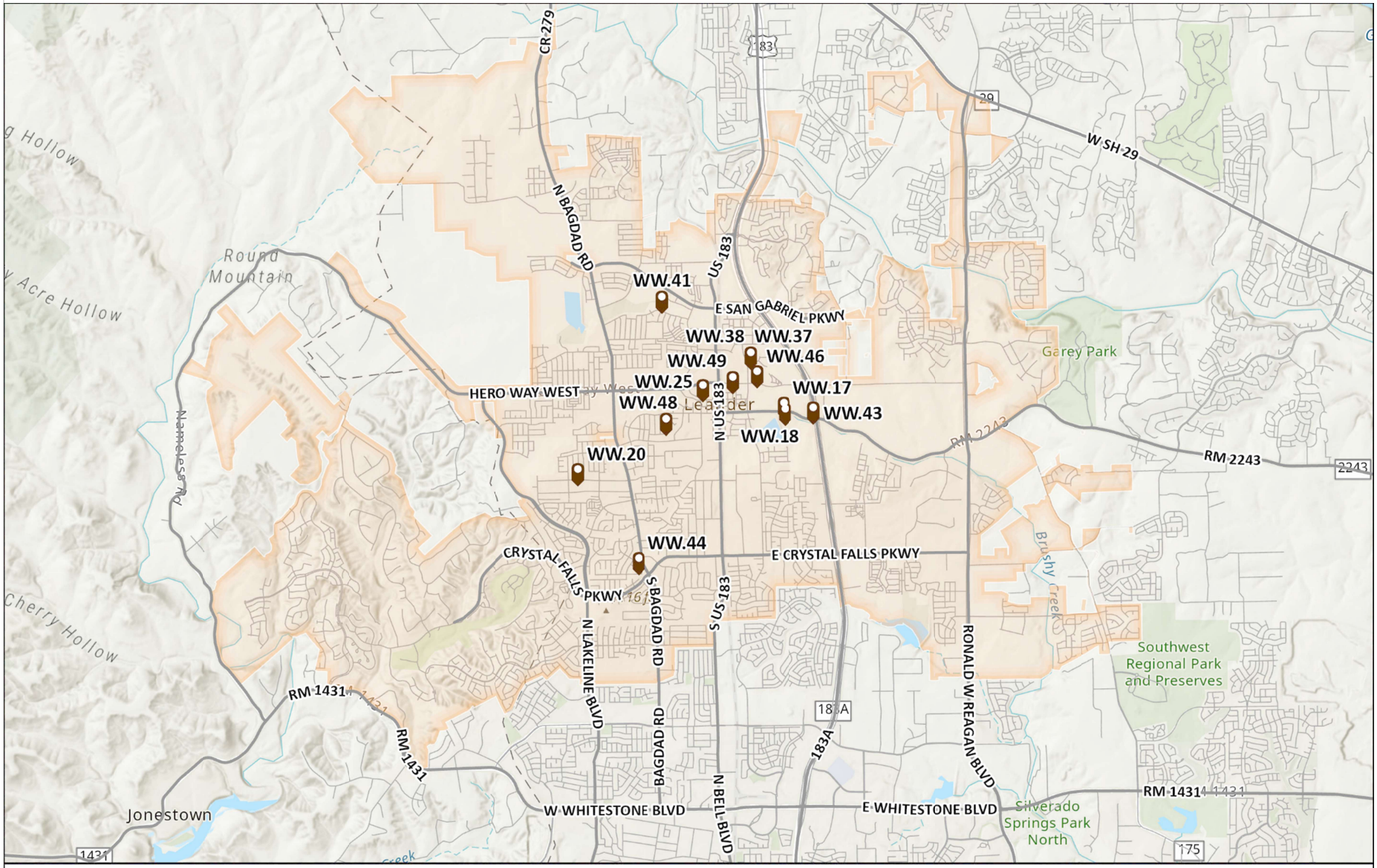
FY23 - FY24
CAPITAL IMPROVEMENTS PROGRAM

STORMWATER

No Storm Water Projects Identified for FY23 – FY24

FY23 - FY24
CAPITAL IMPROVEMENTS PROGRAM

WASTEWATER



CIP Program

Wastewater CIP Projects

Leander City Limits

0 1 2 Miles

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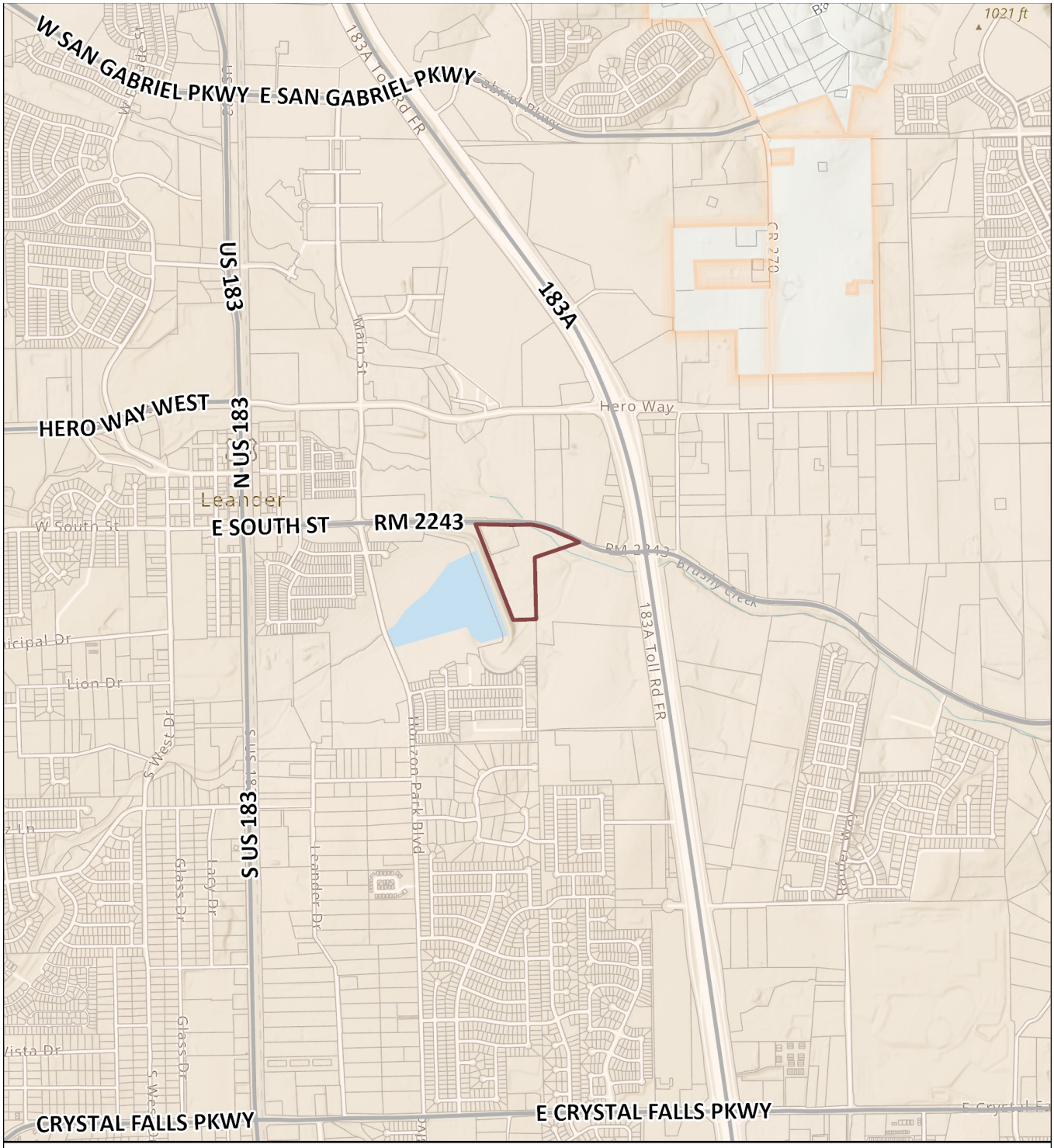
City of Leander Geographic Information Systems



CIP Program

WW.17- WWTP Sludge Processing Improvement
WW.18- WWTP Aeration Improvements - Phase 2

Wastewater Projects
WW.17

Leander City Limits
Parcels (WCAD)

0 2,000 Feet

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.17 / WW.18
PROJECT TITLE	WWTP Sludge Processing and Aeration Improvements - Phase 2
DEPARTMENT(S)	Public Works

PROJECT DESCRIPTION:

For the WW.17 Sludge removal system improvements, install belt press, alum storage and metering, and conveyer at the City's Waste Water Treatment Plant (WWTP) on RM 2243. Installation of a new belt press, alum storage tank, and conveyor belt to process sludge. Old Centrifuge will remain as stand-by back up.

For WW.18, Aeration improvements, Phase 2, includes replacement of non-potable water pumps and controls that have been in continuous operation since 2001. Installation of a fine or medium bubbler (Aeration) system at the City's Waste Water Treatment Plant (WWTP) on RM 2243. Additional fine bubble plate diffusers will be installed to approximately triple the oxygen transfer efficiency of the current draft tube assemblies. The existing draft tubes will remain in place for mixing and some additional oxygen transfer. New plate diffusers will have automatic controls to minimize energy consumption and maintain desired oxygen concentrations throughout the diurnal curve.

Location	RM 2243 Wastewater Treatment Plant (WWTP)
Limits From/To:	RM 2243 Wastewater Treatment Plant (WWTP)

Schedule	**Start**	**End**
Design Phase	FY21	FY22
ROW/Esmt Acq.	NA	NA
Construction	FY22	FY23

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

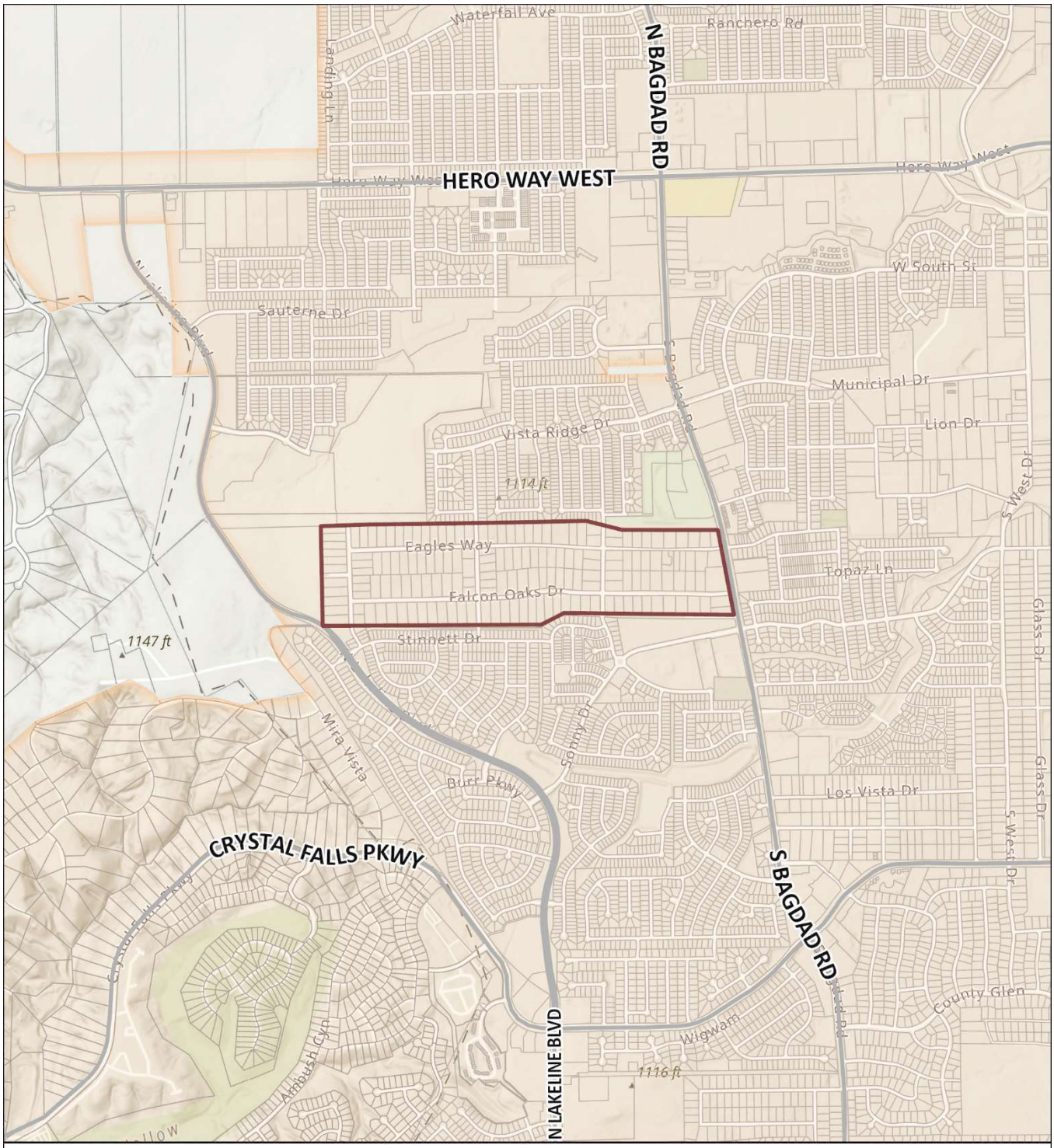
PROJECT NEED/BENEFITS

Improved sludge processing and aeratation helps the WWTP process more solids and waste, faster.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ 340,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 340,500
Construction	$ 3,711,500	$ 823,000	$ -	$ -	$ -	$ -	$ -	$ 4,534,500
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ 4,052,000	$ 823,000	$ -	$ -	$ -	$ -	$ -	$ 4,875,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 823,000	$ -	$ -	$ -	$ -	$ -	$ 823,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 823,000	$ -	$ -	$ -	$ -	$ -	$ 823,000
EXPENDITURE									
27-03-8750	*WWTP IMPROVEMENTS*	$ -	$ 823,000	$ -	$ -	$ -	$ -	$ -	$ 823,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 823,000	$ -	$ -	$ -	$ -	$ -	$ 823,000

Note: All amounts are shown in current dollars



CIP Program

WW.20- Falcon Oaks WW Collection System

Wastewater Projects

WW.20

Leander City Limits

Parcels (WCAD & TCAD)

County Line

0 1,000 2,000 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.20
PROJECT TITLE	Falcon Oaks WW Collection System
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Design and installation of wastewater gravity sewer lines, manholes, and stub-outs to each lot within the Falcon Oaks subdivision. Due to the wide variations in landowners' home types, elevations, and placements within their properties, connections to the new sewer line stub-outs will be the responsibility of each landowner. This project is part of the Falcon Oaks annexation agreement. Roadways within the subdivision will be retopped with asphalt paving as a result of any damage to the existing old road surfaces; the majority of the roads within the subdivision will be damaged during construction. This project is bundled with the W.6 water line project to add a larger water line along Osprey Drive and complete the water loop for the subdivision.

Location	Falcon Oaks subdivision
Limits From/To:	Eagles Way to Falcon Oaks and from Osprey Drive to Bagdad Road

Schedule	**Start**	**End**
Design Phase	FY 21	FY 22
ROW/Esmt Acq.	NA	NA
Construction	FY 23	FY24

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

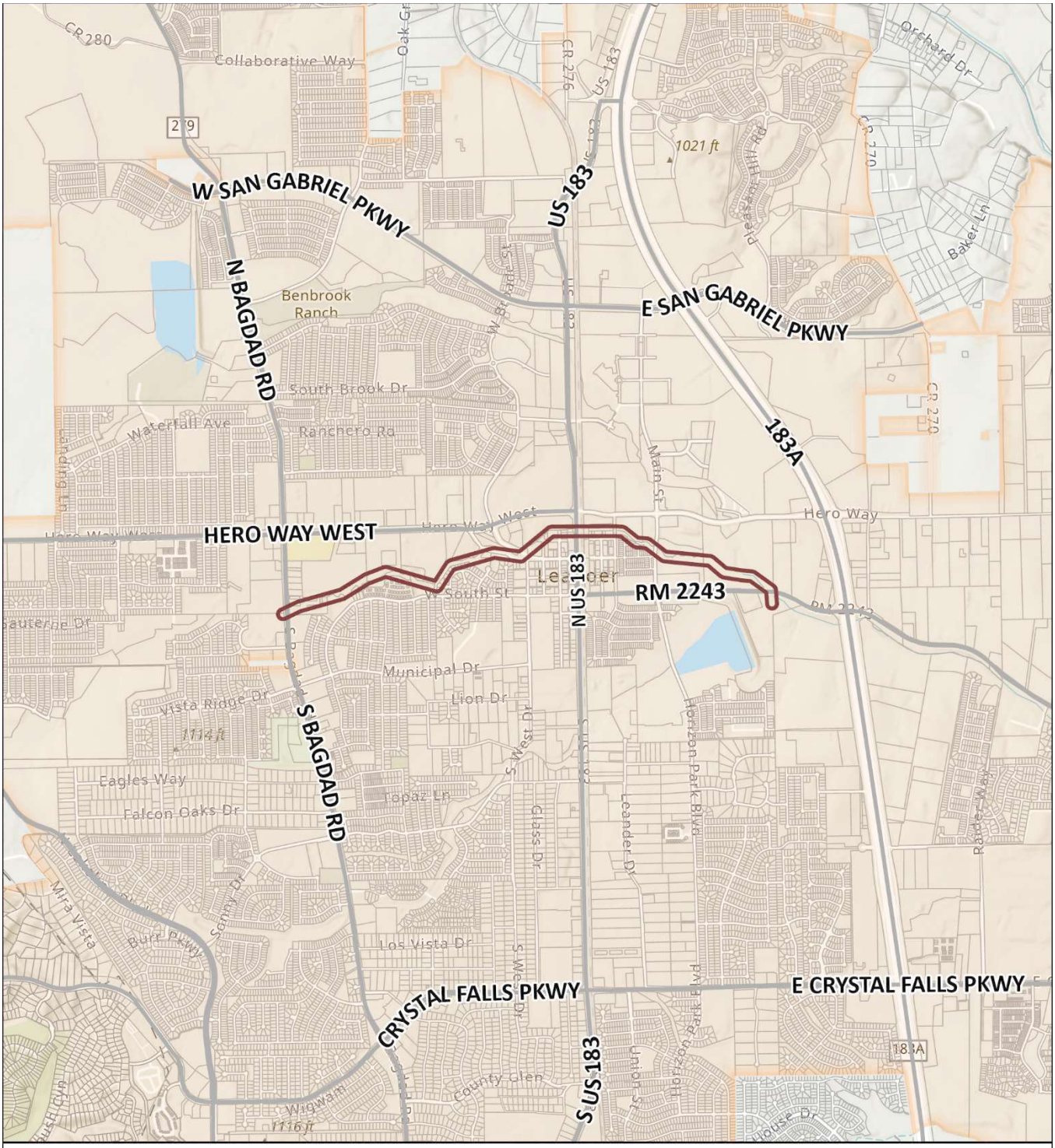
PROJECT NEED/BENEFITS

This project is an obligation under the annexation agreement and will provide a wastewater collection system that allows residents to replace their onsite sanitary sewage facilities (OSSF) within the Falcon Oaks subdivision with direct connections to a wastewater collection system. Many lots within the subdivision are now undersized by today's standards for OSSF.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction	$ -	$ 3,000,000	$ -	$ -	$ -	$ -	$ -	$ 3,000,000
Management	$ -	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ 15,000
Inspection/Testing	$ -	$ 45,000	$ -	$ -	$ -	$ -	$ -	$ 45,000
Contingencies	$ -	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ 300,000
Other	$ -	$ 120,000	$ -	$ -	$ -	$ -	$ -	$ 120,000
Total Estimated Cost	$ 3,680,000	$ 3,480,000	$ -	$ -	$ -	$ -	$ -	$ 7,160,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
26-00-4070	*WASTEWATER IMPACT FEES*	$ -	$ 7,160,000	$ -	$ -	$ -	$ -	$ -	$ 7,160,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 7,160,000	$ -	$ -	$ -	$ -	$ -	$ 7,160,000
EXPENDITURE									
26-01-8711	*FALCON OAKS COLLECTION SYSTEM*	$ -	$ 7,160,000	$ -	$ -	$ -	$ -	$ -	$ 7,160,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 7,160,000	$ -	$ -	$ -	$ -	$ -	$ 7,160,000

Note: All amounts are shown in current dollars



CIP Program

WW.25- South Brushy Creek WW Interceptor Improvements

Wastewater Projects

WW.25

Leander City Limits

Parcels (WCAD)

0 1,000 2,000 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.25
PROJECT TITLE	South Brushy Creek WW Interceptor Improvements
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:
Per the 2018 Wastewater Master Plan, the wastewater interceptor, which collects all the wastewater within the region of the South Brushy Creek basin, needs to be increased in diameter to meet the demands of greater loads.

