AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - September 15, 2022
Briefing Workshop at 6:00 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 6:00 PM

1. Open Meeting.

2. Roll Call.

3. Receive special events permit update.

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. Leander History

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

CONSENT AGENDA: ACTION

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.

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. Conduct a Public Hearing 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.

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

33. Conduct a Public Hearing 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.

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

34. Conduct a Public Hearing 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.

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

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.

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.

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

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.]*

39. Council Member Closing Statements.

40. Convene into Executive Session 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

Reconvene into open session 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.

41. Adjournment

CERTIFICATION
This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 55 1.071 [litigation and certain Consultation with attorney]. 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 12 day of September 2022 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary, TRMC

AGENDA ITEM # 10

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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

BACKGROUND:

Attached are the minutes for meetings held on September 1, 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 1, 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 5:30 PM

1. Opened Meeting at 5:30 p.m.

2. Roll Call reflected all present.

3. Discuss the meet-and-confer process including: introductions; Police Association spoke why bringing forward; Fire Association spoke on process; set foundation for future to grow; past experience with process; surrounding cities currently offering meet-and-confer; continuing to work with associations; *[Council took a brief recess at 5:47; reconvened at 5:52 p.m.]*; brought forward by or action by governing body; no strike advocacy; bargaining unit composition; general provisions relating to agreements; grievance procedure; written agreement; agreement supersedes conflicting provisions; existing benefits; ratification and enforceability of agreement; House Bill 2892, Section 142.113; and council's action to repeal authorization.

   Briefing Workshop Adjourned at 6:55 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened meeting at 7:14 p.m., Fire Chaplain Joe Bob Ellison provided the Invocation 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.]

Alice Finley, 2800 Seneca Path - commented about lift station being constructed in front of her home; lack of transparency; impact on home; and builders told residents this space would remain green space.

7. Recognitions/Proclamations/Visitors.
   - Oath of Office Emergency Management Coordinator and Emergency Management Specialist
   - Emergency Preparedness Month (September)

8. Mid-year Leander Chamber of Commerce update included: Leander engagement video focus on parks, Old Town Street Festival; Old Town Christmas Festial and food and beverage; grant received; estimated 15,000 - 20,000 attendees at Old Town Street Festival; Leadership Class; Gala on November 12; small groups; and Songbird Festival.

9. Staff Reports
   - Public Works update included: lake levels; drought maps; rainfall impact on water use; wastewater plant; BCRUA raw waterline; inspection reveals leak has worsened; next steps; messaging; and pre-planning.
   - Development Hub update included: status; next steps; and full program launch scheduled for October 24.

CONSENT AGENDA: ACTION

Mayor announced item 16 was pulled from the agenda and will be considered on a future agenda and item 18 was pulled from the consent agenda and will be considered separately.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve consent agenda item 10 through 15, 17 and 19 through 22.

Vote: 7 - 0

10. Approval of the minutes for meeting held on August 18, 2022.

11. Approval of an Ordinance amending Ordinance 21-077-00 to amend the City of Leander Fiscal Year 2022 Annual Budget.

12. Award of Solicitation S22-013 to Loftin for annual generator maintenance and repair services for City-owned facilities for a contract term of five (5) years with an annual cost of $67,995.00 (total cost of $339,975.00); and authorize the City Manager to execute all necessary documents.

13. Acceptance of public infrastructure improvements for Bryson subdivision Phase 8, 9, and 12.

14. Acceptance of public infrastructure improvements for Horizon Lake subdivision Phase 4, Section 2.

15. Acceptance of public infrastructure improvements for Northline Phase 1 and Northline Blocks S, T, and U.

16. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to W6 Construction to provide for construction activities to begin at 1:00 a.m. from September 9 through October 20 (weather dependent), for the purpose of pouring concrete at the Havens at San Gabriel site located at 1250 W. San Gabriel Parkway; and requiring W6 Construction to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.

17. Approval of Task Order RPS-19 with RPS Infrastructure, Inc. for professional services involving the design and construction phase of a traffic signal at the intersection of Bagdad Road and Collaborative Way in the amount of $188,330.00; and authorize the City Manager to execute any and all necessary documents.

18. Approval of an Ordinance establishing a 55 mph speed limit on northbound Ronald W. Reagan Boulevard from the south city limit at Cedar Park to 1,000 feet south of Kauffman Loop and southbound Ronald W. Reagan Boulevard from approximately 1,000 feet south of Kauffman Loop to the south city limit at Cedar Park.

    Motion by Councilmember David McDonald, Seconded by Councilmember Kathryn Pantalion-Parker to approve an Ordinance establishing a 55 mph speed limit on northbound Ronald W. Reagan Boulevard from the south city limit at Cedar Park to 1,000 feet south of Kauffman Loop and southbound Ronald W. Reagan Boulevard from approximately 1,000 feet south of Kauffman Loop to the south city limit at Cedar Park, following a discussion.

    Vote: 7 - 0

19. Approval of the extension of the application expiration for Subdivision Case 21-SFP-006 B Twisted short form final plat; more particularly described by Williamson Central Appraisal District Parcel R605507; 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.

20. Approval of Development Agreement Case 22-DA-020 regarding the 3219 Lakeline Boulevard Development on approximately 2.0 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R497699 and located at 3219 Lakeline Boulevard, Leander, Williamson County, Texas.

21. Approval of a Resolution of the City of Leander, Texas accepting a petition for 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.

22. Approval of the Second Reading of an Ordinance regarding Zoning Case 22-Z-020 to amend the Tylerville Tract PUD (Planned Unit Development) by adopting the Sodalis Minor PUD with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 4.995 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R539851; and generally located to the northwest of the intersection of W. Broade Street and W. San Gabriel Parkway, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

Items 30 and 31 were taken out of order and heard before the public hearings. *[Council took a brief recess at 8:37 p.m.; reconvened at 8:48 p.m.]*

23. Mayor Christine opened a Public Hearing at 9:00 p.m. to consider the proposed budget for Fiscal Year 2023. No one spoke in favor or opposition of the request. The Public Hearing closed at 9:00 p.m.

- Discuss and consider action on an Ordinance adopting a budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023; appropriating the various amounts thereof, and repealing all ordinances or parts of ordinances in conflict therewith; and providing for an effective date.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker move to ratify the property tax inrease reflected in the proposed budget, following a discussion.

Vote: 7 - 0

Motion by Councilmember Becki Ross, Seconded by Councilmember David McDonald to approve an Ordinance adopting a budget including Exhibit A for the fiscal year beginning October 1, 2022 and ending September 30, 2023; appropriating the various amounts thereof, and repealing all ordinances or parts of ordinances in conflict therewith; and providing for an effective date.

Vote: 7 - 0

24. Mayor Christine opened a Public Hearing at 9:07 p.m. on 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. No one spoke in favor or opposition of the request. The Public Hearing closed at 9:07 p.m.

- Discuss and consider possible action on the First 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 as described above.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Chris Czernek to adopt an Ordinance that the property tax rate be increased by adoption of a tax rate of $0.432325, which is effectively a 13.34% increase in the tax rate, following a discussion.

Vote: 7 - 0

25. Mayor Christine opened a Public Hearing at 9:14 p.m. to consider the adoption of an updated Service and Assessment Plan for Calendar Year 2022 for the Oak Creek Public Improvement District and updated assessment roll to apportion assessment levied against property located in the District among subdivided lots. No one spoke in favor or opposition of the request. The Public Hearing closed at 9:14 p.m.

- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2022 for the Oak Creek Public Improvement District as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2022 for the Oak Creek Public Improvement District and updated assessment roll to apportion assessment levied against property located in the District among subdivided lots.

Vote: 7 - 0

26. Mayor Christine opened a Public Hearing at 9:17 p.m. to consider the adoption of an updated Service and Assessment Plan for Calendar Year 2022 for the Deerbrooke Public Improvement District and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots. No one spoke in favor or opposition of the request. The Public Hearing closed at 9:17 p.m.

- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2022 for the Deerbrooke Public Improvement District as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2022 for the Deerbrooke Public Improvement District and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots.

Vote: 7 - 0

27. Mayor Christine opened a Public Hearing at 9:18 p.m. to consider adoption of an updated Service and Assessment Plan for Calendar Year 2022 for the Crystal Springs Public Improvement District and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots, and to adjust boundaries between assessable and non-assessable lots. No one spoke in favor or opposition of the request. The Public Hearing closed at 9:18 p.m.

- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2022 for the Crystal Springs Public Improvement District as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2022 for the Crystal Springs Public Improvement District and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots, and to adjust boundaries between assessable and non-assessable lots.

Vote: 7 - 0

28. Mayor Christine opened a Public Hearing at 9:20 p.m. 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) 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. No one spoke in favor of the request. Annette Shuff, 41 Fair Oaks and Kevin Shuff, 41 Fair Oaks, spoke in opposition of the request. The Public Hearing closed at 9:25 p.m.

- Discuss and consider action regarding Zoning Case 22-Z-007 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve 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) 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, including Planning & Zoning recommendation, following a discussion.

Vote: 7 - 0

29. Mayor Christine opened a Public Hearing at 9:30 p.m. regarding Zoning Case 22-Z-016 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Sauterne Center PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) and TF-2-A (Two-Family) on three (3) parcels of land approximately 5.954 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 353977 and Williamson County Central Appraisal District Parcel R514310 and R514309; and generally located to the southwest of the intersection of Sauterne Drive and N. Lakeline Boulevard on the west side of N. Lakeline Boulevard, Leander, Williamson and Travis Counties, Texas. Jim Betchol, 400 W. Broade Way, spoke in favor. No one spoke in opposition of the request. The Public Hearing closed at 9:32 p.m.

- Discuss and consider action regarding Zoning Case 22-Z-016 as described above.

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Becki Ross to deny Zoning Case 22-Z-016 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Sauterne Center PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) and TF-2-A (Two-Family) on three (3) parcels of land approximately 5.954 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 353977 and Williamson County Central Appraisal District Parcel R514310 and R514309; and generally located to the southwest of the intersection of Sauterne Drive and N. Lakeline Boulevard on the west side of N. Lakeline Boulevard, Leander, Williamson and Travis Counties, Texas.

Vote: 6 - 1

NAY: Councilmember Chris Czernek

REGULAR AGENDA

30. Receive a presentation on the Paypoint HR compensation study and consider acceptance of the City Manager's recommended City employee pay plan.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to accept the City Manager's recommended city employee pay plan as presented with the addition of the City Manager receiving a 4% COLA at the effective date as the employees, following discussion.

Vote: 6 - 1

NAY: Councilmember Esme Mattke Longoria

31. Receive a presentation and consider acceptance of the City Manager's recommended step plans for the Police Department and Fire Department.

Motion by Councilmember Becki Ross, Seconded by Councilmember Kathryn Pantalion-Parker to accept the City Manager's recommended step plans for the Police Department and Fire Department as presented.

Vote: 7 - 0

32. Discuss and consider action authorizing the BCRUA President to execute a construction contract with Thalle/SAK JV for the repair of the 36-inch underwater pipeline.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Kathryn Pantalion-Parker to authorize the BCRUA President to execute a construction contract with Thalle/SAK JV for the repair of the 36-inch underwater pipeline.

Vote: 7 - 0

33. Council Member Closing Statements.

Esme Mattke Longoria - commented on upcoming September 11 memorial

Christine DeLisle - stated Subway provided dinner tonight; reminded everyone to shop local, and September was emergency preparedness month

34. Convened into Executive Session at 9:50 p.m. pursuant to:
(1) Section 551.072, Texas Government Code, to deliberate the acquisition of property located in E.D. Harrison Abstract No. 6, Williamson County, Texas, for the purpose of a utility easement with a temporary construction easement for FM 2243 Wastewater Project (CIP Project WW.43); and
(2) 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 Project W.46); and
(3) 551.087, Deliberate the proposed economic development incentives for one (1) 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 development negotiations related to the following project(s): Project Fulcrum.

Reconvene into open session at 10:41 p.m. to take action as deemed appropriate in the City Council's discretion regarding:
(1) FM 2243 Wastewater Project (CIP Project WW.43); and
(2) Ronald Reagan tank and booster pump (CIP Project W.46); and
(3) Project Fulcrum

(Item 1) to authorize the City Manager to execute a purchase contract for a utility easement with a temporary construction easement for the purpose of FM 2243 Wastewater Project CIP WW.43) as discussed in executive session.

Vote: 7 - 0

(Item 2) No action.

(Item 3) No action.

35. Adjourned at 10:41 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

AGENDA ITEM # 11

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

The amendment provides for a high school senior representative from each of the three (3) high schools, Leander High School, Glenn High School and Rouse High School located within the city limits. The high school seniors will rotate meetings and serve in the capacity as an ex-offico to the committee.

PRESENTER:

Council Directive

Attachments

1. Redline Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, 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.

WHEREAS, the City Council of the City of Leander, Texas, established the Mayor's Ad Hoc Committee on the 7th day of April, 2022, to promote beautification, conservation, volunteerism, and community engagement by Ordinance No. 22-036-00; and

WHEREAS, the City Council of the City of Leander, Texas desires to amend the Mayor's ad hoc committee to provide for a high school senior representative from each of the following high schools: Leander High School, Glenn High School and Rouse High School located within the city limits;

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

SECTION 1. FINDINGS. All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City are incorporated herein as findings of fact.

SECTION 2. MAYOR'S AD HOC COMMITTEE. The Mayor's ad hoc committee is hereby amended and altered as follows: The Mayor's ad hoc committee shall consist of seven (7) citizen members including, but not limited to, senior citizens, one extra territorial jurisdiction (ETJ) resident, a business owner with demonstrable ties to the City of Leander, and one (1) high school senior from each high school located within the Leander city limits that will serve as an ex-officio member. The members shall serve for the term of Mayor Christine DeLisle expiring May 2024. The purpose of the Committee will be promote beautification, conservation and volunteerism within the City of Leander. The Committee may also recommend to the City Council matters for review and study that are subject to the City Council's supervision or control, and such matters may be reviewed by the Committee upon referral to the Committee by the Council. After the expiration of the initial term of the Committee, the Council may extend the term of the ad hoc Committee by appointing or reappointing members to the Committee who are recommended by the Mayor and who are selected pursuant to Section 1.04.003 of the City of Leander Code of Ordinances, with the exception of ETJ and business owner member. The Committee shall meet at a minimum quarterly.

<u>SECTION 3.</u> EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication in accordance with the provisions of the *Tex. Loc.. Gov 't Code*.

PASSED AND APPROVED on this 15th day of September, 2022.

ATTEST:	**City of Leander, Texas**
_____	_____
Dara Crabtree, City Secretary	Christine DeLisle, Mayor

AGENDA ITEM # 12

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

The proposed amendment amends the City Manager's Employment Agreement to provides for a or a one (1)- time four (4%) percent cost of living adjustment to the City Manager's base salary for an annual salary of $234,000.00 effective October 1, 2022.

PRESENTER:

Council Directive (action at September 1, 2022 regular meeting)

Attachments

1. Amendment No. 2 CM Contract

AMENDMENT NO. 2 TO CITY MANAGER EMPLOYMENT AGREEMENT

This Amendment No. 2 to the City Manager Employment Agreement (this **"Amendment")** is entered into effective as of September 15, 2022 (the **"Effective Date"),** between the City of Leander, a Texas home-rule municipal corporation (the **"City")** and Richard B. Beverlin, III (the **"Manager"),** collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the City and the Manager are parties to that certain City Manager Employment Agreement dated effective December 1, 2019, and subsequent amendments (the **"Employment Agreement")** that establish and set forth the terms and conditions of the employment of the Manager as the City Manager of the City;

WHEREAS, on September 1, 2022, the City Council approved one-time four percent (4%) Cost of Living Adjustment to the Manager's base salary to be effective October 1, 2022;

WHEREAS, the City and the Manager desire to amend the Employment Agreement as provided herein to reflect the change in the Manager's Base Salary;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the City and the Manager hereby contract, covenant and agree as follows:

1. **Section 3.1 Base Salary.** Section 3.1 of the Employment Agreement is hereby amended to read as follows:

> 3.1 BASE SALARY. The City shall provide the Manager with an annual salary in the sum of Two Hundred Thirty-Four Thousand dollars and no cents ($234,000.00) (Manager's Base Salary). This annual salary shall be paid to the Manager in equal installments on the schedule as other City employees are paid and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.

2. **Effective Date.** The change in Manager's Base Salary set forth in Section 1 shall go into effect on October 1, 2022.

3. **Binding Effect.** The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs at law and executors of Manager and to the successors and assigns of the City.

4. **Effect of Amendment.** The Parties agree that, except as modified hereby, the Employment Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Employment Agreement, this Amendment will control and modify the Employment Agreement.

5. **Severability.** If any provision, or any portion thereof, contained in this Amendment is held unconstitutional invalid or unenforceable, the remainder of this Amendment, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Amendment to be signed and executed on behalf of its Council, and duly attested by its City Secretary, and the Manager has signed and executed this Amendment, both in duplicate, the day and year first written above.

CITY:
City of Leander, Texas
A Texas home-rule municipal corporation

Attest:

By:_____
Name: Dara Crabtree
Title: City Secretary

By:_____
Name: Christine DeLisle
Title: Mayor

AGREED TO AND ACCEPTED this the 15 day of September, 2022

_____
Richard B. Beverlin, III

AGENDA ITEM # 13

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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

BACKGROUND:

The Active Adult Advisory Committee consists of adults 55 and older. The current guidelines provide for a Committee ten (10) members with a maximum limit of service of four (4) years (2 terms).

Vacancies on the board have been difficult to fill in the past. The removal of term limits will allow individuals to be considered for reappointment, if they should so desire.

RECOMMENDATION:

Staff is requesting that term limits be removed for the guidelines.

PRESENTER:

Mark Tummons, Parks & Recreation Director

Attachments

1. Advisory Committee Nomination Process - redline
2. Advisory Committee Nomination Process - Final

Leander Texas Parks and Recreation Department
Active Adult 55+ Advisory Committee

The Active Adult Advisory Committee is an interactive group of 55+ adults who have interest in assisting in an advisory capacity with general planning for the new Senior/Active Adult Activity Center. In addition, upon completion of the Center we anticipate keeping the Advisory Committee in-tact and utilizing their keen insight to assist in providing activities and programs for the Leander senior community.

Purpose

- To discuss older adult initiatives, issues and best practices along with new ideas and plans for future programs and events.
- Advising and supporting parks and recreation staff in public awareness and project specific activities and issues affecting older adults

Composition:

Ten (10) 55+ adults with a varied background, experiences, and ethnicity shall be considered

- Committee members must have main residence in Leander City limits
- Preferably equal representation of male and female, but no less than three of one gender
- Parks and Recreation Director or designee as will serve as liaison/facilitator for the Committee
- Members of the same family may not serve simultaneously. Example: husband and wife; or sisters, brothers, or cousins, etc.

Terms:

- Includes a two year commitment
- Initial terms will consist of four (4) members serving a one-year term and four (4) members serving a two year term. Each year four member's terms will expire. If eligible they can be re-nominated and re-appointed
- Terms will be effective beginning November 1 each year and ending October 31 the following calendar year.

- Members may serve no more than two consecutive terms (maximum of four years). ~~After a two-year hiatus (or longer), they may seek to be re-nominated~~
- *Application forms will be open for any 55+ adults, including those whose term is expiring. If a person whose second term is expiring, they may re-apply for a third term (or additional term), but knowing that if more than 5 applications are received, City Council may decide to appoint someone who is new rather than a previous committee member.*
- Potential members will have opportunity to nominate/apply themselves or be nominated by the Parks and Recreation Department

Meetings

- The Committee will meet at least quarterly (no less than four times per year)
- It is anticipated that meetings will be held during the daytime to meet the needs of the Committee

Nomination Process:

- Utilize the City of Leander standard Boards and Commissions Application form
- Application form requires a resume and letter of interest to be attached
- City Council has the desecration to interview and/or appoint based on the application

Leander Texas Parks and Recreation Department
Active Adult 55+ Advisory Committee

The Active Adult Advisory Committee is an interactive group of 55+ adults who have interest in assisting in an advisory capacity with general planning for the new Senior/Active Adult Activity Center. In addition, upon completion of the Center we anticipate keeping the Advisory Committee in-tact and utilizing their keen insight to assist in providing activities and programs for the Leander senior community.

Purpose

- To discuss older adult initiatives, issues and best practices along with new ideas and plans for future programs and events.
- Advising and supporting parks and recreation staff in public awareness and project specific activities and issues affecting older adults

Composition:

Ten (10) 55+ adults with a varied background, experiences, and ethnicity shall be considered

- Committee members must have main residence in Leander City limits
- Preferably equal representation of male and female, but no less than three of one gender
- Parks and Recreation Director or designee as will serve as liaison/facilitator for the Committee
- Members of the same family may not serve simultaneously. Example: husband and wife; or sisters, brothers, or cousins, etc.

Terms:

- Includes a two year commitment
- Initial terms will consist of four (4) members serving a one-year term and four (4) members serving a two year term. Each year four member's terms will expire. If eligible they can be re-nominated and re-appointed
- Terms will be effective beginning November 1 each year and ending October 31 the following calendar year.
- Members may serve no more than two consecutive terms (maximum of four years).

- Application forms will be open for any 55+ adults, including those whose term is expiring. If a person whose second term is expiring, they may re-apply for a third term (or additional term), but knowing that if more than 5 applications are received, City Council may decide to appoint someone who is new rather than a previous committee member.
- Potential members will have opportunity to nominate/apply themselves or be nominated by the Parks and Recreation Department

Meetings

- The Committee will meet at least quarterly (no less than four times per year)
- It is anticipated that meetings will be held during the daytime to meet the needs of the Committee

Nomination Process:

- Utilize the City of Leander standard Boards and Commissions Application form
- Application form requires a resume and letter of interest to be attached
- City Council has the desecration to interview and/or appoint based on the application

AGENDA ITEM # 14

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

On September 2, 2021 the City Council passed an ordinance to adopt a User Fees Policy that establishes policies and fees for the use of City parks and recreational facilities. The proposed amendment amends Section 6.4 of the policy to provide for City of Leander elected officials to receive the same discounts as City employees.

RECOMMENDATION:

Staff recommends council approval of the changes to the User Fees Policy.

PRESENTER:

Mark Tummons, Parks & Recreation Director

Attachments

1. Updated User Fees Policy - Redlined
2. Updated User Fees Policy

City of Leander

Parks and Recreation Department

User Fees Policy

Revised September 2021

TABLE OF CONTENTS

1. MISSION STATEMENT **3**

2. DEPARTMENT VISION **3**

3. PURPOSE **3**

4. AUTHORITY AND GENERAL PROVISIONS **3**

4.1 COVERAGE 3
4.2 STATEMENT OF NEED 3
4.3 STATEMENT OF LEGAL AUTHORITY 3
4.4 STATEMENT OF PHILOSOPHY 3
4.5 COMMUNITY PRIORITIES 3
4.6 GENERAL PROVISIONS 4
4.7 SERVICE LEVEL CLASSIFICATIONS 4
4.7.1 ESSENTIAL (PUBLIC) SERVICES: 4
4.7.2 SUPPLEMENTAL (MERIT) SERVICES: 5
4.7.3 SPECIAL (PRIVATE) SERVICES: 6
4.8 POLICY REVIEW 6
4.9 USER FEES 6

5. RETAIL SALES OF MERCHANDISE **7**

5.1 RETAIL SALES OPERATIONS 7
5.1.1 CONCESSIONS/VENDOR OPERATIONS 7
5.1.2 SALE OF RETAIL ITEMS AND CONCESSIONS 7

6. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES **7**

6.1 NON- RESIDENTS 7
6.2 MILITARY DISCOUNTS 7
6.3 SENIOR DISCOUNT 7
6.4 CITY EMPLOYEE AND FAMILY DISCOUNT 7
6.5 OUTSIDE ENTITIES & SPECIAL INTEREST GROUPS 7
6.6 WAIVERS AND REDUCTIONS 7
6.7 CREDIT CARD/ADMINISTRATIVE FEES 7

7. ALTERNATIVE SOURCES OF REVENUE **8**

7.1 GRANTS 8
7.2 GIFT CATELOG 8
7.3 SPONSORSHIPS 8

8. APPENDIX A - USER FEE WORKSHEET **9**

1. MISSION STATEMENT

To enhance and enrich the lives of all Leander citizens by providing access to superior park and public spaces and creating quality recreation, sports and leisure opportunities.

2. DEPARTMENT VISION

A dynamic community revolving around parks, recreation and public spaces.

3. PURPOSE

To adopt an official policy to establish a set of fees that are fair and equitable for the use of facilities and equipment and the participation in programs sponsored by the Leander Parks & Recreation Department.

4. AUTHORITY AND GENERAL PROVISIONS

4.1 COVERAGE

This policy, upon adoption by the Leander City Council, should be applicable to all individuals for the use of facilities and the participation in programs conducted by the Leander Parks and Recreation Department until it is altered, modified, or rescinded by the Leander City Council.

4.2 STATEMENT OF NEED

Due to the demand for services, operating and capital costs, and the amount of available tax revenues, meeting the level of parks, recreation and special event services requested by Leander residents is a continuing challenge. Therefore, it is necessary for the City of Leander to develop a sound and consistent policy of fees and charges for Parks and Recreation services that are both fair and equitable. This policy will assist the City of Lender to continue to provide quality recreation programs and make necessary program expansions which would not otherwise be possible.

4.3 STATEMENT OF LEGAL AUTHORITY

The Charter of the City of Leander, Chapter 1, Article 1.11 provides the legal authority for establishment of user fees and other regulations, rules, policies or procedures pertaining to use and operations of City parks, facilities, activities and programs.

4.4 STATEMENT OF PHILOSOPHY

A sound policy provides the guiding principles for managing user fees while maintaining flexibility to accommodate new programs, changing demographics and circumstances. The following guiding principles provide the foundation for the City of Leander's philosophy for the Parks and Recreation User Fee Policy.