Location	Along South Brushy Creek
Limits From/To:	From Bagdad Road to RM 2243 Wastewater Treatment Plant (WWTP)

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	TBD	TBD
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

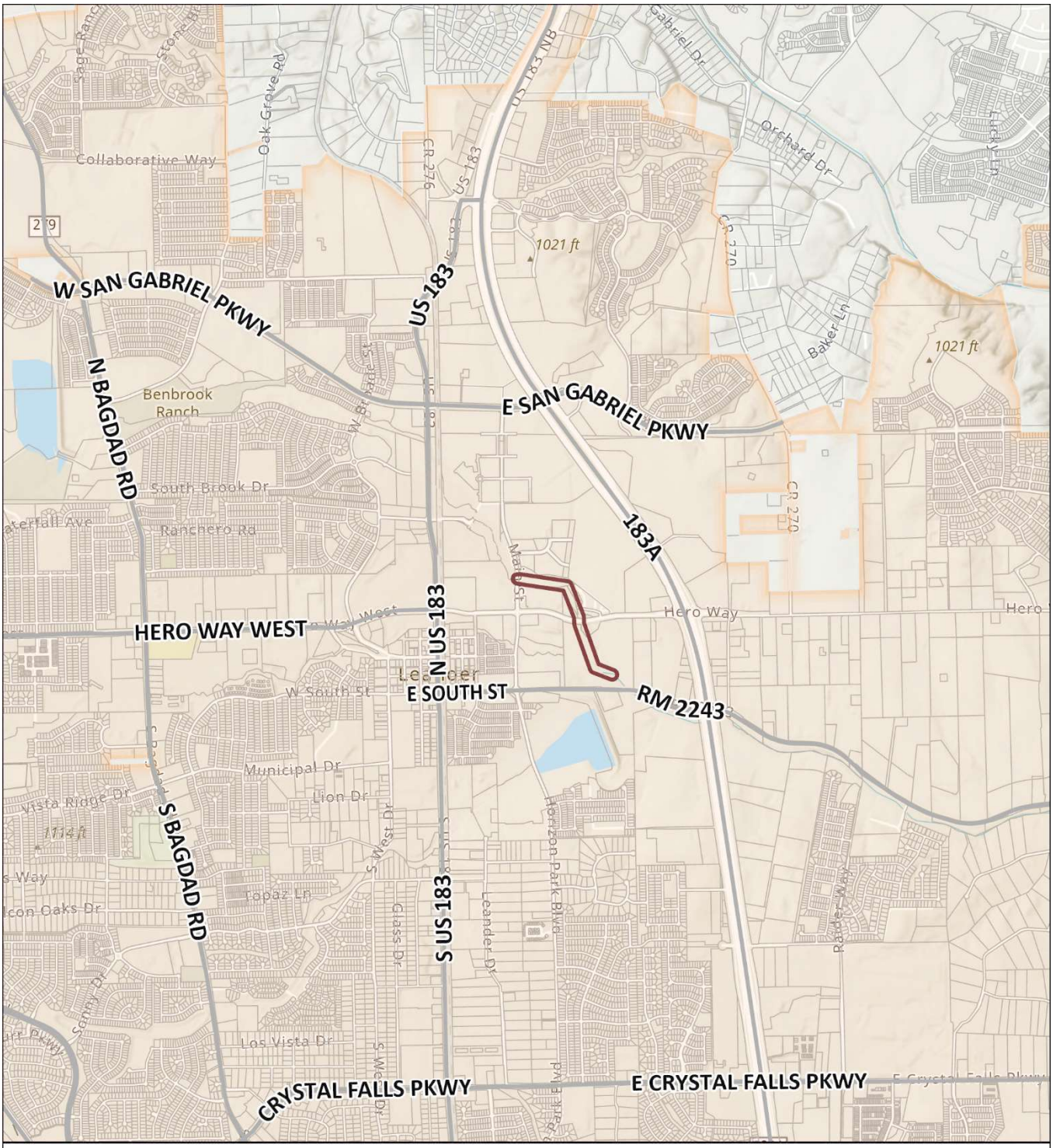
PROJECT NEED/BENEFITS

To comply with Texas Commission on Environmental Quality (TCEQ) and provide correct volumetric flow to the wastewater treatment plant (WWTP) on RM 2243, based on flows measured in 2008, which determined that the size and capacity of the existing wastewater pipe would be inadequate for projected flows by 2025.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Construction	$ -	$ -	$ -	$ -	$ -	$ 3,000,000	$ -	$ 3,000,000
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (easements)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 500,000	$ -	$ -	$ -	$ 3,000,000	$ -	$ 3,500,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
EXPENDITURE									
27-03-8702	*BRUSHY CREEK WW INTERCEPT*	$ -	$ 500,000	$ -	$ -	$ -	$ 3,000,000	$ -	$ 3,500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 500,000	$ -	$ -	$ -	$ 3,000,000	$ -	$ 3,500,000

Note: All amounts are shown in current dollars



CIP Program

WW.37- North Brushy Creek Interceptor Improvements - Seg. 2

0 1,000 2,000 Feet

Wastewater Projects

WW.37

Leander City Limits

Parcels (WCAD)

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.37
PROJECT TITLE	North Brushy Creek WW Interceptor Improvements - Seg. 2
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Per the 2018 Wastewater Master Plan, the wastewater interceptor, which collects all the wastewater within the region of the North Brushy Creek basin, needs to be increased in diameter to meet the demands of greater loads.

Location	Along North Brushy Creek
Limits From/To:	From Main Street (Mel Mathis) southward to RM 2243

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	TBD	TBD
Construction	FY27	FY27

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

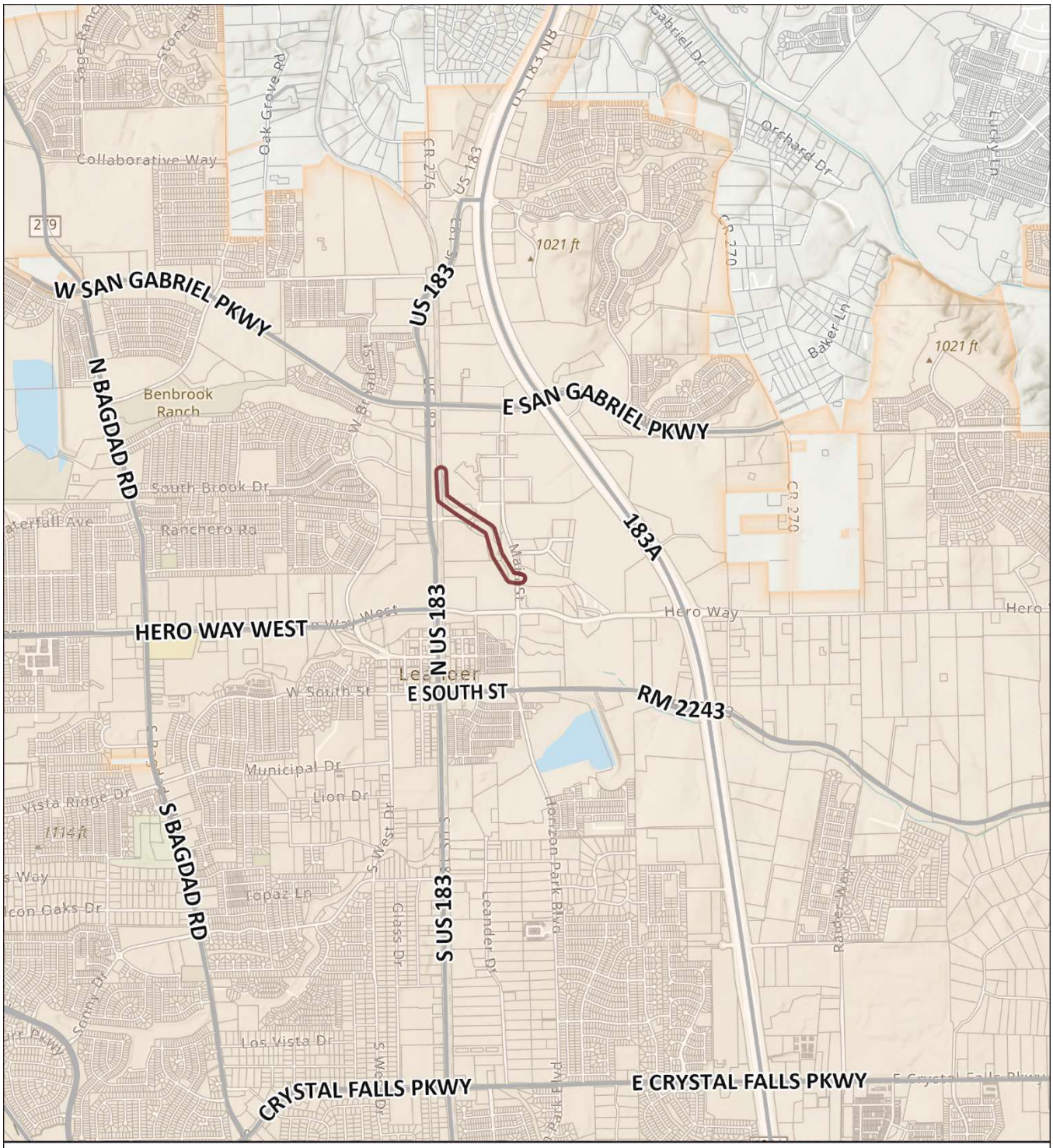
PROJECT NEED/BENEFITS

To comply with Texas Commission on Environmental Quality (TCEQ) and provide correct volumetric flow to the wastewater treatment plant (WWTP) on RM 2243, based on flows measured in 2008, which determined that the size and capacity of the existing wastewater pipe would be inadequate for projected flows by 2025.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Construction	$ -	$ -	$ -	$ -	$ 2,700,000	$ -	$ -	$ 2,700,000
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 500,000	$ -	$ -	$ 2,700,000	$ -	$ -	$ 3,200,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
EXPENDITURE									
27-03-8707	*N. BRUSHY INTERCEPTOR*	$ -	$ 500,000	$ -	$ -	$ 2,700,000	$ -	$ -	$ 3,200,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 500,000	$ -	$ -	$ 2,700,000	$ -	$ -	$ 3,200,000

Note: All amounts are shown in current dollars



CIP Program

WW.38- North Brushy Creek Interceptor Improvements - Seg. 3

0 1,000 2,000 Feet

Wastewater Projects

WW.38

Leander City Limits

Parcels (WCAD)

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.38
PROJECT TITLE	North Brushy Creek WW Interceptor Improvements - Seg. 3
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:
Per the 2018 Wastewater Master Plan, the wastewater interceptor, which collects all the wastewater within the region of the North Brushy Creek basin, needs to be increased in diameter to meet the demands of greater loads.

Location	Along North Brushy Creek
Limits From/To:	From US Hwy 183 southward to Main Street (Mel Mathis)

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	TBD	TBD
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

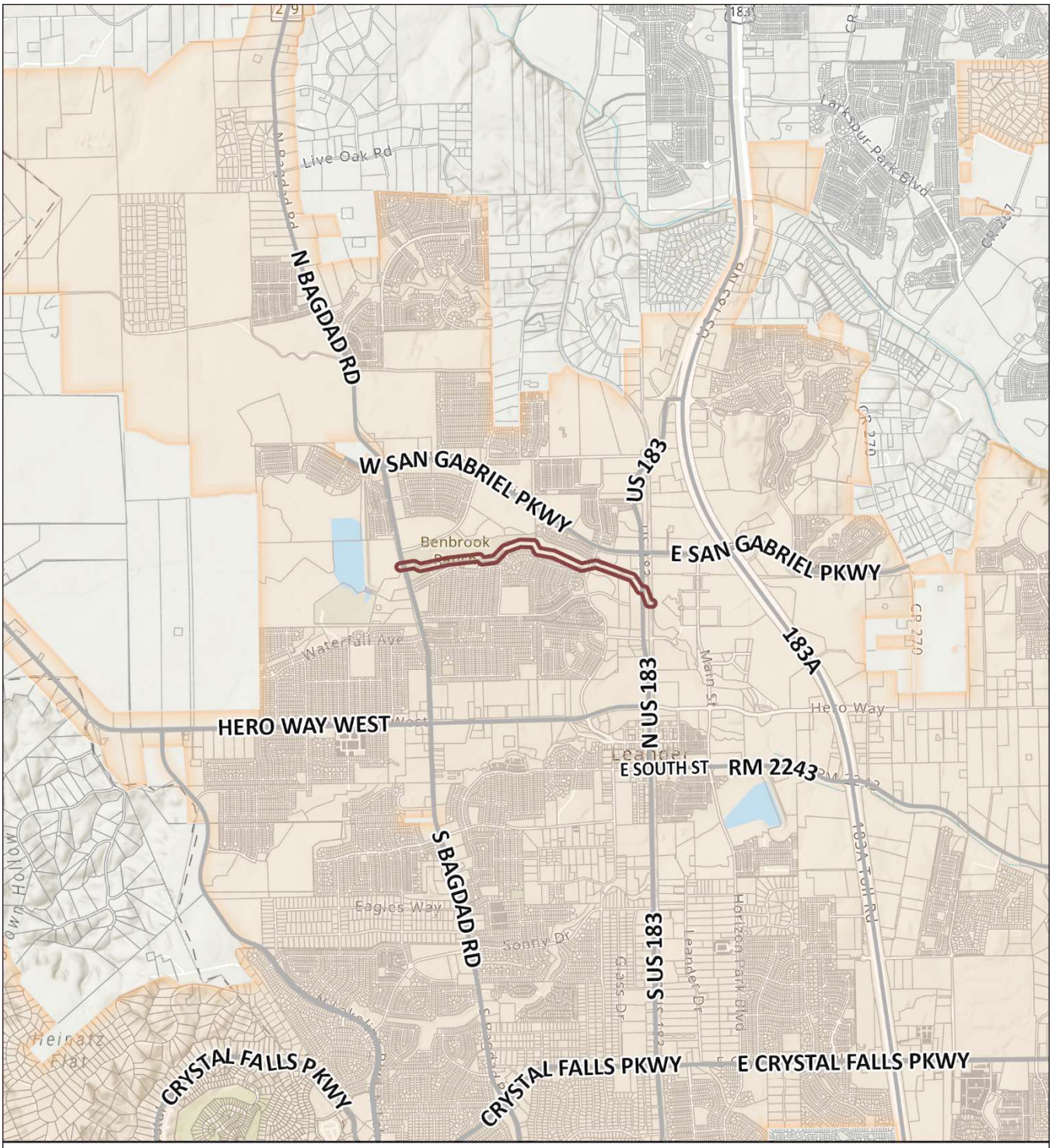
PROJECT NEED/BENEFITS

To comply with Texas Commission on Environmental Quality (TCEQ) and provide correct volumetric flow to the wastewater treatment plant (WWTP) on RM 2243, based on flows measured in 2008, which determined that the size and capacity of the existing wastewater pipe would be inadequate for projected flows by 2025.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Construction	$ -	$ -	$ -	$ -	$ 2,700,000	$ -	$ -	$ 2,700,000
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 500,000	$ -	$ -	$ 2,700,000	$ -	$ -	$ 3,200,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
EXPENDITURE									
27-03-8707	*N. BRUSHY INTERCEPTOR*	$ -	$ 500,000	$ -	$ -	$ 2,700,000	$ -	$ -	$ 3,200,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 500,000	$ -	$ -	$ 2,700,000	$ -	$ -	$ 3,200,000

Note: All amounts are shown in current dollars



CIP Program

WW.41 - North Brushy Creek Interceptor Improvements - Phase 2

N
W E
S

0 1,0002,000
Feet

Wastewater Projects
WW.41

Leander City Limits
Parcels (WCAD)

City of Leander
Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.41
PROJECT TITLE	North Brushy Creek WW Interceptor Improvements - Phase 2
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Per the 2018 Wastewater Master Plan, the wastewater interceptor, which collects all the wastewater within the region of the North Brushy Creek basin, needs to be increased in diameter to meet the demands of greater loads.

Location	Along North Brushy Creek
Limits From/To:	From Bagdad Road eastward to US Hwy 183

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	TBD	TBD
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

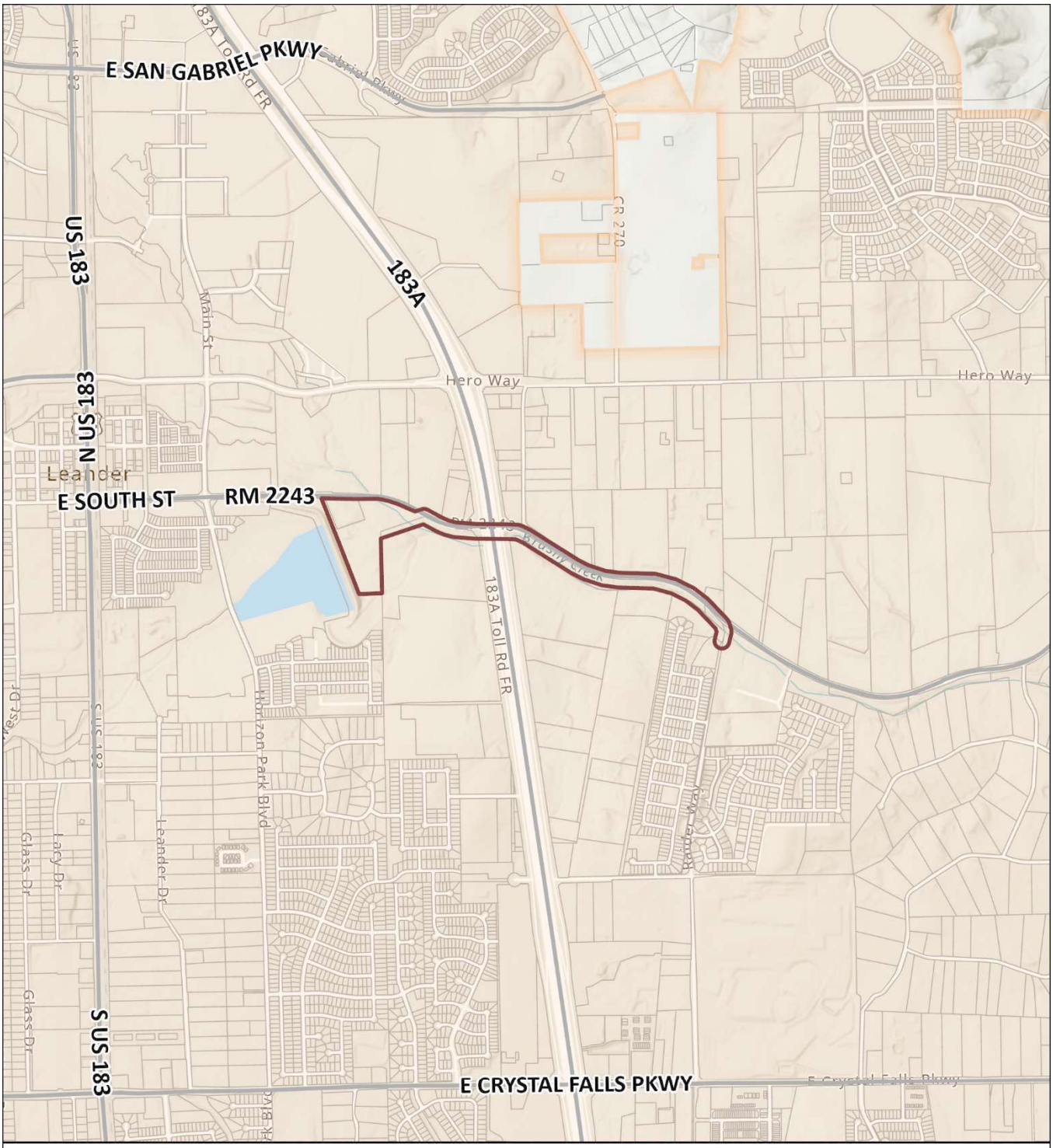
PROJECT NEED/BENEFITS

To comply with Texas Commission on Environmental Quality (TCEQ) and provide correct volumetric flow to the wastewater treatment plant (WWTP) on RM 2243, based on flows measured in 2008, which determined that the size and capacity of the existing wastewater pipe would be inadequate for projected flows by 2025.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Construction	$ -	$ -	$ -	$ 3,300,000	$ -	$ -	$ -	$ 3,300,000
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 500,000	$ -	$ 3,300,000	$ -	$ -	$ -	$ 3,800,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
EXPENDITURE									
27-03-8707	*N. BRUSHY INTERCEPTOR*	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000

Note: All amounts are shown in current dollars



CIP Program

WW.43- FM 2243 WWTP Lift Station

Wastewater Projects

WW.43

Leander City Limits

Parcels (WCAD)

0 1,000 2,000 Feet

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.43
PROJECT TITLE	RM 2243 WWTP Lift Station
DEPARTMENT(S)	Public Works

PROJECT DESCRIPTION:
Installation of a new master lift station to serve current and future wastewater treatment plant (WWTP) phases, wastewater allocation facilties, and 7000 feet of 15-inch gravity relief main to convey up to 2.0 MGD (Million Gallons per Day) to the regional Brushy Creek Interceptor.

Location	RM 2243 WWTP
Limits From/To:	RM 2243 WWTP

Schedule	**Start**	**End**
Design Phase	FY21	FY23
ROW/Esmt Acq.	FY22	FY23
Construction	FY23	FY24

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

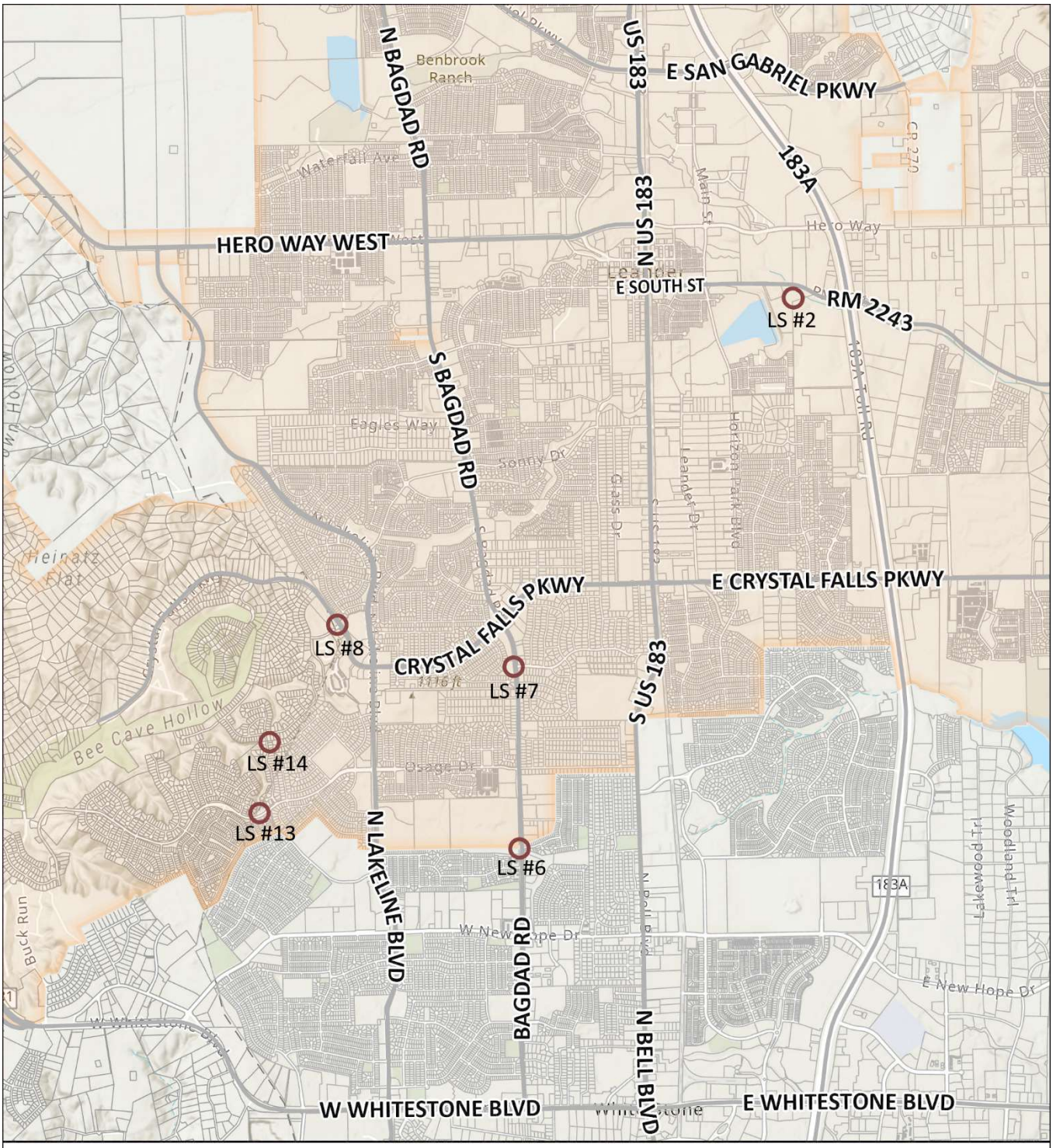
PROJECT NEED/BENEFITS

Replacement of two (2) existing wastewater treatment plant (WWTP) lift stations with a new master lift station which is capable of serving the existing RM 2243 WWTP, expanding to serve the ultimate WWTP build-out, and including diversion facilities to convey flows via a proposed 7,000 linear foot 15-inch gravity relief main from the RM 2243 WWTP site to an existing 15-inch gravity main, connecting to the Brushy Creek Interceptor. The gravity relief main will be capable of conveying up to 2.0 MGD of diverted flows from the RM 2243 WWTP .

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ 2,400,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,400,000
Construction	$ -	$ 2,500,000	$ 999,100	$ -	$ -	$ -	$ -	$ 3,499,100
Management	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ -	$ 25,000
Inspection/Testing	$ -	$ 37,500	$ -	$ -	$ -	$ -	$ -	$ 37,500
Contingencies	$ -	$ 375,000	$ -	$ -	$ -	$ -	$ -	$ 375,000
Other (ROW and Easement)	$ -	$ 97,600	$ -	$ -	$ -	$ -	$ -	$ 97,600
Total Estimated Cost	$ 2,400,000	$ 3,035,100	$ 999,100	$ -	$ -	$ -	$ -	$ 6,434,200
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 3,035,100	$ 999,100	$ -	$ -	$ -	$ -	$ 4,034,200
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 3,035,100	$ 999,100	$ -	$ -	$ -	$ -	$ 4,034,200
EXPENDITURE									
27-03-8750	*WWTP IMPROVEMENTS*	$ -	$ 3,035,100	$ 999,100	$ -	$ -	$ -	$ -	$ 4,034,200
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 3,035,100	$ 999,100	$ -	$ -	$ -	$ -	$ 4,034,200

Note: All amounts are shown in current dollars



CIP Program

WW.44- WW Lift Station Rehabilitations

Wastewater Projects

WW.44

Leander City Limits

Parcels (WCAD & TCAD)

------ County Line

0 1,0002,000

Feet

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City of Leander
Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.44
PROJECT TITLE	WW Lift Station Rehabilitations
DEPARTMENT(S)	Public Works

PROJECT DESCRIPTION:

Collection system improvements of six (6) lift stations. The project scope includes rehabilitation, upgrades and replacement of equipment and facilities at six selected lift stations. The stations are older City lift stations and require various improvments ranging from pump and control enhancements to complete reconstruction to meet City operational and capacity requirements.

Location	Various
Limits From/To:	Within the City limits

Schedule	**Start**	**End**
Design Phase	FY21	FY23
ROW/Esmt Acq.	NA	NA
Construction	FY22	FY23

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

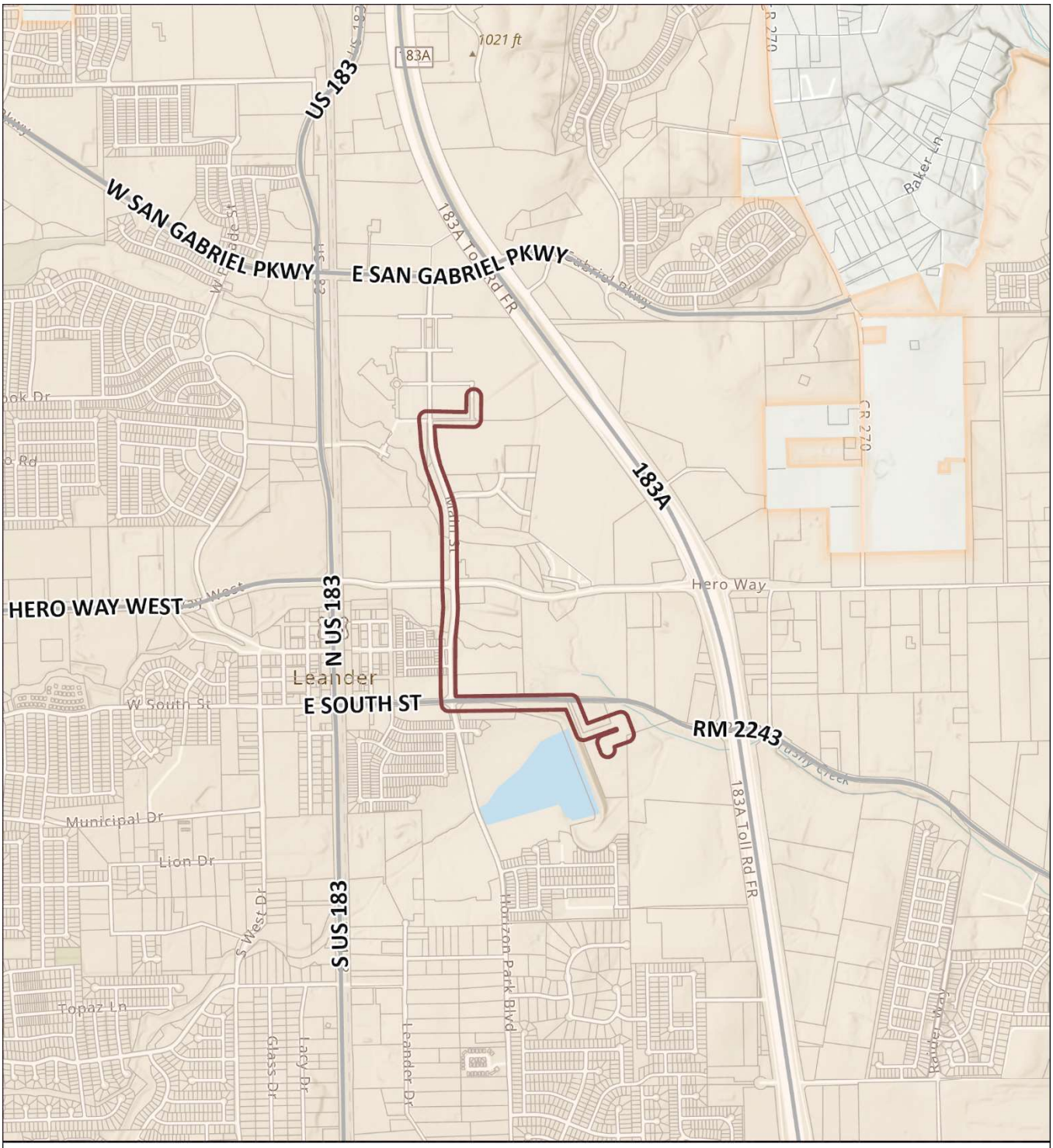
PROJECT NEED/BENEFITS

This projects provides for maintenance and repairs to six existing lift stations.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ 3,480,000		$ -	$ -	$ -	$ -	$ -	$ 3,480,000
Construction	$ -	$ 1,724,800	$ -	$ -	$ -	$ -	$ -	$ 1,724,800
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ 3,480,000	$ 1,724,800	$ -	$ -	$ -	$ -	$ -	$ 5,204,800
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 1,724,800	$ -	$ -	$ -	$ -	$ -	$ 1,724,800
26-00-4070	*WASTEWATER IMPACT FEES*	$ -	$ 3,480,000	$ -	$ -	$ -	$ -	$ -	$ 3,480,000
Total Revenues		$ -	$ 5,204,800	$ -	$ -	$ -	$ -	$ -	$ 5,204,800
EXPENDITURE									
27-03-8713	*LIFT STATION IMPROVEMENTS*	$ -	$ 1,724,800	$ -	$ -	$ -	$ -	$ -	$ 1,724,800
26-01-8713	*LIFT STATION IMPROVEMENTS*	$ -	$ 3,480,000	$ -	$ -	$ -	$ -	$ -	$ 3,480,000
Total Expenditures		$ -	$ 5,204,800	$ -	$ -	$ -	$ -	$ -	$ 5,204,800

Note: All amounts are shown in current dollars



CIP Program

WW.46- Reclaimed Water System to Northline

Wastewater Projects
- WW.46

- Leander City Limits
- Parcels (WCAD)

0 1,000 2,000 Feet

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.46
PROJECT TITLE	Reclaimed Water System to Northline
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Project will provide a phased reclaimed water system at the RM 2243 Wastewater Treatment Plant (WWTP). Phase 1 of the project will include facilities to divert reclaimed water to a filling station located at the plant site and will include pressurization equipment, a Point of Sale (POS) system, as well as provisions for expansion. Phase 2 of the project will include a 3,000 GPM (Gallons Per Minute) low-head transfer pump station, re-chlorination system, 250,00 gallon capacity ground storage tank (GST), 1,750 GPM high-service pump station with an associated 20,000 gallon capacity hydrotank, and approximately 7,000 linear feet of 12-inch transmission main from the WWTP to the Northline project 10-inch reclaimed water line.

Location	Along RM 2243 and Main Street (Mel Mathis Boulevard)
Limits From/To:	Starts at Leander WWTP and ends at the east end of John Webster Street in the Northline Development

Schedule	**Start**	**End**
Design Phase	FY23	FY23
ROW/Esmt Acq.	FY23	FY23
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

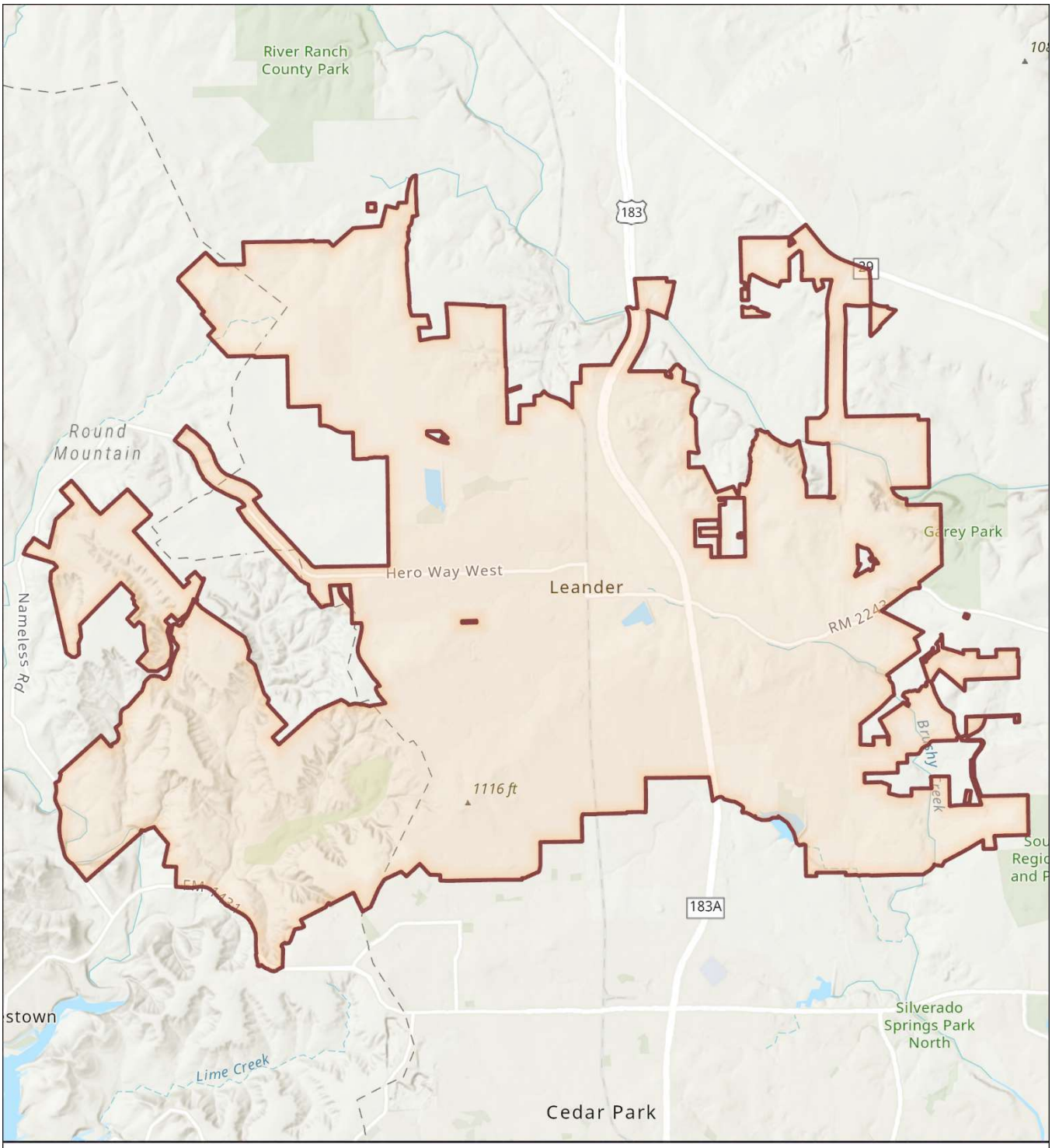
PROJECT NEED/BENEFITS

The Phase 1 improvements are intended for supplying water for the construction industry, helping the City's conservation efforts. Reclaimed water from the Phase 2 system can be used for multiple purposes, including irrigation, industrial, water features, and other authorized uses.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction	$ -	$ 3,250,000	$ -	$ -	$ -	$ -	$ -	$ 3,250,000
Management	$ -	$ 32,500	$ -	$ -	$ -	$ -	$ -	$ 32,500
Inspection/Testing	$ -	$ 48,750	$ -	$ -	$ -	$ -	$ -	$ 48,750
Contingencies	$ -	$ 168,750	$ -	$ -	$ -	$ -	$ -	$ 168,750
Other (ROW)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ 4,295,000	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ 7,795,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 1,450,000	$ -	$ -	$ -	$ -	$ -	$ 1,450,000
68-00-4691	*WMS COUNTY ARPA GRANT*	$ -	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ 3,500,000
23-00-4013	*UTILITY CO'S SERIES 2022*	$ -	$ 2,845,000	$ -	$ -	$ -	$ -	$ -	$ 2,845,000
Total Revenues		$ -	$ 7,795,000	$ -	$ -	$ -	$ -	$ -	$ 7,795,000
EXPENDITURE									
27-03-8714	*RECLAIMED WATER SYSTEM*	$ -	$ 1,450,000	$ -	$ -	$ -	$ -	$ -	$ 1,450,000
68-02-8714	*RECLAIMED WATER SYSTEM*	$ -	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ 3,500,000
23-02-8714	*RECLAIMED WATER SYSTEM*	$ -	$ 2,845,000	$ -	$ -	$ -	$ -	$ -	$ 2,845,000
Total Expenditures		$ -	$ 7,795,000	$ -	$ -	$ -	$ -	$ -	$ 7,795,000

Note: All amounts are shown in current dollars



CIP Program

WW.48- Wastewater Master Plan

Wastewater Projects

WW.48 - City-wide project

Leander City Limits

0 3,000 6,000

Feet

City of Leander
Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.48
PROJECT TITLE	Wastewater Master Plan
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:
Update the next ten (10) years of wastewater needs and proposed projects

Location	City Wide
Limits From/To:	City Wide

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	NA	NA
Construction	NA	NA

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

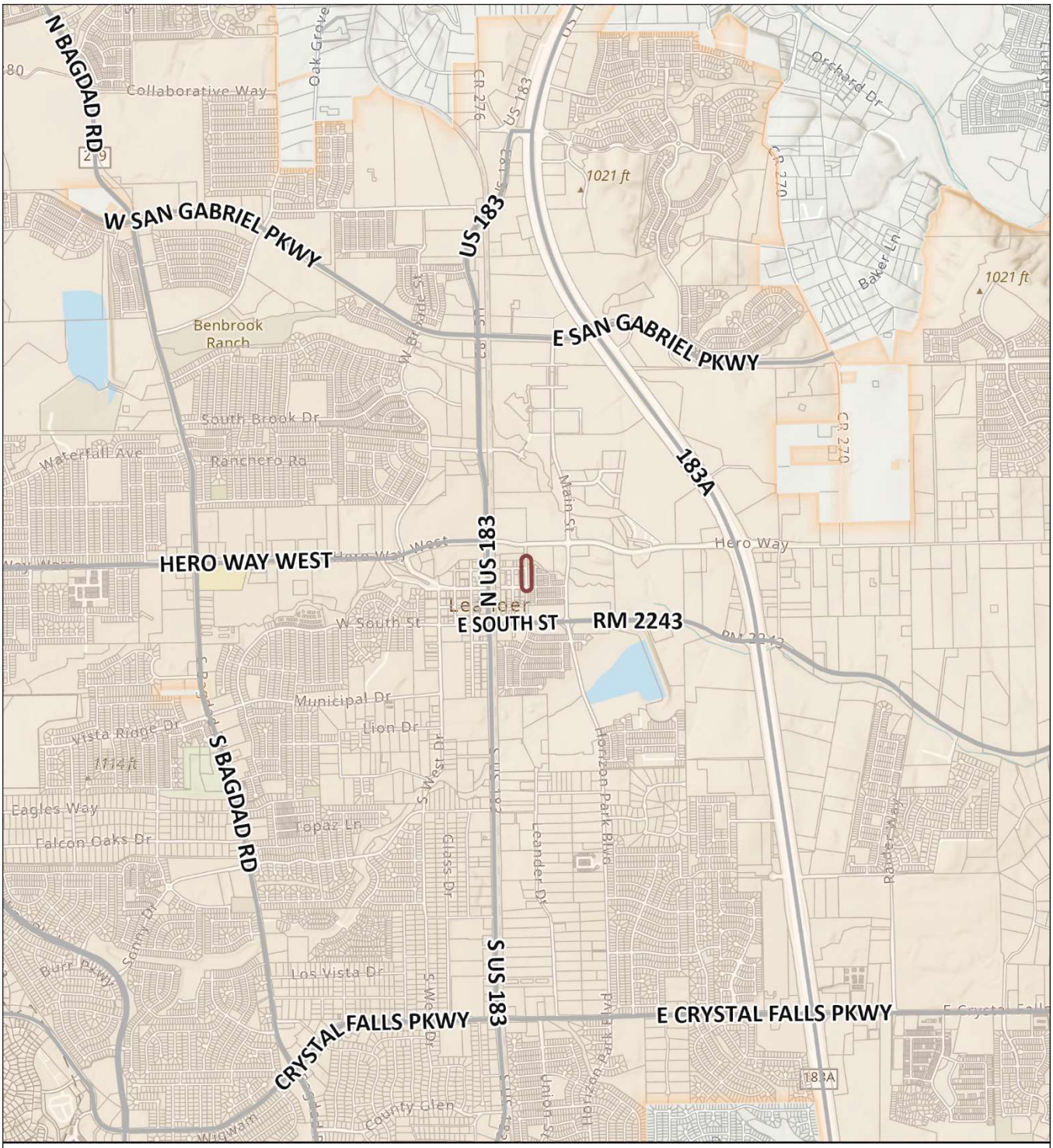
PROJECT NEED/BENEFITS

Municipal requirement to update master plans every ten (5) years.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE								
Account No. **Fund**								
25-00-4085 *WATER IMPACT FEES*	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
EXPENDITURE								
25-31-5682 *WASTEWATER MASTER PLAN*	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000

Note: All amounts are shown in current dollars



CIP Program

WW.49- East Street Utilities

Wastewater Projects

WW.49

Leander City Limits

Parcels (WCAD)

0 1,000 2,000 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.49
PROJECT TITLE	East Street Utilities
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

East Street exists today as a "dirt street" for only one (1) block between Evans Street and East Broade Street. This project will add water and wastewater lines and eliminate a very old wastewater lift station by gravity connection to the South Brushy Creek Interceptor. Since the utility work will damage the existing street, this project will repair and cap the existing dirt street with a two (2) lane asphalt roadway with open ditch drainage between East Broade Street and Evans Street. Previous plans to construct a curb and gutter street from RM 2243 to Hero Way, with a bridge across Brushy Creek, will be considered in the future. Right-Of-Way (ROW) for East Street was dedicated with the original 1882 Leander plat, and no futher ROW is proposed at this time.

Location	East Street (Old Town)
Limits From/To:	From East Broade Street to South Brushy Creek Interceptor

Schedule	**Start**	**End**
Design Phase	FY23	FY23
ROW/Esmt Acq.	NA	NA
Construction	FY24	FY24

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

PROJECT NEED/BENEFITS

This project will provide modern, compliant utilities for the residents along East Street, as well as eliminate a very old, high maintenance lift station.