- To enhance the quality of life for Leander citizens through affordable recreation opportunities.
- To provide the opportunity for all Leander citizens to participate in variety of programs and activities and to full utilize the facilities of the department.
- To ensure that Leander citizens receive the benefit of lower fees and priority registration.
- To efficiently manage operations and affordable services to ensure all Leander citizens equal opportunities to use City parks and facilities or to participate in activities and programs.
- To provide and maintain facilities for use by the public.
- To establish revenue recovery rates that consider market conditions and the cost of providing programs and services.
- To supplement fees and charges with tax dollars, grants, donations, sponsorships, scholarships, etc.
- To provide trained and qualified personnel for supervision and instruction in programs and activities.
- To welcome and actively seek public input in evaluating programs, activities and facilities.

4.5 COMMUNITY PRIORITIES

As identified in the 2019 Leander Parks, Public Spaces, and Recreation Comprehensive Plan, the following community priorities have been identified.

- Healthy Lifestyle – Facilities and programs that enable citizens and visitors to pursue healthy and active lifestyles.
- Community Access – A system that supports community access – physically, economically, and socially.
- Stewardship/Conservation – Citizens expect the City to maintain and improve existing open space, greenway and trail developments.
- Outdoor Recreation – Facilities and programs that enable citizens and visitors to be outdoors and enjoy the environment.

4.6 GENERAL PROVISIONS

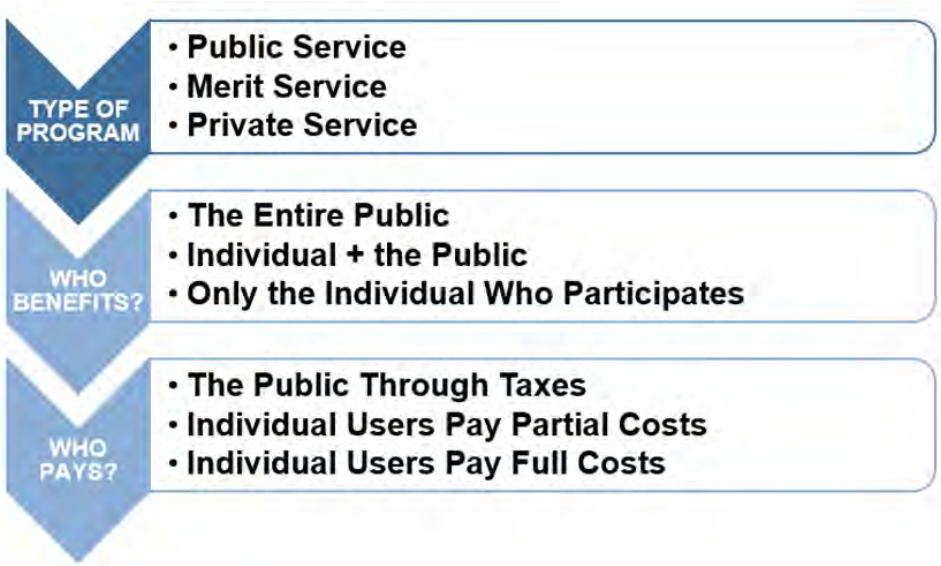
In addition to the user fees identified herein, users may be required to pay additional costs, resulting from their use of parks and facilities (e.g. a reasonable portion of the City's costs for traffic control and/or police service when the user's event requires such services).

Patrons who reside outside the City of Leander and who do not contribute financial support to the City's parks and recreation efforts via ad valorem taxes, and those patrons who propose to use public recreation facilities for private economic gain may incur fees and/or charges higher than or in addition to the user fees paid by local residents for general use.

4.7 SERVICE LEVEL CLASSIFICATIONS

Classifying programs and services is an important process for an agency to follow to remain aligned with the community's interests and needs, the mission of the organization, and to sustainably operate within the bounds of the financial resources that support it. The criteria utilized and recommended in program classification stems from the foundation's concept detailed by Dr. John Crompton and Dr. Charles Lamb. In their book "Marketing Government and Social Services", they purport that programs need to be evaluated on the criteria of type, who benefits, and who bears the cost of the program.

This is illustrated below:



4.7.1 ESSENTIAL (PUBLIC) SERVICES:

Essential (Public) Services are equally accessible and available to all citizens. They tend to preserve and promote the physical and mental well-being of the community, provide patron safety, and offer an opportunity for Parks and Recreation services, facilities, greenways, and open space to be used by the public. Typically, essential services are available to all Leander citizens on an equal basis and there is little consumptive use of services. Essential Services and facilities should be offered to City residents at minimal or no charge.

- Essential Services provide general use of parks and outdoor areas such as basketball slabs, open play areas, dog parks, skateparks, picnic areas, the Leander Public Library, playgrounds, trails and greenways.
- Essential Services include but are not limited to city-wide special events and celebrations, program and facility information, community assistance, program planning, public art access and administrative support.
- Cost of essential services and facilities should be primarily borne by the general tax base.
- Cost recovery should fall between 0-35%.

4.7.1.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR ESSENTIAL SERVICES:

- Charging a fee aids in the provision of activities of a special interest nature that extends beyond the normal operation. Essential Services will continue to support citizen's needs with no or minimal charges and not on the propensity to generate revenue for services provided.
- When Essential Services are used, any fees charged for the use of the public facility should be viewed as a method to continue to provide Essential Services.
- Charging an entry or admission fee to a special event allows for revenues collected to be used in expanding or enhancing the special event.
- Charging fees may also serve as an independent function to ration limited activities and aid in discipline or control.

4.7.2 SUPPLEMENTAL (MERIT) SERVICES:

Supplemental Services provide traditional parks and recreation activities that benefit the individual and the community. Supplemental Services are available to Leander citizens on an equitable basis; however, participation is limited based on program and space availability. Supplemental Services provide an extended level of benefit for users.

- Supplemental Services require facilities, supplies, equipment, and/or considerable staff planning and supervision specific to the service. These types of services benefit both the participant and the community due to their educational, cultural, or physical value.
- Some examples of Supplemental Services include but are not limited to instructional programs, summer camps, senior programs, concerts, performances.
- The user should share in the cost of providing supplemental services to offset tax dollar support.
- Cost recovery should fall between 35-100%.

4.7.2.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SUPPLEMENTAL SERVICES:

The determination to assign a fee for a supplemental service should be based upon one or more of the following conditions.

- The cost per user hour of the service is higher than Essential Service.
- The service uses consumable materials.
- The service requires added preparation or clean-up.
- The service requires contracted services or instruction at an additional cost.
- A fee supports the provision of activities of a special interest nature that extends beyond Essential Service.
- Fees should be charged to recover supply costs directly related to the supplemental services.
- Use of the service tends to be limited to a relatively few individuals or special interest groups of a private nature. Whenever the benefit to the general citizen population is limited, a fee may be assessed.

4.7.3 SPECIAL (PRIVATE) SERVICES:

Special Services and Facilities are beyond the scope of traditional leisure services. They primarily provide exclusive benefit to individuals based on public demand and population Served.

- Special Services include but are not limited to organized tournaments, trips, private group programs, athletic programs and retail operations.
- Special Facilities include but are not limited to golf course, Mason Homestead rentals, lighted ball fields, reserved picnic pavilions, sports field rentals, amphitheater, and specialized reserved equipment.
- Fees and charges are often established based on local market demand and similar regional and/or national facilities.
- Special services and facilities should recover costs that minimize public tax dollar support.
- Cost recovery should fall between 75%-100%+.

4.7.3.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SPECIAL SERVICES AND FACILITIES:

- The fee charged for use of public facilities should be comparable to the market rates and current fees being charged for like services in the local area.
- Identify staffing requirements, costs of material, supplies, contracted services, other City of Leander departmental support and facility operational expenses.
- Incremental revenues that the Special Service or Special Facility generates beyond normal daily operating revenues and expenses are factored into the pricing structure.
- License Agreement: Special Services and Facilities which are organized, promoted and conducted by an individual, agency, or any other entity should require a written agreement outlining the specific services and the responsibilities of the City and Licensee. The License Agreement will contain fees and charges estimated to recover all direct costs and a portion of the estimated indirect costs.
- City's Co-Sponsored Event: Services that are organized, promoted and conducted in part by an outside agency, organization, or individual(s) and are the negotiated responsibilities of both parties as defined by a written agreement. Any fees assessed to the outside group for facility use should be established to recover the City's direct cost at minimum and a portion of the estimated indirect costs.
- Economic Impact: Facilities and special services attracting events that generate visitor spending and/or media exposure, or both such as tournaments and special events benefit both the City and local economy, and as such potential economic impact will be considered when setting fees and may be cause for reduced fees.
- Fees and charges should support other resources available to the Parks and Recreation Department, not replace them or be used to reduce the City's responsibility to provide public open space and leisure opportunities. They provide a means to continue, and expand as necessary, and the ability to offer essential, special services and special facilities to Leander citizens. Any surplus revenue from one program may be utilized to offset costs for other programs or activities.

4.8 POLICY REVIEW

The Leander Parks and Recreation Department User Fee Policy shall be reviewed at minimum annually.

4.9 USER FEES

All Leander Parks and Recreation user fees are identified on appendix A.

5. RETAIL SALES OF MERCHANDISE

5.1 RETAIL SALES OPERATIONS

The Leander Parks and Recreation Department provides items for sale to the general public for a variety of reasons. Three types of resale operations have been identified currently within the department:

5.1.1 CONCESSIONS/VENDOR OPERATIONS

Vendors will be charged a percentage of sales, currently 20%, or a flat rate based on the length of the event and estimated attendance.

5.1.2 SALE OF RETAIL ITEMS AND CONCESSIONS

Leander Parks and Recreation Department may engage in retail sales of merchandise and/or concessions to promote departmental programs and facilities. Items are purchased wholesale and priced accordingly to comparable market prices within the local area. Profit from sales will directly benefit the related program or facility.

6. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES

6.1 NON- RESIDENTS

A City of Leander resident or a person working in Leander makes a significant contribution to the financing and operation of the Leander Department of Parks and Recreation. Non-residents will pay an additional non-resident fee for participating in certain programs and for the reservation of facilities. Leander residents are defined as those whose primary residence is within the City's corporate limits.

6.2 MILITARY DISCOUNTS

A discount is offered to both active and retired military personnel. These discounts apply to pool admission, passes and select programs. Special rates can be determined for the Department's facilities and programs for residents who are currently serving or who have previously served in the US Armed Forces.

6.3 SENIOR DISCOUNT

A discount is offered to those citizens of 55 and over. These discounts apply to pool passes and select programs. Discounts do not apply when there is already a reduced rate specified for senior citizens.

6.4 CITY EMPLOYEE DISCOUNT

A discount is offered to regular fulltime City employees and regular (year-round) part time employees, ~~and~~ spouses and children living in the household. A 50% discount is available for Crystal Falls Golf Club green/cart/driving range fees, facility rentals and pool passes and a 25% discount on recreational programs to include: programs, camps, and athletics. ~~The City employee discount does not apply to elected officials, including the Mayor or City Council.~~ A reduced rate will be provided to sitting City Council members, spouses and children living in the household at a 50% discount for Crystal Falls Golf Club green/cart/driving range fees; park facility and pavilion rentals; and pool passes. A 25% discount will apply for recreational programs to include: programs, camps, and athletics.

6.5 OUTSIDE ENTITIES & SPECIAL INTEREST GROUPS

Entities or individuals should not be permitted to use park facilities for financial gain or profit except by facility use agreement or approval in writing of the Parks and Recreation Director or designee. Park facilities are designed to serve the public on a non-profit basis. For programs using the parks and collecting paid fees, groups will be required to remit 20% of gross revenue to the city in addition to rental fees for use of the properties. Non-Profit, 501c3 groups are exempt from this fee. Special interest groups, non-profit or individuals should be granted no special consideration in the form of reduced rates or free services except for those groups who are affiliated with the City or when approved by the City Manager.

6.6 WAIVERS AND REDUCTIONS

The Director of Parks and Recreation is authorized to waive or reduce entry fees, user fees or sponsorships in conjunction with promotional opportunities and/or the marketing of Parks and Recreation programs.

6.7 CREDIT CARD/ADMINISTRATIVE FEES

Leander Parks and Recreation and Public Library will assess a $2.00 Credit Card administrative fee to each transaction over $10.00 that is paid for via credit or debit card.

7. ALTERNATIVE SOURCES OF REVENUE

7.1 GRANTS

City of Leander employees are encouraged to investigate the possibilities of securing a grant or sources of outside funding for departmental facilities and programs. All grant applications, donations or alternative funding sources must be approved by the Director of Parks and Recreation, City Manager, City Finance Department and Leander City Council as required.

7.2 GIFT CATALOG

Leander Parks and Recreation may engage in the solicitation of gifts/donations in the form of memorializing or naming an individual, group, business, or organization as a fundraiser for providing park amenities, programs, or facilities. Prices will be determined based on production costs, plus shipping and handling, and any necessary installation costs. Sales will directly benefit the related program or facility.

7.3 SPONSORSHIPS

Leander Parks and Recreation Department will actively solicit sponsorships as an alternate and sometimes sole source of funding programs, facilities and events. Sponsorships can be in-kind donations or financial donations or a combination of both.

City of Leander

Parks and Recreation Department

User Fees Policy

Revised September 2021

TABLE OF CONTENTS

1. MISSION STATEMENT 3

2. DEPARTMENT VISION 3

3. PURPOSE 3

4. AUTHORITY AND GENERAL PROVISIONS 3

4.1 COVERAGE 3
4.2 STATEMENT OF NEED 3
4.3 STATEMENT OF LEGAL AUTHORITY 3
4.4 STATEMENT OF PHILOSOPHY 3
4.5 COMMUNITY PRIORITIES 3
4.6 GENERAL PROVISIONS 4
4.7 SERVICE LEVEL CLASSIFICATIONS 4
4.7.1 ESSENTIAL (PUBLIC) SERVICES: 4
4.7.2 SUPPLEMENTAL (MERIT) SERVICES: 5
4.7.3 SPECIAL (PRIVATE) SERVICES: 6
4.8 POLICY REVIEW 6
4.9 USER FEES 6

5. RETAIL SALES OF MERCHANDISE 7

5.1 RETAIL SALES OPERATIONS 7
5.1.1 CONCESSIONS/VENDOR OPERATIONS 7
5.1.2 SALE OF RETAIL ITEMS AND CONCESSIONS 7

6. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES 7

6.1 NON- RESIDENTS 7
6.2 MILITARY DISCOUNTS 7
6.3 SENIOR DISCOUNT 7
6.4 CITY EMPLOYEE AND FAMILY DISCOUNT 7
6.5 OUTSIDE ENTITIES & SPECIAL INTEREST GROUPS 7
6.6 WAIVERS AND REDUCTIONS 7
6.7 CREDIT CARD/ADMINISTRATIVE FEES 7

7. ALTERNATIVE SOURCES OF REVENUE 8

7.1 GRANTS 8
7.2 GIFT CATELOG 8
7.3 SPONSORSHIPS 8

8. APPENDIX A - USER FEE WORKSHEET 9

1. MISSION STATEMENT

To enhance and enrich the lives of all Leander citizens by providing access to superior park and public spaces and creating quality recreation, sports and leisure opportunities.

2. DEPARTMENT VISION

A dynamic community revolving around parks, recreation and public spaces.

3. PURPOSE

To adopt an official policy to establish a set of fees that are fair and equitable for the use of facilities and equipment and the participation in programs sponsored by the Leander Parks & Recreation Department.

4. AUTHORITY AND GENERAL PROVISIONS

4.1 COVERAGE

This policy, upon adoption by the Leander City Council, should be applicable to all individuals for the use of facilities and the participation in programs conducted by the Leander Parks and Recreation Department until it is altered, modified, or rescinded by the Leander City Council.

4.2 STATEMENT OF NEED

Due to the demand for services, operating and capital costs, and the amount of available tax revenues, meeting the level of parks, recreation and special event services requested by Leander residents is a continuing challenge. Therefore, it is necessary for the City of Leander to develop a sound and consistent policy of fees and charges for Parks and Recreation services that are both fair and equitable. This policy will assist the City of Lender to continue to provide quality recreation programs and make necessary program expansions which would not otherwise be possible.

4.3 STATEMENT OF LEGAL AUTHORITY

The Charter of the City of Leander, Chapter 1, Article 1.11 provides the legal authority for establishment of user fees and other regulations, rules, policies or procedures pertaining to use and operations of City parks, facilities, activities and programs.

4.4 STATEMENT OF PHILOSOPHY

A sound policy provides the guiding principles for managing user fees while maintaining flexibility to accommodate new programs, changing demographics and circumstances. The following guiding principles provide the foundation for the City of Leander's philosophy for the Parks and Recreation User Fee Policy.

- To enhance the quality of life for Leander citizens through affordable recreation opportunities.
- To provide the opportunity for all Leander citizens to participate in variety of programs and activities and to full utilize the facilities of the department.
- To ensure that Leander citizens receive the benefit of lower fees and priority registration.
- To efficiently manage operations and affordable services to ensure all Leander citizens equal opportunities to use City parks and facilities or to participate in activities and programs.
- To provide and maintain facilities for use by the public.
- To establish revenue recovery rates that consider market conditions and the cost of providing programs and services.
- To supplement fees and charges with tax dollars, grants, donations, sponsorships, scholarships, etc.
- To provide trained and qualified personnel for supervision and instruction in programs and activities.
- To welcome and actively seek public input in evaluating programs, activities and facilities.

4.5 COMMUNITY PRIORITIES

As identified in the 2019 Leander Parks, Public Spaces, and Recreation Comprehensive Plan, the following community priorities have been identified.

- Healthy Lifestyle – Facilities and programs that enable citizens and visitors to pursue healthy and active lifestyles.
- Community Access – A system that supports community access – physically, economically, and socially.
- Stewardship/Conservation – Citizens expect the City to maintain and improve existing open space, greenway and trail developments.
- Outdoor Recreation – Facilities and programs that enable citizens and visitors to be outdoors and enjoy the environment.

4.6 GENERAL PROVISIONS

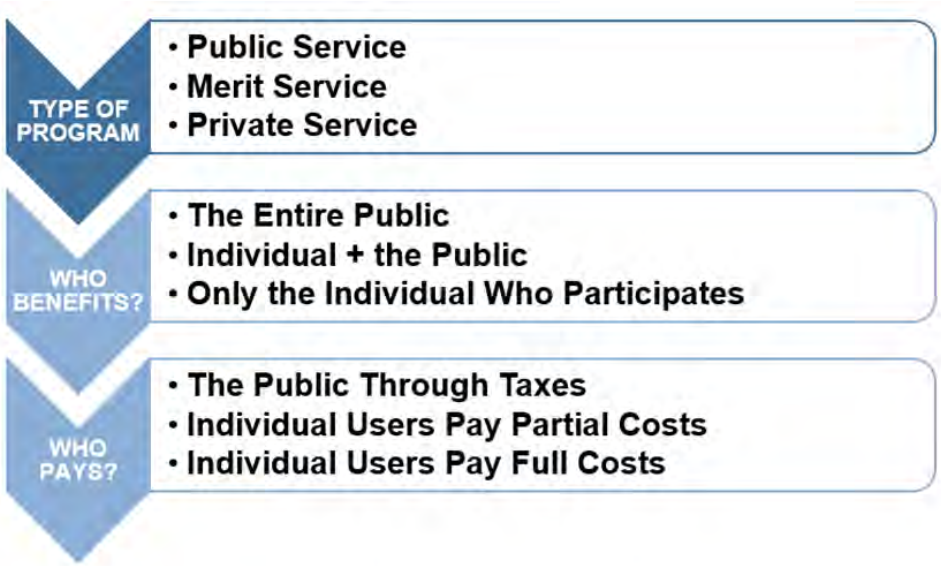
In addition to the user fees identified herein, users may be required to pay additional costs, resulting from their use of parks and facilities (e.g. a reasonable portion of the City's costs for traffic control and/or police service when the user's event requires such services).

Patrons who reside outside the City of Leander and who do not contribute financial support to the City's parks and recreation efforts via ad valorem taxes, and those patrons who propose to use public recreation facilities for private economic gain may incur fees and/or charges higher than or in addition to the user fees paid by local residents for general use.

4.7 SERVICE LEVEL CLASSIFICATIONS

Classifying programs and services is an important process for an agency to follow to remain aligned with the community's interests and needs, the mission of the organization, and to sustainably operate within the bounds of the financial resources that support it. The criteria utilized and recommended in program classification stems from the foundation's concept detailed by Dr. John Crompton and Dr. Charles Lamb. In their book "Marketing Government and Social Services", they purport that programs need to be evaluated on the criteria of type, who benefits, and who bears the cost of the program.

This is illustrated below:



4.7.1 ESSENTIAL (PUBLIC) SERVICES:

Essential (Public) Services are equally accessible and available to all citizens. They tend to preserve and promote the physical and mental well-being of the community, provide patron safety, and offer an opportunity for Parks and Recreation services, facilities, greenways, and open space to be used by the public. Typically, essential services are available to all Leander citizens on an equal basis and there is little consumptive use of services. Essential Services and facilities should be offered to City residents at minimal or no charge.

- Essential Services provide general use of parks and outdoor areas such as basketball slabs, open play areas, dog parks, skateparks, picnic areas, the Leander Public Library, playgrounds, trails and greenways.
- Essential Services include but are not limited to city-wide special events and celebrations, program and facility information, community assistance, program planning, public art access and administrative support.
- Cost of essential services and facilities should be primarily borne by the general tax base.
- Cost recovery should fall between 0-35%.

4.7.1.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR ESSENTIAL SERVICES:

- Charging a fee aids in the provision of activities of a special interest nature that extends beyond the normal operation. Essential Services will continue to support citizen's needs with no or minimal charges and not on the propensity to generate revenue for services provided.
- When Essential Services are used, any fees charged for the use of the public facility should be viewed as a method to continue to provide Essential Services.
- Charging an entry or admission fee to a special event allows for revenues collected to be used in expanding or enhancing the special event.
- Charging fees may also serve as an independent function to ration limited activities and aid in discipline or control.

4.7.2 SUPPLEMENTAL (MERIT) SERVICES:

Supplemental Services provide traditional parks and recreation activities that benefit the individual and the community. Supplemental Services are available to Leander citizens on an equitable basis; however, participation is limited based on program and space availability. Supplemental Services provide an extended level of benefit for users.

- Supplemental Services require facilities, supplies, equipment, and/or considerable staff planning and supervision specific to the service. These types of services benefit both the participant and the community due to their educational, cultural, or physical value.
- Some examples of Supplemental Services include but are not limited to instructional programs, summer camps, senior programs, concerts, performances.
- The user should share in the cost of providing supplemental services to offset tax dollar support.
- Cost recovery should fall between 35-100%.

4.7.2.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SUPPLEMENTAL SERVICES:

The determination to assign a fee for a supplemental service should be based upon one or more of the following conditions.

- The cost per user hour of the service is higher than Essential Service.
- The service uses consumable materials.
- The service requires added preparation or clean-up.
- The service requires contracted services or instruction at an additional cost.
- A fee supports the provision of activities of a special interest nature that extends beyond Essential Service.
- Fees should be charged to recover supply costs directly related to the supplemental services.
- Use of the service tends to be limited to a relatively few individuals or special interest groups of a private nature. Whenever the benefit to the general citizen population is limited, a fee may be assessed.

4.7.3 SPECIAL (PRIVATE) SERVICES:

Special Services and Facilities are beyond the scope of traditional leisure services. They primarily provide exclusive benefit to individuals based on public demand and population Served.

- Special Services include but are not limited to organized tournaments, trips, private group programs, athletic programs and retail operations.
- Special Facilities include but are not limited to golf course, Mason Homestead rentals, lighted ball fields, reserved picnic pavilions, sports field rentals, amphitheater, and specialized reserved equipment.
- Fees and charges are often established based on local market demand and similar regional and/or national facilities.
- Special services and facilities should recover costs that minimize public tax dollar support.
- Cost recovery should fall between 75%-100%+.

4.7.3.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SPECIAL SERVICES AND FACILITIES:

- The fee charged for use of public facilities should be comparable to the market rates and current fees being charged for like services in the local area.
- Identify staffing requirements, costs of material, supplies, contracted services, other City of Leander departmental support and facility operational expenses.
- Incremental revenues that the Special Service or Special Facility generates beyond normal daily operating revenues and expenses are factored into the pricing structure.
- License Agreement: Special Services and Facilities which are organized, promoted and conducted by an individual, agency, or any other entity should require a written agreement outlining the specific services and the responsibilities of the City and Licensee. The License Agreement will contain fees and charges estimated to recover all direct costs and a portion of the estimated indirect costs.
- City's Co-Sponsored Event: Services that are organized, promoted and conducted in part by an outside agency, organization, or individual(s) and are the negotiated responsibilities of both parties as defined by a written agreement. Any fees assessed to the outside group for facility use should be established to recover the City's direct cost at minimum and a portion of the estimated indirect costs.
- Economic Impact: Facilities and special services attracting events that generate visitor spending and/or media exposure, or both such as tournaments and special events benefit both the City and local economy, and as such potential economic impact will be considered when setting fees and may be cause for reduced fees.
- Fees and charges should support other resources available to the Parks and Recreation Department, not replace them or be used to reduce the City's responsibility to provide public open space and leisure opportunities. They provide a means to continue, and expand as necessary, and the ability to offer essential, special services and special facilities to Leander citizens. Any surplus revenue from one program may be utilized to offset costs for other programs or activities.

4.8 POLICY REVIEW

The Leander Parks and Recreation Department User Fee Policy shall be reviewed at minimum annually.

4.9 USER FEES

All Leander Parks and Recreation user fees are identified on appendix A.

5. RETAIL SALES OF MERCHANDISE

5.1 RETAIL SALES OPERATIONS

The Leander Parks and Recreation Department provides items for sale to the general public for a variety of reasons. Three types of resale operations have been identified currently within the department:

5.1.1 CONCESSIONS/VENDOR OPERATIONS

Vendors will be charged a percentage of sales, currently 20%, or a flat rate based on the length of the event and estimated attendance.

5.1.2 SALE OF RETAIL ITEMS AND CONCESSIONS

Leander Parks and Recreation Department may engage in retail sales of merchandise and/or concessions to promote departmental programs and facilities. Items are purchased wholesale and priced accordingly to comparable market prices within the local area. Profit from sales will directly benefit the related program or facility.

6. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES

6.1 NON- RESIDENTS

A City of Leander resident or a person working in Leander makes a significant contribution to the financing and operation of the Leander Department of Parks and Recreation. Non-residents will pay an additional non-resident fee for participating in certain programs and for the reservation of facilities. Leander residents are defined as those whose primary residence is within the City's corporate limits.

6.2 MILITARY DISCOUNTS

A discount is offered to both active and retired military personnel. These discounts apply to pool admission, passes and select programs. Special rates can be determined for the Department's facilities and programs for residents who are currently serving or who have previously served in the US Armed Forces.

6.3 SENIOR DISCOUNT

A discount is offered to those citizens of 55 and over. These discounts apply to pool passes and select programs. Discounts do not apply when there is already a reduced rate specified for senior citizens.

6.4 CITY EMPLOYEE DISCOUNT

A discount is offered to regular fulltime City employees and regular (year-round) part time employees, spouses and children living in the household. A 50% discount is available for Crystal Falls Golf Club green/cart/driving range fees, facility rentals and pool passes and a 25% discount on recreational programs to include: programs, camps, and athletics. A reduced rate will be provided to sitting City Council members, spouses and children living in the household at a 50% discount for Crystal Falls Golf Club green/cart/driving range fees; park facility and pavilion rentals; and pool passes. A 25% discount will apply for recreational programs to include: programs, camps, and athletics.

6.5 OUTSIDE ENTITIES & SPECIAL INTEREST GROUPS

Entities or individuals should not be permitted to use park facilities for financial gain or profit except by facility use agreement or approval in writing of the Parks and Recreation Director or designee. Park facilities are designed to serve the public on a non-profit basis. For programs using the parks and collecting paid fees, groups will be required to remit 20% of gross revenue to the city in addition to rental fees for use of the properties. Non-Profit, 501c3 groups are exempt from this fee. Special interest groups, non-profit or individuals should be granted no special consideration in the form of reduced rates or free services except for those groups who are affiliated with the City or when approved by the City Manager.

6.6 WAIVERS AND REDUCTIONS

The Director of Parks and Recreation is authorized to waive or reduce entry fees, user fees or sponsorships in conjunction with promotional opportunities and/or the marketing of Parks and Recreation programs.

6.7 CREDIT CARD/ADMINISTRATIVE FEES

Leander Parks and Recreation and Public Library will assess a $2.00 Credit Card administrative fee to each transaction over $10.00 that is paid for via credit or debit card.

7. ALTERNATIVE SOURCES OF REVENUE

7.1 GRANTS

City of Leander employees are encouraged to investigate the possibilities of securing a grant or sources of outside funding for departmental facilities and programs. All grant applications, donations or alternative funding sources must be approved by the Director of Parks and Recreation, City Manager, City Finance Department and Leander City Council as required.

7.2 GIFT CATALOG

Leander Parks and Recreation may engage in the solicitation of gifts/donations in the form of memorializing or naming an individual, group, business, or organization as a fundraiser for providing park amenities, programs, or facilities. Prices will be determined based on production costs, plus shipping and handling, and any necessary installation costs. Sales will directly benefit the related program or facility.

7.3 SPONSORSHIPS

Leander Parks and Recreation Department will actively solicit sponsorships as an alternate and sometimes sole source of funding programs, facilities and events. Sponsorships can be in-kind donations or financial donations or a combination of both.

AGENDA ITEM # 15

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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'.

BACKGROUND:

Staff is recommending to have language in the library's policy for submitting a Request for Reconsideration of Materials form changed from 'registered borrower' to 'resident borrower'. This is consistent with other area libraries written policies. Our collection is built on community standards, and we desire our community's input and voice regarding the collection.

We would also like to remove 'PARGL Board' as this board does not exist, and replace it with 'Parks and Recreation Director'.

RECOMMENDATION:

Staff requests council approval of the proposed amendments.

PRESENTER:

Mark Tummons, Parks & Recreation Director

Attachments

1. Area Policy Comparison
2. Library Materials Selection Policy - Redlined
3. Library Materials Selection Policy - Final

Similar Language in Other Area Library Policies

1. Cedar Park Public Library's Citizen's Request For Reconsideration Of Library Material:
   "In order to request a formal reconsideration of library materials, an inquirer must be a resident of Cedar Park and must have read the book/resource in its entirety."

2. Hutto Public Library's Collection Development Policy:
   "A patron (a resident of Hutto or within Hutto ISD boundaries- with a valid library card) who wishes to request the withdrawal or reclassification of materials currently owned by the Library are encouraged to discuss their concerns with the Library Manager."

3. Pflugerville Public Library's Collection Development Policy:
   "Persons filling out the "Statement of Concern about Library Resources" must be a Pflugerville resident and hold an active library card. The Library Board will review the material, and may advise the Director of their opinion."

LIBRARY MATERIALS SELECTION POLICY

City of Leander Public Library – 8-2019

1. **STATEMENT OF PURPOSE**

   In accordance with its mission, the Leander Public Library (LPL) assumes the responsibility for providing materials for its community for these reasons:

   a. To promote the love of reading.
   b. To provide materials for education, information and recreation/leisure that will enrich and support the varied interests, abilities, and maturity levels of the children, youth, and adults for whom they are selected.
   c. To provide materials for children, youth, and adults that will stimulate growth in literary appreciation, in aesthetic values, in ethical standards, and in factual knowledge.
   d. To provide a background of information that will enable children, youth and adults, as citizens, to make intelligent choices.
   e. To provide materials representing all sides of viewpoints that as citizens we may develop logical, critical thinking, and evaluation.
   f. To provide materials which are representative of the many religious, ethnic, and cultural groups and their contribution to our American heritage.
   g. The Library assumes the responsibility for collecting in depth in certain subject areas as specified in collection development statements. These areas may be subject to modification.
   h. The Library supports intellectual freedom and has adopted the following statements as policy: The American Library Association's Library Bill of Rights, The American Library Association's Freedom to Read Statement, and The Freedom to View Statement of the American Film and Video Association.
   i. To promote quality Library services through the Texas Public Library Standards.

2. **THE MATERIALS SELECTION POLICY SHALL SERVE THE FOLLOWING PURPOSES:**

   a. To further the mission, goals and functions of the Leander City Library
   b. To guide the Library Director and other library staff in the selection of materials
   c. To ensure quality, diversity and relevance of materials of the collection
   d. To inform the citizens about the selection guidelines
   e. To meet the Texas Public Library Standards

3. **Goals**

   The Leander Public Library shall strive toward the following goals:

a. To accumulate and promote a robust collection of informative, educational and recreational materials within its budget framework in order and enrich personal lives
b. To serve the community as a center of reliable, up-to-date information
c. To promote and to encourage life-long learning and reading for citizens of all ages

4. CRITERIA FOR SELECTION OR WITHDRAWAL OF LIBRARY MATERIALS

Librarians apply their judgment and experience in selecting materials according to the criteria listed below. Selection is an inclusive process, in which librarians seek materials providing a broad range of viewpoints and subject matter. Because an item is selected does not mean an item is endorsed or promoted by the librarian nor the City of Leander. All criteria may not apply to each item, but each item, regardless of format, should be evaluated in terms of the criteria listed below.

Selection, duplication, replacement and withdrawal of library materials shall be influenced by:

- The Library's mission: The Leander Public Library is to be a welcoming gathering space for the cultural and civic life of our growing community, one that fosters diversity and inclusiveness and provides useful resources to enrich formal and self-directed learning and leisure activities.
- Relevance of subject matter to the Library's collection
- Noted or awarded literary, artistic, political, social, or scientific value
- Current and historical significance
- The attention of critics and reviews
- Readability or potential for circulation
- Available space
- Available budget
- Value of the resource in relation to its cost
- Usefulness and appeal
- Appropriateness of format, content, and style (including size & binding)
- Reputation, popularity, or significance of the author, publisher, performer, producer, or the material itself
- Relation to other material in the collection
- Popular demand or local interest
- Availability through Interlibrary Loan, the Internet, or in other area libraries
- Accessibility online
- Currency and accuracy of the material
- Anticipated long-term use
- Professional judgment

- Cost and durability of format
- Customer requests

5. RESPONSIBILITY AND AUTHORITY

a. At the beginning of each fiscal year (October 1), the Library Director, along with Departmental staff and appropriate Advisory Board will determine how designated funds will be allocated among the areas of the collection. The informational, educational, and recreational needs of the community will be the first priority when considering selection of materials.

b. Materials selection will be based on positive reviews in professional journals or actual examination and evaluation of materials. Selection aids include but are not limited to Kirkus Reviews, Booklist, Library Journal, Amazon, and American Library Association bibliographies. Suggestions from the community for items to be considered are strongly encouraged and may be made by filling out a book request form, but materials must meet selection criteria.

c. General areas of the collection include adult fiction and non-fiction, children and young adult fiction and non-fiction, Spanish language materials, audiobooks, films, recorded music, magazines, and electronic resources (databases, e-books, e-audiobooks, e-magazines). Other areas may be added as demand and budget warrant.

d. Final responsibility and authority for materials selection rests with the Library Director who operates with a framework of standards set by the Texas State Library and Archives Commission, American Library Association, Texas Library Association, and polices established by the City of Leander, Texas. The Director may delegate selection for some areas of the collection to other staff.

e. The Library subscribes to the principles of the American Library Association's Library Bill of Rights, Freedom to Read Statement, Diversity of Collection Development, and Free Access to Libraries for Minors, as well as the Texas Library Association's Intellectual Freedom Statement. Selection does not imply agreement with or approval of content, viewpoint, implication, or expression of material.

f. Access to the collection is freely available to all. The Library recognizes that some materials are controversial and that any given item may offend some patrons. Responsibility for the information children encounter rests with their parents and legal guardians. Selection will not be inhibited by the possibility that materials may inadvertently come into the possession of children. Selections will be made on the merits of the work in relation to the collection and interest of the community.

g. The Library does not attempt to acquire textbooks.
h. Multiple copies of popular books may be purchased to meet demand.
i. Regardless of an item's popularity, the Library may choose not to select it due to budgetary, space, or reasonable use limitations.
j. Items more than 3 years old will be added to the collection so long as they meet the above criteria and add value to the collection.
k. The library will attempt to provide information in a variety of formats when available. Video and audio recordings will be selected to meet general interests or historical perspective.
l. Specific materials unavailable in the collection may be acquired for individual patrons through interlibrary loan; materials frequently requested through interlibrary loan may be added to the collection.
m. The following formats of materials will be selected according to the aforementioned criteria as budget and need allow:
    - Books
    - Large print books
    - Audiobooks on CD and Playaway devices
    - Films on DVD
    - Music CDs
    - Magazines
    - Electronic/downloadable formats
    - Other formats as available

6. MAINTENANCE OF THE COLLECTION

To maintain timely, relevant, and useful resources for the community, the collection will be periodically examined for the purpose of weeding materials. Materials that no longer fit the stated service roles of the Library will be withdrawn from the collection. These materials may include items that are damaged, contain obsolete information, or are no longer used. Decisions will be based on accepted professional practice, such as those described in the Texas State Library and Archives Commission's *CREW: A Weeding Manual for Modern Libraries*, and the professional judgment of the Library Director or designated specialist.

Items withdrawn from the collection may be disposed of, donated to the Leander Library Foundation Used Book Store, gathered for the Leander Public Library book sales, donated to other agencies, or otherwise discarded at the discretion of the Library Director. Lost or damaged materials will be replaced on an individual basis determined by the demand, use, and/or need for a specific item. Storage space is limited;

therefore, only materials deemed of useful, relevant, or historical value by the Library Director will be stored in the library.

7. STATEMENT ABOUT THE REQUEST FOR THE WITHDRAWAL/RECONSIDERATION OF A SPECIFIC TITLE IN THE LIBRARY COLLECTION

The Leander Public Library welcomes comments and suggestions regarding the continued appropriateness of materials in the collection, especially concerning outdated materials. Suggestions will be considered and utilized by the Library in the ongoing process of collection development.

Individuals may take issue with library materials that do not support their tastes and views. Staff is available to discuss concerns and identify alternate materials that may be available. If a patron's concern is not satisfied through discussion with staff, a Request for Reconsideration of Library Materials form may be submitted to the Library Director. Copies of this form are available at the circulation desk.

a. Once a title has been accepted as qualifying under the selection policies and rules of the Library, it will not be removed at the request of those who disagree with it unless it can be shown to be in violation of these policies.
b. In no instance will material be removed on demand. Materials are evaluated as a whole and not on the basis of a particular passage. An item will not be excluded because it presents an aspect of life honestly or with frank expression.
c. The request for withdrawal/reconsideration will be given to a review committee including the Library Director, a staff member, and the ~~PARGL Board~~ Parks and Recreation Director. The Library Director will respond, in writing within thirty days of receipt, to the patron's request for reconsideration. The response will indicate the action to be taken and reasons for or against the request. An item will be evaluated for reconsideration only once in a twelve-month period.
d. In order to have a request considered, the customer must:
    - Be a ~~registered~~ resident borrower in good standing with the Leander Public Library
    - File a completed Request for Reconsideration of Library Materials form with the Library Director
    - Supply full name and address. Anonymous complaints will not be considered

8. SUGGESTIONS FOR PURCHASE

Library customers may recommend items for purchase by using the LPL Webpage "Suggest a Title" link. The Library welcomes your suggestions and gives them serious consideration. However, because of cost considerations, we are unable to notify customers about decisions made regarding specific titles. Customers are encouraged to

check the catalog periodically or make an Interlibrary Loan request to obtain the materials, particularly older titles. Consulting with a librarian prior to making a purchase suggestion is always recommended. Librarians may be able to help you find either the exact titles that you want or related titles that may be of interest.

9. GIFT MATERIALS AND DONATIONS

Gifts and donations to the Leander Public Library, in the form of materials, money, or memorials donated in honor of an individual, are welcome. The Library will acknowledge receipt of the donated items on request but is unable to set fair market or appraisal values. It is recommended that the donor make a list of items donated. Donated items will not be returned to the donor. Donations of equipment, real estate, stock, artifacts, works of art, collections, etc., will be referred to the Leander Library Foundation and acceptance based on their suitability to the purposes and needs of the Library, laws and regulations that govern the ownership of the gift, and the Foundation's ability to cover any insurance and maintenance costs associated with the donation.

The same principles of selection that are applied to purchases apply to gifts. This means:

- The Library is not obligated to accept gifts deemed unsuitable by the Library Director or designated staff
- Once donated, materials become the property of the Leander Public Library
- Donated items may or may not be added to the Library's collection at the discretion of the Library staff.
- The Library reserves the right to decide the conditions of display, housing, and access to the materials
- When gift materials are deemed no longer useful, they will be discarded at the Library Director's discretion

10. REPLACEMENT OF MATERIALS

Damaged, lost or weeded materials should be reviewed to see if they can be replaced by the same title (if it continues to be of value), or by a later edition of the same title, or by better titles on the same subject.

11. POLICY REVIEW AND REVISION

This policy will be reviewed annually to ensure that it remains a useful tool for meeting the needs of the community; mission and goals of the Leander Public Library.

Leander Public Library

Request for Reconsideration of Materials

Request initiated by: _____

Name

_____

Address

_____ _____

City and Zip Phone

_____

Email Address

_____

Leander Public Library Customer Card Number

Material questioned:

Type of material:_____book_____audiobook_____video_____other_____

Please specify

Title:_____

Author or creator:_____Date of publication: _____

1. Have you read or seen this material in its entirety? _____
   If not, what parts have you read or seen:_____
   _____
   _____

2. To what do you object? (Please be specific; cite pages or specific scenes. Use the back if necessary):_____
   _____
   _____

3. What do you believe is the main idea of this material?:_____
   _____
   _____

4. What reviews of this material have you read: _____
   _____

5. In your judgement, what is the value of the material?:_____

6. In its place, what material would you recommend that would convey a comparable picture of and/or perspective on the subject?_____

Signature of Complainant_____Date _____

Received by_____Date _____

You will receive a response to your request within thirty (30) days.

Leander Public Library

1011 S. Bagdad
Road Leander, TX
78641

Gift Receipt Form

Date: _____

To:_____,

Gifts of materials are accepted by the Leander Public Library with the understanding that they become the sole property of the Library and may or may not be added to the Library's collection. The decision to include gift materials will be based on whether the materials meet the Library's standards of materials selection.

The Library cannot make a dollar evaluation of gifts. The Library recommends that you (the donor) make a list of materials donated and a Library staff member will verify the list at the time of donation.

This letter serves as acknowledgement of receipt of_____used books/media/other_____
_____donated to the Leander Public Library.
(Please specify the items)

Thank you,

Priscilla Donovan
Library Director

_____
Donor's Name

_____
Donor's Address

City, State, Zip

American Library Association's Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted: June 18, 1948.
Amended: February 2, 1961, and January 23, 1980, inclusion of "age"
Reaffirmed January 23, 1996, by the ALA Council.

American Library Association's The Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label “controversial” views, to distribute lists of “objectionable” books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to avoid the subversion of politics and the corruption of morals. We, as citizens devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary citizen, by exercising critical judgment, will accept the good and reject the bad. The censors, public and private, assume that they should determine what is good and what is bad for their fellow citizens.

We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they need the help of censors to assist them in this task. We do not believe they are prepared to sacrifice their heritage of a free press in order to be “protected” against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and

to the accumulation of knowledge and ideas into organized collections.
We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read.

We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings. The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.
We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox or unpopular with the majority.*
   Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.
2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*
   Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.
3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*
   No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.
4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts*

of writers to achieve artistic expression.
To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept with any expression the prejudgment of a label characterizing it or its author as subversive or dangerous.*

   The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for the citizen. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large.*
   It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*
   The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said.
   Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all citizens the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is

possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant.

We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.
Adopted June 25, 1953; revised January 28, 1972, January 16, 1991, July 12, 2000,
by the ALA Council and the AAP Freedom to Read Committee.

Diversity in Collection Development: An Interpretation of the Library Bill of Rights

Throughout history, the focus of censorship has fluctuated from generation to generation. Books and other materials have not been selected or have been removed from library collections for many reasons, among which are prejudicial language and ideas, political content, economic theory, social philosophies, religious beliefs, sexual forms of expression, and other topics of a potentially controversial nature.

Some examples of censorship may include removing or not selecting materials because they are considered by some as racist or sexist; not purchasing conservative religious materials; not selecting materials about or by minorities because it is thought these groups or interests are not represented in a community; or not providing information on or materials from non-mainstream political entities.

Librarians may seek to increase user awareness of materials on various social concerns by many means, including, but not limited to, issuing bibliographies and presenting exhibits and programs.

Librarians have a professional responsibility to be inclusive, not exclusive, in collection development and in the provision of interlibrary loan. Access to all materials legally obtainable should be assured to the user, and policies should not unjustly exclude materials even if they are offensive to the librarian or the user. Collection development should reflect the philosophy inherent in Article II of the *Library Bill of Rights:* Libraries should provide materials and information presenting all points of view on current and historical issues.

Materials should not be proscribed or removed because of partisan or doctrinal disapproval." A balanced collection reflects a diversity of materials, not an equality of numbers. Collection development responsibilities include selecting materials in the languages in common use in the community which the library serves. Collection development and the selection of materials should be done according to professional standards and established selection and review procedures.

There are many complex facets to any issue, and variations of context in which issues may be expressed, discussed, or interpreted. Librarians have a professional responsibility to be fair, just, and equitable and to give all library users equal protection in guarding against violation of the library patron's right to read, view, or listen to materials and resources

protected by the First Amendment, no matter what the viewpoint of the author, creator, or selector. Librarians have an obligation to protect library collections from removal of materials based on personal bias or prejudice, and to select and support the access to materials on all subjects that meet, as closely as possible, the needs and interests of all persons in the community which the library serves.

This includes materials that reflect political, economic, religious, social, minority, and sexual issues. Intellectual freedom, the essence of equitable library services, provides for free access to all expressions of ideas through which any and all sides of a question, cause, or movement may be explored. Toleration is meaningless without tolerance for what some may consider detestable.

Librarians cannot justly permit their own preferences to limit their degree of tolerance in collection development, because freedom is indivisible.

Adopted July 14, 1982; amended January 10, 1990, by the ALA Council.

Free Access to Libraries for Minors: An Interpretation of the Library Bill of Rights

Library policies and procedures which effectively deny minors equal access to all library resources available to other users violate the *Library Bill of Rights*. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

Article V of the *Library Bill of Rights* states, "A person's right to use a library should not be denied or abridged because of origin, age, background, or views." The "right to use a library" includes free access to, and unrestricted use of, all the services, materials, and facilities the library has to offer. Every restriction on access to, and use of, library resources, based solely on the chronological age, educational level, or legal emancipation of users violates Article V. Libraries are charged with the mission of developing resources to meet the diverse information needs and interests of the communities they serve. Services, materials, and facilities which fulfill the needs and interests of library users at different stages in their personal development are a necessary part of library resources. The needs and interests of each library user, and resources appropriate to meet those needs and interests, must be determined on an individual basis.

Librarians cannot predict what resources will best fulfill the needs and interests of any individual user based on a single criterion such as chronological age, level of education, or legal emancipation.

The selection and development of library resources should not be diluted because of minors having the same access to library resources as adult users. Institutional self-censorship diminishes the credibility of the library in the community, and restricts access for all library users.

Librarians and governing bodies should not resort to age restrictions on access to library resources in an effort to avoid actual or anticipated objections from parents or anyone else. The mission, goals, and objectives of libraries do not authorize librarians or governing bodies to assume, abrogate, or overrule the rights and responsibilities of parents or legal guardians.

Librarians and governing bodies should maintain that parents—and only parents—have the right and the responsibility to restrict the access of their children—and only their children—to library resources. Parents or legal guardians who do not want their children to have access to certain library services, materials or facilities, should so advise their children. Librarians and governing bodies cannot assume the role of parents or the functions of parental authority in the private relationship between parent and child.

Librarians and governing bodies have a public and professional obligation to provide equal access to all library resources for all library users.

Librarians have a professional commitment to ensure that all members of the community they serve have free and equal access to the entire range of library resources regardless of content, approach, format, or amount of detail. This principle of library service applies equally to all users, minors as well as adults. Librarians and governing bodies must uphold this principle in order to provide adequate and effective service to minors.

Adopted June 30, 1972; amended July 1, 1981; July 3, 1991, by the ALA Council.

Freedom to View Statement

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantees of freedom of expression.

2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.

3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.

4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.

5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989.

The Texas Library Association Intellectual Freedom Statement

A. PREAMBLE

The Texas Library Association holds that the freedom to read is a corollary of the constitutional guarantee of freedom of the press. Freedom of choice in selecting materials is a necessary safeguard to the freedom to read, and shall be protected against extra-legal, irresponsible attempts by self-appointed censors to abridge it. The Association believes that citizens shall have the right of free inquiry and the equally important right of forming their own opinions, and that it is of the utmost importance to the continued existence of democracy that freedom of the press in all forms of public communication be defended and preserved. The Texas Library Association subscribes in full to the principles set forth in the LIBRARY BILL OF RIGHTS of the American Library Association, Freedom to Read Statement, and interpretative statements adopted thereto.

B. AREAS OF CONCERN

1. LEGISLATION. The Texas Library Association is concerned with legislation at the federal, state, local and school district level which tends to strengthen the position of libraries and other media of communication as instruments of knowledge and culture in a free society. The Association is also concerned with monitoring proposed legislation at the federal, state, local and school district level which might restrict, prejudice or otherwise interfere with the selection, acquisition, or other professional activities of libraries, as expressed in the American Library Association's LIBRARY BILL OF RIGHTS and the Freedom to Read Statement.

   The Intellectual Freedom Committee works with the Legislative Committee to watch proposed legislation, at the various levels, which would restrict or interfere with the selection, acquisition, or other professional activities of libraries.
2. INTERFERENCE. The Association is concerned with the proposed or actual restrictions imposed by individuals, voluntary committees, or administrative authority on library materials or on the selection judgment, or on the procedures or practices of librarians. The Intellectual Freedom Committee attempts to eliminate restrictions which are imposed on the use or selection of library materials or selection judgment or on the procedures or practices of librarians; receives requests for advice and assistance where freedom has been threatened or curtailed; and recommends action to the

Executive Board where it appears necessary.

3. MATERIALS SELECTION POLICY. The Texas Library Association believes that every library, in order to strengthen its own selection process, and to provide an objective basis for evaluation of that process, should develop a written official statement of policy for the selection of library materials.
   The Intellectual Freedom Committee encourages all libraries to develop a written statement of policy for the selection of library materials which includes an endorsement of the LIBRARY BILL OF RIGHTS.
4. EDUCATION. The Texas Library Association is concerned with the continuing education of librarians and the general public in understanding and implementing the philosophy inherent in the LIBRARY BILL OF RIGHTS and the ALA Freedom to Read Statement.
   The Intellectual Freedom Committee supports an active education program for librarians, trustees, and the general public.
5. LIAISON WITH OTHER ORGANIZATIONS. The Texas Library Association, in order to encourage a united front in defending the rights to read, shall cooperate with other organizations concerned with intellectual freedom.
   The Intellectual Freedom Committee advises on TLA positions and cooperates with other organizations.

Adopted September 15, 1972 by the TLA Council;
Reaffirmed April 7, 1995 by the TLA Council

LIBRARY MATERIALS SELECTION POLICY

City of Leander Public Library – 8-2019

1. **STATEMENT OF PURPOSE**

   In accordance with its mission, the Leander Public Library (LPL) assumes the responsibility for providing materials for its community for these reasons:

   a. To promote the love of reading.
   b. To provide materials for education, information and recreation/leisure that will enrich and support the varied interests, abilities, and maturity levels of the children, youth, and adults for whom they are selected.
   c. To provide materials for children, youth, and adults that will stimulate growth in literary appreciation, in aesthetic values, in ethical standards, and in factual knowledge.
   d. To provide a background of information that will enable children, youth and adults, as citizens, to make intelligent choices.
   e. To provide materials representing all sides of viewpoints that as citizens we may develop logical, critical thinking, and evaluation.
   f. To provide materials which are representative of the many religious, ethnic, and cultural groups and their contribution to our American heritage.
   g. The Library assumes the responsibility for collecting in depth in certain subject areas as specified in collection development statements. These areas may be subject to modification.
   h. The Library supports intellectual freedom and has adopted the following statements as policy: The American Library Association's Library Bill of Rights, The American Library Association's Freedom to Read Statement, and The Freedom to View Statement of the American Film and Video Association.
   i. To promote quality Library services through the Texas Public Library Standards.