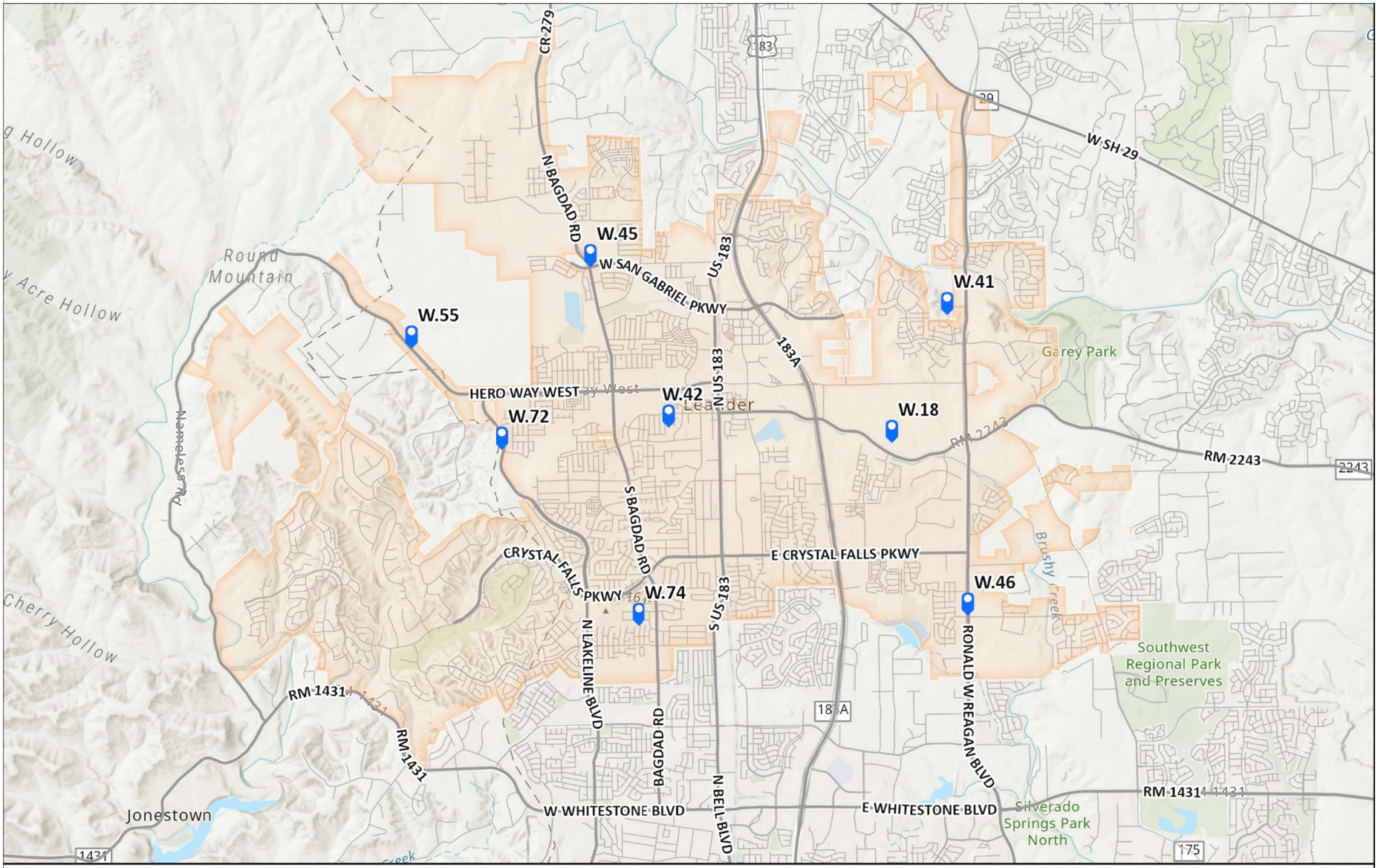
PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY26	Future	Total
Design Phase	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000
Construction	$ -	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ 1,000,000
Management	$ -	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000
Inspection/Testing	$ -	$ -	$ 20,000	$ -	$ -	$ -	$ -	$ 20,000
Contingencies	$ -	$ -	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 200,000	$ 1,300,000	$ -	$ -	$ -	$ -	$ 1,500,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY26	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000
EXPENDITURE									
27-02-8388	*EAST STREET*	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ 200,000

Note: All amounts are shown in current dollars

FY23 - FY24
CAPITAL IMPROVEMENTS PROGRAM

WATER



CIP Program

Water CIP Projects

Leander City Limits

0 1 2 Miles

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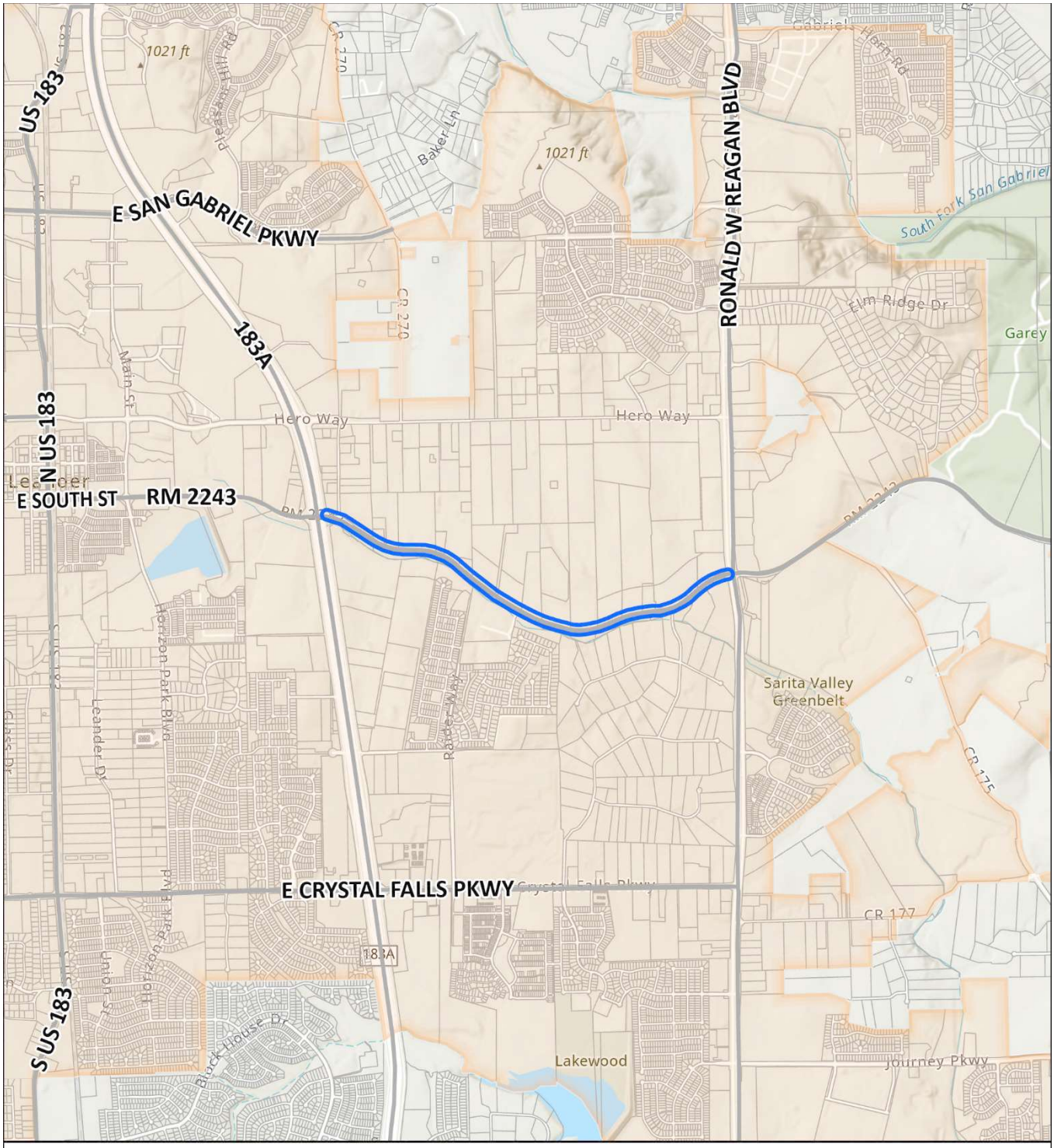
City of Leander Geographic Information Systems



CIP Program

W.18- RM 2243 Pipe Line - Phase 1

Water Projects

W.18

Leander City Limits

Parcels (WCAD)

0 1,000 2,000 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	W.18
PROJECT TITLE	RM 2243 Pipelines - Phase 1
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:
Install new 16-inch diameter pipelines along RM 2243 from Ronald W. Reagan Boulevard to Tollway 183A, and new 12-inch diameter pipeline from Tollway 183A to the Leander Wastewater Treatment Plant (WWTP).

Location	RM 2243
Limits From/To:	From Tollway 183A eastward to Ronald W. Reagan Boulevard

Schedule	**Start**	**End**
Design Phase	FY22	FY23
ROW/Esmt Acq.	FY22	FY23
Construction	FY23	FY24

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

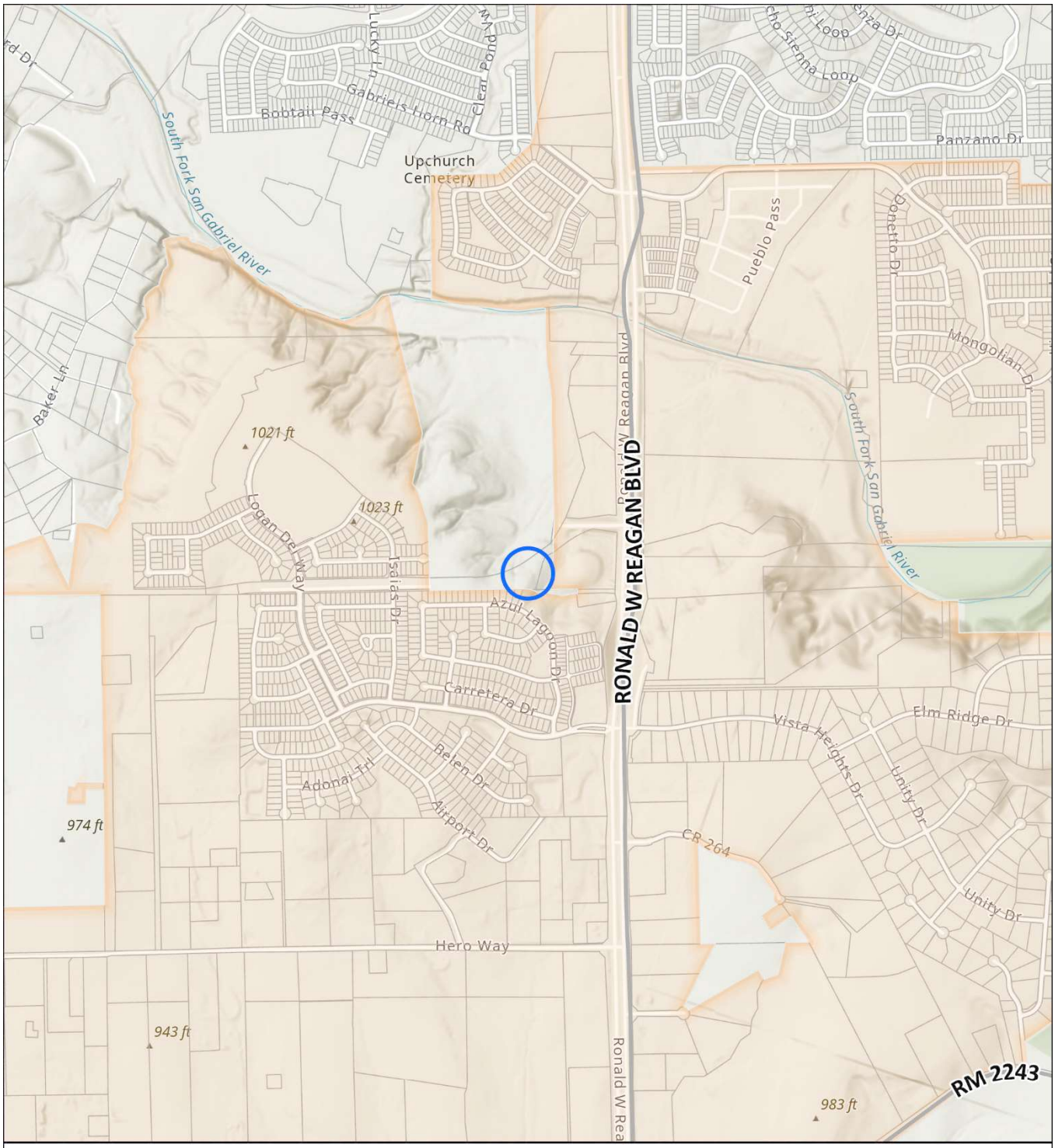
PROJECT NEED/BENEFITS

This completes an east-west loop of water main from Ronald W. Reagan Boulevard to Tollway 183A, to provide better and more consistent service to the citizens of Leander.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ 450,000	$ 80,000	$ -	$ -	$ -	$ -	$ -	$ 530,000
Construction	$ -	$ 3,100,000	$ -	$ -	$ -	$ -	$ -	$ 3,100,000
Management	$ -	$ 62,000	$ -	$ -	$ -	$ -	$ -	$ 62,000
Inspection/Testing	$ -	$ 46,500	$ -	$ -	$ -	$ -	$ -	$ 46,500
Contingencies	$ -	$ 465,000	$ -	$ -	$ -	$ -	$ -	$ 465,000
Other (easements and ROW)	$ 125,000	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 225,000
Total Estimated Cost	$ 575,000	$ 3,853,500	$ -	$ -	$ -	$ -	$ -	$ 4,428,500
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
25-00-4085	*WATER IMPACT FEES*	$ -	$ 4,428,500	$ -	$ -	$ -	$ -	$ -	$ 4,428,500
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 4,428,500	$ -	$ -	$ -	$ -	$ -	$ 4,428,500
EXPENDITURE									
25-31-8308	*RM 2243 WATERLINES*	$ -	$ 4,428,500	$ -	$ -	$ -	$ -	$ -	$ 4,428,500
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 4,428,500	$ -	$ -	$ -	$ -	$ -	$ 4,428,500

Note: All amounts are shown in current dollars



CIP Program

W.41- San Gabriel Elevated Storage Tank (EST)

Water Projects
- W.41

- Leander City Limits
- Parcels (WCAD)

0 750 1,500 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	W.41
PROJECT TITLE	San Gabriel Elevated Storage Tank (EST)
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

The San Gabriel EST and San Gabriel Parkway 24-inch Water Line projects were initially bundled together to include the design and construction of a new 1.25 MG (Million Gallon nominal capacity) EST to be located on the same site as the recently constructed San Gabriel East Pump Station and the design and construction of approximately 6,500 linear feet of 24-inch water line, which completes the planned and required 24-inch water transmission and distribution line along the extents of San Gabriel Parkway from Ronald W. Reagan Boulevard to Bagdad Road.

As of November 12, 2021, the 24-inch water line is complete. The project now only consists of constructing the Elevated Storage Tank, which had a single bid on August 12, 2022, but the bid was three (3) times higher than the budget. That bid was rejected. The drawings will be edited for any concerns and then will be placed back out for bid. The budget is increased to meet an estimated inflated cost.

Location	1000 feet southwest of the Ronald W. Reagan Boulevard and East San Gabriel Parkway intersection.
Limits From/To:	Adjacent to the new East San Gabriel pump station

Schedule	**Start**	**End**
Design Phase	FY22	FY22
ROW/Esmt Acq.	FY20	FY22
Construction	FY23	FY25

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

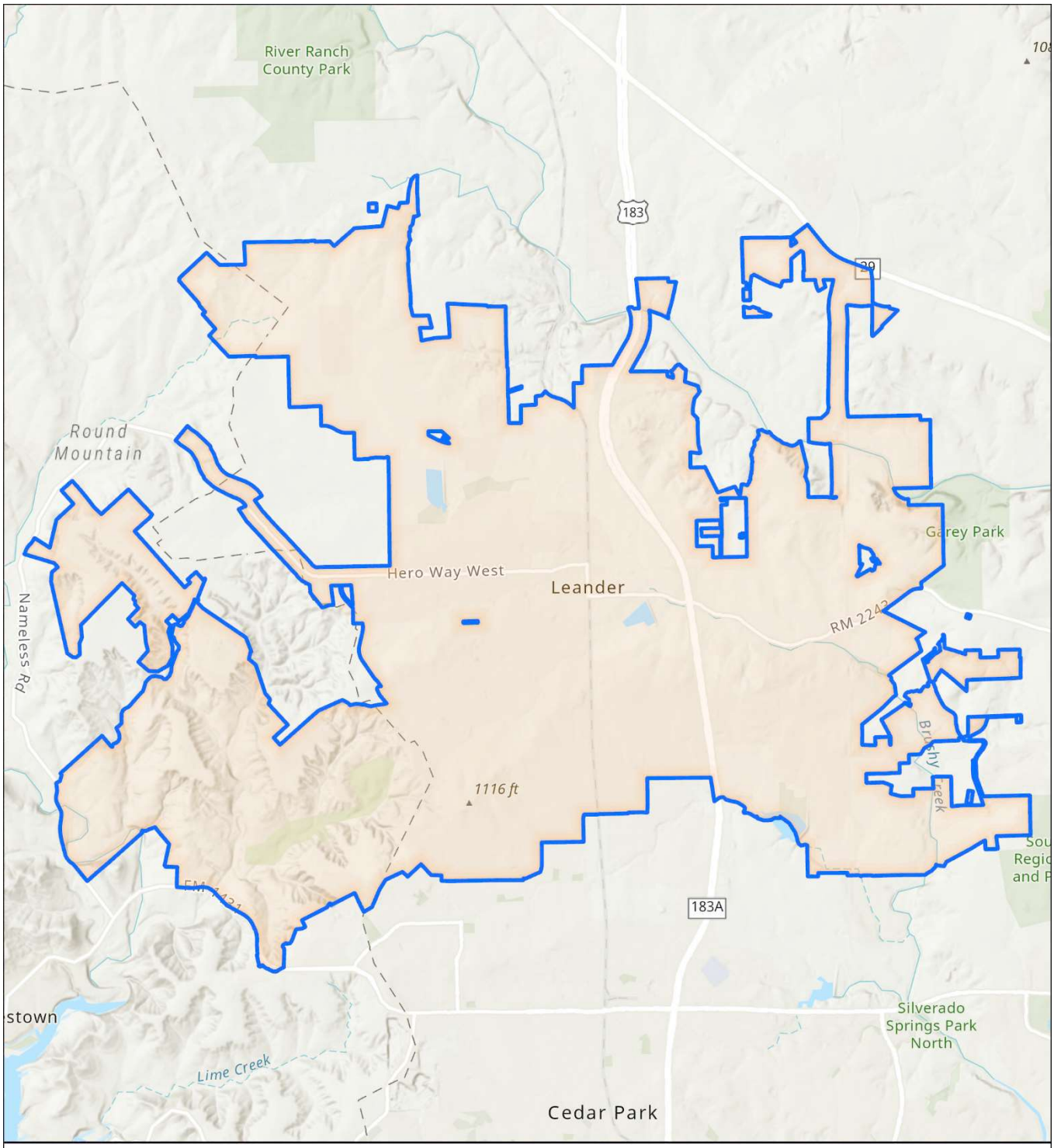
PROJECT NEED/BENEFITS

Creates new Brushy Creek Regional Utility Authority Water Treatment Plant (BCRUA WTP) water supply capacity for the northern and northwestern areas of the City and allows major amounts of water to be moved from the east side of the City to the west side of the City. This project is needed to complete the San Gabriel transmisson/distribution line between Ronald W. Reagan Boulevard and Bagdad Road in order to move large volumes of BCRUA water from the east side of the City to west side of the City to supplement the insufficiently sized 18-inch and 16-inch transmission/distribution lines in Bagdad Road. This project will also provide for redundancy and reliability in water transmission during emergency conditions. This project is also needed to meet Texas Commission on Environmental Quality (TCEQ) compliance.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction	$ 3,450,000	$ 4,000,000	$ 3,000,000	$ -	$ -	$ -	$ -	$ 10,450,000
Management	$ 69,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 69,000
Inspection/Testing	$ 51,750	$ 48,922	$ -	$ -	$ -	$ -	$ -	$ 100,672
Contingencies	$ 345,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 345,000
Other (ROW / Easement Acquisition)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ 3,915,750	$ 4,048,922	$ 3,000,000	$ -	$ -	$ -	$ -	$ 10,964,672
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	FY23/24 Total
FUNDING SOURCE									
Account No.	**Fund**								
25-00-4085	*WATER IMPACT FEES*	$ -	$ 7,964,672	$ -	$ -	$ -	$ -	$ -	$ 7,964,672
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 7,964,672	$ -	$ -	$ -	$ -	$ -	$ 7,964,672
EXPENDITURE									
25-31-8638	*SAN GABRIEL PKWY EST*	$ -	$ 7,964,672	$ -	$ -	$ -	$ -	$ -	$ 7,964,672
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 7,964,672	$ -	$ -	$ -	$ -	$ -	$ 7,964,672

Note: All amounts are shown in current dollars



CIP Program

W.42- Water Meter AMR Retrofit & AMI Conversion

N
W
E
S
0 3,000 6,000
Feet

Water Projects

W.42 - City-wide project

Leander City Limits

City of Leander
Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	W.42
PROJECT TITLE	Water Meter AMR Retrofit & AMI Conversion
DEPARTMENT(S)	Utility Billing

PROJECT DESCRIPTION: In FY 2020, W.42 was approved for funding and $1,830,600 was set aside in the Utility CIP Fund to upgrade approximately 8,100 manual-read meters to the City's current required standard of Automated Meter Read (AMR). The AMR standard was adopted by Ordinance 09-023-00 in 2009 for all new installations. This full conversion has not yet started, but in light of recent focus on water demand projections, water conservation, as well as the experience with the February 2021 winter storm event, the benefits of an AMI (Advanced Metering Infrastructure) system have generated high degree of interest. For this project, the City will need professional expertise in design and evaluating various water meter systems and vendor solutions. The City currently has over 24,000 meters, and growing. The project has been approved for Federal ARPA (American Rescue Plan Act of 2021 - H.R. 1319) Stimulus Funds, which have a time constraint of December 31, 2024.

Location	All areas served by City of Leander Utility System
Limits From/To:	Within all areas utilizing City water meters

Schedule	**Start**	**End**
Design Phase	FY22	FY23
ROW/Esmt Acq.	N/A	N/A
Construction	FY23	FY24

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

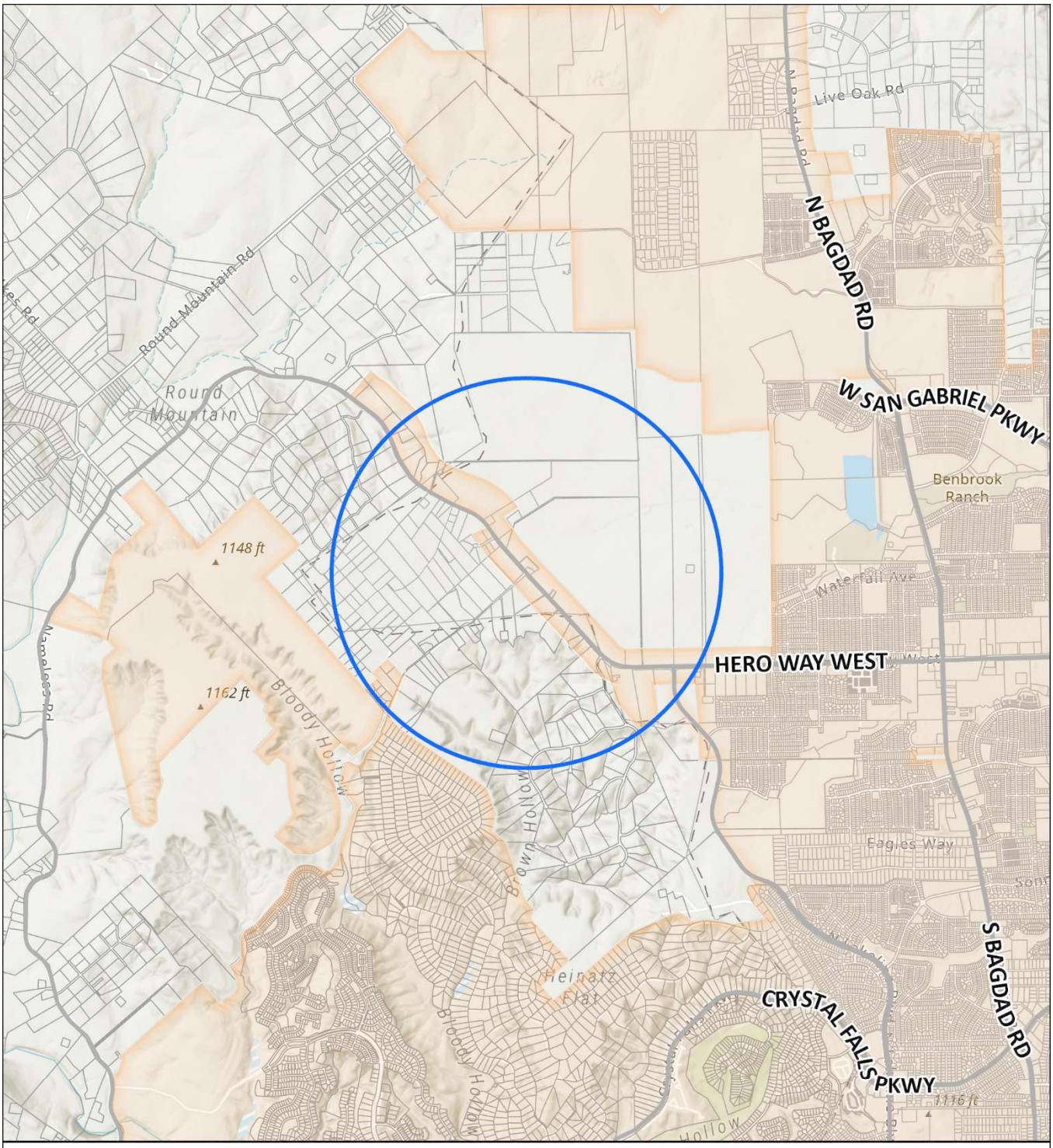
PROJECT NEED/BENEFITS

AMI (Advanced Metering Infrastructure) allows continuous and instantaneous access from a centralized location to view and analyze water use at any given water meter, remotely. The AMI system has the ability to analyze aggregate data, for better planning and management. Benefits include water demand management, proactive conservation enforcement and customer service (early leak detection.) All this will help the City better monitor and manage water usage.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ 510,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 510,000
Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ 5,000,000	$ -	$ -	$ -	$ -	$ -	$ 5,000,000
Total Estimated Cost	$ 510,000	$ 5,000,000	$ -	$ -	$ -	$ -	$ -	$ 5,510,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
68-00-4616	*FEDERAL ARPA GRANT*	$ -	$ 5,658,846	$ -	$ -	$ -	$ -	$ -	$ 5,658,846
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 5,658,846	$ -	$ -	$ -	$ -	$ -	$ 5,658,846
EXPENDITURE									
68-01-8657	*WATER METER AMI SYSTEM*	$ -	$ 5,658,846	$ -	$ -	$ -	$ -	$ -	$ 5,658,846
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 5,658,846	$ -	$ -	$ -	$ -	$ -	$ 5,658,846

Note: All amounts are shown in current dollars



CIP Program

W.55- Travisso Elevated Storage Tank (EST)

0 1,0002,000 Feet

Water Projects

W.55

Leander City Limits

Parcels (WCAD & TCAD)

------ County Line

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	W.55
PROJECT TITLE	Travisso Elevated Storage Tank (EST)
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

With increased demands in the 1252 and 1255 pressure zones, a 1.25 MG (Million Gallon) elevated storage tank and 12-inch and 16-inch water lines are required to be installed from RM 2243 westward to High Lonesome Road in Travisso, including up to 10,000 linear feet of pipe.

Land will need to be purchased for the new site. There are some candidate sites off of RM 2243/Nameless Road for the elevated storage tank, which will be in close proximity to the intersection with County Road 290 and are well-situated for future development of the future West San Gabriel Parkway expansion.

Location	Near or adjacent to the County Road 290 and RM 2243/Nameless Road intersection
Limits From/To:	Within one (1) mile radius of the RM 2243/County Road 290 intersection to High Lonesome Road

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	FY23	FY24
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

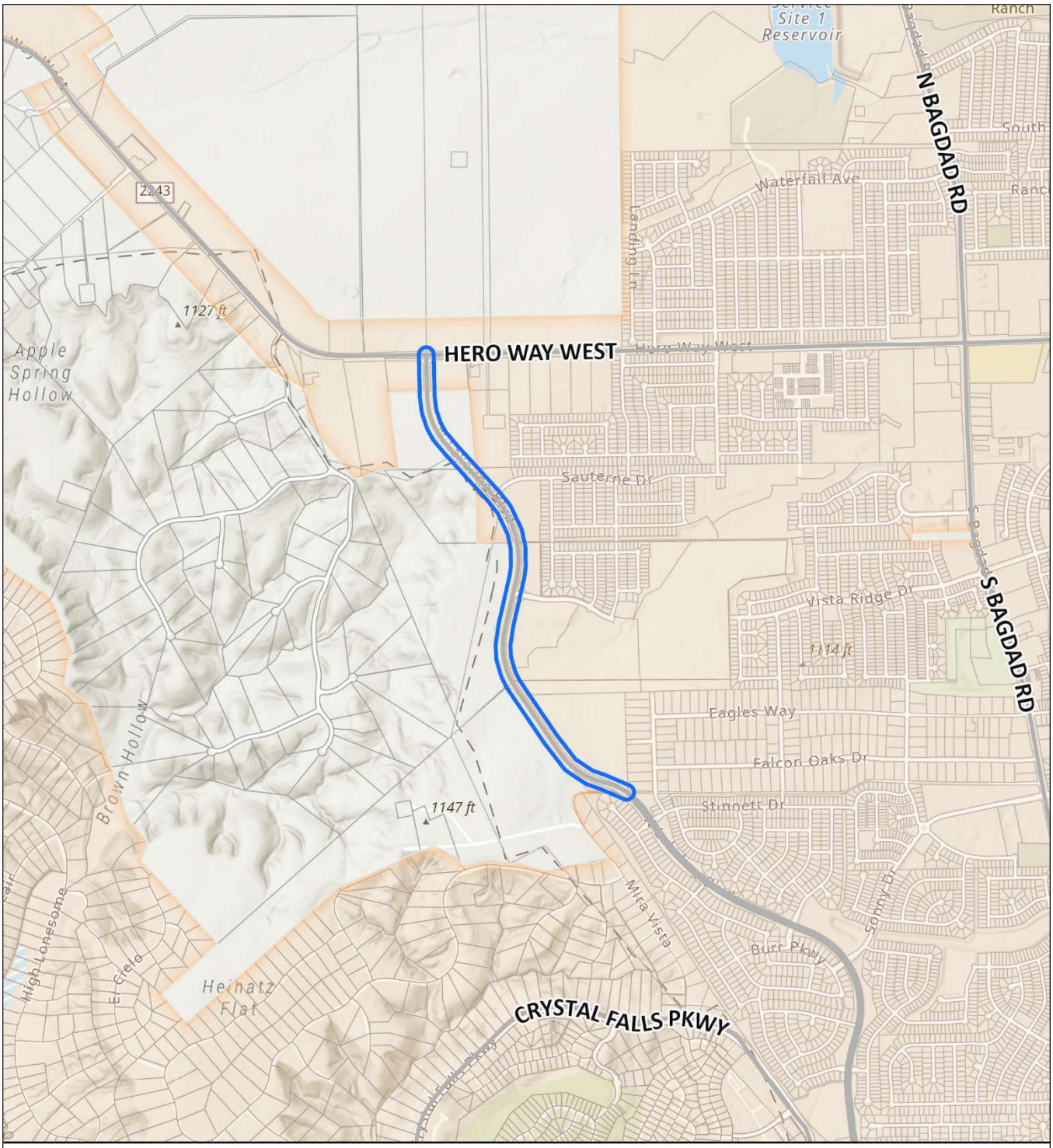
PROJECT NEED/BENEFITS

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 an additional EST for the development in west and northwest Leander. The EST will also help with the operation of the Travisso Pump Station, which is currently operated using a hydropneumatic tank, by reducing the frequency between pump starts, thereby reducing maintenance and repair costs and the risk of losing pressure from a failed system.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY26	Future	Total
Design Phase	$ -	$ -	$ 335,000	$ -	$ -	$ -	$ -	$ 335,000
Construction	$ -	$ -	$ 4,000,000	$ -	$ -	$ -	$ -	$ 4,000,000
Management	$ -	$ -	$ 20,000	$ -	$ -	$ -	$ -	$ 20,000
Inspection/Testing	$ -	$ -	$ 20,000	$ -	$ -	$ -	$ -	$ 20,000
Contingencies	$ -	$ -	$ 400,000	$ -	$ -	$ -	$ -	$ 400,000
Other (Land and ROW)	$ -	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ 3,500,000
Total Estimated Cost	$ -	$ 3,500,000	$ 4,775,000	$ -	$ -	$ -	$ -	$ 8,275,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY26	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
25-00-4085	*WATER IMPACT FEES*	$ -	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ 3,500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ 3,500,000
EXPENDITURE									
25-31-8656	*TRAVISSO EST*	$ -	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ 3,500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ 3,500,000

Note: All amounts are shown in current dollars



CIP Program

W.72- Lakeline Boulevard Pipeline - Phase 1

Water Projects

W.72

Leander City Limits

Parcels (WCAD & TCAD)

------ County Line

0 1,000 2,000 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	W.72
PROJECT TITLE	Lakeline Boulevard Pipelines - Phase 1
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Install new 16-inch diameter pipeline and valves along Lakeline Boulevard from Stinnett Drive, northward to Hero Way. This will complete a loop around the northwest quarter of the City.

Location	Along North Lakeline Boulevard
Limits From/To:	From Stinnett Drive to Hero Way

Schedule	**Start**	**End**
Design Phase	FY22	FY23
ROW/Esmt Acq.	FY22	FY23
Construction	FY23	FY24

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

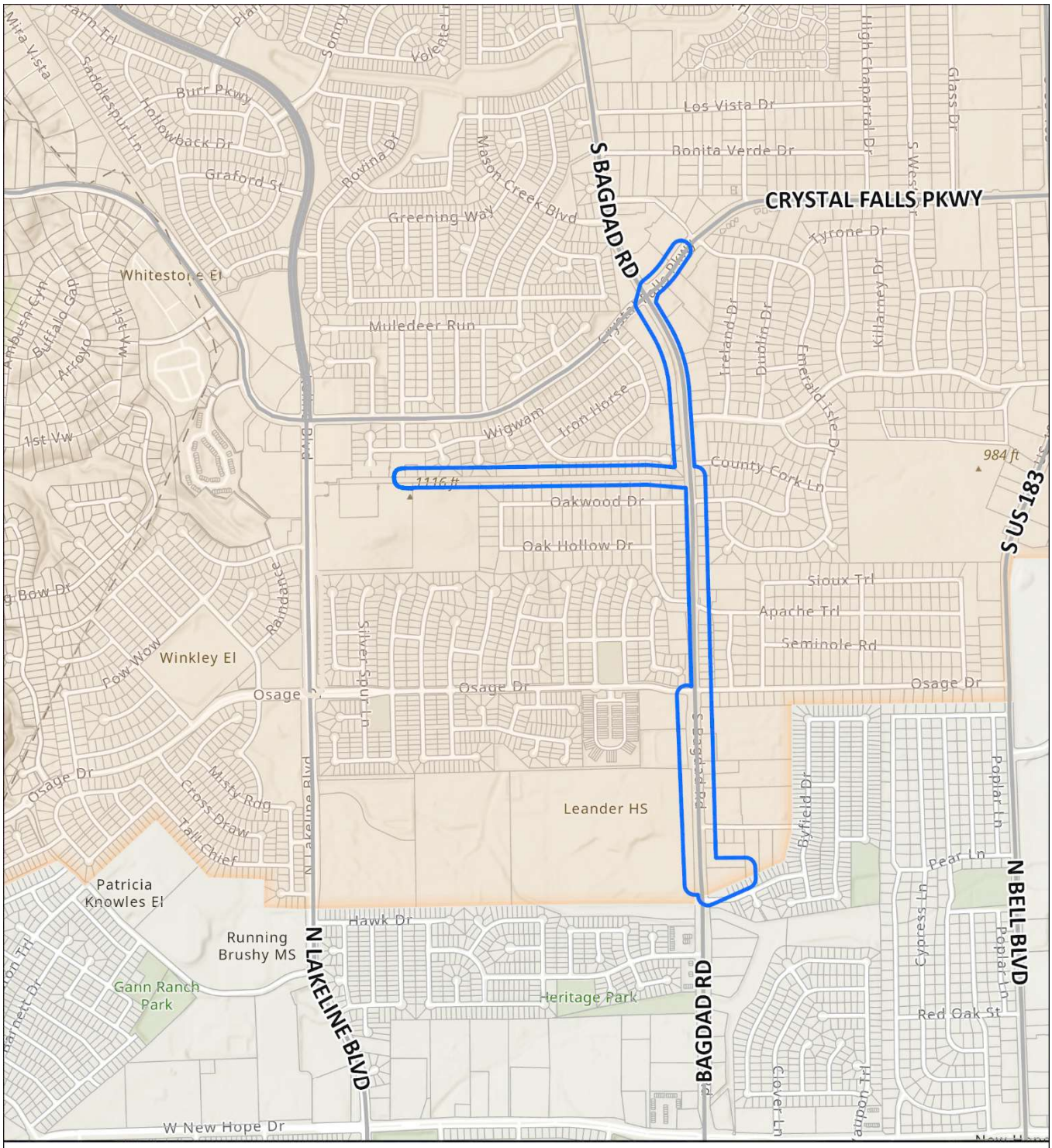
PROJECT NEED/BENEFITS

Provides connection to northwest RM 2243 Corridor from the south, creating a loop of Brushy Creek Regional Utility Authority (BCRUA) water.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ 350,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 350,000
Construction	$ -	$ 2,400,000	$ -	$ -	$ -	$ -	$ -	$ 2,400,000
Management	$ -	$ 24,000	$ -	$ -	$ -	$ -	$ -	$ 24,000
Inspection/Testing	$ -	$ 48,000	$ -	$ -	$ -	$ -	$ -	$ 48,000
Contingencies	$ -	$ 253,500	$ -	$ -	$ -	$ -	$ -	$ 253,500
Other (easements and ROW)	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000
Total Estimated Cost	$ 400,000	$ 2,725,500	$ -	$ -	$ -	$ -	$ -	$ 3,125,500
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
25-00-4085	*WATER IMPACT FEES*	$ -	$ 3,125,000	$ -	$ -	$ -	$ -	$ -	$ 3,125,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 3,125,000	$ -	$ -	$ -	$ -	$ -	$ 3,125,000
EXPENDITURE									
25-31-8655	*LAKELINE BLVD WATERLINES*	$ -	$ 3,125,000	$ -	$ -	$ -	$ -	$ -	$ 3,125,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 3,125,000	$ -	$ -	$ -	$ -	$ -	$ 3,125,000

Note: All amounts are shown in current dollars



CIP Program

W.74- Bagdad Terminus Pump Station, Grounds Storage Tank (GST), and 24-inch Water Line

Water Projects

W.74

Leander City Limits

Parcels (WCAD & TCAD)

County Line

0 750 1,500 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	W.74
PROJECT TITLE	Bagdad Terminus Pump Station, Ground Storage Tank (GST), and 24-inch Water Line
DEPARTMENT(S)	Engineerng

PROJECT DESCRIPTION:

Demolish and remove existing 750,000 gallon steel ground storage tank (GST), construct a new 1.5 MG (Million Gallon) concrete ground storage tank, build a new 1270 Zone pressure plane pump station, and add a new 24-inch water line northward on Bagdad Road, connecting to the existing 18-inch water line at Crystal Falls Parkway. This project will also replace the old 12-inch water line with new 16-inch C900 PVC pipe for the lower 1127 Zone pressure plane along Bagdad Road to the Crystal Falls pump station and elevated storage tank (EST).

Location	South Bagdad Road adjacent to Leander High School
Limits From/To:	Along Bagdad Road from Kettering Drive to Crystal Falls Parkway

Schedule	**Start**	**End**
Design Phase	FY22	FY23
ROW/Esmt Acq.	FY23	FY24
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

PROJECT NEED/BENEFITS

Phase I of this project (New Hope / Bagdad Interconnect) gave the ability to take water from Brushy Creek Regional Utility Authority (BCRUA) via the New Hope interconnection and flow directly into the 1127 Zone low pressure plane and also fill the current 750,000 gallon GST at the Bagdad Terminus. Phase II will allow water to also be pumped into the 1270 Zone pressure plane to fill the the Crystal Falls elevated storage tank (EST) and supplement the Crystal Falls pump station. Ultimate build-out of new 1270 Zone pump station will be ~12 MGD (Million Gallons per Day); this initial phase will be ~6 MGD.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ 1,400,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,400,000
Construction	$ -	$ 7,900,000	$ -	$ -	$ -	$ -	$ -	$ 7,900,000
Management	$ -	$ 158,000	$ -	$ -	$ -	$ -	$ -	$ 158,000
Inspection/Testing	$ -	$ 118,500	$ -	$ -	$ -	$ -	$ -	$ 118,500
Contingencies	$ -	$ 1,200,000	$ -	$ -	$ -	$ -	$ -	$ 1,200,000
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ 1,400,000	$ 9,376,500	$ -	$ -	$ -	$ -	$ -	$ 10,776,500
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
25-00-4085	*WATER IMPACT FEES*	$ -	$ 10,776,500	$ -	$ -	$ -	$ -	$ -	$ 10,776,500
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 10,776,500	$ -	$ -	$ -	$ -	$ -	$ 10,776,500
EXPENDITURE									
25-31-8654	*TERMINUS PUMP STATION & GST*	$ -	$ 10,776,500	$ -	$ -	$ -	$ -	$ -	$ 10,776,500
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 10,776,500	$ -	$ -	$ -	$ -	$ -	$ 10,776,500

Note: All amounts are shown in current dollars

FY25 – FY27
& BEYOND

CAPITAL IMPROVEMENTS PROGRAM

LONG RANGE FUNDING NEEDS

CITY OF LEANDER, TEXAS
CAPITAL IMPROVEMENT PROGRAM - BY TYPE AND FUNDING SOURCE
LONG-RANGE (FY25 - FY27 AND BEYOND)

MUNICIPAL LONG-RANGE CIP		PRIOR TO FY25 FUNDING	FY25	FY26	FY27	LONG-RANGE FY25 - FY27	BEYOND - FY27
PROJECT #	PROJECT DESCRIPTION		YEAR 3	YEAR 4	YEAR 5	TOTAL	TOTAL
		-	-	-	-	-	-
		-	-	-	-	-	-
TOTAL		-	-	-	-	-	-

PARKS AND RECREATION LONG-RANGE CIP		PRIOR TO FY25 FUNDING	FY25	FY26	FY27	LONG-RANGE FY25 - FY27	BEYOND - FY27
PROJECT #	PROJECT DESCRIPTION		YEAR 3	YEAR 4	YEAR 5	TOTAL	TOTAL
		-	-	-	-	-	-
		-	-	-	-	-	-
TOTAL		-	-	-	-	-	-