2. **THE MATERIALS SELECTION POLICY SHALL SERVE THE FOLLOWING PURPOSES:**

   a. To further the mission, goals and functions of the Leander City Library
   b. To guide the Library Director and other library staff in the selection of materials
   c. To ensure quality, diversity and relevance of materials of the collection
   d. To inform the citizens about the selection guidelines
   e. To meet the Texas Public Library Standards

3. **Goals**

   The Leander Public Library shall strive toward the following goals:

a. To accumulate and promote a robust collection of informative, educational and recreational materials within its budget framework in order and enrich personal lives
b. To serve the community as a center of reliable, up-to-date information
c. To promote and to encourage life-long learning and reading for citizens of all ages

4. CRITERIA FOR SELECTION OR WITHDRAWAL OF LIBRARY MATERIALS

Librarians apply their judgment and experience in selecting materials according to the criteria listed below. Selection is an inclusive process, in which librarians seek materials providing a broad range of viewpoints and subject matter. Because an item is selected does not mean an item is endorsed or promoted by the librarian nor the City of Leander. All criteria may not apply to each item, but each item, regardless of format, should be evaluated in terms of the criteria listed below.

Selection, duplication, replacement and withdrawal of library materials shall be influenced by:

- The Library's mission: The Leander Public Library is to be a welcoming gathering space for the cultural and civic life of our growing community, one that fosters diversity and inclusiveness and provides useful resources to enrich formal and self-directed learning and leisure activities.
- Relevance of subject matter to the Library's collection
- Noted or awarded literary, artistic, political, social, or scientific value
- Current and historical significance
- The attention of critics and reviews
- Readability or potential for circulation
- Available space
- Available budget
- Value of the resource in relation to its cost
- Usefulness and appeal
- Appropriateness of format, content, and style (including size & binding)
- Reputation, popularity, or significance of the author, publisher, performer, producer, or the material itself
- Relation to other material in the collection
- Popular demand or local interest
- Availability through Interlibrary Loan, the Internet, or in other area libraries
- Accessibility online
- Currency and accuracy of the material
- Anticipated long-term use
- Professional judgment

- Cost and durability of format
- Customer requests

5. RESPONSIBILITY AND AUTHORITY

a. At the beginning of each fiscal year (October 1), the Library Director, along with Departmental staff and appropriate Advisory Board will determine how designated funds will be allocated among the areas of the collection. The informational, educational, and recreational needs of the community will be the first priority when considering selection of materials.

b. Materials selection will be based on positive reviews in professional journals or actual examination and evaluation of materials. Selection aids include but are not limited to Kirkus Reviews, Booklist, Library Journal, Amazon, and American Library Association bibliographies. Suggestions from the community for items to be considered are strongly encouraged and may be made by filling out a book request form, but materials must meet selection criteria.

c. General areas of the collection include adult fiction and non-fiction, children and young adult fiction and non-fiction, Spanish language materials, audiobooks, films, recorded music, magazines, and electronic resources (databases, e-books, e-audiobooks, e-magazines). Other areas may be added as demand and budget warrant.

d. Final responsibility and authority for materials selection rests with the Library Director who operates with a framework of standards set by the Texas State Library and Archives Commission, American Library Association, Texas Library Association, and polices established by the City of Leander, Texas. The Director may delegate selection for some areas of the collection to other staff.

e. The Library subscribes to the principles of the American Library Association's Library Bill of Rights, Freedom to Read Statement, Diversity of Collection Development, and Free Access to Libraries for Minors, as well as the Texas Library Association's Intellectual Freedom Statement. Selection does not imply agreement with or approval of content, viewpoint, implication, or expression of material.

f. Access to the collection is freely available to all. The Library recognizes that some materials are controversial and that any given item may offend some patrons. Responsibility for the information children encounter rests with their parents and legal guardians. Selection will not be inhibited by the possibility that materials may inadvertently come into the possession of children. Selections will be made on the merits of the work in relation to the collection and interest of the community.

g. The Library does not attempt to acquire textbooks.
h. Multiple copies of popular books may be purchased to meet demand.
i. Regardless of an item's popularity, the Library may choose not to select it due to budgetary, space, or reasonable use limitations.
j. Items more than 3 years old will be added to the collection so long as they meet the above criteria and add value to the collection.
k. The library will attempt to provide information in a variety of formats when available. Video and audio recordings will be selected to meet general interests or historical perspective.
l. Specific materials unavailable in the collection may be acquired for individual patrons through interlibrary loan; materials frequently requested through interlibrary loan may be added to the collection.
m. The following formats of materials will be selected according to the aforementioned criteria as budget and need allow:
    - Books
    - Large print books
    - Audiobooks on CD and Playaway devices
    - Films on DVD
    - Music CDs
    - Magazines
    - Electronic/downloadable formats
    - Other formats as available

6. MAINTENANCE OF THE COLLECTION

To maintain timely, relevant, and useful resources for the community, the collection will be periodically examined for the purpose of weeding materials. Materials that no longer fit the stated service roles of the Library will be withdrawn from the collection. These materials may include items that are damaged, contain obsolete information, or are no longer used. Decisions will be based on accepted professional practice, such as those described in the Texas State Library and Archives Commission's *CREW: A Weeding Manual for Modern Libraries*, and the professional judgment of the Library Director or designated specialist.

Items withdrawn from the collection may be disposed of, donated to the Leander Library Foundation Used Book Store, gathered for the Leander Public Library book sales, donated to other agencies, or otherwise discarded at the discretion of the Library Director. Lost or damaged materials will be replaced on an individual basis determined by the demand, use, and/or need for a specific item. Storage space is limited;

therefore, only materials deemed of useful, relevant, or historical value by the Library Director will be stored in the library.

7. STATEMENT ABOUT THE REQUEST FOR THE WITHDRAWAL/RECONSIDERATION OF A SPECIFIC TITLE IN THE LIBRARY COLLECTION

The Leander Public Library welcomes comments and suggestions regarding the continued appropriateness of materials in the collection, especially concerning outdated materials. Suggestions will be considered and utilized by the Library in the ongoing process of collection development.

Individuals may take issue with library materials that do not support their tastes and views. Staff is available to discuss concerns and identify alternate materials that may be available. If a patron's concern is not satisfied through discussion with staff, a Request for Reconsideration of Library Materials form may be submitted to the Library Director. Copies of this form are available at the circulation desk.

a. Once a title has been accepted as qualifying under the selection policies and rules of the Library, it will not be removed at the request of those who disagree with it unless it can be shown to be in violation of these policies.
b. In no instance will material be removed on demand. Materials are evaluated as a whole and not on the basis of a particular passage. An item will not be excluded because it presents an aspect of life honestly or with frank expression.
c. The request for withdrawal/reconsideration will be given to a review committee including the Library Director, a staff member, and the Parks and Recreation Director. The Library Director will respond, in writing within thirty days of receipt, to the patron's request for reconsideration. The response will indicate the action to be taken and reasons for or against the request. An item will be evaluated for reconsideration only once in a twelve-month period.
d. In order to have a request considered, the customer must:
    - Be a resident borrower in good standing with the Leander Public Library
    - File a completed Request for Reconsideration of Library Materials form with the Library Director
    - Supply full name and address. Anonymous complaints will not be considered

8. SUGGESTIONS FOR PURCHASE

Library customers may recommend items for purchase by using the LPL Webpage "Suggest a Title" link. The Library welcomes your suggestions and gives them serious consideration. However, because of cost considerations, we are unable to notify customers about decisions made regarding specific titles. Customers are encouraged to

check the catalog periodically or make an Interlibrary Loan request to obtain the materials, particularly older titles. Consulting with a librarian prior to making a purchase suggestion is always recommended. Librarians may be able to help you find either the exact titles that you want or related titles that may be of interest.

9. GIFT MATERIALS AND DONATIONS

Gifts and donations to the Leander Public Library, in the form of materials, money, or memorials donated in honor of an individual, are welcome. The Library will acknowledge receipt of the donated items on request but is unable to set fair market or appraisal values. It is recommended that the donor make a list of items donated. Donated items will not be returned to the donor. Donations of equipment, real estate, stock, artifacts, works of art, collections, etc., will be referred to the Leander Library Foundation and acceptance based on their suitability to the purposes and needs of the Library, laws and regulations that govern the ownership of the gift, and the Foundation's ability to cover any insurance and maintenance costs associated with the donation.

The same principles of selection that are applied to purchases apply to gifts. This means:

- The Library is not obligated to accept gifts deemed unsuitable by the Library Director or designated staff
- Once donated, materials become the property of the Leander Public Library
- Donated items may or may not be added to the Library's collection at the discretion of the Library staff.
- The Library reserves the right to decide the conditions of display, housing, and access to the materials
- When gift materials are deemed no longer useful, they will be discarded at the Library Director's discretion

10. REPLACEMENT OF MATERIALS

Damaged, lost or weeded materials should be reviewed to see if they can be replaced by the same title (if it continues to be of value), or by a later edition of the same title, or by better titles on the same subject.

11. POLICY REVIEW AND REVISION

This policy will be reviewed annually to ensure that it remains a useful tool for meeting the needs of the community; mission and goals of the Leander Public Library.

Leander Public Library

Request for Reconsideration of Materials

Request initiated by: _____

Name

_____

Address

_____ _____

City and Zip Phone

_____

Email Address

_____

Leander Public Library Customer Card Number

Material questioned:

Type of material:_____book_____audiobook_____video_____other_____

Please specify

Title:_____

Author or creator:_____Date of publication: _____

1. Have you read or seen this material in its entirety? _____
   If not, what parts have you read or seen:_____
   _____
   _____

2. To what do you object? (Please be specific; cite pages or specific scenes. Use the back if necessary):_____
   _____
   _____

3. What do you believe is the main idea of this material?:_____
   _____
   _____

4. What reviews of this material have you read: _____
   _____

_____

5. In your judgement, what is the value of the material?:_____
_____
_____

6. In its place, what material would you recommend that would convey a comparable picture of and/or perspective on the subject?_____
_____
_____

Signature of Complainant_____Date _____

Received by_____Date _____

You will receive a response to your request within thirty (30) days.

Leander Public Library

1011 S. Bagdad
Road Leander, TX
78641

Gift Receipt Form

Date: _____

To:_____,

Gifts of materials are accepted by the Leander Public Library with the understanding that they become the sole property of the Library and may or may not be added to the Library's collection. The decision to include gift materials will be based on whether the materials meet the Library's standards of materials selection.

The Library cannot make a dollar evaluation of gifts. The Library recommends that you (the donor) make a list of materials donated and a Library staff member will verify the list at the time of donation.

This letter serves as acknowledgement of receipt of_____used books/media/other_____
_____donated to the Leander Public Library.
(Please specify the items)

Thank you,

Priscilla Donovan
Library Director

_____
Donor's Name

_____
Donor's Address

City, State, Zip

American Library Association's Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted: June 18, 1948.
Amended: February 2, 1961, and January 23, 1980, inclusion of "age"
Reaffirmed January 23, 1996, by the ALA Council.

American Library Association's The Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label “controversial” views, to distribute lists of “objectionable” books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to avoid the subversion of politics and the corruption of morals. We, as citizens devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary citizen, by exercising critical judgment, will accept the good and reject the bad. The censors, public and private, assume that they should determine what is good and what is bad for their fellow citizens.

We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they need the help of censors to assist them in this task. We do not believe they are prepared to sacrifice their heritage of a free press in order to be “protected” against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and

to the accumulation of knowledge and ideas into organized collections.
We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read.

We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings. The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.
We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox or unpopular with the majority.*
   Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.
2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*
   Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.
3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*
   No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.
4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts*

of writers to achieve artistic expression.
To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept with any expression the prejudgment of a label characterizing it or its author as subversive or dangerous.*

   The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for the citizen. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large.*
   It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*
   The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said.
   Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all citizens the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is

possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant.

We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.
Adopted June 25, 1953; revised January 28, 1972, January 16, 1991, July 12, 2000,
by the ALA Council and the AAP Freedom to Read Committee.

Diversity in Collection Development: An Interpretation of the Library Bill of Rights

Throughout history, the focus of censorship has fluctuated from generation to generation. Books and other materials have not been selected or have been removed from library collections for many reasons, among which are prejudicial language and ideas, political content, economic theory, social philosophies, religious beliefs, sexual forms of expression, and other topics of a potentially controversial nature.

Some examples of censorship may include removing or not selecting materials because they are considered by some as racist or sexist; not purchasing conservative religious materials; not selecting materials about or by minorities because it is thought these groups or interests are not represented in a community; or not providing information on or materials from non-mainstream political entities.

Librarians may seek to increase user awareness of materials on various social concerns by many means, including, but not limited to, issuing bibliographies and presenting exhibits and programs.

Librarians have a professional responsibility to be inclusive, not exclusive, in collection development and in the provision of interlibrary loan. Access to all materials legally obtainable should be assured to the user, and policies should not unjustly exclude materials even if they are offensive to the librarian or the user. Collection development should reflect the philosophy inherent in Article II of the *Library Bill of Rights:* Libraries should provide materials and information presenting all points of view on current and historical issues.

Materials should not be proscribed or removed because of partisan or doctrinal disapproval." A balanced collection reflects a diversity of materials, not an equality of numbers. Collection development responsibilities include selecting materials in the languages in common use in the community which the library serves. Collection development and the selection of materials should be done according to professional standards and established selection and review procedures.

There are many complex facets to any issue, and variations of context in which issues may be expressed, discussed, or interpreted. Librarians have a professional responsibility to be fair, just, and equitable and to give all library users equal protection in guarding against violation of the library patron's right to read, view, or listen to materials and resources

protected by the First Amendment, no matter what the viewpoint of the author, creator, or selector. Librarians have an obligation to protect library collections from removal of materials based on personal bias or prejudice, and to select and support the access to materials on all subjects that meet, as closely as possible, the needs and interests of all persons in the community which the library serves.

This includes materials that reflect political, economic, religious, social, minority, and sexual issues. Intellectual freedom, the essence of equitable library services, provides for free access to all expressions of ideas through which any and all sides of a question, cause, or movement may be explored. Toleration is meaningless without tolerance for what some may consider detestable.

Librarians cannot justly permit their own preferences to limit their degree of tolerance in collection development, because freedom is indivisible.

Adopted July 14, 1982; amended January 10, 1990, by the ALA Council.

Free Access to Libraries for Minors: An Interpretation of the Library Bill of Rights

Library policies and procedures which effectively deny minors equal access to all library resources available to other users violate the *Library Bill of Rights*. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

Article V of the *Library Bill of Rights* states, "A person's right to use a library should not be denied or abridged because of origin, age, background, or views." The "right to use a library" includes free access to, and unrestricted use of, all the services, materials, and facilities the library has to offer. Every restriction on access to, and use of, library resources, based solely on the chronological age, educational level, or legal emancipation of users violates Article V. Libraries are charged with the mission of developing resources to meet the diverse information needs and interests of the communities they serve. Services, materials, and facilities which fulfill the needs and interests of library users at different stages in their personal development are a necessary part of library resources. The needs and interests of each library user, and resources appropriate to meet those needs and interests, must be determined on an individual basis.

Librarians cannot predict what resources will best fulfill the needs and interests of any individual user based on a single criterion such as chronological age, level of education, or legal emancipation.

The selection and development of library resources should not be diluted because of minors having the same access to library resources as adult users. Institutional self-censorship diminishes the credibility of the library in the community, and restricts access for all library users.

Librarians and governing bodies should not resort to age restrictions on access to library resources in an effort to avoid actual or anticipated objections from parents or anyone else. The mission, goals, and objectives of libraries do not authorize librarians or governing bodies to assume, abrogate, or overrule the rights and responsibilities of parents or legal guardians.

Librarians and governing bodies should maintain that parents—and only parents—have the right and the responsibility to restrict the access of their children—and only their children—to library resources. Parents or legal guardians who do not want their children to have access to certain library services, materials or facilities, should so advise their children. Librarians and governing bodies cannot assume the role of parents or the functions of parental authority in the private relationship between parent and child.

Librarians and governing bodies have a public and professional obligation to provide equal access to all library resources for all library users.

Librarians have a professional commitment to ensure that all members of the community they serve have free and equal access to the entire range of library resources regardless of content, approach, format, or amount of detail. This principle of library service applies equally to all users, minors as well as adults. Librarians and governing bodies must uphold this principle in order to provide adequate and effective service to minors.

Adopted June 30, 1972; amended July 1, 1981; July 3, 1991, by the ALA Council.

Freedom to View Statement

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantees of freedom of expression.

2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.

3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.

4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.

5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989.

The Texas Library Association Intellectual Freedom Statement

A. PREAMBLE

The Texas Library Association holds that the freedom to read is a corollary of the constitutional guarantee of freedom of the press. Freedom of choice in selecting materials is a necessary safeguard to the freedom to read, and shall be protected against extra-legal, irresponsible attempts by self-appointed censors to abridge it. The Association believes that citizens shall have the right of free inquiry and the equally important right of forming their own opinions, and that it is of the utmost importance to the continued existence of democracy that freedom of the press in all forms of public communication be defended and preserved. The Texas Library Association subscribes in full to the principles set forth in the LIBRARY BILL OF RIGHTS of the American Library Association, Freedom to Read Statement, and interpretative statements adopted thereto.

B. AREAS OF CONCERN

1. LEGISLATION. The Texas Library Association is concerned with legislation at the federal, state, local and school district level which tends to strengthen the position of libraries and other media of communication as instruments of knowledge and culture in a free society. The Association is also concerned with monitoring proposed legislation at the federal, state, local and school district level which might restrict, prejudice or otherwise interfere with the selection, acquisition, or other professional activities of libraries, as expressed in the American Library Association's LIBRARY BILL OF RIGHTS and the Freedom to Read Statement.

   The Intellectual Freedom Committee works with the Legislative Committee to watch proposed legislation, at the various levels, which would restrict or interfere with the selection, acquisition, or other professional activities of libraries.
2. INTERFERENCE. The Association is concerned with the proposed or actual restrictions imposed by individuals, voluntary committees, or administrative authority on library materials or on the selection judgment, or on the procedures or practices of librarians. The Intellectual Freedom Committee attempts to eliminate restrictions which are imposed on the use or selection of library materials or selection judgment or on the procedures or practices of librarians; receives requests for advice and assistance where freedom has been threatened or curtailed; and recommends action to the

Executive Board where it appears necessary.

3. MATERIALS SELECTION POLICY. The Texas Library Association believes that every library, in order to strengthen its own selection process, and to provide an objective basis for evaluation of that process, should develop a written official statement of policy for the selection of library materials.
   The Intellectual Freedom Committee encourages all libraries to develop a written statement of policy for the selection of library materials which includes an endorsement of the LIBRARY BILL OF RIGHTS.
4. EDUCATION. The Texas Library Association is concerned with the continuing education of librarians and the general public in understanding and implementing the philosophy inherent in the LIBRARY BILL OF RIGHTS and the ALA Freedom to Read Statement.
   The Intellectual Freedom Committee supports an active education program for librarians, trustees, and the general public.
5. LIAISON WITH OTHER ORGANIZATIONS. The Texas Library Association, in order to encourage a united front in defending the rights to read, shall cooperate with other organizations concerned with intellectual freedom.
   The Intellectual Freedom Committee advises on TLA positions and cooperates with other organizations.

Adopted September 15, 1972 by the TLA Council;
Reaffirmed April 7, 1995 by the TLA Council

AGENDA ITEM # 16

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

On March 17, 2022, bids were opened for ninety (90) golf carts with GPS systems and two (2) utility carts for the Crystal Falls Golf Course. Due to the extreme wear and tear on the carts, the City has chosen over the years to lease rather than own the golf carts. The current lease is expiring this year and staff issued Solicitation S22-006 earlier this year.

Two (2) vendors submitted proposals - Yamaha Golf-Car Company and EZGo Golf Carts. Yamaha provided the most competitive proposal and is the best value for the City. Yamaha is also the current cart vendor. The GPS equipment is currently leased from Proshot Investors, LLC. If approved, Yamaha will also provide the GPS equipment.

The forty-eight (48)- month fleet lease package provides Crystal Falls Golf Course with ninety (90) golf carts for customers plus two (2) maintenance carts for maintenance needs. The lease also includes the GPS system which has been a separate lease in the past.

48-Month Cost:

- Ninety (90) golf carts - $280,152.00
- Two (2) maintenance carts - $8,635.20
- GPS Equipment - $158,976.00

Total: $447,763.20
Annual: $111,940.80

The EZGo proposal for ninety (90) carts over forty-eight (48)- months was $416,491.20. The GPS lease (the lowest option) was an additional $152,625.60. In 2018, the forty-eight (48)- month lease for eighty (80) carts was $236,544 and the GPS equipment was $62,208.00.

RECOMMENDATION:

Recommend approval of forty-eight (48)- month lease from Yamaha Motor Company for ninety (90) QuieTech Fuel Injected Gas golf carts with YamaTrack GPS, one (1) range cart and one (1) utility cart for maintenance needs.

PRESENTER:

Larry Werner, Crystal Falls Golf Course General Manager
Kay Johnson, Interim General Services Manager

Fiscal Impact

Fiscal Year:	2023
Amount Requested:	$111,940.80

Budgeted Y/N: Y

Account(s) : Operating

SUMMARY:

4-year lease total $447,763.20

Attachments

1. Bid Evaluation
2. Yamaha Proposal

Bid Info: City of Leander Golf Cart Fleet and Utility Vehicle Lease

Solicitation No. S22-006 **Opening:** 3/17/2022

EVALUATION CRITERIA	Max Points	EZGO	YAMAHA
Cost per Month	50	38	48
RXV Gas		$96.41	n/a
Pace 10EX (48 months)		$46.36	n/a
Pace 7EX (48 months)		$41.33	n/a
Hauler 800X Gas - Picker		$205.19	n/a
Hauler 1200X Gas		$192.99	n/a
Hauler 800X Gas		$167.93	n/a
QuieTech Fuel Injected Gas Car		n/a	$64.85
Standard EFI Gas Car		n/a	$62.00
YamaTrack GPS		n/a	$35.00
UMAX One Range Unit		n/a	$179.89
UMAX Two Utility		n/a	$0.00
Proposal Meets City Needs	35	32	27
References	15	15	15
TOTAL:	100	85	90

Yamaha Golf Car Proposal

Prepared for:

Crystal Falls Golf Club

Request for Proposal
Lease of Golf Carts
Solicitation RFP # S22-006

Presented By

Yamaha Sales Representative

John T Carney

District Sales Manager

Pflugerville, TX 78660

(678) 551 - 0524

March 10, 2022

TAB # 2

1.2 ~ Letter of Transmittal

1.2.1 Yamaha Golf-Car Company fully understands the services being requested by the City of Leander and Crystal Falls Golf Club throughout the term of this lease and is willing to comply with and provide all the specifications listed in under Tab 1.2.1.

Yamaha Commercial Customer Finance is wholly owned and controlled by Yamaha, and we are the only manufacturer in the business that can arrange our own financing and write our own leases. For over (40) forty years, Yamaha Golf-Car Company has been working with all types of courses and ownership situations to help find the financing that works best for everyone.

1.2.2 Authorized Yamaha Golf-Car Representative for Southwest Texas

Name	~	John T Carney
Title	~	Southwest Texas District Sales Manager
Address	~	17004 Ardisia Dr Pflugerville, TX 78660
Contact #'s	~	(678) 551-0524 (cell) (678) 601-1579 (fax)

1.2.3

John T Carney
Yamaha District Sales Manager

TAB # 3

1.3 ~ Table of Contents

Page 1	~	Title Page	
Page 2	~	TAB # 1	Letter of Transmittal
Page 3	~	TAB # 2	Table of Contents
Page 4	~	TAB # 3	References and Experience
Page 5	~	TAB # 4	Business Information
Page 6	~	TAB # 5	Proposed Vehicles (Fleet Car Info)
Page 7	~	TAB # 5	Proposed Vehicles (Utility & Range Car Info)
Page 8	~	TAB # 5	Proposed Vehicles (Car Pictures)
Page 9	~	TAB # 6	Cost Proposal (Fleet Cars ~ Beverage & Utility Cars) Cost Proposal (Range Car) Delivery Information
Page 10	~	Additional Information Page	
			Fleet Service Training Fleet Set Up Brochures Lease Sample Warranty Information Finance Information

TAB # 4

1.4 ~ References and Experience

Municipality	~	City of Temple
Course Name	~	Sammons Park Golf Club
Car Model	~	2018 Yamaha Drive^2 Electric Golf Cars
# of Units	~	65 golf cars
Lease Term	~	48 months
Contact Person	~	Matthew Clark (Superintendent)
Contact Number	~	(254) 298-5655
Email Address	~	mclark@templetx.gov

Municipality	~	City of Waco
Course Name	~	Cottonwood Creek Golf Course
Car Model	~	2022 Yamaha Drive^2 Electric Golf Cars
# of Units	~	74 golf cars
Lease Term	~	48 months
Contact Person	~	Kenny Duron (Director of Golf)
Contact Number	~	(254) 745-6009
Email Address	~	kennyd@ci.waco.tx.us

Municipality	~	City of Texas City
Course Name	~	Bayou Golf Course
Car Model	~	2022 Yamaha Drive^2 QuieTech Gas Golf Cars
# of Cars	~	75 golf cars
Lease Term	~	48 months
Contact Person	~	Mike Skiba (Head Pro)
Contact Number	~	(409) 739-9622
Email Address	~	mskiba@texas-city-tx.org

TAB # 5

1.5 ~ Business Information

Yamaha has the best bloodlines in the business.

Ever since Torakusu Yamaha built his first organ in 1887, the name Yamaha has stood for innovation and ingenuity. But what really gave the Yamaha name a boost of power was the creation of Yamaha Motors in 1955. From this beginning came some of the world's most celebrated motorcycles, water vehicles, racing engines, ATVs and golf cars.

Today, Yamaha is a leading manufacturer of musical instruments and high quality audio/visual products, and one of the largest producers of Motor Sports products in the world. Yamaha's product lines have expanded to include boats, golf cars, unmanned helicopters and industrial robots.