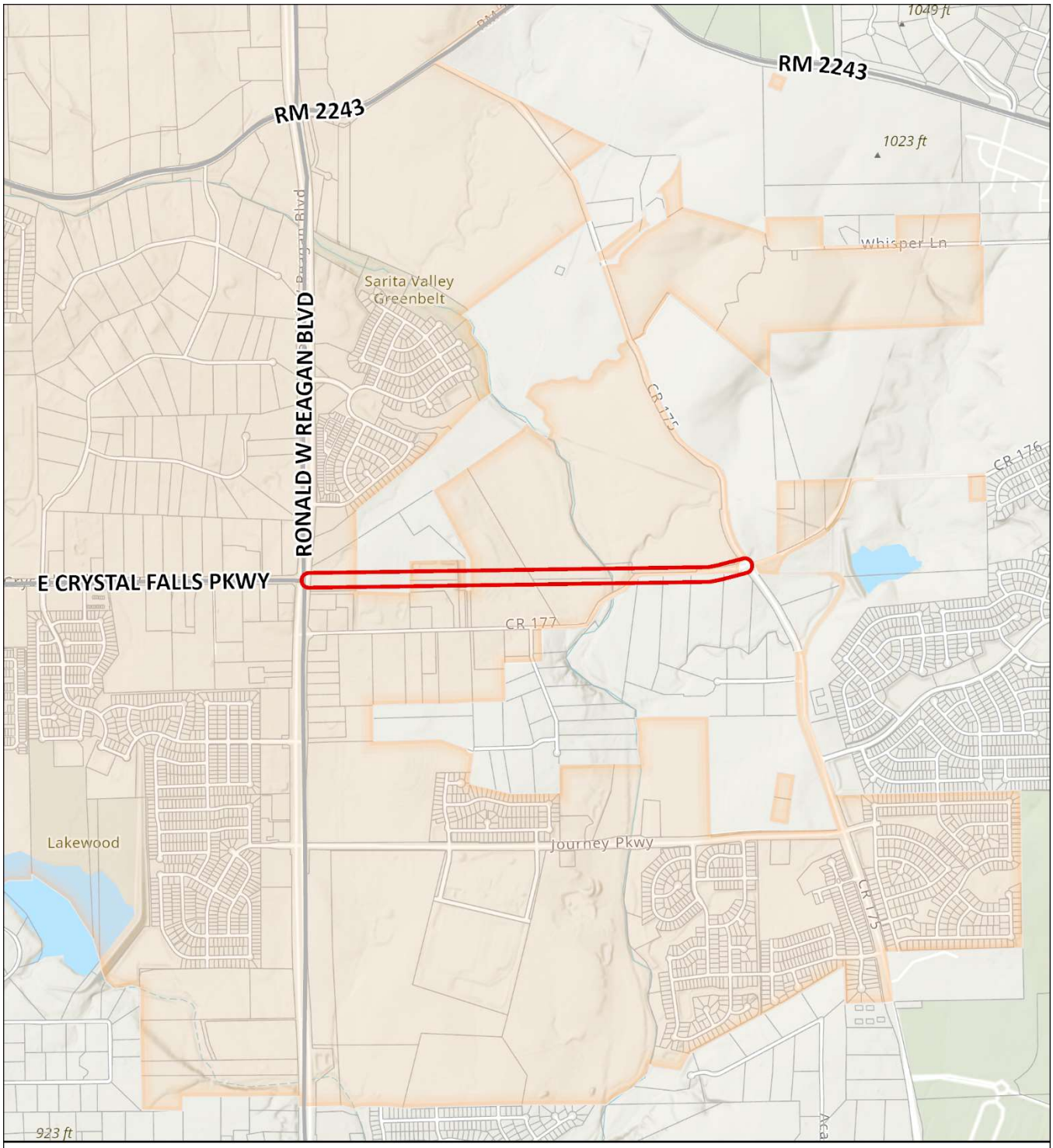
TRANSPORTATION LONG-RANGE CIP		PRIOR TO FY25 FUNDING	FY25	FY26	FY27	LONG-RANGE FY25 - FY27	BEYOND - FY27
PROJECT #	PROJECT DESCRIPTION		YEAR 3	YEAR 4	YEAR 5	TOTAL	TOTAL
T.62	Bagdad Road Corridor Study	-	500,000	-	-	500,000	-
T.63	Crystal Falls Parkway East Extension to County Road 175	-	5,260,000	-	13,440,000	18,700,000	-
T.73	Bagdad Road Improvements - Collaborative Way to County Road 281	-	4,415,000	11,170,000	10,100,000	25,685,000	-
		-	-	-	-	-	-
TOTAL		-	4,415,000	11,170,000	10,100,000	25,685,000	-

STORMWATER LONG-RANGE CIP		PRIOR TO FY25 FUNDING	FY25	FY26	FY27	LONG-RANGE FY25 - FY27	BEYOND - FY27
PROJECT #	PROJECT DESCRIPTION		YEAR 3	YEAR 4	YEAR 5	TOTAL	TOTAL
		-	-	-	-	-	-
		-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-

WASTEWATER LONG-RANGE CIP		PRIOR TO FY25 FUNDING	FY25	FY26	FY27	LONG-RANGE FY25 - FY27	BEYOND - FY27
PROJECT #	PROJECT DESCRIPTION		YEAR 3	YEAR 4	YEAR 5	TOTAL	TOTAL
WW.25	South Brushy Creek WW Interceptor Improvements	500,000	-	-	3,000,000	3,000,000	-
WW.37	North Brushy Creek Interceptor Improvements - Seg. 2	500,000	-	2,700,000	-	2,700,000	-
WW.38	North Brushy Creek Interceptor Improvements - Seg. 3	500,000	-	2,700,000	-	2,700,000	-
WW.41	North Brushy Creek Interceptor Improvements - Phase 2	500,000	3,300,000	-	-	3,300,000	-
TOTAL		2,000,000	3,300,000	5,400,000	3,000,000	11,700,000	-

WATER LONG-RANGE CIP		PRIOR TO FY25 FUNDING	FY25	FY26	FY27	LONG-RANGE FY25 - FY27	BEYOND - FY27
PROJECT #	PROJECT DESCRIPTION		YEAR 3	YEAR 4	YEAR 5	TOTAL	TOTAL
W.45	San Gabriel Parkway West - Booster Pump Station and Mains	500,000	-	-	3,500,000	3,500,000	-
W.46	Ronald Reagan Tank and Booster Pump Station - Phase 1	7,300,000	9,388,000	8,295,000	-	17,683,000	-
TOTAL		500,000	-	-	3,500,000	3,500,000	-

PROJECTED FUNDS NEEDED		FY25	FY26	FY27	LONG-RANGE FY25 - FY27	BEYOND - FY27
		YEAR 3	YEAR 4	YEAR 5	TOTAL	TOTAL
TOTAL FUNDS ANTICIPATED PER FUTURE FISCAL YEAR		7,715,000	16,570,000	16,600,000	40,885,000	-



CIP Program

T.63- Crystal Falls Parkway East Extension to County Road 175

Transportation Projects
- T.63

- Leander City Limits
- Parcels (WCAD)

0 2,000 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.63
PROJECT TITLE	Crystal Falls Parkway East Extension to County Road 175
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Includes procurement of land, surveying, design, and construction of the extension of Crystal Falls Parkway, eastward from Ronald W. Reagan Boulevard to County Road 175. Per the 2020 Transportation Master Plan, the road extension is to be a four (4) lane divided arterial, with multiple bridges, and traffic signals, as needed.

Location	Crystal Falls Parkway East
Limits From/To:	From Ronald W. Reagan Boulevard, eastward to County Road 175

Schedule	**Start**	**End**
Design Phase	FY25	FY26
ROW/Esmt Acq.	FY25	FY26
Construction	FY27	FY28

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

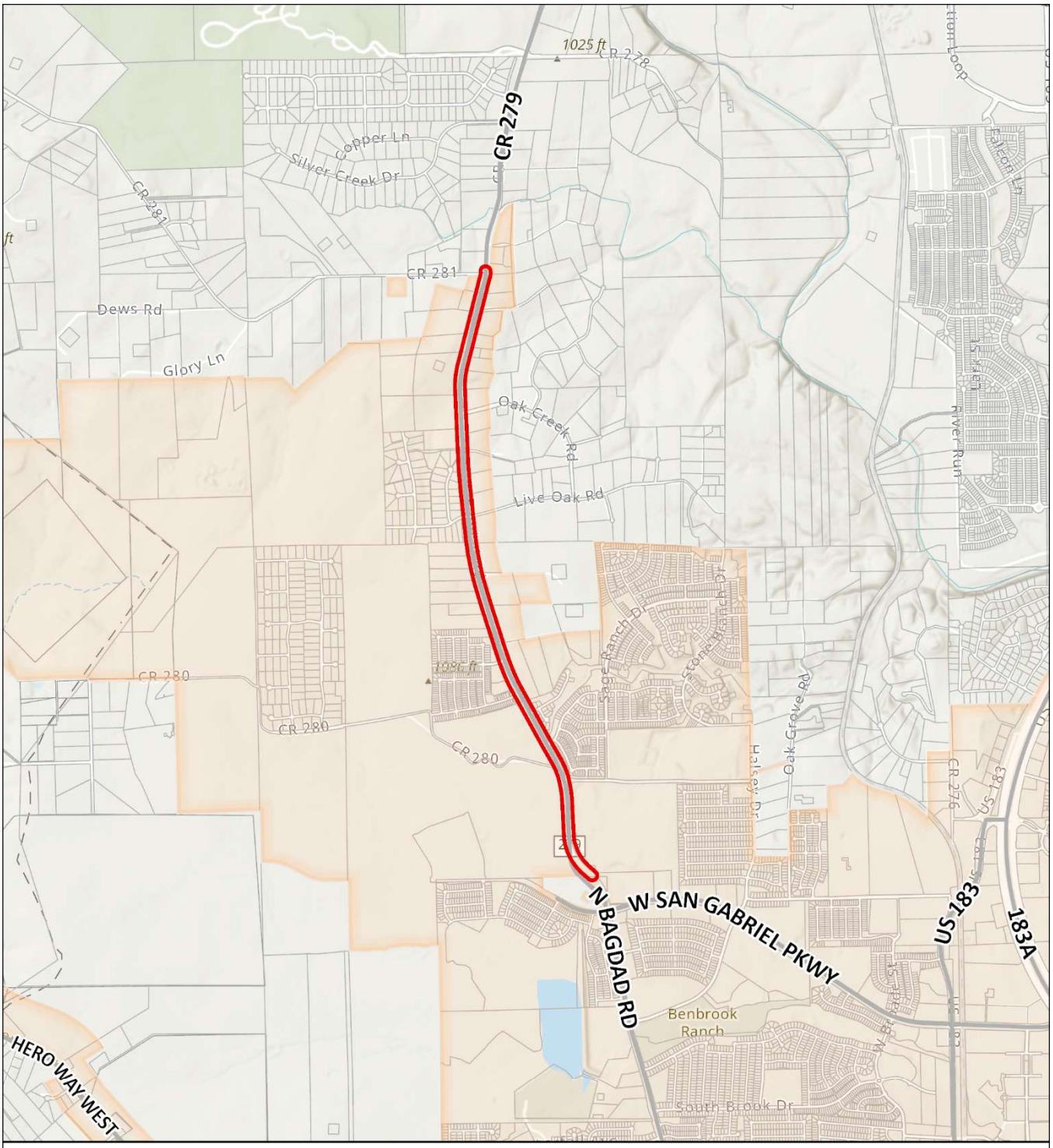
PROJECT NEED/BENEFITS

The expansion and growth on the east side of Leander has outgrown the existing transportion routes, which thereby limits any future growth and development to the southeast. The extension of Crystal Falls Parkway, as noted in the 2020 Transportation Master Plan, is an important arterial for connecting southeast Leander to the city proper.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ -	$ -	$ 1,440,000	$ -	$ -	$ -	$ 1,440,000
Construction	$ -	$ -	$ -	$ -	$ -	$ 9,600,000	$ -	$ 9,600,000
Management	$ -	$ -	$ -	$ -	$ -	$ 480,000	$ -	$ 480,000
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ 1,440,000	$ -	$ 1,440,000
Contingencies	$ -	$ -	$ -	$ -	$ -	$ 1,920,000	$ -	$ 1,920,000
Other (ROW)	$ -	$ -	$ -	$ 3,820,000	$ -	$ -	$ -	$ 3,820,000
Total Estimated Cost	$ -	$ -	$ -	$ 5,260,000	$ -	$ 13,440,000	$ -	$ 18,700,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Funding Source									
Account No.	**Fund**								
TBD	*TBD*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EXPENDITURE									
TBD	*TBD*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Note: All amounts are shown in current dollars



CIP Program

T.73- Bagdad Road Improvements - Collaborative Way to County Road 281

Transportation Projects

- T.73

- Leander City Limits
- Parcels (WCAD)
- Parcels (TCAD)

0 3,000 Feet

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.73
PROJECT TITLE	Bagdad Road Improvements - Collaborative Way to County Road 281
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:
Includes ROW procurement, surveying, design, and construction of improvements and widening of Bagdad Road between Collaborative Way and County Road 281, to a four (4) lane arterial road.

Location	North Bagdad Road
Limits From/To:	From Collaborative Way to County Road 281

Schedule	**Start**	**End**
Design Phase	FY25	FY25
ROW/Esmt Acq.	FY25	FY26
Construction	FY26	FY28

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☐ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☑ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

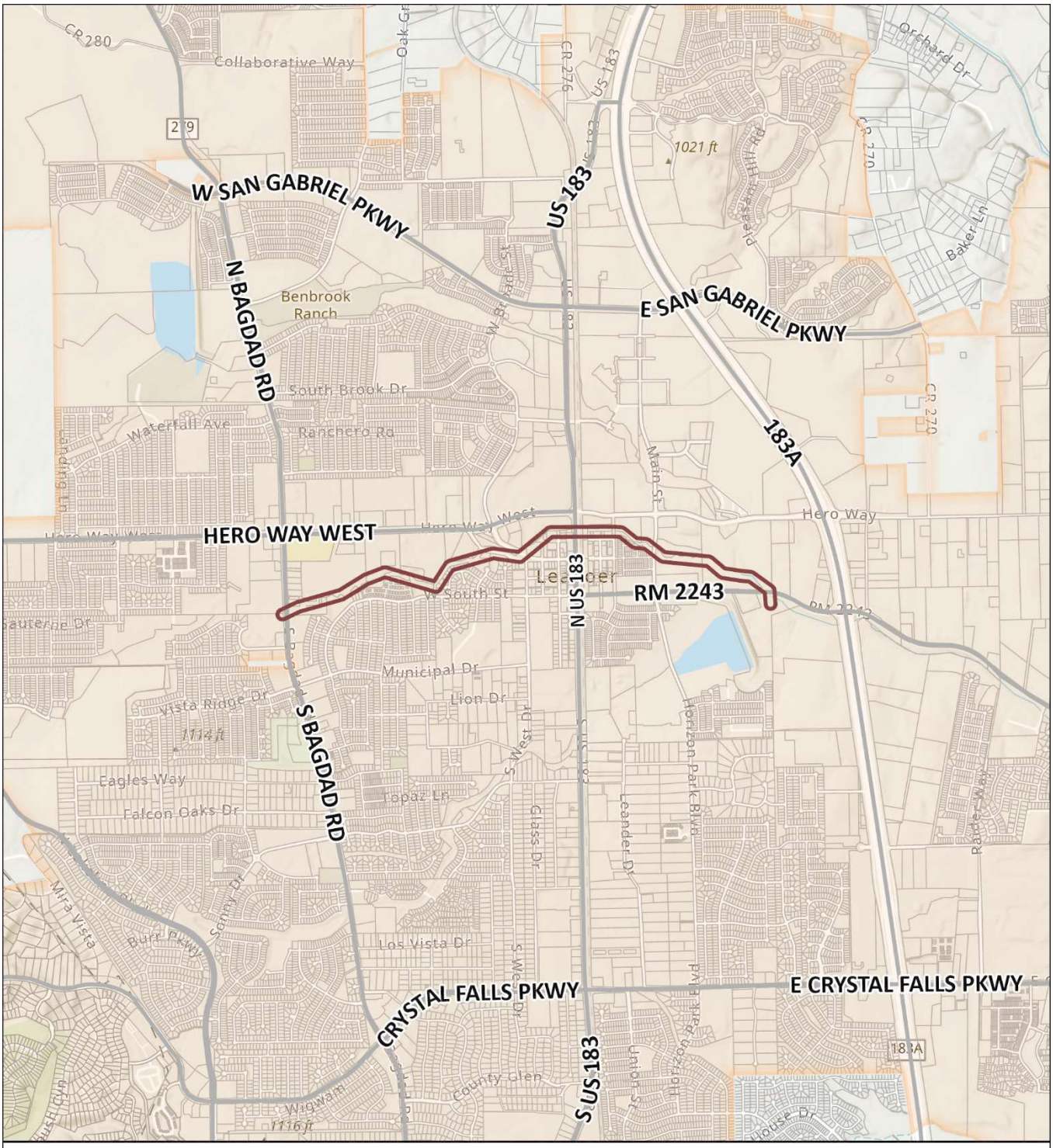
PROJECT NEED/BENEFITS

Williamson County is going to widen Bagdad Road from County Road 281 to the City of Liberty Hill. Our project will widen Bagdad Road to a four (4) lane arterial road, from the County's improvements at County Road 281, south to Collaborative Way, where Bagdad Road is already a five (5) lane arterial road. With all the growth to the north, these roadway improvements are necessary to alleviate traffic congestion and provide for safer roads.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ -	$ -	$ 1,962,000	$ -	$ -	$ -	$ 1,962,000
Construction	$ -	$ -	$ -	$ -	$ 8,550,000	$ 7,800,000	$ -	$ 16,350,000
Management	$ -	$ -	$ -	$ -	$ 430,000	$ 390,000	$ -	$ 820,000
Inspection/Testing	$ -	$ -	$ -	$ -	$ 860,000	$ 780,000	$ -	$ 1,640,000
Contingencies	$ -	$ -	$ -	$ -	$ 1,330,000	$ 1,130,000	$ -	$ 2,460,000
Other (ROW)	$ -	$ -	$ -	$ 2,453,000	$ -	$ -	$ -	$ 2,453,000
Total Estimated Cost	$ -	$ -	$ -	$ 4,415,000	$ 11,170,000	$ 10,100,000	$ -	$ 25,685,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Funding Source									
Account No.	**Fund**								
TBD	*TBD*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EXPENDITURE									
TBD	*TBD*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Note: All amounts are shown in current dollars



CIP Program

WW.25- South Brushy Creek WW Interceptor Improvements

Wastewater Projects

WW.25

Leander City Limits

Parcels (WCAD)

0 1,000 2,000 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.25
PROJECT TITLE	South Brushy Creek WW Interceptor Improvements
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Per the 2018 Wastewater Master Plan, the wastewater interceptor, which collects all the wastewater within the region of the South Brushy Creek basin, needs to be increased in diameter to meet the demands of greater loads.

Location	Along South Brushy Creek
Limits From/To:	From Bagdad Road to RM 2243 Wastewater Treatment Plant (WWTP)

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	TBD	TBD
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

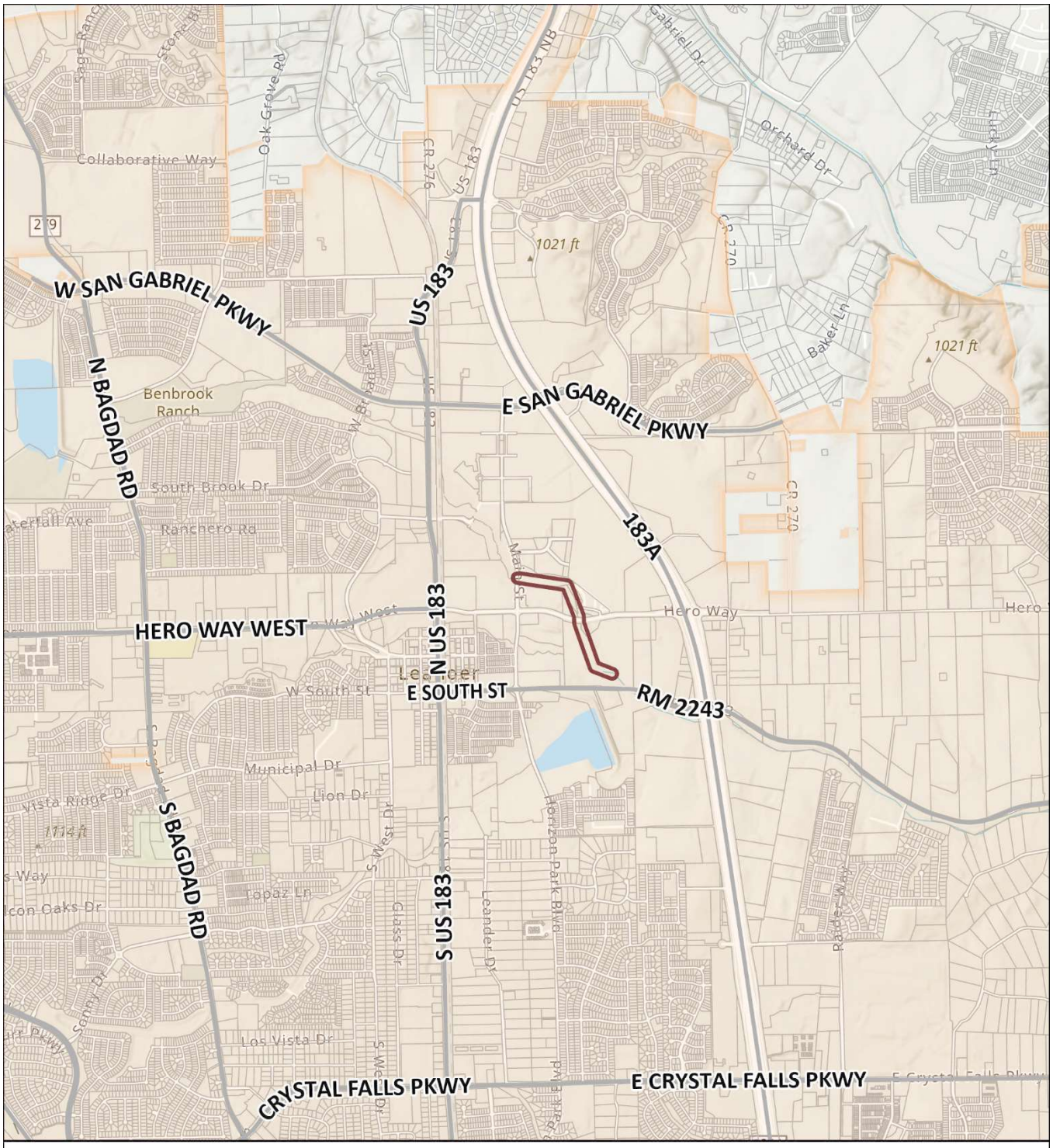
PROJECT NEED/BENEFITS

To comply with Texas Commission on Environmental Quality (TCEQ) and provide correct volumetric flow to the wastewater treatment plant (WWTP) on RM 2243, based on flows measured in 2008, which determined that the size and capacity of the existing wastewater pipe would be inadequate for projected flows by 2025.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Construction	$ -	$ -	$ -	$ -	$ -	$ 3,000,000	$ -	$ 3,000,000
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (easements)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 500,000	$ -	$ -	$ -	$ 3,000,000	$ -	$ 3,500,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
EXPENDITURE									
27-03-8702	*BRUSHY CREEK WW INTERCEPT*	$ -	$ 500,000	$ -	$ -	$ -	$ 3,000,000	$ -	$ 3,500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 500,000	$ -	$ -	$ -	$ 3,000,000	$ -	$ 3,500,000

Note: All amounts are shown in current dollars



CIP Program

WW.37- North Brushy Creek Interceptor Improvements - Seg. 2

Wastewater Projects

WW.37

Leander City Limits

Parcels (WCAD)

0 1,000 2,000 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.37
PROJECT TITLE	North Brushy Creek WW Interceptor Improvements - Seg. 2
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Per the 2018 Wastewater Master Plan, the wastewater interceptor, which collects all the wastewater within the region of the North Brushy Creek basin, needs to be increased in diameter to meet the demands of greater loads.

Location	Along North Brushy Creek
Limits From/To:	From Main Street (Mel Mathis) southward to RM 2243

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	TBD	TBD
Construction	FY27	FY27

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

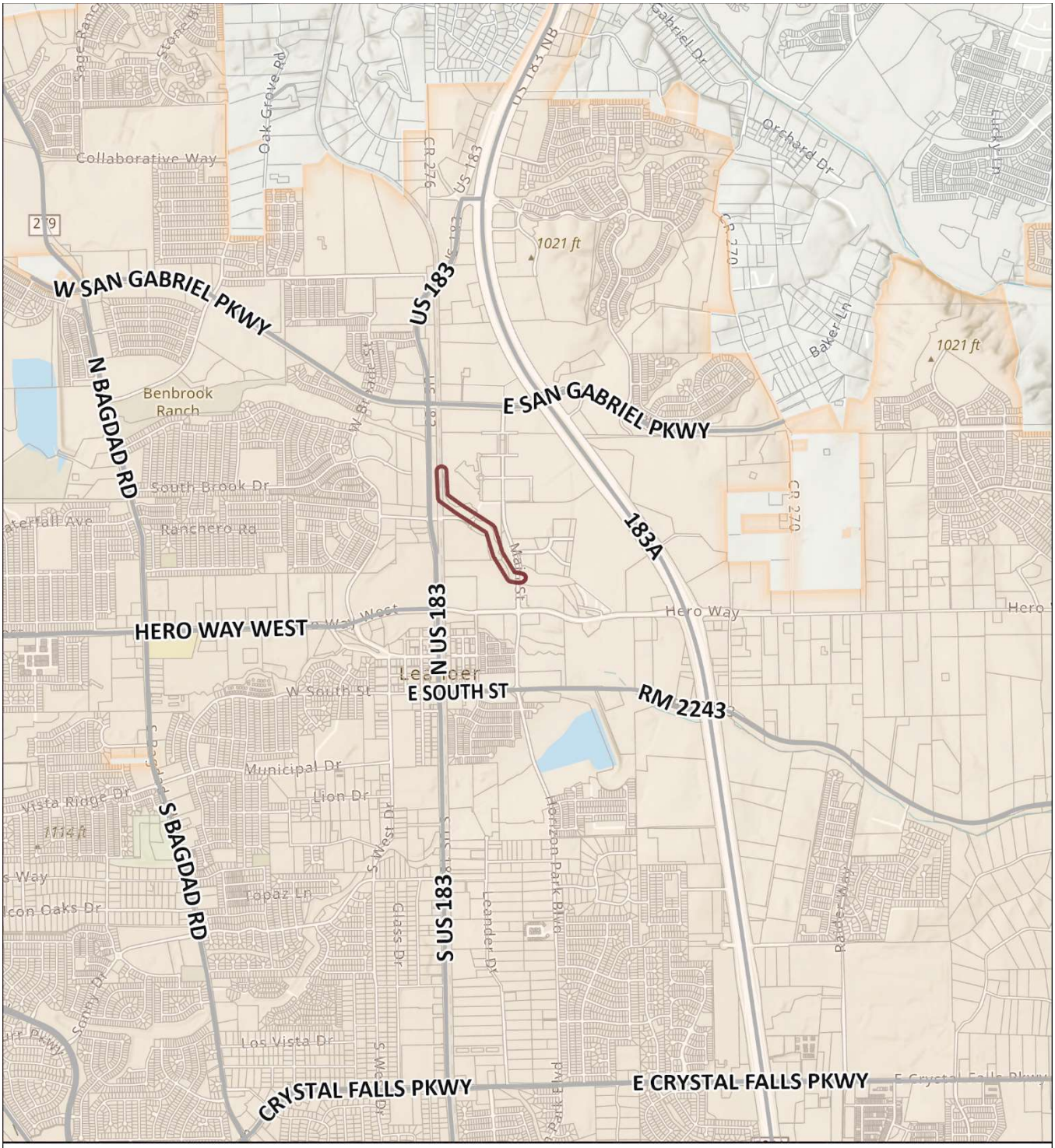
PROJECT NEED/BENEFITS

To comply with Texas Commission on Environmental Quality (TCEQ) and provide correct volumetric flow to the wastewater treatment plant (WWTP) on RM 2243, based on flows measured in 2008, which determined that the size and capacity of the existing wastewater pipe would be inadequate for projected flows by 2025.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Construction	$ -	$ -	$ -	$ -	$ 2,700,000	$ -	$ -	$ 2,700,000
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 500,000	$ -	$ -	$ 2,700,000	$ -	$ -	$ 3,200,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
EXPENDITURE									
27-03-8707	*N. BRUSHY INTERCEPTOR*	$ -	$ 500,000	$ -	$ -	$ 2,700,000	$ -	$ -	$ 3,200,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 500,000	$ -	$ -	$ 2,700,000	$ -	$ -	$ 3,200,000

Note: All amounts are shown in current dollars



CIP Program

WW.38- North Brushy Creek Interceptor Improvements - Seg. 3

0 1,000 2,000 Feet

Wastewater Projects

WW.38

Leander City Limits

Parcels (WCAD)

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.
No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use, or misuse of the information herein provided.

City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.38
PROJECT TITLE	North Brushy Creek WW Interceptor Improvements - Seg. 3
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Per the 2018 Wastewater Master Plan, the wastewater interceptor, which collects all the wastewater within the region of the North Brushy Creek basin, needs to be increased in diameter to meet the demands of greater loads.

Location	Along North Brushy Creek
Limits From/To:	From US Hwy 183 southward to Main Street (Mel Mathis)

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	TBD	TBD
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

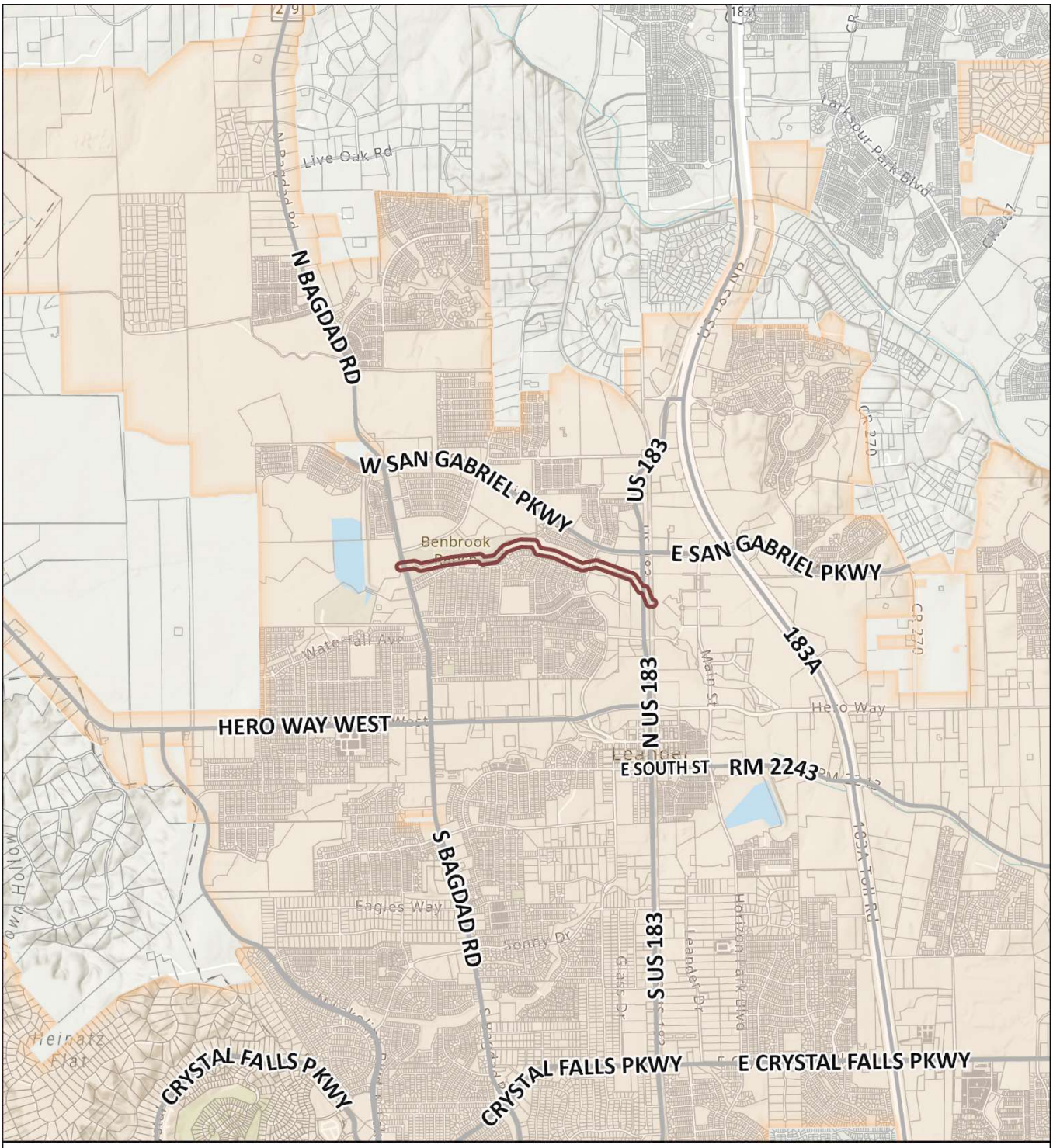
PROJECT NEED/BENEFITS

To comply with Texas Commission on Environmental Quality (TCEQ) and provide correct volumetric flow to the wastewater treatment plant (WWTP) on RM 2243, based on flows measured in 2008, which determined that the size and capacity of the existing wastewater pipe would be inadequate for projected flows by 2025.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Construction	$ -	$ -	$ -	$ -	$ 2,700,000	$ -	$ -	$ 2,700,000
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 500,000	$ -	$ -	$ 2,700,000	$ -	$ -	$ 3,200,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
EXPENDITURE									
27-03-8707	*N. BRUSHY INTERCEPTOR*	$ -	$ 500,000	$ -	$ -	$ 2,700,000	$ -	$ -	$ 3,200,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 500,000	$ -	$ -	$ 2,700,000	$ -	$ -	$ 3,200,000

Note: All amounts are shown in current dollars



CIP Program

WW.41 - North Brushy Creek Interceptor Improvements - Phase 2

0 1,0002,000 Feet

Wastewater Projects

WW.41

Leander City Limits

Parcels (WCAD)

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.41
PROJECT TITLE	North Brushy Creek WW Interceptor Improvements - Phase 2
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Per the 2018 Wastewater Master Plan, the wastewater interceptor, which collects all the wastewater within the region of the North Brushy Creek basin, needs to be increased in diameter to meet the demands of greater loads.

Location	Along North Brushy Creek
Limits From/To:	From Bagdad Road eastward to US Hwy 183

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	TBD	TBD
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☐ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

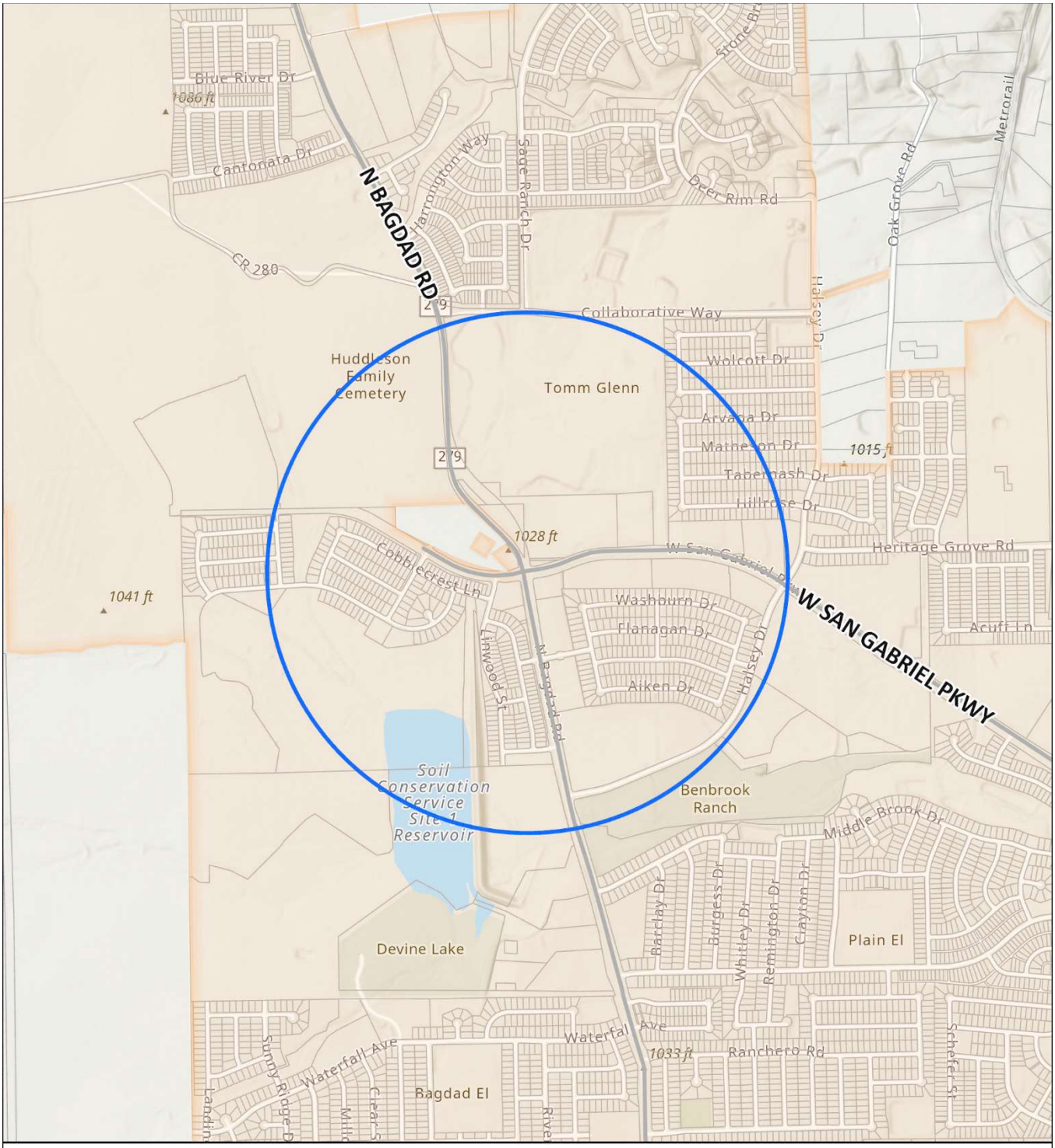
PROJECT NEED/BENEFITS

To comply with Texas Commission on Environmental Quality (TCEQ) and provide correct volumetric flow to the wastewater treatment plant (WWTP) on RM 2243, based on flows measured in 2008, which determined that the size and capacity of the existing wastewater pipe would be inadequate for projected flows by 2025.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
Construction	$ -	$ -	$ -	$ 3,300,000	$ -	$ -	$ -	$ 3,300,000
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ 500,000	$ -	$ 3,300,000	$ -	$ -	$ -	$ 3,800,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
EXPENDITURE									
27-03-8707	*N. BRUSHY INTERCEPTOR*	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ 500,000

Note: All amounts are shown in current dollars



CIP Program

W.45- San Gabriel Parkway West - Booster Pump Station and Mains

N W E S

0 750 1,500 Feet

Water Projects

W.45

Leander City Limits

Parcels (WCAD)

City of Leander Geographic Information Systems

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CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	W.45
PROJECT TITLE	San Gabriel Parkway West - Booster Pump Station and Mains
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Due to the increased demands in the 1252 Zone pressure plane and large capacity of flow from the Regional Water Treatment Plant (WTP), a 7,000 GPM (gallons per minute) pump station is required to send flow from the 1200 Zone pressure plane to the 1252 Zone pressure plane via the San Gabriel Parkway water line. Additionally, an 18-inch main parallel to the existing 24-inch main within San Gabriel Parkway is required for the increased flow. This is to be constructed in two phases.

Location	Near or adjacent to the San Gabriel Parkway and North Bagdad Road intersection
Limits From/To:	Within a one-half (1/2) mile radius of the San Gabriel Parkway and North Bagdad Road intersection

Schedule	**Start**	**End**
Design Phase	FY24	FY25
ROW/Esmt Acq.	FY24	FY25
Construction	FY27	FY29

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

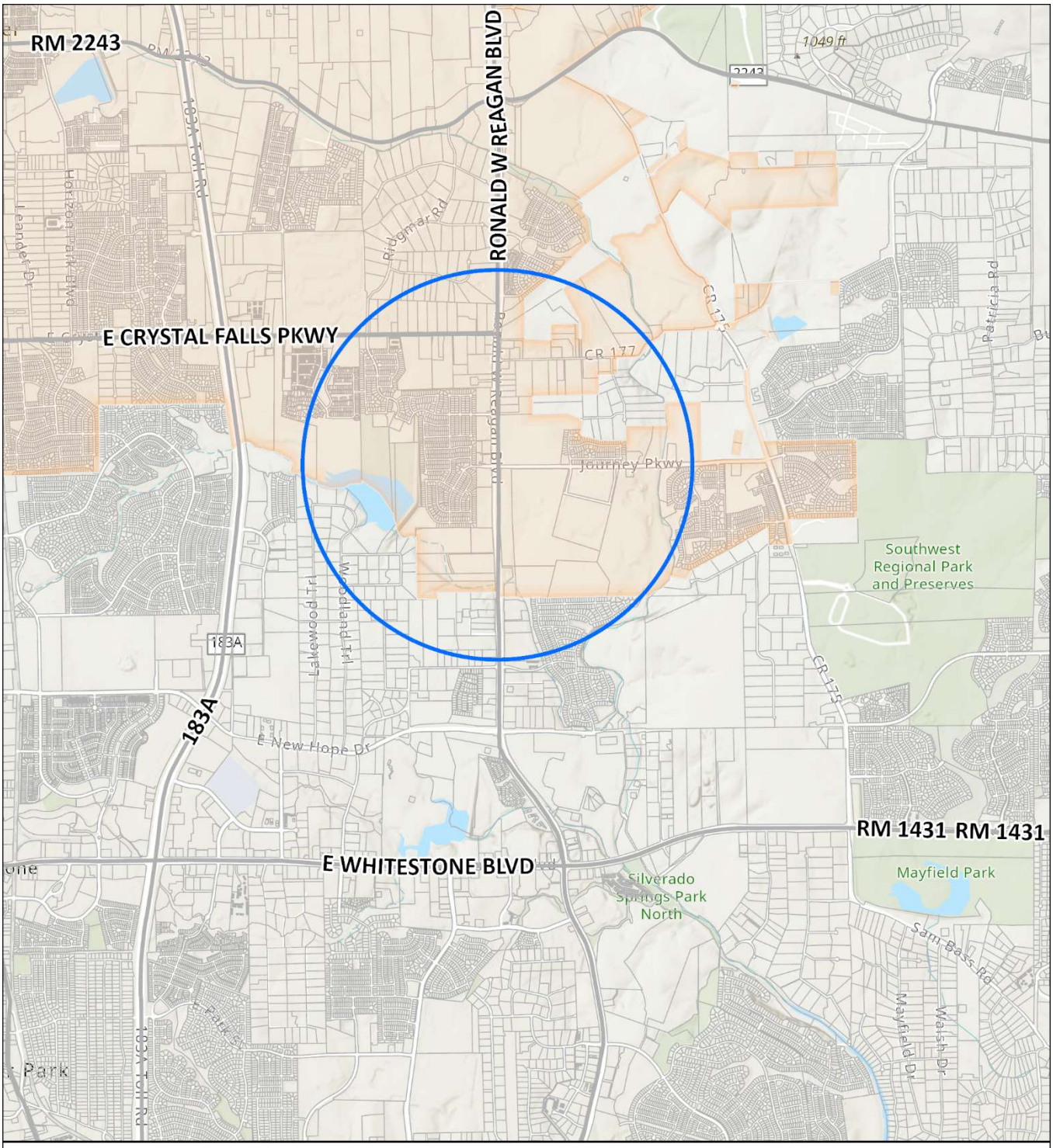
PROJECT NEED/BENEFITS

This project is required to take more water from the Regional WTP as delivered by the San Gabriel East Pump Station and to provide sufficient water supply to northwestern Leander.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000
Construction	$ -	$ -	$ -	$ -	$ -	$ 3,500,000	$ 5,500,000	$ 9,000,000
Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inspection/Testing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ -	$ -	$ 500,000	$ -	$ -	$ 3,500,000	$ 5,500,000	$ 9,500,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
TBD	*TBD*	$ -	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000
EXPENDITURE									
TBD	*TBD*	$ -	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000

Note: All amounts are shown in current dollars



CIP Program

W.46- Ronald Reagan Tank and Booster Pump Station - Phase 1

Water Projects
- W.46

Leander City Limits
Parcels (WCAD)

0 4,000 Feet

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City of Leander Geographic Information Systems

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	W.46
PROJECT TITLE	Ronald Reagan Tank and Booster Pump Station - Phase 1
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Construct new ground storage and a pump station to increase and control flows from the BCRUA (Brushy Creek Regional Utility Authority) at the Ronald W. Reagan Boulevard corridor. Phase 1 includes a 2.5 MG (Million Gallon) ground storage tank (GST) and the initial phase (~17.5 MGD) of the pump station. Ultimate build-out will include a second 2.5 MG ground storage tank and build-out of the pump station to 30 to 35 MGD (Million Gallons per Day).