We just want to be the best at everything we do: designing products, making products, and servicing the customers who buy our products. That's why Yamaha products are recognized the world over for superior quality in design, technology, craftsmanship, and customer-oriented services.

The Yamaha Golf Car Manufacturing plant is located in Newnan, Georgia. All fleet golf cars, personal transportation vehicles and utility vehicles are assembled and shipped from this location by hundreds of Yamaha technicians and employees.

TAB # 6

1.6 ~ Proposed Vehicles

Yamaha Drive^2 QuieTech Golf Cars

The 2015 Yamaha "Drive" Gas Golf Car is equipped with a Yamaha built 357 CC engine that provides low emission, 11.4 HP, and a single cylinder splash style positive oil lubrication system. Yamaha Golf Car Company is the only golf car manufacturer to build their engine and it is the only engine in the industry that was designed specifically for golf course use. Through numerous tests, Yamaha is proven to be the most fuel efficient engine available in the industry today by 8% to 15% over our competition. The cars also feature an automotive ladder style, HybriCore Chassis consisting of a 100% robotically welded steel frame that is protected by an 18-step paint process and a polypropylene structural floor that is 2.5 times stronger and 20% lighter than our previous model. Not only is the Yamaha Drive^2 Golf Car built for durability, but it is also built for comfort. The Drive^2 features the largest and most comfortable contoured seat, the largest sweater basket, and the largest bag well and the largest canopy top in the industry. With the largest area of entry and egress, and automotive style dash and a fully independent Tru-Trak II Suspension, the Yamaha Drive^2 is designed to meet all of your consumer's needs.

Standard QuieTech Features

* 5.8 Gallon Fuel Tank
* Automotive Style Dash with 4 Drink Holders
* 5 MPH Crash Rated – Matching Bumpers
* Fully Independent Front Suspension
* Fully Independent Rear Suspension
* Maintenance-Free Rack and Pinion Steering
* Coil Springs Over Hydraulic Shock Absorbers
* Clima-Guard Top with Dual Rain Gutters
* Sentry Wraparound Protection
* Largest Most Comfortable Seat in the Industry
* Largest Vinyl-Coated Sweater Basket
* Thermoplastic Olefin Body
* Perma-Lubed Sealed Ball Bearings

Additional "Fuel Injected" Features

* Improved Cold Weather Starting
* No Choke Cable
* Reduced Emissions
* Improved Acceleration
* Automatically compensates for higher altitudes
* Improved Fuel Economy up to 45 miles per gallon

Accessories Requested Per Car

* Glacier White or Sunstone Beige Body Color
* Fleet Numbers (2 per car)
* Information Holders
* Climaguard Top on Each Car
* (2) Sand Bottles
* Club Washer

TAB # 6

1.6 ~ Proposed Vehicles (continued)

Yamaha UMAX
(1) ~ UMAX Two Utility,
(1) ~ UMAX One Range Unit

STANDARD FEATURES OF BOTH CARS

* Yamaha Built 401 cc "Fuel Injected" Engine	* 5.6 Gallon Fuel Tank
* Greaseless Chassis	* Filter-less Oil System
* Self-Adjusting Drum Brakes (all four wheels)	* Maintenance-Free Rack & Pinion Steering
* Hunter Green Thermoplastic Body	* Coil Spring Over Hydraulic Shock Rear Suspension
* Front of Car Has 5-MPH Energy-Absorbing Bumper	* Head Lights and Tail lights
* Tru-Track Fully Independent Automotive Front Suspension	* Sentry Wraparound Protection System
* Horn	* Automotive Style Dash

ADDITIONAL FEATURES ON BOTH CARS

Standard Fairway Lounge	UMAX Two Utility
* Clear Solid Windshield	* Cargo Bed Size ~ 41.1" L x 45.9" W x 11.9" H
* Cold Storage Cooler (Holds 16 cases - canned drinks)	* Cargo Bed Capacity ~ 800 lbs. Dump Bed
* Canopy Top	* 2" receiver hitch
* Dry Storage Display Case	
* Cash Drawer (Integrated into display case)	
* Brushed Aluminum Hub Caps	

At the end of the lease term, the cars listed above will be returned to Yamaha Golf-Car Company. It will be the responsibility of Crystal Falls Golf Club to provide any routine maintenance to these vehicles as well as have any damage repaired that is not caused by normal wear and tear at Crystal Falls Golf Club's expense.

TAB # 6

1.6 ~ Proposed Vehicles (continued)

Car Pictures

Glacier White Color

Sunstone Beige Color

UMAX One Range Unit

UMAX Two Utility

TAB # 7 ~ (1.7 ~ Cost Proposal)

1.7.1 2022 Financing Options

48 Month Lease

	QuieTech Fuel Injected Gas Car	Standard EFI Gas Car	YamaTrack GPS	UMAX One Range Unit	UMAX Two Utility
Monthly Price per Car	**$64.85**	**$62.00**	**$35.00**	**$179.89**	**$0.00**

Estimated Property Taxes for this fleet will be approximately $5.00 (per car / per month)
All property taxes would be assessed through Yamaha Leasing in Cypress, CA

Finance options quoted above are for 90 Fleet Golf Cars

Price also includes the following units at No Charge (1) - 2023 UMAX Utility

All payment options above are quoted using a 12 month continuous payment structure

A purchase option is available through Yamaha Golf Car Company to the City of Leander / Crystal Falls G.C. for all or a portion of the fleet at the end of the lease term for fair market value at that time. An approximate value can be given to you by Yamaha District Manager John T Carney upon request.

****

1.7.2 Time of Delivery

Delivery Date: October 2022

First Payment: November 2022

Current Fleet: The current fleet of (80) - 2019 Yamaha Drive EFI Golf Cars, (1) - 2019 Beverage Car and (2) - 2019 Adventurer Two Utility Cars will be returned to Yamaha Golf-Car Company upon delivery of new fleet of 2023 Yamaha Drive^2 Golf Cars. All cars must be in proper working condition when returned to Yamaha Golf Cars. If cars are not in proper working condition, Yamaha Golf Cars has the authorization to invoice Crystal Falls Golf Club for addition repairs to get the cars in proper working condition. An evaluation of the current fleet would be completed by Yamaha Golf Car District Manager John T Carney before the delivery of new fleet of 2023 Yamaha Golf Cars.

Additional Information

Fleet Service: Yamaha Golf Car Company's Fleet Service Technician, Phillip Moore will service your new fleet of 2023 Golf Cars on a regular basis. I'm sure you will enjoy the benefits of having Phillip service your current fleet of cars along with his professionalism during course visits. For any service needs please call Phillip at (512) 539-8011.

Training: During delivery of the new fleet of Yamaha Golf Cars, Yamaha Fleet Service Yamaha District Sales Manager, John T Carney will be present to answer any questions for the staff regarding the golf cars.

Fleet Set Up: Yamaha Golf Car Company will provide all labor for new car set up which will include tops and all accessories for all fleet cars.

Warranty Info: Golf Car Warranty paperwork for Golf Car, Beverage Car and Utility cars have been submitted within this package

Finance Info: Yamaha District Sales Manager John T Carney will work with Crystal Falls Golf Club to help secure proper financing and terms of this lease. At that point, a representative from Yamaha Commercial Customer Finance will contact the City of Leander / Crystal Falls Golf Club to help complete the financing paperwork and set up a payment process for the term of this lease.

AGENDA ITEM # 17

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

On November 4, 2021, City Council awarded bids to multiple bidders for the purchase and upfitting of fourteen (14) police vehicles. Included in that order were three (3) 2022 Silverado SSV trucks for the Police Department.

The Police Department was recently notified that this order was being canceled by the manufacturer due to production delays. The Police Department has located one (1) substitute truck via the Buy-Board cooperative and desires to secure the acquisition of this vehicle while continuing to look for alternatives for the remainder of the previously approved vehicles from the FY 2022 budget. It should be noted that other departments are also in the same situation given the disruption to auto manufacturing over the past year.

The original purchase order was in the amount of $32,927.50. The proposed replacement purchase order is $45,794.50 for a Ram 1500 SSV police package.

RECOMMENDATION:

Recommend rescinding previous award of one (1) 2022 Silverado SSV from Caldwell Country Chevrolet and award bid from Grapevine Dodge Chrysler Jeep for one (1) 2022 Ram 1500 SSV (BuyBoard #601-19)

PRESENTER:

Greg Minton, Chief of Police
Kay Johnson, Interim Purchasing Agent

Fiscal Impact

Amount requested:	$45,794.50
Approved in current budget (Yes / No):	Y
Expenditure (New / Amended):	New
Recurring or one-time:	one-time
Fund source (Operating / Utility / etc.):	Operating

Attachments

1. Caldwell Country Chevrolet Truck Quote
2. New Grapevine Dodge Quote Ram 1500

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	VE11-20	Date Prepared:	9/24/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Leander	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:		Prepared By:	BERT D. STULL
Phone:		Phone:	972-804-9536
Fax:		Fax:	979-567-0853
Email:		Email:	BERT@CALDWELLCOUNTRY.COM

Product Code:	A28	Description:	2022 Silverado SSV

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 24765

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
ZLQ Required, power locks windows and keyless	630		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	630

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	25395	=	Subtotal D:	25395

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: $600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
CAP EQUIPMENT QUOTE 102738	6282.5	DELIVERY	650
		Subtotal F:	6932.5

Delivery Date:	60-90 DAYS APPX	G. Total Purchase Price (D+E+F):	32927.5

HGACBuy THE SMART PURCHASING SOLUTION

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #601-19

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF LEANDER

Rep: Dennis Thomas

Contact: JSCKSON MITCHELL

Phone: 817-410-7541

Phone/Email: JMITCHELL@LEANDERTX.GOV

Email: dthomas@grapevinedcj.com

Product Description: 2022 1500 SSV INBOUND R1

Date: 09/07/2022

A. Bid Series 1500 SSV

A. Base Price: 25,943

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DS6T98	22 1500 SSV	1,385	26D	SSV 5.7L HEMI V8	STD
PXJ	BLACK	97	D7X8	40/20/40 SEAT	44
TTB	LT265/70R17E A/T TIRES	243	XHC	BRAKE CONTROLLER	286
				Total of B. Published Options:	2,055

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
FLOORPLAN COST BASED ON 90 DAY UPFIT		CAP FLEET QUOTE 102738 09/23/2021	7,071.50
TURNAROUND. ZERO IF TRUCK INVOICED WHEN			
DELIVERED TO CAP FLEET			
OUT OF STOCK PURCHASE	1000		
		Total of C. Unpublished Options:	8,071.50

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$600
H.	Lot Insurance (for in stock and/or equipped vehicles):	$225
I.	Contract Price Adjustment: GOVERNMENT INCENTIVE $$ DROP	$ 8,500
J.	Additional Delivery Charge: _____ miles	FOB GRAPEVINE
K.	Subtotal:	$45,394.50
L.	Quantity Ordered _____ x K =	$
M.	Trade in: _____	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$45,794.50

AGENDA ITEM # 18

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

On September 1, 2022, City Council held a public hearing and subsequent vote on the first reading of the FY 2023 tax rate. The proposed tax rate ordinance approves a combined total tax rate of $0.432325 per $100 valuation which is a 4.7374 cent decrease from the current year. The tax rate is comprised of an operating tax rate (M&O) of $0.272325 and a debt rate of $0.16000 per $100.

RECOMMENDATION:

Recommend Approval.

PRESENTER:

Robert Powers, Executive Finance Director

Attachments

1. Tax Rate Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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 2022; 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.

WHEREAS, the City Council of the City of Leander, Texas, has deliberated the proposed municipal budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023; and

WHEREAS, it is necessary that an ordinance be passed levying an ad valorem tax on all property, both real and personal, within the corporate limits of the City of Leander, Texas in accordance with such budget and the Texas Tax Code.

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

SECTION 1. There is hereby levied and there shall be collected for the use, support and operation of the municipal government of the City of Leander and to provide an interest and sinking fund for the fiscal year, upon all property, real, personal and mixed, within the corporate limits of the City subject to taxation, a tax of $0.432325 for each $100.00 valuation of property, said tax being so levied and apportioned for the following specific purposes;

(a) For the current expenses, maintenance and operation of the general government (General Fund), $0.272325 on each $100.00 valuation for property, and

(b) For the interest and sinking fund, $0.160000 on each $100.00 valuation of property.

SECTION 2. The Maintenance and Operations tax rate exceeds the no-new-revenue maintenance and operations tax rate by $0.028017 per $100.

(a) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

(b) THE TAX RATE WILL EFFECTIVELY BE RAISED BY 11.468% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $28.07.

SECTION 3. Taxes levied under this Ordinance shall be due October 1, 2022 and if not paid on or before January 31, 2023, shall immediately become delinquent.

SECTION 4. Taxes shall become a lien upon the property against which assessed, and the Travis County Tax Assessor/Collector within Travis County, and the Williamson County Tax Assessor/Collector within Williamson County, respectively, as the assessor and collector of taxes for the City of Leander, are hereby authorized and empowered to enforce the collection of such taxes, according to the Constitution and laws of the State of Texas and ordinances of the City, and shall, and, by virtue of the tax rolls, fix and establish a lien by levying upon such property whether real, personal or mixed for the payment of said

taxes, penalty and interest. The penalty and interest collected from such delinquent taxes shall be apportioned between the General Fund and the Interest and Sinking Fund of the City of Leander. All delinquent taxes shall bear interest from date of delinquency at the rate prescribed by state law.

SECTION 5. That this Ordinance shall take effect and be in full force from and after its passage.

PASSED AND APPROVED First Reading this the 1st day of September, 2022.

PASSED AND APPROVED Second Reading this the 15th day of September, 2022.

CITY OF LEANDER, TEXAS

_____
Christine DeLisle, Mayor

ATTEST:

_____
Dara Crabtree, City Secretary

AGENDA ITEM # 19

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

Since December 2013, the Finance Department has contracted with Allison McGrew (McGrew Solutions LLC) to perform all the duties associated with the City's bi-weekly payroll including review and quality control processing of employee wages and benefit records as well managing the City's payroll processing module. Other administrative duties include, but not limited to, reconciling monthly health insurance invoices with employee and employer contributions, filing all required state and federal tax reports and payments, TMRS reporting and payments, child support deductions, flex spending plans; just to name a few.

In November 2016, the Human Resources (HR) Department began utilizing Ms. McGrew's expertise on a variety of projects to extend the capacity of the HR Department to accomplish its required tasks with a growing employment headcount, not to mention the implementation of the Affordable Care Act, other state or federal mandates, and advise and assist with the comprehensive review and overhaul of the City's Personnel Policy. In 2020, the contract was amended and extended for a period of two (2) years.

Both the Finance and HR Departments firmly believe that retaining Ms. McGrew as an independent contractor benefits both departments, in terms of cost-savings versus the cost of a full-time employee with benefits and the expertise that she can bring to a variety of tasks.

The current contract is $6,335.00 per month (Payroll - $4,290.00; HR - $2,045.00). The recommended new rate is a twelve (12%) percent increase to $7,095.00 per month. The twelve (12%) percent increase is consistent with the prior two (2) years employee annual merit increases plus the recently approved four (4%) percent COLA for all employees. In addition, the new contract terms would have annual increases equal to the greater of four (4%) percent or the budgeted employee merit increase plus any approved employee COLA. The last change would carve out an additional services section in the event a project arises outside the normal Payroll and HR duties and both parties agree to the terms for the extra services.

RECOMMENDATION:

Recommend approval of professional services agreement with McGrew Solutions, LLC

PRESENTER:

Robert G. Powers, Executive Finance Director
Christy Davis, Human Resources Director

Fiscal Impact

Fiscal Year:	2023
Amount Requested:	$85,140.00
Budgeted Y/N:	Y
Account(s) :	Operating

SUMMARY:

Finance Department (Payroll) - $57,660. HR Department (Benefits & Policy Management Assistance) - $27,480.

Attachments

1. McGrew Solutions, LLC Contract

McGrew Solutions LLC

Independent Contractor Agreement

This Agreement is entered into as of the 1st day of October 2022, between the City of Leander (CLIENT) and McGrew Solutions LLC (CONTRACTOR).

1. Services to be Provided

CONTRACTOR is engaged to perform the services (SERVICES) specified on Exhibit A, attached. The SERVICES will be performed in a good and workmanlike manner, in accordance with good professional standards prevailing in CONTRACTOR's industry.

2. Independent Contractor Status

CONTRACTOR is acting as an independent CONTRACTOR in performing the SERVICES and will have the right to control and determine the methods and means of performing the SERVICES, subject to meeting the overall requirements and standards imposed by this AGREEMENT. CONTRACTOR will not have the authority to bind CLIENT to any contractual commitment, unless such authority is specifically granted in writing.

3. Expenses

During the term of this AGREEMENT, the CONTRACTOR shall bill and the CLIENT shall reimburse the CONTRACTOR for all reasonable and approved out-of-pocket expenses (EXPENSES), including travel expenses, which are incurred in connection with the performance of duties of this AGREEMENT. Notwithstanding the foregoing, expenses for time spent by the CONTRACTOR in traveling to and from the CLIENT's facilities shall not be reimbursable.

4. State and Federal Taxes

CLIENT will not withhold state or federal income tax from CONTRACTOR's payments, withhold (or contribute to) Social Security or Medicare taxes, or make any such tax payment on CONTRACTOR's behalf, nor will CLIENT make state or federal unemployment contributions on CONTRACTOR's behalf.

136 White Cedar Ln. New Braunfels, TX 78132 T 512.415.5904 W allison.mcgrew@gmail.com

McGrew Solutions LLC

Independent Contractor Agreement Cont'd.

5. No Benefits

Neither CONTRACTOR nor CONTRACTOR's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the CLIENT.

6. Assistants

CONTRACTOR, at their sole expense, may employ such assistants as CONTRACTOR deems appropriate to perform the SERVICES. CONTRACTOR will be responsible for paying these assistants as well as any expense attributable to them. CONTRACTOR may bill CLIENT for EXPENSES as provided for in this AGREEMENT.

7. Confidentiality

CONTRACTOR shall not disclose any proprietary or financial information of the CLIENT to a third party unless necessary in the course and scope of providing the SERVICES required of this AGREEMENT. CONTRACTOR shall use their best efforts to protect any and all such information from disclosure and shall notify the CLIENT if in their opinion any such information has been disclosed.

8. Entire Agreement

This AGREEMENT, including Exhibit A, constitute the entire understanding and agreement of the CLIENT and CONTRACTOR, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

9. Term

This engagement shall commence upon execution of this AGREEMENT and shall continue in full force and effect until terminated by either party in accordance with the terms of this AGREEMENT.

136 White Cedar Ln. New Braunfels, TX 78132 T 512.415.5904 W allison.mcgrew@gmail.com

Independent Contractor Agreement Cont'd.

10. Termination

This AGREEMENT may be terminated by either party at any time by giving forty-five (45) days written notice to the other party as follows:

If to the CONTRACTOR:
McGrew Solutions LLC
Attn: Allison McGrew
136 White Cedar Lane
New Braunfels, TX 78132

If to the CLIENT:
City of Leander
Attn: Robert Powers & Christy Davis
P.O. Box 319
Leander, TX 78646

11. Governing Law

The interpretation, performance, enforcement and validity of this AGREEMENT is governed by the laws of the State of Texas. All obligations of the PARTIES created in this AGREEMENT are performable in Williamson County, Texas, and venue for any action arising under this AGREEMENT will be in Williamson County, Texas.

12. Modification or Amendment

No amendment, change or modification of this AGREEMENT shall be valid unless in writing and signed by the PARTIES hereto.

13. Waiver

No waiver shall be effective unless in writing, and a waiver of one circumstance shall not extend to any other or future circumstance.

136 White Cedar Ln. New Braunfels, TX 78132 T 512.415.5904 W allison.mcgrew@gmail.com

Independent Contractor Agreement Cont'd.

14. Severability

Any clause determined to be invalid shall be reformed to the minimal extent necessary to render it valid, and otherwise it is severable.

IN WITNESS WHEREOF the undersigned have executed this AGREEMENT, the effective date of which is October 1, 2022.

CLIENT

By: _____ Date: _____

CONTRACTOR

By: _____ Date: _____

136 White Cedar Ln. New Braunfels, TX 78132 T 512.415.5904 W allison.mcgrew@gmail.com

McGrew Solutions LLC

Independent Contractor Agreement Cont'd.
Exhibit A

Services and Compensation

1. Finance SERVICES. CONTRACTOR will provide the following services: payroll maintenance and processing including payroll taxes, quarterly and annual reporting, insurance billing reconciliation, AP backup and other general Finance Department duties as needed.
2. HR SERVICES. CONTRACTOR will provide the following services: existing process improvements, new process implementation, efficiency recommendations, policy review and development, salary survey responses and other HR duties as needed.
3. Additional SERVICES. CONTRACTOR will provide services beyond the scope of the above Finance and HR services on a case by case basis.
4. Finance and HR SERVICES Compensation. CLIENT shall pay CONTRACTOR the sum of $7095 per month for Finance and HR SERVICES rendered during the month pursuant to this AGREEMENT. Of the $7095 sum, $2290 per month are for HR SERVICES and $4805 per month are for Finance SERVICES. The sum of $7095 will be invoiced monthly by the CONTRACTOR on the fifteenth (15th) day of each month for the current month's services. The CLIENT will pay the invoiced amount on the first Friday of the month following the invoiced SERVICES. This rate is valid through September 30, 2023.
5. Finance and HR SERVICES Compensation Adjustment. Each October 1st starting October 1, 2023 the rate for Finance and HR SERVICES will increase by the greater of 4% or the combined percentage of any budgeted City of Leander employee COLA plus the budgeted merit percentage.
6. Additional SERVICES Compensation. CLIENT shall pay CONTRACTOR at a rate mutually agreed upon prior to the start of work. The sum of all completed additional SERVICES will be invoiced monthly by the CONTRACTOR on the fifteenth (15th) day of each month for any completed additional SERVICES. The CLIENT will pay the invoiced amount on the first Friday of the month following the invoiced SERVICES.

136 White Cedar Ln. New Braunfels, TX 78132 T 512.415.5904 W allison.mcgrew@gmail.com

AGENDA ITEM # 20

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

On July 15, 2021, the construction contract for City of Leander's CIP WW.17 was awarded to Excel Construction Services, LLC in the amount of $2,783,000.00. The project includes design and installation of new sludge processing equipment and lift station control panel installation at Leander's main Wastewater Treatment Plant (WWTP) and Lift Station #9 located at 8000 FM 2243. Current change order includes costs of additional work incurred due to field adjustments/modifications of planned work. Construction work is anticipated to be completed by January 1, 2023.

Original Contract Price	$2,783,000.00
Change Order No. 1 (2.8% of Original Contract)	$77,898.00
New Contract Price Total	$2,860,898.00

RECOMMENDATION:

Staff respectfully requests authorization for the City Manager to approve Change Order No. 1 in the amount of $77,898.00 and to execute any and all other necessary documents.

PRESENTER:

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

Fiscal Impact

Amount requested:	$ 77,898.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	Utility

Attachments

1. Change Order

Jaeco
JAY ENGINEERING, A DIVISION OF GBA

1500 County Road 269
Leander, TX 78641

PO Box 2029
Leander, TX 78646-2029

CHANGE ORDER

ORDER NO.: 1
DATE: August 23, 2022
AGREEMENT DATE: July 15, 2021

NAME OF PROJECT: WWTP Sludge Processing & Lift Station #9 Improvements

OWNER: City of Leander

CONTRACTOR: Excel Construction Services, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

   Item No. 1 - Add 1 LS Change Order Item C.O.1-1, Addition of wind columns to reinforce sludge processing building @ $5,547.00/LS

   Item No. 2 - Add 1 LS Change Order Item C.O.1-2, Piping revisions, including knife gave valves in lieu of gate valves, screw pump discharge piping, increase of two (2) valves for level loder from 6" to 8" @ $15,521.00/LS

   Item No. 3 - Add 1 LS Change Order Item C.O.1-3, Relocation of existing fiber optic communication conduit @ $16,765.00/LS

   Item No. 4 - Add 1 LS Change Order Item C.O.1-4, Structural revisions to sludge pump pad, screw pump pads, polymer chemical storage slab and extension of concrete slab for north roll off at level loder equipment @ $25,823.00/LS

   Item No. 5 - Add 1 LS Change Order Item C.O. 1-5, Concrete crane support pad for gantry crane extension @ $8,671.00/LS

   Item No. 6 - Add 1 LS Change Order Item C.O. 1-6, Piping revisions for sludge building including 300# discharge flange adaptors and 1" water line feeds for screw press rinsing @ $5,571.00/LS

2. Change to CONTRACT PRICE:
   Original CONTRACT PRICE: $2,783,000.00
   The CONTRACT PRICE due to this CHANGE ORDER will be increased by: $77,898.00
   New CONTRACT PRICE including this CHANGE ORDER will be: $2,860,898.00

3. Change to CONTRACT TIME:
   The CONTRACT TIME will be increased by two hundred and fifty-seven (257) calendar days for the substantial completion of treatment plant. The date for completion of the Base Bid and Alternate Bid Work is January 1, 2023.

Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Frank T. Phelan, P.E. Signed: _____
Engineer

Ordered by: _____ Signed: _____
Owner

Accepted by: DAVID WOLFF Signed DAVID WOLFF
Contractor

AGENDA ITEM # 21

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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

BACKGROUND:

The public infrastructure improvements required for the Bar W Ranch West Phase 6 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 September 15, 2022 which will provide warranty and maintenance coverage for the public infrastructure improvements through September 15, 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:

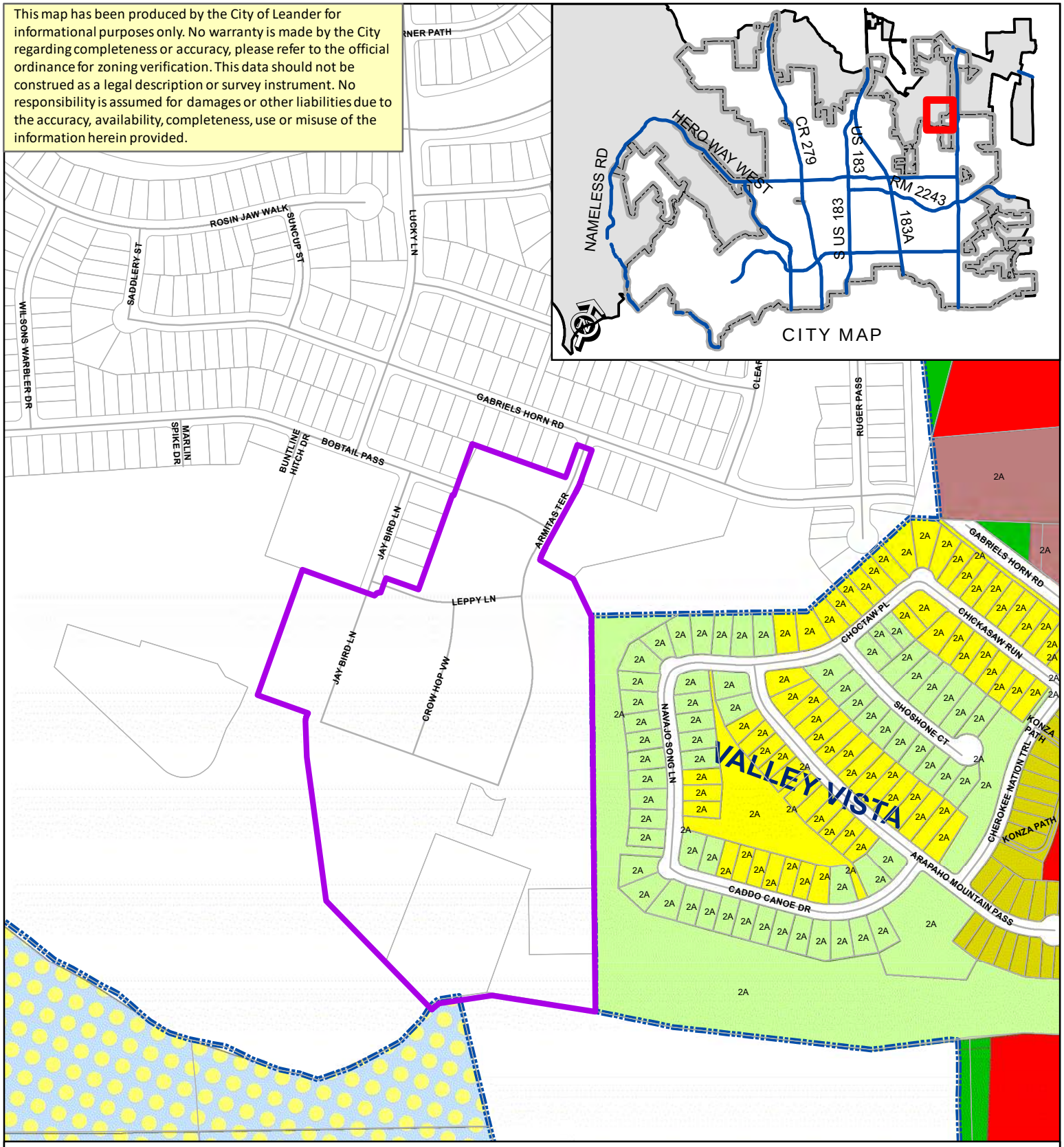
Staff recommends City Council's formal acceptance of the infrastructure improvements for the Bar W Ranch West Phase 6 subdivision.

PRESENTER:

Ross E. Blackketter, P.E., City Engineer

Attachments

1. Acceptance Documents Bar W Ranch West Phase 6



SUBDIVISION ACCEPTANCE

Location Map - Bar W Ranch West Phase 6

- Acceptance Area
- City Limits
- SFR - Single-Family Rural
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- SFL - Single-Family Limited
- LC - Local Commercial
- GC - General Commercial
- PUD - Single-Family

City of Leander Geographic Information Systems

N

0 500 Feet

April 1, 2022

Ryan L. Gray
DR Horton
10700 Pecan Park Blvd., Ste. 400
Austin, Texas 78750

Re: Bar W Ranch West Phase 6 Project

Dear Ryan:

This report presents the findings of the on-site inspection for the Bar W Ranch West Phase 6 Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on March 31, 2022, which included the review of pedestrian crossings, curb ramps and sidewalks within the Phase 6.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

Feel free to contact me at (512) 410-7059 or at marilu@alturalp.com with any questions.

Sincerely,

Maria Luisa Tavagna, RAS #1630

Altura Solutions, LLC
3616 Far West Blvd., Ste. 117-288, Austin, TX 78731

(512) 410-7059
marilu@alturalp.com

Carlson, Brigance & Doering, Inc.
Civil Engineering ❖ Surveying

ENGINEERING CONCURRENCE LETTER

April 1, 2022

Bar W Ranch West Phase 6
LEANDER, TEXAS
Subdivision Construction Plans File # 21-PICP-010
CBD # 5042

On this day, 04/01/2022 I, the undersigned professional engineer made a final visual inspection of the above referenced project. I also visited the site during construction and observed that the streets, site grading, utilities and drainage structures were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All curbs, pavement, sidewalks, storm sewers, inlets, water, wastewater, walls, stormwater facilities and similar construction items.

Sincerely,
CARLSON, BRIGANCE & DOERING, INC.

LEE A. WHITED, P.E.

4-1-22

STATE OF TEXAS
LEE A. WHITED
102471
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying

March 31, 2022

City of Leander- Engineering
201 N. Brushy Street
Leander, Texas 78641

RE: Bar W Ranch West, Phase 6
21-PICP-010

Final Plat Legal Name as Recorded:
Bar W Ranch West Phase 6
Name on Approved Construction Documents:
Bar W Ranch West, Phase 6 Public Improvement Construction Plan
Name on Bank Bond for Fiscal Posting:
N/A

COSTS CATAGORIES	AMOUNT
Streets	**$1,119,109.15**
Drainage	**$638,364.00**
Wastewater	**$202,125.50**
Water	**$269,607.00**
Streetlights	**$106,800.00**
Landscape Improvements	-----
TOTAL	**$2,336,005.65**

Total Improvements = **$2,336,005.65**
Maintenance Bond (10% of total, minus landscaping) = **$233,600.57**

Total Improvements = $2,336,005.65
Currently Paid Inspection Fees = $59,809.17
Inspection Fees (3.5%) = $81,760.20
Remaining Insp. Fees to be Paid = *$21,951.03*

Please call if you have any questions.

Sincerely,

Lee A. Whited, P.E.
Carlson, Brigance, & Doering, Inc.
Email: Lee@cbdeng.com

3-31-22

STATE OF TEXAS
LEE A. WHITED
102471
LICENSED
PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: 04/01/2022

Developer: DR HORTON

Contractor/Material
Provider ("Affiant"): JL GRAY CONSTRUCTION

Project : Bar W Ranch Ph 6

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 1st day of April, 2022

Initialed: BL

Updated 10.20.14

AFFIANT:

Signature: _____

Typed Name: BRIAN LEMONS

Title: VICE PRESIDENT

STATE OF TEXAS

COUNTY OF _WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of April, 2022.

[S E A L]

_____
Notary in and for the State of Texas

TERESA BORTLE
NOTARY PUBLIC - STATE OF TEXAS
ID# 132406920
COMM. EXP. 03-17-2024

Name: Teresa Bortle

My commission expires: 03-17-2024

_____

Initialed: _____

MAINTENANCE BOND
Subdivision Improvements

Bond # 219205P

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JL Gray Construction, Inc. as Principal, whose address is 408 Fannin Avenue, Round Rock, TX 78664 and Westfield Insurance Company a Corporation organized under the laws of the State of Ohio, 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 Thirty Three Thousand Six Hundred and 57/100 Dollars ($ 233,600.57) 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 Bar W Ranch West Phase 6 (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 1st day of April, 2022.

JL Gray Construction, Inc.	Westfield Insurance Company
Principal	
By:	By: Jack Nottingham, Attorney-in-Fact
Title: VICE PRESIDENT	Title: Attorney-in-Fact
Address: 408 Fannin Avenue	Address: 2255 Ridge Road, Suite 333
Round Rock, TX 78664	Rockwall, TX 75087

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

Jack Nottingham

2255 Ridge Road, Suite 333, Rockwall TX 75087

(Seal)

DUAL OBLIGEE RIDER

To be attached to and form a part of contract bond number 219205P dated April 1, 2022 issued by Westfield Insurance Company on behalf of JL Gray Construction, Inc. as Principal and in favor of City of Leander as Obligee.

The Maintenance Bond aforesaid shall be amended to add as additional Obligee, the name of Williamson County.

PROVIDED FURTHER, that this rider shall not become effective until accepted by JL Gray Construction, Inc. as evidenced by the signature below.

The Attached Bond shall be subject to all of its terms, conditions and limitations except as herein modified. Provided, further that the Principal and Surety shall not be liable to all Obligees in the aggregated in excess of the penal sum of Two Hundred Thirty Three Thousand Six Hundred and 57/100 [$233,600.57]

Signed, sealed and dated on this 1st day of April, 2022.

ACCEPTED:

Contractor JL Gray Construction, Inc.

By: [signature]

Name: Brian Lemons

Title: Vice President

Insurance Company Westfield Insurance Company

By: [signature]

Name: Jack Nottingham, Attorney-in-Fact

Title: Attorney-in-Fact

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **4220012 14**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- .

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **02nd** day of **JANUARY** A.D., **2020** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

State of Ohio
County of Medina ss.:

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

On this **02nd** day of **JANUARY** A.D., **2020** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of April A.D., 2022 .

Secretary

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. **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 una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:**

Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840

Puede comunicarse con el Departamento de Sequros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AGENDA ITEM # 22

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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

BACKGROUND:

The public infrastructure improvements required for the Lively 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-year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on September 15, 2022 which will provide warranty and maintenance coverage for the public infrastructure improvements through September 15, 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:

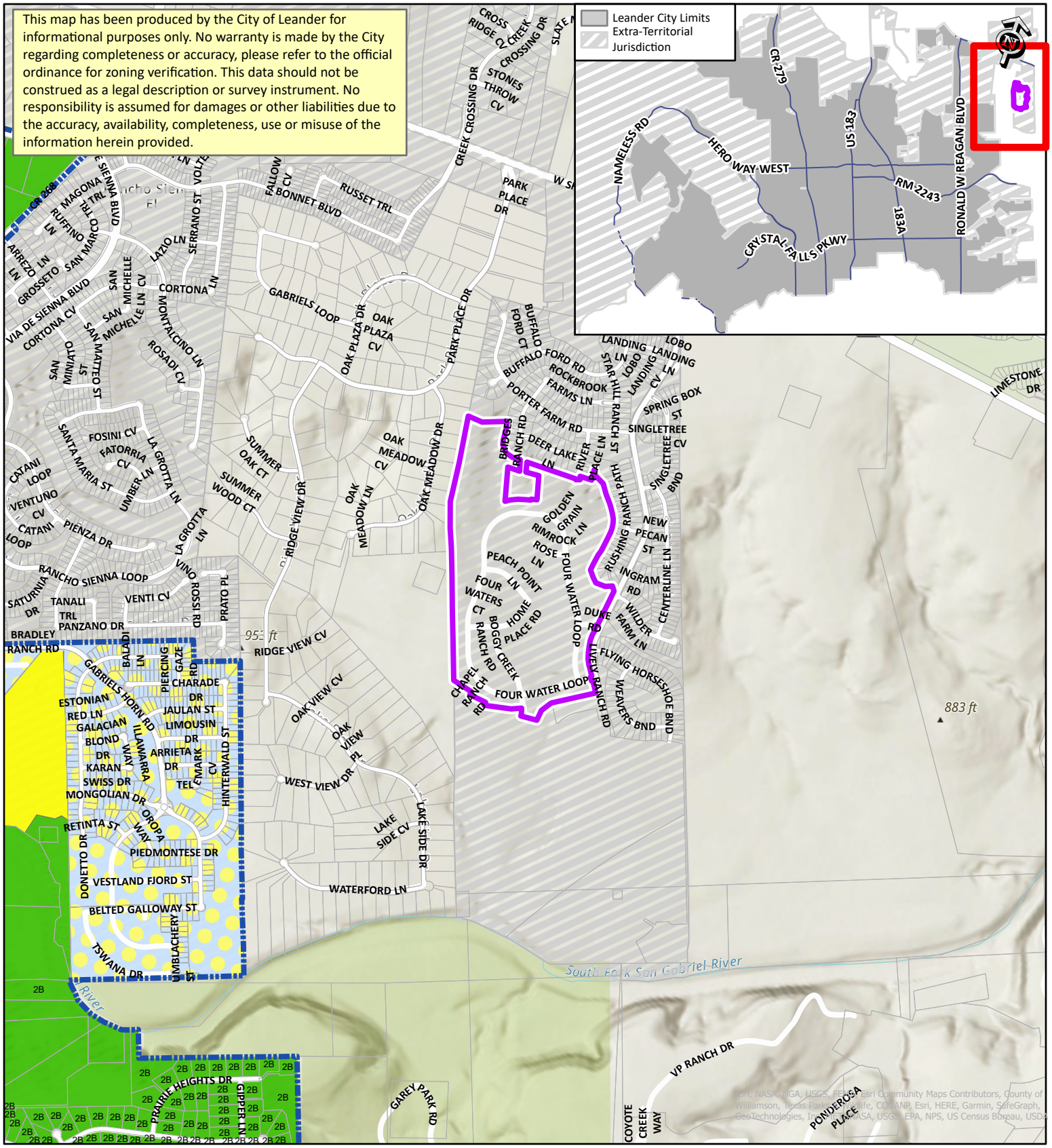
Staff recommends City Council's formal acceptance of the infrastructure improvements for the Lively Phase 3 subdivision

PRESENTER:

Ross E. Blackketter, P.E., City Engineer

Attachments

1. Acceptance Documents for Lively Phase 3



SUBDIVISION ACCEPTANCE

Lively Ph 3 20-PICP-030

City Limits

Accepted Subdivision

WCAD

Extra-Territorial Jurisdiction

RESIDENTIAL

SFR - Single-Family Rural

SFC - Single-Family Compact

PUD LAND USE

PUD - Single-Family

N

0 750 1,500 3,000

Feet

June 16, 2022

BUILDING OWNER/DESIGNATED AGENT:
Hwy 29 Ventures 2015 LP
4910 Campus Drive
Newport Beach, CA 92660

PROJECT:

Lively Tract, Phase 3
Lively Ranch Road, Leander, TX 78628
TDLR Project #: TABS2022021053
Contour Project No: 22-084
Lead Designer: Pape-Dawson Engineers, Inc.

REGISTERED ACCESSIBILITY SPECIALIST:
Andrea LaCour, RAS #1313
Co-Founder

PROJECT SCOPE: Street, sidewalks, curb ramps for a single-family residential subdivision.

INSPECTION COMPLETED – NO VIOLATIONS

Dear Owner:

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 upon receipt of a completed Notice of Substantial Compliance Request Form.

Please note, this determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

If you have any questions or need further assistance, or if you are not the owner of record for this facility, contact Andrea LaCour at (360) 631-1718.

Concurrence Letter

Project: Lively Ranch Phase 3

Date: 07/25/2022

Project #20-PICP-30

To Whom it May Concern:

I the undersigned Landscape Architect, made a visual inspection of the above referenced project and observed that the project appeared to be constructed per the City approved plans.

If you have any questions, or need further information, please do not hesitate to contact me at the number listed below.

Sincerely,

07/25/2022

Cynthia McCalmont, PLA

Phone: 512.246.7003
Email:CynthiaM@SECPlanning.com

ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Lively Tract, Phase 3
Public Improvements Construction Plans

Date: July 21, 2022

Owner's Name and Address

HWY 29 Ventures, 2015 L.P.
4910 Campus Drive
Newport Beach, CA 92660

Consultant Engineer's Name and Address

Pape-Dawson Engineers, Inc.
10801 N. MoPac Expy. Bldg. 3 Suite 200
Austin, Texas 78759

On May 19, 2022, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor to make a visual inspection of the above referenced project and observed that the improvements, to the best of my knowledge, were constructed in substantial conformance with the plans and specifications approved by all authorities within jurisdiction. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.

(SEAL)

STATE OF TEXAS
DUSTIN J. GOSS
91805
LICENSED
PROFESSIONAL ENGINEER

Signature

Dustin Goss, P.E., LEED AP
Typed Name

91805
Texas Registration No.

June 8, 2022

Sarvesh Dhakal
Engineering Department
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attention Mr. Dhakal,

The following is the information as applicable for the Maintenance Bond for this project:

Final Plat Legal Name (20-FP-021): Lively Tract Phase 3
Name on Approved Construction Plans (20-PICP-030): Lively Tract Phase 3
Note: Fiscal was not posted for Lively Tract Phase 3 plat recording prior to completion of construction.

Costs Categories	**Amount**
Streets*	$2,461,756.00
Drainage	$1,971,414.50
Water	$869,975.00
Wastewater	$1,774,752.00
ESC**	$114,464.50
Water Quality***	$299,000.80
Total	**$7,491,362.80**

* *Streetlights and Landscape are included in the total Streets amount.*

** *ESC is separated from Streets as the City of Leander requests bonded ESC improvements, but Williamson County is accepting the bonded Streets.*

*** *Water Quality Improvements are bonded to the MUD per the preliminary, final plat, and previous Lively phases. The amount is excluded from city/county improvements for the maintenance bond.*

**** *Dry Utilities, Bond Costs, Traffic Signal, and expedited construction schedule items are excluded from maintenance bond amounts. See attached itemized engineering cost summary for more information.*

The City of Leander maintenance bond includes Water, Wastewater, and ESC improvements:

Total City Improvements = $2,759,191.50
City Maintenance Bond (10%) = **$275,919.15**

Williamson County maintenance bond includes Streets and Drainage improvements:

Total County Improvements = $4,433,170.50
County Maintenance Bond (10%) = **$443,317.05**

This project is in the ETJ and the bond is a joint bond with the City of Leander and Williamson County being co-principals, the total City and County improvements (Water, Wastewater, ESC, Streets, and Drainage) cost of construction for the bond was **$7,192,362.00,** resulting in a 10% maintenance bond amount of **$719,236.20.**

The following is the information as applicable for the Inspection Fee Settle Up for this project:

	Estimated Cost	Fee %	Fees Paid	Final Cost	Fee %	Fees Required	Settle-Up Amount
Construction Improvements	$6,699,615.75	3.5%	$234,486.55	$7,491,362.80	3.5%	$262,197.70	($27,711.15)
						Balance Due	($27,711.15)

Based on the above comparison HWY 29 Ventures 2015, L.P. underpaid **$27,711.15.**

Please contact me at psylvester@pape-dawson.com or 512-454-8711 if you have any questions or need additional information.

Sincerely,
Pape-Dawson Engineers, Inc.

Pete Sylvester, P.E.
Senior Project Manager

STATE OF TEXAS
PETER JOSEPH SYLVESTER
128810
LICENSED
PROFESSIONAL ENGINEER

H:\Projects\508\16\22\402 Construction Phase Services\Documents\Project Closeout\City\Lively Phase 3 - Cost Summary Cover Letter.docx

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF Travis

Date:

Developer: **HWY 29 VENTURES 2015, LP**

Contractor/Material
Provider ("Affiant"): **CASH CONSTRUCTION COMPANY**

Project: **LIVELY TRACT PHASE 3 20-PICP-030**

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 3rd day of August, 2022.

Initialed: SE

Updated 10.20.14

AFFIANT:

Signature: _____

Typed Name: Shawn Ziegler

Title: CFO

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME the undersigned authority on this day personally appeared Shawn Ziegler, 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 3rd day of August 2022

[S E A L]

MARY CHAVEZ HERRERA
Notary Public, State of Texas
Comm. Expires 09-01-2024
Notary ID 11285245

_____
Notary in and for the State of Texas

Name: Mary Chavez Herrera

My commission expires: 09-01-2024

Initialed: _____

MAINTENANCE BOND
Subdivision Improvements

Bond No. 107653144

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that **Cash Construction Company, Inc.** as Principal, whose address is **217 Kingston Lacy Blvd., Pflugerville, TX 78691** and **Travelers Casualty and Surety Company** a Corporation organized under the laws of the State of **CT**, 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 **Seven Hundred Nineteen Thousand Two Hundred Thirty Six and 20/100** Dollars (**$719,236.20**) 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 ***Lively Tract, Phase 3 20-PICP-030*** (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18th day of July, 20 22.

Cash Construction Company, Inc.
Principal

By: H. H. Dickehut III
H. H. Dickehut, III
Title: Vice President

Address: **217 Kingston Lacy Blvd.**

Pflugerville, TX 78691

Travelers Casualty and Surety Company
Surety

By: Tannis Mattson

Title: **Tannis Mattson, Attorney in Fact**

Address: **One Tower Square**

Hartford, CT 06183

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

Marsh USA Inc. - Tannis Mattson

2929 Allen Parkway, Suite 2500, Houston, TX 77019

(Seal)

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Tannis Mattson of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

HARTFORD, CONN. CORPORATE SEAL

State of Connecticut

By: Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

NOTARY PUBLIC CONNECTICUT

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of July, 2022

HARTFORD, CONN. CORPORATE SEAL

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DUAL OBLIGEE RIDER

To be attached to and form a part of contract bond number **107653144** dated **July 18th, 2022** issued by **Travelers Casualty and Surety Company** on behalf of **Cash Construction Company, Inc.** as Principal and in favor of City of Leander as Obligee.

The Maintenance Bond aforesaid shall be amended to add as additional Obligee, the name of **Williamson County**.

PROVIDED FURTHER, that this rider shall not become effective until accepted by **Travelers Casualty and Surety Company** as evidenced by the signature below.

The Attached Bond shall be subject to all of its terms, conditions and limitations except as herein modified. Provided, further that the Principal and Surety shall not be liable to all Obligees in the aggregated in excess of the penal sum of **Seven Hundred Nineteen Thousand Two Hundred Thirty Six and 20/100 Dollars ($719,236.20)**

Signed, sealed and dated on this **18th** day of **July, 2022.**

ACCEPTED:

Cash Construction Company, Inc.

By: H H Dickehut III

Name: H. H. Dickehut, III

Title: Vice President

Travelers Casualty and Surety Company

By: Tannis Mattson

Name: **Tannis Mattson**

Title: **Attorney in Fact**

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Tannis Mattson of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

HARTFORD CONN — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY — CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

State of Connecticut

By: Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P. NOWIK — NOTARY PUBLIC — CONNECTICUT

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of July, 2022.

HARTFORD CONN — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY — CORPORATE SEAL — ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

AGENDA ITEM # 23

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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

BACKGROUND:

The public infrastructure improvements required for the Bryson Phase 5 Section 1 and Phase 6 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-year term Maintenance Bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on September 15, 2022 which will provide warranty and maintenance coverage for the public infrastructure improvements through September 15, 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:

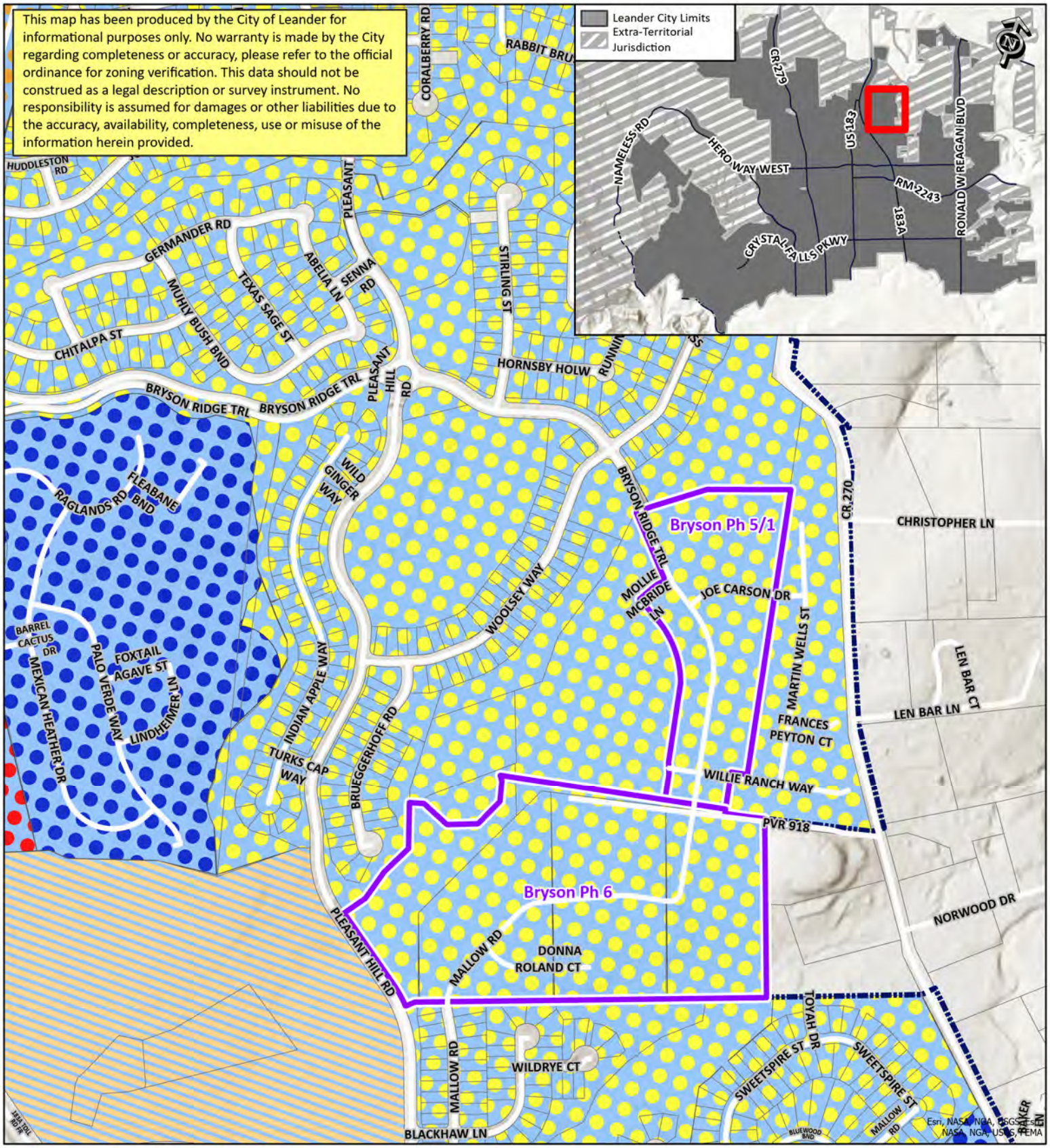
Staff recommends City Council's formal acceptance of the infrastructure improvements for the Bryson Phase 5 Section 1 and Phase 6 subdivision.

PRESENTER:

Ross E. Blackketter, P.E., City Engineer

Attachments

1. Acceptance Documents for Bryson 5-1 and 6



SUBDIVISION ACCEPTANCE

Bryson Ph 5 Sec 1 & Ph 6 20-TOD-PICP-042

City Limits

Accepted Subdivision

City of Leander Geographic Information Systems

PUD LAND USE

- PUD - Single-Family
- PUD-CH
- PUD - Mixed Use
- PUD - General Commercial

SECTORS

- CD - Conventional Sector
- WCAD

N

0 300 600 1,200

Feet

ENGINEER'S CONCURRENCE

FOR PROJECT ACCEPTANCE

PROJECT: Bryson Phase 5 Section 1 and Phase 6 Date: August 18, 2022

Owner's Name and Address	Consultant Engineer's Name and Address
Bryson MPC Holdings LLC	CSF Civil Group
5005 Riverway	3636 Executive Center Drive
Houston, TX 77056	Suite 209
	Austin, TX 78731

I, the undersigned Professional Engineer in the State of Texas, or my representative have made a visual inspection of the referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the City of Leander. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items, if any, are corrected to the satisfaction of the City of Leander.

Christine A. Potts

Christine A. Potts, P.E.

99351
Texas Registration Number

STATE OF TEXAS
CHRISTINE A. POTTS
99351
LICENSED
PROFESSIONAL ENGINEER
8/18/22

August 16, 2022

Tommy Tucker
Bryson MPC Holdings LLC
5005 Riverway Ste 500
Houston, TX 77056

TDLR Project Number: TABS2021009420

PROJECT:
Bryson Phase 5 Section 1 & Phase 6
Bryson Ridge Trail
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear Tommy:

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: CSF Civil Group, LLC

Inspection Report (Revised)

Article 9102, T.C.S.
Texas Accessibility Standards (TAS)

Inspection Date: May 4, 2022

TDLR Project Number: TABS2021009420
RAS: Arturo Pinero (License #1551)
Altura Project No: 21-028

PROJECT INFORMATION

Bryson Phase 5 Section 1 & Phase 6
Bryson Ridge Trail
Leander, TX 78641

Description: Single Family residential subdivision construction including sidewalks, ramps, and pedestrian street crossings.

Scope: The scope of the project includes the requirements for TAS 201.1 and Elimination of Architectural Barriers Administrative Rules 68.102

OWNER INFORMATION

Tommy Tucker
Bryson MPC Holdings LLC
5005 Riverway Ste 500
Houston, TX 77056

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

Bond No. 107653103

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is 217 Kingston Lacy Blvd, PO Box 1279, Pflugerville, TX 78691 and Travelers Casualty and Surety Company a Corporation organized under the laws of the State of CT, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Four Hundred Seventy Four Thousand Three Hundred Forty Two and 15/100 Dollars ($474,342.15) 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 Bryson Phase 5, Section 1 & Bryson Phase 6 Public Improvement Construction Plans - Leander Todd Municipal Utility District No. 1 City of Leander Project No. 20-TOD-PICP-042 (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 27th day of June, 20 22.

Cash Construction Company, Inc.	Travelers Casualty and Surety Company
Principal	Surety
By:	By:
Title: PRESIDENT	Title: D-Ann Kleidosty, Attorney-In-Fact
Address: 217 KINGSTON LACY BLVD	Address: One Tower Square
PFLUGERVILLE, TX 78660	Hartford, CT 06183

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

N/A

(Seal)

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint D-Ann Kleidosty of Atlanta, Georgia, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of June, 2022.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS

SURETY BOND ELECTRONIC SIGNATURE & SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to utilize an electronic, facsimile, or digital signature (each an "Electronic Signature") to execute bonds on behalf of Travelers and has further authorized its Attorneys-in-Fact to attach this Addendum to any such bonds.

Travelers hereby acknowledges and agrees that the attached bond executed by the Attorney-in-Fact on behalf of Travelers with an Electronic Signature shall have the same force and effect as if executed by the Attorney-in-Fact with a wet ink signature.

Travelers also hereby agrees that the seal below shall be deemed affixed to the attached bond to the same extent as if Travelers' raised corporate seal was physically affixed to the face of the bond.

Dated this 22nd day of September, 2020.

Travelers Casualty and Surety Company of America

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

By: _____
Robert L. Raney, Senior Vice President

TRAVELERS

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact **Travelers Casualty and Surety Company**, for information or to make a complaint at:

Travelers Bond
Attn: Claims
One Tower Square
Hartford, CT 06183
860-277-0111

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

CSF
Civil Group

Plans
Permits
Construction

CSF Civil Group, LLC
Texas Registered Firm No. F-12377
3636 Executive Center Drive, Suite 209
Austin, Texas 78731
(512) 614-4466

September 2, 2022

Mr. Caleb Fuhrer, P.E.
City of Leander
201 N. Brushy Street
Leander, TX 78641

Re: Bryson Phase 5, Section 1 and Phase 6- Cost Summary Letter

Dear Mr. Fuhrer,

Final Plat Legal Name: Bryson, Phase 5, Section 1 Final Plat & Bryson Phase 6 Final Plat
Name on Approved Construction Documents: Bryson Phase 5, Section 1 and Bryson Phase 6
Name on Bank Bond for bond posting: Travelers Casualty and Surety Company

Cost Categories	Amount
Bryson Phase 5 Section 1	
DRAINAGE	$2,106,605.00
WATER	$215,058.50
WASTEWATER	$427,918.00
STREETS	$314,709.00
STREETLIGHTS	$140,000.00
Total Phase 5 Section 1	$3,204,290.50
Bryson Phase 6	
DRAINAGE	$656,921.50
WATER	$208,150.00
WASTEWATER	$299,740.00
STREETS	$279,419.50
STREETLIGHTS	$94,900.00
Total Phase 6	$1,539,131.00
Total	$4,743,421.50

Maintenance Bond Calculation:

Total Improvements = $4,743,721.50

Maintenance Bond: (10%) = $474,342.15

Inspection Fee Calculation:

Total Improvements = $4,743,721.50

Currently Paid Inspection Fees = $155,822.94

Inspection Fees (3.5%) = $166,019.75

Remaining Insp. Fees to be Paid = $10,196.81

Sincerely,

Christine A. Potts

Christine A. Potts, P.E.
CSF Civil Group, LLC
512-614-4466 x 104

STATE OF TEXAS
CHRISTINE A. POTTS
99351
LICENSED
PROFESSIONAL ENGINEER

9/2/22

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project BRYSON PHASE 5, SECTION 1 & PHASE 6
Job No. 958

On receipt by the signer of this document of a check fro BRYSON MPC HOLDINGS, LLC in the sum of $133,859.25 payable to Cash Construction Company, Inc. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of BRYSON MPC HOLDINGS, located at BRYSON PHASE 5, SECTION 1 & PHASE 6 to the following extent: Utility and Street Improvements.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to BRYSON MPC HOLDINGS, LLC as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 7/7/2022

Cash Construction Company, Inc.

By

Shawn Ziegler, CFO

SWORN TO AND SUBSCRIBED BEFORE ME by Shawn Ziegler, Chief Financial Officer of Cash Construction Company, Inc., on this 7th day of July, 2022.

MARY CHAVEZ HERRERA
Notary Public, State of Texas
Comm. Expires 09-01-2024
Notary ID 11285245

Notary Public Signature

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS '
COUNTY OF TRAVIS '

Date: 8/2/2022

Developer: BRYSON MPC HOLDINGS, LLC

Contractor/Material
Provider ("Affiant"): CASH CONSTRUCTION COMPANY INC

Project: BRYSON PHASE 5 SECTION 1 & PHASE 6

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 2nd day of August, 2022.

Initialed: SZ

Updated 10.20.14

AFFIANT:

Signature: _____

Typed Name: Shawn Ziegler

Title: CFO

STATE OF TEXAS :

:

COUNTY OF Travis :

BEFORE ME the undersigned authority on this day personally appeared Shawn Ziegler, 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 2nd day of August, 2022.

[S E A L]

MARY CHAVEZ HERRERA
Notary Public, State of Texas
Comm. Expires 09-01-2024
Notary ID 11285245

_____
Notary in and for the State of Texas

Name: Mary Chavez Herrera

My commission expires: 09-01-2024

Initialed: SZ

AGENDA ITEM # 24

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

SCI Construction is requesting permission for construction activities to begin at 2:00 a.m. from September 15 through October 26 (weather dependent), for eight (8) concrete pours at the Haven at San Gabriel site (see attached request). SCI Construction will make every attempt to notify the tenants that are adjacent to the jobsite. SCI Construction will also post forty-eight (48)- hour advance notices in and around the property for the residents to view.

RECOMMENDATION:

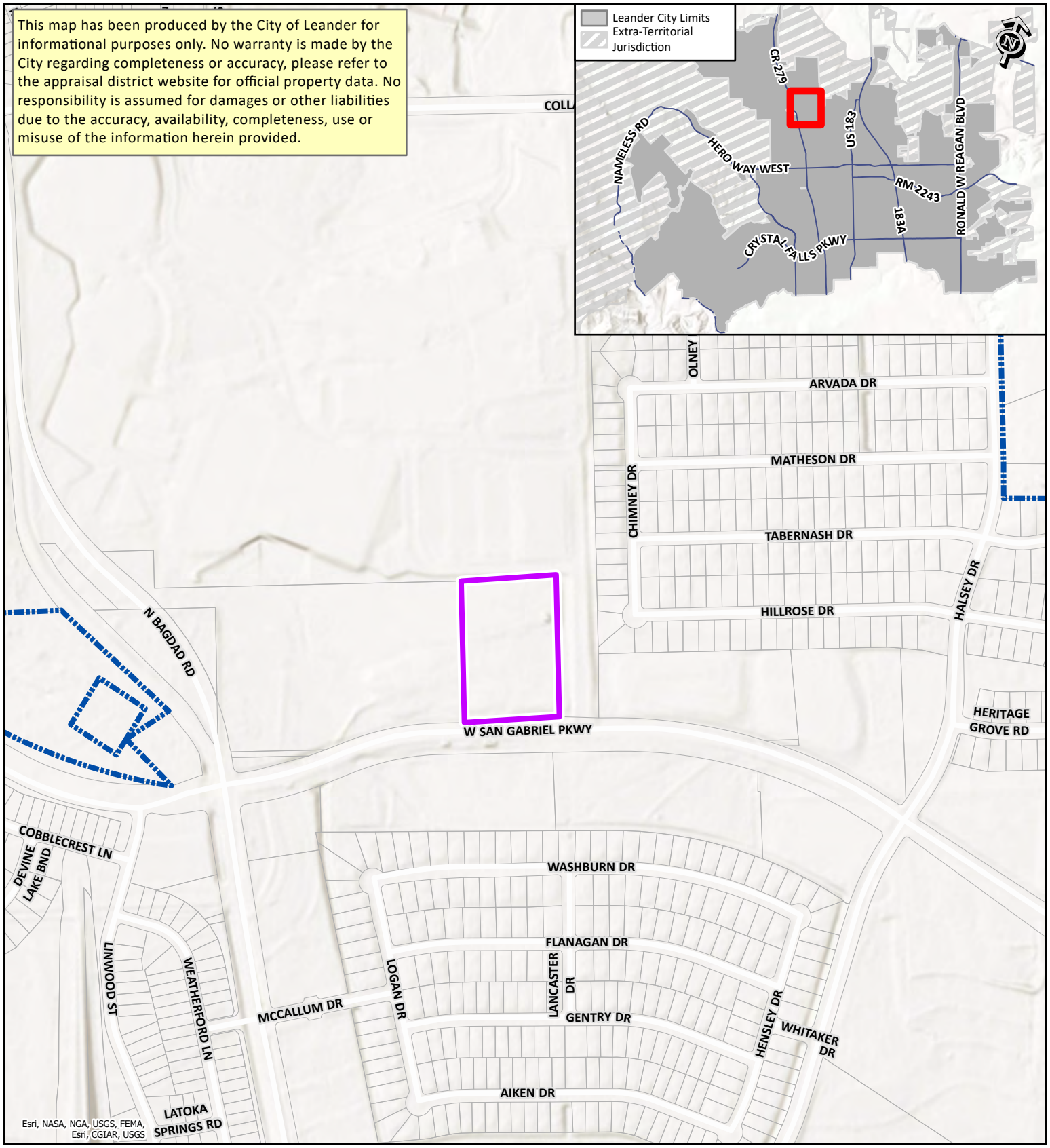
Staff recommends approval for a variance of the City's noise ordinance for construction activities as described in the attached request from SCI Construction for the Haven at San Gabriel job site.

PRESENTER:

Ross E. Blackketter, P.E.

Attachments

1. Location Map
2. Noise Variance Request Form



NOISE VARIANCE

Haven at San Gabriel - 21-SD-029

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.

1. Reasons for requesting a Temporary Noise Variance from the City of Leander (e.g. Construction Activities, Concrete pours, etc.)

Early morning 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.)

Light Plants, Concrete Trucks

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.)

Light Plants will be facing Away from residents.
We will request that back up beepers be turned off of the concrete trucks.

City of Leander

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

Engineering Department

Temporary Noise Variance Application

Project Address: __1253 W San Gabriel Parkway_ OR Location: _____

Description of Work:

Concrete Pours.
We anticipate (8) concrete pours..
We have (4) foundation, and (4) drive.

In the fields below, please enter the start date and time for the variance window 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: _9-15-22_____ Start Time: __2:00 am_____

Finish Date: _10-26-22_____ Finish Time: ____6:00 pm_____

Applicant Information:

Name: _Ron Porch_____ Company _SCI Construction_____
Position: _PM_____

Address: _____ Phone: 512-801-6445___ E-mail: _rporch@scitx.com___

Contractor Information:

Name: _Ron Porch_____ Company __SCI Construction Position: _____PM_____

Address: 14170 FM 2964 Whitehouse Tx 75791 Phone: 903-592-9311 E-mail: rporch@scitx.com

AGENDA ITEM # 25

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

On August 18, 2022, RBT Roofing requested Council approval for construction activities to begin at 6:00 p.m. from August 19 through October 5 (weather dependent), for re-roofing activity at the Akin Elementary School site. Due to conflicts RBT Roofing will not be able to finish construction by October 5, and are requesting an extension to the noise variance. The extended request would be from October 17 through December 17, 2022 (weather dependent). The time of construction hours will be 6:00 p.m. to 6:00 a.m. The contractor will make every attempt to notify the tenants that are adjacent to the jobsite. They will also post forty-eight (48)- hour notices in and around the property for the residents to view.

HISTORY/TIMELINE:

08/18/2022 - First request for noise variance through October 5, 2022
09/15/2022 - Extension request for noise variance through December 17, 2022

RECOMMENDATION:

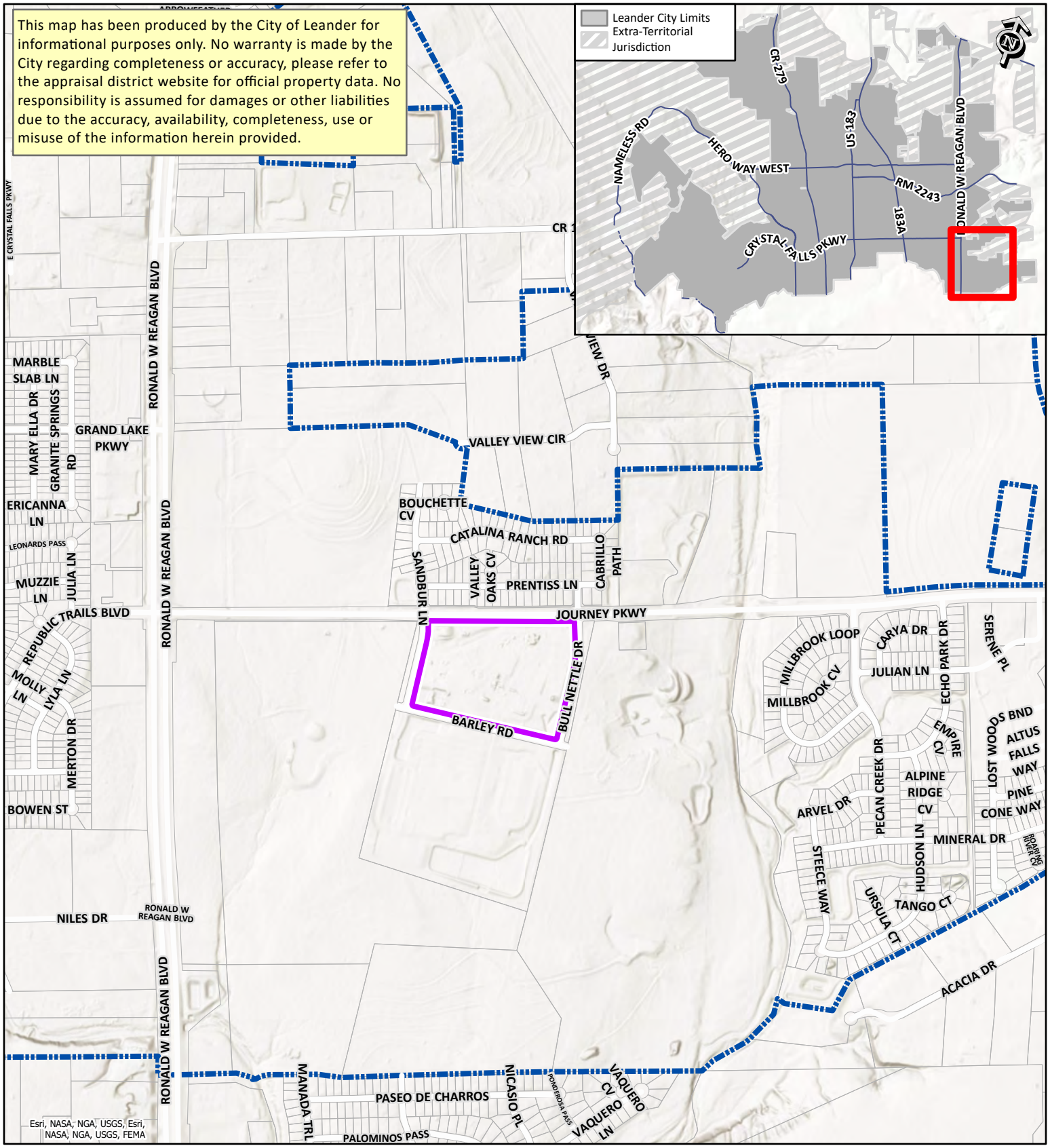
Staff recommends approval of an extension to the variance of the City's noise ordinance for construction activities as described above.

PRESENTER:

Ross E. Blackketter, PE

Attachments

1. Location Map
2. Noise Variance Request



NOISE VARIANCE

Akin Elementary School

City of Leander Geographic Information Systems

Subject Property

City Limits

WCAD Parcels

N

0 500 1,000 2,000

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.

1. Reasons for requesting a Temporary Noise Variance from the City of Leander (e.g. Construction Activities, Concrete pours, etc.)

   Night working due to the system being torch down and, in the evening's, its cooler and school starting. The system will be a SBS torch cap sheet over an existing mod bit roof which is an overlay we will not be tearing the roof off so the noise will be at a minimum. The torch is running off propane. There will be no generators. But there will be a forklift and we will plan to run it between 6:00 p.m. to 7:00 P.M. We are looking to start work 6:00 p.m. and stop work at 6:00 A.M this job will be a minimum of 45 days weather permitting!

2. List any noise generating equipment that will be operated during the variance window (e.g. Light plants, Generators, Backhoe, concrete saw, vacuum, etc.) Fork lift, Torch ran off propane, power washer.

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 put a sign up onsite

when working! The noise will be at a minimum.

Engineering Department

Temporary Noise Variance Application

Project Address: _3621 barley Road Leander, Tx 78641 Akin Elementary_____
OR Location: _____

Description of Work: We will be power washing the loose grainels off, priming the deck after dry we will torch a SBS cap sheet on a existing mod-bit roof.

In the fields below, please enter the start date and time for the variance window 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: 10-17-22 Start Time: 6.00 P.M

Finish Date: 12-17-22 Finish Time: 6:00 A.M

Applicant Information:

Name: Trenton Welch Company RBT roofing Position: Project Manager

Address: 1944. clewsPrings Phone: 903-278-1604 E-mail: Deon@RBTroofing.com

Contractor Information:

Name: Trenton Welch Company RBT row finsouthe Position: project manager

Address: 1444 clear spring Phone: 903-278-1601 E-mail: _____

AGENDA ITEM # 26

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

The San Gabriel East Elevated Storage Tank (CIP W.41) improvements were designed by K-Friese & Associates to construct a new 1.25 million-gallon composite elevated storage tank and associated site work, along with waterline connections to the existing San Gabriel East Pump Station. The initial intent was to have construction begin this coming fall 2022, and be completed by winter 2023. The City received one (1) bid on August 12 in the amount of $8,957,000.00 for the base scope of work. This amount is $2,041,250.00 over the current budget of $3,915,750.00.

RECOMMENDATION:

The Engineer of Record, K-Friese & Associates, recommends rejection of the single bid received on August 12, 2022 for project 21-CIP-005, with the budget amount of $3,915,750.00.

PRESENTER:

Russell Alabastro, CIP Project Manager
Ross E. Blackketter, P.E., City Engineer

Attachments

1. Bid Proposal
2. CIP Project Page
3. Engineer Bid Recommendation

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Leander
Attn: Ross Blackketter, P.E., City Engineer
201 North Brushy Street
Leander, Texas 78641

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 90 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	July 15, 2022
2	July 27, 2022
3	August 3, 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 the Standard General Conditions Article 5.03.

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 Bid includes all items necessary to construct the composite elevated storage tank, waterlines, retaining walls, and various site improvements per the plans. Base Bid will be used in awarding Contract. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Spec Number	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	13210	Elevated Storage Tank, 1.25 MG Capacity, Including Tank Grading, Foundation, Concrete Pedestal, Steel Tank, Interior Paint, Exterior Paint System, Logo Painting, Coatings, All Lights and Appurtenances, Stainless Steel Inlet and Outlet Piping, Inlet and Outlet Valves, Overflow Piping and Flap Valve, and Cleaning and Disinfection, Complete, in Place and Operational, Concrete Splash Pad, Including Excavation, Compaction, Reinforcing Steel, Formwork, and Rock Riprap, per Lump Sum	LS	1	$ 7,757,000.00	$ 7,757,000.00
2	02803	Traffic Control, per Lump Sum	LS	1	$ 1,000.00	$ 1,000.00
3	02210	Flexible Base Complete and in Place, per Cubic Yard	CY	16	$ 200.00	$ 3,200.00
4	02211	Type D Hot Mix Asphaltic Concrete Pavement Complete and in Place, 1.5 Inches, per Square Yard	SY	60	$ 100.00	$ 6,000.00

5	11100	Reinforced Ribbon Curb per Linear Foot	LF	80	$ 50.00	$ 4,000.00
6	11100	Concrete Sidewalk, Complete, in place per Square Foot	SF	70	$ 20.00	$ 1,400.00
7	11100	Retaining Wall (MSE), Concrete Rip Rap (6"), Concrete Mow Strip (4"), Pipe Underdrains (TY 6)(6"), Complete, in place per Square Foot	SF	1,970	$ 70.00	$ 137,900.00
8	11100	8-Foot Tall Wrought Iron Fence, Complete, in Place per Linear Foot	LF	250	$ 150.00	$ 37,500.00
9	11100	8-Foot Tall Stone Fence, Complete, in Place per Linear Foot	LF	190	$ 500.00	$ 95,000.00
10	11100	Personnel Gate, 3-foot, complete, in place, per Each	EA	1	$ 1,000.00	$ 1,000.00
11	02227	Trench Safety Systems, per Linear Foot	LF	107	$ 10.00	$ 1,070.00
12	02501	Connection to Existing 36" Waterline, per Each	EA	2	$ 30,000.00	$ 60,000.00
13	02501	Install 36-Inch Diameter Restrained Joint Class 250 Ductile Iron Water Main Including Thrust Blocking and Fittings, per Linear Foot	LF	107	$ 1,200.00	$ 128,400.00
14	02231	Embankment, Including furnishing embankment, hauling, placing, compacting, finishing, reworking, and disposal of waste material, per Cubic Yard	CY	4,050	$ 12.00	$ 48,600.00
15	16010	All Electrical Work and Modifications, Including Connection to Existing Electrical Service, Main Circuit Breaker and Surge Protection, Elevated Storage Tank, and Control Systems, and Other Work Described in the Division 16 Specifications, per Lump Sum	LS	1	$ 205,000.00	$ 205,000.00
16	02100	Clearing and Grubbing, Including the removal and disposal of all trees, stumps, brush, roots, shrubs, vegetation, logs, and rubbish, per Lump Sum	LS	1	$ 42,000.00	$ 42,000.00
17	02480	Restoration and Revegetation, including soil retention blankets, reseeding, and repair to existing pavement or curbs, per Lump Sum	LS	1	$ 15,000.00	$ 15,000.00
18	01014	Erosion & Sedimentation Controls and Tree Protection, including Silt Fence, Rock Berm, and Stabilized Construction Entrances, Concrete Splash Pad, Including Excavation, Compaction, Reinforcing Steel, Formwork, and Rock Riprap, per Lump Sum	LS	1	$ 20,000.00	$ 20,000.00
19	01011	Mobilization, per Lump Sum	LS	1	$ 392,930.00	$ 392,930.00
TOTAL – BASE BID					$	8,957,000.00

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 in accordance with Standard General Conditions Article 15.03 and will be finally complete and ready for final payment in accordance with Articles 15.05 through 15.08 of the Standard 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. complete responses to information required in Bid;

C. 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): Landmark Structures I, LP

By: _____

(Authorized Signature)

Title: Christopher Lamon, CEO of Landmark Structures Management LLC

Date: August 12, 2022

Business Address: 1665 Harmon Road, Fort Worth, Texas 76177

Telephone Number: (817) 439-8888

Fax Number: (817) 230-2070

City of Leander

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	W.41
PROJECT TITLE	San Gabriel Elevated Storage Tank and 24-in Water Line
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

The San Gabriel Elevated Storage Tank (EST) and San Gabriel Parkway 24-inch Water Line Projects will include the design and construction of a new 1.25 MG (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 Reagan Boulevard to Bagdad Road. On August 6, 2020, the Leander City Council approved a contract for design, bidding and construction phase services for this EST and the completion of the 6,500' of 24-inch transmission/distribution line gap along San Gabriel Parkway.