This project requires finding and purchasing property and ROW.

Location	Near or adjacent to the intersection of Ronald W. Reagan Boulevard and Journey Parkway
Limits From/To:	Within one (1) mile radius from Ronald W. Reagan Boulevard and Journey Parkway intersection

Schedule	**Start**	**End**
Design Phase	FY23	FY24
ROW/Esmt Acq.	FY23	FY23
Construction	FY25	FY26

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

PROJECT NEED/BENEFITS

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.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ 1,000,000	$ -	$ 500,000	$ -	$ -	$ -	$ 1,500,000
Construction	$ -	$ -	$ -	$ 7,500,000	$ 7,000,000	$ -	$ -	$ 14,500,000
Management	$ -	$ -	$ -	$ 112,500	$ 105,000	$ -	$ -	$ 217,500
Inspection/Testing	$ -	$ -	$ -	$ 150,000	$ 140,000	$ -	$ -	$ 290,000
Contingencies	$ -	$ -	$ -	$ 1,125,000	$ 1,050,000	$ -	$ -	$ 2,175,000
Other (land purchase)	$ -	$ 6,300,000	$ -	$ -	$ -	$ -	$ -	$ 6,300,000
Total Estimated Cost	$ -	$ 7,300,000	$ -	$ 9,387,500	$ 8,295,000	$ -	$ -	$ 24,982,500
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY26	Future	Total
Funding Source									
Account No.	**Fund**								
25-00-4085	*Water Impact Fees*	$ -	$ 7,300,000	$ -	$ -	$ -	$ -	$ -	$ 7,300,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues		$ -	$ 7,300,000	$ -	$ -	$ -	$ -	$ -	$ 7,300,000
EXPENDITURE									
25-31-8625	*Reagan GST/Booster Station*	$ -	$ 7,300,000	$ -	$ -	$ -	$ -	$ -	$ 7,300,000
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures		$ -	$ 7,300,000	$ -	$ -	$ -	$ -	$ -	$ 7,300,000

Note: All amounts are shown in current dollars

CIP – ENGINEERING
CITY OF LEANDER
201 N. Brushy St
Leander, TX 78641
(512) 528-2766 Main
(512) 690-2227 Fax
Leandertx.gov

AGENDA ITEM # 40

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Discuss and consider action on a Resolution nominating a qualified individual as a representative member of the Board of Directors of the Travis Central Appraisal District.

BACKGROUND:

The City of Leander is a member of the Travis Central Appraisal District and may nominate qualified individuals to serve on the Board of Directors. Members serve two (2)-year staggered terms. To be eligible, an individual must be a resident of Travis County and have resided in the District for at least two (2) years immediately preceding the date he/she takes office. Nominations are due on or before October 21, 2022. On or before November 4, 2022, the Chief Appraiser will prepare a ballot listing all candidates nominated at which time the City Council may cast its vote. The City's ballot must be returned by December 5, 2022.

Tom Buckle is currently the voting member from western Travis county cities and schools. He is currently the City of Jonestown Mayor Pro Tem. He is eligible for re-election and is willing to continue to serve. More information about TCAD can be found at Travis Central Appraisal District (traviscad.org).

RECOMMENDATION:

No action is required if City Council does not have a nomination to recommend. If Council wants more time to consider and desires to put this item back on the October 20 meeting to consider potential nominations, it may do so.

PRESENTER:

Robert Powers, Executive Director of Finance

Attachments

1. TCAD Nomination letter
2. Current TCAD Board

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
JAMES VALADEZ
CHAIRPERSON
THERESA BASTIAN
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER

BOARD MEMBERS
TOM BUCKLE
DEBORAH CARTWRIGHT
BRUCE ELFANT
VIVEK KULKARNI
ELIZABETH MONTOYA
FELIPE ULLOA
BLANCA ZAMORA-GARCIA

MARYA CRIGLER
CHIEF APPRAISER

August 24, 2022

Members of the Board of Directors of the Travis Central Appraisal District serve two year, staggered terms. The term of your current Board member **Tom Buckle** will expire this year. Accordingly, the election of member to the Board must be conducted this fall to select the person who will serve in that capacity for the term beginning January 1, 2023.

To be eligible to serve on the Board of Directors, and individual must be a resident of Travis County and must have resided in the District for at least two years immediately preceding the date he or she takes office. An elected official may be a member of the Board; however, an employee of a taxing jurisdiction may not be a member unless they are also an elected official.

Your jurisdiction is defined to be in the eastern part of the County and eligible to vote. A complete list of those jurisdictions is enclosed. Should you desire to make a nomination to the Board, you must deliver the name of the nominee to the Chief Appraiser in the form of a resolution on or before October 21, 2022.

After nominations have been submitted, on or before November 4, 2022, the Chief Appraiser will prepare a ballot listing all the candidates nominated and deliver a copy of such ballot to the presiding officer of the governing body of each city and school district in western Travis County. The ballot must be returned to the Chief Appraiser by December 5, 2022.

On or before December 16, 2022 the Chief Appraiser will count the votes by such cities and school districts, declare the results thereof, and submit the same to the governing bodies of each city and school district, and to each of the candidates nominated by such cities and school districts. In the event of a tie vote, according to the Property Tax Code, it will be resolved by a method of chance by the Chief Appraiser.

If you desire to submit a nomination, please do so by October 21, 2022 in the form of a resolution to the following address:

Marya Crigler
Travis Central Appraisal District
P.O. Box 149012
Austin, TX 78714-9012

If you have any questions, please feel free to call me at (512) 834-9317, ext. 337.

Sincerely,
Marya Crigler
Chief Appraiser
Travis Central Appraisal District

Representation	Jurisdiction	Presiding Officer
WEST	CITY OF CEDAR PARK	THE HONORABLE CORBIN VAN ARSDALE, MAYOR
WEST	CITY OF JONESTOWN	THE HONORABLE PAUL JOHNSON, MAYOR
WEST	CITY OF LAGO VISTA	THE HONORABLE ED TIDWELL, MAYOR
WEST	CITY OF LAKEWAY	THE HONORABLE TOM KILGORE, MAYOR
WEST	CITY OF LEANDER	THE HONORABLE CHRISTINE SEDERQUIST, MAYOR
WEST	CITY OF ROLLINGWOOD	THE HONORABLE MICHAEL R. DYSON, MAYOR
WEST	CITY OF WEST LAKE HILLS	THE HONORABLE LINDA ANTHONY, MAYOR
WEST	DRIPPING SPRINGS ISD	MARY JANE HETRICK, PRESIDENT
WEST	EANES ISD	JOHN HAVENSTRITE, PRESIDENT
WEST	HAYS CONSOLIDATED ISD	VANESSA PETREA, PRESIDENT
WEST	JOHNSON CITY ISD	SHELLEY WENMOHS, PRESIDENT
WEST	LAGO VISTA ISD	DAVID SCOTT, PRESIDENT
WEST	LAKE TRAVIS ISD	JOHN AOUEILLE, PRESIDENT
WEST	LEANDER ISD	TRISH BODE, PRESIDENT
WEST	MARBLE FALLS ISD	KEVIN NAUMANN, PRESIDENT
WEST	VILLAGE OF BRIARCLIFF	THE HONORABLE AL HOSTETLER, MAYOR
WEST	VILLAGE OF POINT VENTURE	THE HONORABLE ERIC LOVE, MAYOR
WEST	VILLAGE OF THE HILLS	THE HONORABLE GREG WHARTON, MAYOR
WEST	VILLAGE OF VOLENTE	THE HONORABLE DAN THOST, MAYOR

TRAVIS CENTRAL APPRAISAL DISTRICT

2022 BOARD OF DIRECTORS

James Valadez
Chair
Travis County
Expires 12/31/22

Theresa Bastian
Vice-Chair
Austin ISD
Expires 12/31/23

Nicole Conley
Secretary/Treasurer
City of Austin
Expires 12/31/22

Debbie Cartwright
Austin ISD
Expires 12/31/22

Felipe Ulloa
City of Austin/Austin ISD
Expires 12/31/22

Tom Buckle
Western Travis County
Expires 12/31/22

Bruce Elfant
Travis County Tax Assessor Collector
Permanent

AGENDA ITEM # 41

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Discuss and consider action on a petition submitted by the Leander Law Enforcement Association pursuant to Texas Local Government Code Section 142.053 requesting recognition as sole and exclusive bargaining agent for police officers excluding the head of the department and exempt employees.

BACKGROUND:

Pursuant to the Texas Local Government Code Section 142.053 a petition must be submitted signed by majority, excluding head of agency and exempt employees, that requests recognition as sole and exclusive bargaining agent. Once the petition is submitted City Council can order Association certification election, grant recognition without conducting election, or defer granting recognition and order election by citizens.

An election ordered by citizens must be held as part of the next regularly scheduled general election for municipal officials. The next regularly scheduled general election for municipal officials will be held in May 2024.

PRESENTER:

David Wilson, Leander Law Enforcement Association

Attachments

1. Police Officers Association Petition

RECEIVED 4 pages
SEP 27 2022 -4:41 pm
DCrabtree

PETITION

A Petition Requesting Recognition of Bargaining Agent Pursuant to Local Government Code Chapter 142 for the Police Officers of the City of Leander, Texas

TO THE MAYOR AND CITY COUNCIL, CITY OF LEANDER, TEXAS:

In accordance with Texas Local Gov't Code 142.053, the qualified police officers of the City of Leander, Texas, whose signatures appear below, petition you to recognize the Leander Law Enforcement Association as the sole and exclusive bargaining agent for the Police Officers in the City of Leander, Texas, excluding the head of the department and excluding the exempt employees.

Each of the undersigned states that he or she personally signed this petition; that he or she has not signed any other petition for the same measure; that he or she is a qualified police officer currently employed by the City of Leander, Texas Police Department; and that he or she has read the said petition and understands the same, which petition is a part hereof.

	SIGNATURE	PRINTED NAME	DATE SIGNED
1.	K Salt #1316	Kya Salt	8/30/22
2.	[illegible] #1236	Mark Pacheco	8/30/22
3.	[illegible] #1214	Howard Warren	8/30/22
4.	[illegible] #1246	Robert Batts	8/30/22
5.	J. May #862	Justin May	8/30/22
6.	McFarlin #1383	Andrew McFarlin	8/30/22
7.	[illegible] #1526	Christa Reed	8/30/22
8.	[illegible] #1237	Tyrus Thompson	8/30/22
9.	[illegible]	Colt Price	8-30-22
10.	[illegible] #1393	Kelly Loudenback	8-30-22
11.	Daniel Walsh 1247	Daniel Walsh	8-30-22
12.	[illegible] #1100	Mike Martinez	08/30/22
13.	[illegible] #1392	Xavier Horn	08/30/22
14.	[illegible] #1002	Kaily Davis	8-30-22
15.	[illegible] #1079 T. Glenn	Thomas Glenn	8/30/22
16.	[illegible] 1525	Jack Pliska	08/30/2022
17.	[illegible] 1064	JOHN VANN	8/30/22
18.	[illegible] #1 ab	Richard Graham	8/31/2022
19.	[illegible] #1 MC	ADAM GARDNER	8/31/2022
20.	[illegible]	Jason York	8/31/22
21.	[illegible]	Michael Silva	8/31/22
22.	[illegible]	Aurora Grimes	8/31/22
23.	[illegible]	Sylvia Blaum	8/31/2022
24.	[illegible] #787	BOBBY AMIDON	8/31/22

	SIGNATURE	PRINTED NAME	DATE SIGNED
25.	304	Carlos Villarreal	8/31/2022
26.		Allan Jones	8/31/2022
27.		ANTHONY MAYBERRY	8/31/2022
28.		JEROD KOSTECKA	8/31/2022
29.		Shannon Lalonde	8/31/2022
30.	#846	John Carnley	08/31/2022
31.		Julian Valdez	08/31/2022
32.		Kimberly Smith	08/31/2022
33.		Ashley Stewart	08/31/22
34.		Joshua Norden	8/31/22
35.		Casey Young	8/31/22
36.	#953	David Wilson	8/31/22
37.	#544	Steven Ward	8/31/22
38.		Daniel Andrews	8/31/2022
39.		Jinger Fuller	8/31/2022
40.	TBlase	TIFFANY BLASE	8/31/2022
41.		SCOTT ENGSTROM	8/31/2022
42.		ELIZABETH CONRAD	8/31/2022
43.		Marco Solis	8-31-2022

	SIGNATURE	PRINTED NAME	DATE SIGNED
44.	#1346	John C. Kennedy Jr.	08/31/2022
45.		Jake Patterson	08/31/2022
46.		David Fritz	8-31-22
47.		Robert Reed	8-31-22
48.	#562	Christine Messiaen	08/31/22
49.	1176	CALHERY LOPEZ	8/31/22
50.		Aaron George	8/31/22
51.		Connor Alvarez	8/31/22
52.		Benito Arredondo	8/31/22
53.		Ryan Doyle	9/1/22
54.	#1236	TY STRYKER	9/1/22
55.	# 455	BRUCE TRECIAK	9/1/22
56.	#1349	Brian Johns	9/1/22
57.	#956	CARLOS GONZALEZ	9.13.22
58.			
59.			
60.			
61.			
62.			
63.			
64.			
65.			
66.			

#53

AGENDA ITEM # 42

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Discuss and consider action on a petition submitted by the Leander Professional Fire Fighters Association, Local 4298 pursuant to Texas Local Government Code Section 142.153 requesting recognition as sole and exclusive bargaining agent for fire fighters excluding the head of the department and exempt employees.

BACKGROUND:

Pursuant to the Texas Local Government Code Section 142.153 a petition must be submitted signed by majority, excluding head of agency and exempt employees, that requests recognition as sole and exclusive bargaining agent. Once the petition is submitted City Council can order Association certification election, grant recognition without conducting election, or defer granting recognition and order election by citizens.

An election ordered by citizens must be held as part of the next regularly scheduled general election for municipal officials. The next regularly scheduled general election for municipal officials will be held in May 2024.

PRESENTER:

Brad Moore, Leander Professional Fire Fighter Association, Local 4298

Attachments

1. Fire Fighters Association Petition

RECEIVED 9 pages
SEP 27 2022 - 4:36 PM
DCrabtree

Petition Requesting Recognition

Pursuant to TEXAS LOCAL GOVERNMENT CODE §142.103, the undersigned non-exempt fire fighters employed by the City of Leander Fire Department do hereby request recognition and designate the Leander Professional Fire Fighters Association, Local 4298 of the International Association of Fire Fighters as the sole and exclusive bargaining agent for all the firefighters employed by the City of Leander as provided by the statute. Excluding the head of the fire department and exempt employees of the Leander Fire Department

Brad Moore [signature] 542 9-8-22

Printed Name and Employee Number Signature Date

Zane Chumley [signature] 9/8/22 536

Printed Name and Employee Number Signature Date

Alayasia Overfelt [signature] 9/8/22

Printed Name and Employee Number Signature Date

Joe Meadows [signature] 9/8/22 532

Printed Name and Employee Number Signature Date

Jim Kernes [signature] 9-8-22 151

Number Signature Date

Eddie Bailey Eddie Bailey 235 9/8/2022

Printed Name and Employee Number Signature Date

Shane Blake 9-8-22
566

Printed Name and Employee Number Signature Date

Bobby Arnold 9/8/22
484

Printed Name and Employee Number Signature Date

Matt Shapiro 9/8/22
279

Printed Name and Employee Number Signature Date

Keith Tidwell 9/8/22
487

Printed Name and Employee Number Signature Date

Ulyses Sanchez 9/8/22
564

Printed Name and Employee Number Signature Date

Nicholas Popovic 200 9/9/2022

Printed Name and Employee Number Signature Date

Anthony Haynes 9SEP22

Printed Name and Employee Number Signature Date

Josh Margason Josh Margason 9/9/22
497

Printed Name and Employee Number Signature Date

Printed Name	Signature	and Date	Employee Number
Sheldon Allamon	Sheldon	9/8/22	512-913-0298
Carter Robertson		9/9/22	
Jonathan Mighell		9/9/22	533
Keegan Palmer		9/9/22	545
Daniel Donner		9/9/22	393
Clinton Rease		9/9/22	555
Braden Torrez		9/9/22	517
Taylor Gibson		9/9/22	544
Robert Smith		9/9/22	454
Printed Name		and Date	Employee Number

Luke Contreras 9.9.22 549

Printed Name and Employee Number Signature Date

Ty Wade 9-9-22 266

Printed Name and Employee Number Signature Date

Jason Thurman 9/9/2022 256

Printed Name and Employee Number Signature Date

JOE MAYBERRY 9/10/2022 336

Printed Name and Employee Number Signature Date

Matt Hughes 9/10/22 400

Printed Name and Employee Number Signature Date

Jon S. Weatherly 9/10/22 568

Printed Name and Employee Number Signature Date

Chris Gardner 9-10-22 317

Printed Name and Employee Number Signature Date

Brent Carter 9/10/22 469

Printed Name and Employee Number Signature Date

Kolton O'Riley 9/10/22 565

Printed Name and Employee Number Signature Date

Mark Barelski 9-10-22 557

Printed Name and Employee Number Signature Date

Charles Garrison 9-10-22 203

Printed Name and Employee Number Signature Date

Dustin Wobus 9/10/22 530

Printed Name and Employee Number Signature Date

Anthony Rodriguez 9-10-22 458

Printed Name and Employee Number Signature Date

Patrick Huber 9.10-22 496

Printed Name and Employee Number Signature Date

Juan Cadena 9/11/22 548

Printed Name and Employee Number Signature Date

Marc Harris 9/10/22 420

Printed Name and Employee Number Signature Date

Daniel Phillips 9/10/22 488

Printed Name and Employee Number Signature Date

Brandon Sanchez 9/10/22 559

Printed Name and Employee Number Signature Date

Printed Name	Signature	and Date	Employee Number
Kenadee Dolle	Kenadee	09/10/22	519
Canaan Johnson		9/11/2022	541
Scott Kerr		9-11-2022	418
Trevor Staff		9/11/2022	511
William Douglas		11 SEP 2022	535
Russell Summers		9/11/22	468
Destin Holder		09/11/22	457
Joseph Perna		9-11-22	311
Colten Herrison		9-11-22	539

Printed Name	Signature	Date	Employee Number
Jordan Taylor		9-11-22	562
Eric Petty		9-11-22	306
Tony Anguiano		9/12/22	419
Derek Hernandez		9-12-22	560
Micah Thomas		9-12-22	478
Amy Thomas		9-12-22	527
Chris Hixson		9/12/22	528
Matthew Piechowski		9-12-22	470
Randal Berkley		9-13-22	543

STEPHEN H. SULLIVAN JR. 9.13.22 410

Printed Name and Employee Number | Signature | Date

Ian Wheeldon 9/13/22 551

Printed Name and Employee Number | Signature | Date

Hunter Sanguinet Hunter Sanguinet 09/14/22 538

Printed Name and Employee Number | Signature | Date

Benjamin Cousins 9/19/2022 #182

Printed Name and Employee Number | Signature | Date

David Nieve 9/19/22 #531

Printed Name and Employee Number | Signature | Date

Printed Name and Employee Number | Signature | Date

Printed Name and Employee Number | Signature | Date

Printed Name and Employee Number | Signature | Date

Printed Name and Employee Number | Signature | Date

Joseph Sczesny #1421

Printed Name and Employee Number Signature Date

MARK POZSGAI #0516

Printed Name and Employee Number Signature Date

JOHN W, II 358

Printed Name and Employee Number Signature Date

Griffin Adler 561

Printed Name and Employee Number Signature Date

Robert Hogue 9/12/22 #178

Printed Name and Employee Number Signature Date

Carroll Gibil 9-14-2022 126

Printed Name and Employee Number Signature Date

Printed Name and Employee Number Signature Date

Printed Name and Employee Number Signature Date

AGENDA ITEM # 43

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Discuss and consider scheduling board and commission interviews.

BACKGROUND:

This item has been placed on the agenda to provide City Council the opportunity to schedule a special meeting to conduct board and commission interviews, if needed. Appointments are scheduled for the October 20, 2022, regular meeting.

PRESENTER:

Dara Crabtree, City Secretary

AGENDA ITEM # 44

EXECUTIVE SUMMARY
10/10/2022

AGENDA SUBJECT:

Receive an update and consider action on topics discussed at the 2022 Texas Municipal League Annual Conference and Exhibition held October 5-7 in San Antonio.

BACKGROUND:

The TML Annual Conference and Exhibition took place October 5-7 at the Henry B. González Convention Center in San Antonio, Texas. This conference allowed municipal professionals and community leaders the opportunity to attend educational sessions and network with others across the state.

This item allows Council to provide an update on sessions attended, discuss ideas related to conference topics presented, and consider directing staff to gather additional information as requested.

PRESENTER:

Council Directive