Location	
Limits From/To:	

Schedule	**Start**	**End**
Design Phase	FY21	FY21
ROW/Esmt Acq.	FY21	FY21
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

Creates new 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 Reagan Boulevard and Bagdad Road in order to move major amounts 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 TCEQ

PROJECT COSTS	Prior	FY22	FY23	FY24	FY25	FY26	Future	Total
Design Phase	$ 423,581	$ -	$ -	$ -	$ -	$ -	$ -	$ 423,581
Construction	$ -	$ 3,450,000	$ -	$ -	$ -	$ -	$ -	$ 3,450,000
Management	$ -	$ 69,000	$ -	$ -	$ -	$ -	$ -	$ 69,000
Inspection/Testing	$ -	$ 51,750	$ -	$ -	$ -	$ -	$ -	$ 51,750
Contingencies	$ -	$ 345,000	$ -	$ -	$ -	$ -	$ -	$ 345,000
Other (ROW / Easement Acquisition)	$ 75,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 75,000
Total Estimated Cost	*$ 498,581*	*$ 3,915,750*	$ -	$ -	$ -	$ -	$ -	$ 4,414,331
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY22	FY23	FY24	FY25	FY26	Future	Total
Funding Source									
Account No.	**Fund**								
25-00-4085	*Water Impact Fees*	$ 498,581	$ 3,915,750	$ -	$ -	$ -	$ -	$ -	$ 4,414,331
Total Revenues		$ 498,581	$ 3,915,750	$ -	$ -	$ -	$ -	$ -	$ 4,414,331
EXPENDITURE									
25-31-8638	San Gabriel EST	$ 498,581	$ 3,915,750	$ -	$ -	$ -	$ -	$ -	$ 4,414,331
Total Expenditures		$ 498,581	$ 3,915,750	$ -	$ -	$ -	$ -	$ -	$ 4,414,331

Note: All amounts are shown in current dollars

Russell Alabastro

From: Dale Murphy <DMurphy@kfriese.com>
Sent: Wednesday, August 17, 2022 10:31 AM
To: Russell Alabastro; Tony Bettis; Greg Blackburn
Cc: Kay Johnson; Daniel Grimsbo; Ross Blackketter
Subject: RE: San Gabriel Elevated Storage Tank (EST) - Bid Received

CAUTION! This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe.

Good Morning Russell,

It's difficult to understand where they are coming from on their bid as we did coordinate specifically with that bidder quite a bit during design and on the cost estimate. It is a unique project with some difficult challenges that aren't easy to quantify in an estimate, it is a crazy time in the bid world, and having a very small number of possible bidders for this type of project definitely exposes it to the whims of bidders which can greatly impact the cost.

Our recommendation is to re-bid the project and hopefully get more than 1 bidder. We would like to talk more with Caldwell about their recent comments and see if there are some things we can modify in the bid docs to alleviate some of the issues that they cited in deciding not to bid. I think Landmark also had some additional questions that they wanted to ask after the question period expired which may have ultimately impacted their bid.

Let us know if you all would like to discuss further. Thanks…Dale

---

From: Russell Alabastro <RAlabastro@leandertx.gov>
Sent: Wednesday, August 17, 2022 7:37 AM
To: Tony Bettis <TBettis@leandertx.gov>; Dale Murphy <DMurphy@kfriese.com>; Greg Blackburn <gblackburn@kfriese.com>
Cc: Kay Johnson <KJohnson@leandertx.gov>; DGrimsbo <DGrimsbo@leandertx.gov>; Ross Blackketter <RBlackketter@leandertx.gov>
Subject: RE: San Gabriel Elevated Storage Tank (EST) - Bid Received

Good morning Dale,

I was following up on the status of your teams' review and response on this.

Please let us know if there are any questions or items that need to be discussed.

Thank you,
Russell Alabastro
CIP Project Manager

City of Leander

201 N. Brushy St.
Leander, TX 78641
ralabastro@leandertx.gov
Office: (512) 528-2713

Cell: (737) 587-2224

From: Tony Bettis <TBettis@leandertx.gov>
Sent: Friday, August 12, 2022 12:00 PM
To: Dale Murphy <DMurphy@kfriese.com>; Greg Blackburn <gblackburn@kfriese.com>
Cc: Kay Johnson <KJohnson@leandertx.gov>; Daniel Grimsbo <DGrimsbo@leandertx.gov>; Ross Blackketter <RBlackketter@leandertx.gov>; Russell Alabastro <RAlabastro@leandertx.gov>
Subject: San Gabriel Elevated Storage Tank (EST) - Bid Received

Dale,

Regarding the singular bid received before 9am this morning for the San Gabriel EST project. Please, review and respond with your thoughts.

It is our belief that this is too far above both our previous water tower EST cost and our estimated budget.

Please, see the scanned copy at: https://cityofleander.exavault.com/share/view/342np-dl0hmhy2

Please, review and respond.

Thank you,

Tony Bettis, PMP
CIP Program Manager
City of Leander
201 N. Brushy St.
Leander, TX 78641
tbettis@leandertx.gov
Office: (512) 528-2732
Cell: (512) 417-4343

AGENDA ITEM # 27

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

The Northline Subdivision includes the installation of duct bank for dry utilities such as cable, telephone, and electric. The purpose in this ordinance is to allow for the City Manager to administratively execute the license agreements for the utility providers in compliance with the template.

APPLICANT/AGENT:

City of Leander

PRESENTER:

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

---

Attachments

1. Ordinance
2. Location Exhibit

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS APPROVING THE FORM OF LICENSE AGREEMENT FOR CITY UTILITY DUCT BANKS LOCATED IN OR SERVING THE NORTHLINE PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; APPROVING A FORM OF TEMPORARY LICENSE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City has caused the construction of duct banks (the "Duct Banks") to house certain dry utilities serving the Northline development;

WHEREAS, City desires to approve the form of license agreement to be used by City staff in connection with granting permission for dry utilities to locate within City duct banks; and

WHEREAS, the City further desires to approve the form of temporary license agreement between the City and AT&T until Phase 1 of Northline is complete and accepted by the City;

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

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

Section 2. **Form of Duct Bank License Agreement Approved.** The form of license agreement for dry utilities located within the Duct Bank serving the Northline development is hereby approved. Utility providers locating infrastructure within the Duct Bank shall be required to enter into a license agreement in the form substantially similar to that set forth in Exhibit "A", and to comply with all other applicable City ordinances and regulations. The City Manager is authorized to execute the license agreement with utility providers that are permitted to locate infrastructure within the Duct Bank.

Section 3. **Temporary License Agreement.** The temporary license agreement attached hereto as Exhibit "B" is hereby approved. The City Manager is authorized to execute the agreement in the final complete form approved by the City Attorney.

Section 4. **Conflicting Ordinances.** Section 1.09.037, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

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

Section 6. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 7. **Severability**. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 10. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 15 day of September, 2022.

THE CITY OF LEANDER, TEXAS **ATTEST:**

_____ _____

Christine DeLisle, Mayor Dara Crabtree, City Secretary

LICENSE AGREEMENT
(Use of Conduits in Duct Banks)

This License Agreement/Memorandum of Agreement ("Agreement") is made by and between the City of Leander, a home-rule municipality in Williamson and Travis Counties ("City" or "Licensor"), whose address is 105 N. Brushy St., Leander, Texas 78641 and _____ ("Licensee"), a _____, whose address is _____ (collectively the "Parties").

I. General Terms and Conditions

In consideration of the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respective duly authorized representatives below.

A. Premises

1. Licensor owns or will own approximately _____ miles of right-of-way ("ROW") in the _____ development in and along the following roadways: _____as more particularly described in Exhibit "A."

2. Licensor owns certain Improvements and structures to accommodate underground installation of electric and telecommunications lines and related facilities for the provision of services within the City, including but not limited to a duct bank housing ____ conduits (the "Duct Bank") (*modify description as appropriate*) ("Underground Improvements").

3. References to Duct Bank(s) in this Agreement shall include telecommunications vaults, ducts, conduits, appurtenances, and right-of-way as the context requires.

B. License Grant & Use

1. Licensor, subject to the conditions, limitations, and reservations hereinafter set forth, hereby grants to Licensee the right to install, operate, maintain, inspect, repair and manage _____ (*described facilities*) which are more particularly shown in Exhibit B (the "Infrastructure") within Conduits ____ and ____ of the Duct Bank(s) ____ in and along _____ ("Licensed Property").

2. Licensee shall use the Licensed Property solely for the location, installation, operation, maintenance, inspection, repair, and management of the Infrastructure and provision of telecommunication services in strict compliance with all federal, state, municipality and other governmental regulations and no other purpose, including but not limited to regulations governing confined space entry. Applicable municipal regulations shall include but not be limited to ordinances and regulations governing use of rights-of-way and the City's duct bank and conduit systems, as they are amended from time to time.

3. Licensee shall maintain the Infrastructure and the Licensed Property in a good and safe condition at all times. To the extent permitted by law, all licenses, permits or other fees payable to a governmental authority shall be the sole responsibility of Licensee.

4. Licensee shall furnish, install, and maintain, at its sole expense, in a manner satisfactory to Licensor, the following:

(a) any signs, markings, or other identifiers as are recommended and approved by Licensor, as appropriate, to adequately mark the location of Licensee's use of the property of Licensor;

(b) detailed specifications of the equipment and materials Licensee places in the Duct Banks. This information shall include, but is not limited to, the number or volume of each component or item, the size or capacity of each component or item, and the tag, marking, or other identifier on each component or item which will serve to connect the component or item to Licensee

5. Licensee shall obtain and maintain all of the certificates, permits and other approvals ("CapMetro") (collectively the "Governmental Approvals") which may be required by any federal, state or local authorities for the location, installation, maintenance or operation of the Infrastructure in the Licensed Property. Licensee shall furnish satisfactory evidence of compliance upon request by Licensor.

6. If an emergency situation arises during installation or any maintenance of its facilities within the Licensed Property, Licensee shall immediately notify Licensor's _____ Department by telephone at (512) _____, and then proceed to address the emergency event affecting its facilities and take only those actions necessary to return the property of Licensor to a safe condition, unless otherwise directed by Licensor.

7. Licensee shall provide Licensor five days (5) notice of non-routine or scheduled maintenance activities of its facilities within the ROW. Licensee shall comply Licensor's reasonable permitting requirements for any work relating to the Duct Bank and Conduits.

8. This Agreement does not authorize Licensee to extract, move, or otherwise affect the location of or convey to the Licensee a property interest in the Licensor's Duct Banks or the Conduits.

9. Licensee shall not access or in any way affect any conduit not assigned. If any facilities or infrastructure of the Licensee shall be found occupying a conduit system for which authorization has not been granted by the Licensor, the Licensor, without prejudice to its other rights or remedies under this Agreement, including termination or otherwise, may, at Licensor's sole election, either: a) require the Licensee to remove the facilities or infrastructure at Licensee's expense, or b) impose a charge and require the Licensee to submit in writing, within ten (10) days after receipt of written notification from the Licensor of the unauthorized occupancy, a conduit occupancy application. If such application is not received by the Licensor within the specified time period, the Licensee will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, or the Licensor may remove the Licensee's facilities without liability, and the cost of such removal shall be borne by the Licensee.

10. Licensee shall conduct its activities in a manner that does not damage the Duct Bank, the Conduits or other surrounding property. In the event that the Licensee damages the Duct Bank, the Conduits, or other surrounding property, the Licensee shall at the Licensor's election, either: a) repair such damage at Licensee's sole cost and expense; or b) reimburse the Licensor for all costs of replacing or repairing any property which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

12. In addition to notifying Licensor of emergency or planned installation, maintenance or repair work activities in the Duct Banks, Licensee shall provide Licensor's personnel the opportunity to be present for the work activities. Licensor personnel in attendance during planned or emergency work activities in the Duct Banks shall have full access to the worksite.

13. Work hours for routine or scheduled maintenance in the Duct Banks are 9:00 a.m. to 4:00 p.m. Monday through Friday. Routine or scheduled maintenance work activities that need to be performed after 4:00 p.m. Monday through Friday or on Saturday requires Licensor's advance approval.

14. With the exception of work activities to address an emergency situation, no work activities will be performed on Sundays or on holidays observed by Licensor.

15. *[Additional Paragraph for Utilities located in CapMetro ROW]. The Licensee agrees that it is subject to and shall comply with the obligations of "Licensee" under that certain License to use Right of Way (Rail) between the Licensor and Capital Metropolitan Transportation Authority date effective June 9, 2022, as amended from time to time, attached hereto and incorporated for all purposes as Exhibit "C" including paying any fees charged by CapMetro with respect to Licensee's use of the Duct Bank located on CapMetro property; with the exception of the following sections.*

B-1. Orderly Use of the Duct Banks by Multiple Users

1. In the exercise of governmental functions, Licensor has first priority over all uses of the rights-of-way. Traffic uses shall be considered as the primary use and the Licensor reserves the right to lay sewer, water, gas and other pipelines or cables and or cables and conduits, and to do underground and overhead work, including attachments, restructuring or changes in aerial or underground facilities in, across, along, over, or under a public street, alley or right-of-way and to change the curb, sidewalks or the grade of streets without liability to Licensee even if such use disrupts or destroys Licensee's use of the Licensed Property.

2. The Licensor shall assign the location in the Duct Banks among competing users with due consideration to the public health, safety and welfare considerations of each user type, and to the extent the Licensor can demonstrate that there is limited space available for additional users, may limit new users or require removal of abandoned or obsolete facilities under this Agreement or as allowed under state or federal law.

C. Term and License Fees

1. Upon the occurrence of any of the following events, this Agreement may be terminated upon ninety (90) days prior written notice from Licensor to Licensee:
   a. Licensee fails to perform or comply with any of the terms and provisions of this Agreement, after written notice to Licensee as provided in Paragraph I.F. Default; or
   b. Licensee fails to maintain the liability insurance coverage required by this Agreement.

   This Agreement may be terminated upon thirty (30) days' prior written notice from Licensee to Licensor.

3. In the event of termination of this Agreement, Licensee shall remove the Infrastructure from the Licensed Property. All installations of Licensee not removed shall be deemed property of the Licensor if not removed within thirty (30) days of the termination of this Agreement.

D. Licensee Responsibilities

Licensee is responsible for all costs or provisions for equipment, supplies, or services required to perform any and all work on its Infrastructure including, but not limited to, costs for pumping or aerating manholes or vaults; providing flaggers, traffic control, and personal protective equipment; and capturing, managing, and disposing of biohazardous materials produced or released as a result of the work. Should any discharge, leakage, spillage, emission or environmental contamination of any type occur upon or arise from the Infrastructure or the Licensed Property as a result of Licensee's direct use, operations or exercise of the rights granted under this Agreement, Licensee shall, at its expense, be obligated to clean or remediate all property affected thereby, whether owned or controlled by Licensor or any third persons to the satisfaction of Licensor and any governmental body having jurisdiction in the matter. Licensor may, at its option, clean or remediate such leakage, spillage, emission or environmental contamination, and Licensee shall pay within thirty days of receiving an invoice from Licensor the actual direct cost of such cleanup and remediation. For purposes of this Agreement, "environmental contamination" shall mean contamination of air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters in violation of applicable federal, state and local laws. The phrase "hazardous materials" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined by any federal state or local environmental law, regulation or ordinance. The provisions of this subparagraph shall survive termination of this

Agreement.

E. Insurance

Licensee shall obtain and maintain insurance of the types and in the amounts as set forth on Exhibit "C" and "C-1"attached to this Agreement. If Licensee fails to do so, Licensor shall have the immediate right (but not the obligation) to effect such insurance without notice to Licensee, in which event the amount so paid by Licensor shall be paid by Licensee to Licensor upon demand with interest at the maximum rate allowed by law from demand until payment.

F. Default

If Licensee defaults in the performance of any covenant or agreement under this Agreement and the default continues for thirty (30) days after Licensor's written notice specifying the default (expressly excluding the obligation to maintain insurance in which case written notice is not required), Licensor shall have any right of remedy provided herein or available at law or in equity, including, without limiting the foregoing, the right to immediately terminate this Agreement.

G. INDEMNIFICATION

1. **TO THE EXTENT PERMITTED BY LAW, LICENSEE SHALL, AT LICENSEE'S SOLE COST AND EXPENSE DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR FROM AND AGAINST ALL LIABILITIES, DEMANDS, CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION OR JUDGMENTS, AND ALL REASONABLE EXPENSES INCURRED IN INVESTIGATING OR RESISTING THE SAME (COLLECTIVELY, "CLAIMS"), FOR INJURY TO PERSON, LOSS OF LIFE OR DAMAGE TO PERSONAL OR REAL PROPERTY, INCLUDING ENVIRONMENTAL DAMAGE) ARISING OUT OF LICENSEE'S USE OR OCCUPANCY OF THE LICENSED PROPERTY, WHETHER FORESEEABLE OR UNFORESEEABLE, DIRECT OR INDIRECT, OR CONTRIBUTED TO BY THE ACTIVE OR PASSIVE NEGLIGENCE OF LICENSOR, ITS CONTRACTORS, AGENTS OR EMPLOYEES (EXCEPT WHEN CAUSED BY THE SOLE GROSS NEGLIGENCE OF LICENSOR, ITS CONTRACTORS, AGENTS, OR EMPLOYEES). IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL DAMAGES.**
2. **Licensee's obligations to defend, indemnify and hold harmless Licensor under this paragraph shall survive the expiration or earlier termination of this Agreement.**

H. Right to Eject; Right to Licensed Property

1. Licensor may eject or cause to be ejected from the Licensed Property Licensee or any person acting under Licensee's authority or direction that is engaging in conduct that is unlawful or unsafe. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee or the ejected person through Licensor's exercise of such right.

2. This Agreement is expressly subject and subordinate to the present and future right of the Licensor, its successors, assigns, lessees, grantees, and Licensees, 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.

3. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the Licensor, its agents, contractors, officers, or employees.

4. Notwithstanding any provisions in this Agreement to the contrary, the Licensor retains the right to enter upon the licensed property, at any time without notice, assuming no obligation to Licensee, to remove any of the licensed Improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the Licensor's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

3. Force Majeure

In no event shall either Party be liable to the other Party for events beyond the control of such Party that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightening, earthquakes, fire, storms, floods or washouts; explosions; cybersecurity attacks, intrusions or interruptions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than thirty (30) days, either Party may terminate this Agreement upon written notice.

4. Miscellaneous

A. No Warranty

THE LICENSOR MAKES THIS GRANT SOLELY TO THE EXTENT OF ITS RIGHT, TITLE, AND INTEREST IN THE LICENSE PROPERTY WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE.. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL THE INFRASTRUCTURE LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS

RESPONSIBLE FOR LICENSEE'S COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR LICENSEE'S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.

B. PRIOR TO LICENSEE PLACING ITS INFRASTRUCTURE IN THE LICENSED PROPERTY, LICENSEE SHALL HAVE THE RIGHT TO INSPECT THE PROPERTY TO CONFIRM IT MEETS LICENSEE'S NEEDS FOR INSTALLING ITS INFRASTRUCTURE ON THE PROPERTY.

C. Obligation to Report

If Licensee is aware of any dangerous or defective condition exists on the Licensed Property that, under the normal course of business, are the responsibility of the Licensor, and Licensee shall use reasonable efforts to report the problem to Licensor. Licensee shall provide Licensor such notice within thirty (30) days. Licensee shall continue to be responsible for its obligations established in this Agreement.

D. No Waiver

The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

D. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in Williamson County, Texas.

E. Attorneys' Fees

In the event Licensor finds it necessary to employ legal counsel to enforce its rights under this Agreement, or to bring an action at law, or other proceeding against Licensee to enforce any of the terms, covenants or conditions herein, Licensee shall pay to Licensor its reasonable

attorneys' fees and expenses, regardless of whether suit is filed.

F. Compliance with Laws

Licensee agrees not to use the Infrastructure or the Licensed Property for any unlawful purpose. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines.

G. No Joint Venture

This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

H. No Third Party Beneficiaries

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

I. Severability

If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

J. Recording

Licensee shall not record this Agreement.

K. Personal License

The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein. This Agreement shall not be assignable by Licensee, in whole or in part, without the prior written consent of Licensor.

L. Right of Entry

At any time during the term hereof, Licensor or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

M. Dates of Performance

In the event that the date for performance by either Party of any obligation under this Agreement are required to be performed by such Party falls on a Saturday, Sunday or national

holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

N. Exhibits

This Agreement incorporates by reference the following documents:

1. Exhibit "A"
2. Exhibit "B" (Infrastructure)
3. Exhibit "C-1" (Insurance Requirements)
4. Exhibit "C 2" (Minimum Insurance Coverage Limits)
5. *[Exhibit "D" (CapMetro License Agreement)] Add if applicable*

O. Prior Agreements

This Agreement embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein. This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

P. Notice

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations required under this Agreement or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

Q. Condemnation

If all, or any, portion of the Licensed Property including, but not limited to, the air ways over and across the Licensed Property, is condemned by any authority with condemnation powers, the proceeds of such condemnation shall be the property of Licensor.

R. Time is of the Essence

Time is of the essence in this Agreement.

S. Signature

A copy or facsimile signature shall be deemed an original signature for all purposes. For

purposes of this paragraph, the phrase "facsimile signature" includes without limitation, an image of an original signature in whatever means or form.

T. Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

U. No Assignment

Licensee may not assign this Agreement without Licensor's prior written consent.

V. Interpretation.

Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation." Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

5. Survival

Termination of this Agreement shall not relieve Licensee's liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

III. Signatories

6. Effective Date

This Agreement will be effective as of the date of the last Party to sign (the "Effective Date").

B. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who represent that they are duly authorized to bind the Parties as set forth above.

IN WITNESS WHEREOF, Licensor has caused this instrument to be executed this _____ day of _____, 2022.

LICENSOR:

CITY OF LEANDER

By: _____
Christine De Lisle, Mayor

Accepted and Agreed to:

LICENSEE:

By: _____
Its: _____

Exhibit "A"

ROW Description

Exhibit "B"

Infrastructure

Exhibit ”C-1’

INSURANCE REQUIREMENTS

Licensee shall, at its own cost and expense, procure the insurance set forth in Exhibit C-1 attached hereto and made a part hereof, and promptly pay when due all premiums for the insurance. The insurance shall be kept in full force during the life of the Agreement.

Licensee’s insurance shall be primary and non-contributory with respect to any insurance which might be carried by Licensor and shall contain a contractual waiver of subrogation.

Licensee shall furnish to Licensor certificate (s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

Licensee shall notify Licensor in writing of any material alteration of such policies, including any change in the retroactive date in any “claims-made” policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best’s Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

Exhibit "C-2"

MINIMUM INSURANCE COVERAGE LIMITS

(Northline PUD – City of Leander, Texas)

7. Comprehensive General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) with combined single limit of $2,000,000 with coverage that includes:

- Premises/operations
- Independent contractors
- Personal Injury
- Contractual Liability pertaining to the liabilities assumed in the agreement
- Underground (when ground surface is disturbed)

Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

8. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) with combined single limit of $2,000,000

9. Workers' Compensation with Statutory limits

10. Employer Liability Insurance with minimum limits of $1,000,000

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Agreement.

Note: Such policies of insurance and certificates provided by Licensee shall provide (i) that Licensor is named as an additional insured, (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by _____, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Licensor shall receive

notice of any cancellation of the policy.

Exhibit "D"
CapMetro License Agreement

Exhibit B

TEMPORARY LICENSE AGREEMENT
(Use of Conduits in Duct Banks)

This Temporary License Agreement/Memorandum of Agreement ("Agreement") is made by and between the City of Leander, a home-rule municipality in Williamson County ("City" or "Licensor"), whose address is 105 N. Brushy St., Leander, Texas 78641 and Southwestern Bell Telephone Company, d/b/a AT&T Texas ("Licensee"), a Delaware corporation, whose address is _____ (collectively the "Parties").

II. General Terms and Conditions

In consideration of the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respective duly authorized representatives below.

D. Premises

3. Licensor owns or will own approximately _____ miles of right-of-way ("ROW") in the Northline PUD development in and along the following roadways: in and along Main Street as more particularly described in Exhibit "A."

4. Licensor has entered an agreement with Northline Leander Development Company, LLC, ("Developer") for Developer to construct _____(*insert description of duct bank*) ("Improvements"). Upon completion Developer will convey the Improvements to Licensor.

5. Among the Improvements are structures to accommodate underground installation of electric and telecommunications lines and related facilities for the provision of services within the City, including but not limited to a duct bank housing ____ conduits (*modify description as appropriate*) ("Underground Improvements").

6. Licensee currently owns and operates overhead telecommunications lines and related facilities located in a portion of the Northline PUD development which Licensee uses to provide telecommunications services to the development and neighboring areas, which will be relocated underground and located within the Duct Bank subject to the terms and conditions of this Agreement.

5. References to Duct Bank(s) in this Agreement shall include telecommunications vaults,

ducts, conduits, appurtenances, and right-of-way as the context requires.

E. License Grant & Use

1. Licensor, subject to the conditions, limitations, and reservations hereinafter set forth, hereby grants to Licensee the right to install, operate, maintain, inspect, repair and manage _____ (*described facilities*) which are more particularly shown in Exhibit B (the "Infrastructure") within Conduits A-1 and B-1 of the Duct Bank(s) ____ in and along Main Street ("Licensed Property").

2. Licensee shall use the Licensed Property solely for the location, installation, operation, maintenance, inspection, repair, and management of the Infrastructure and provision of telecommunication services in strict compliance with all federal, state, municipality and other governmental regulations and no other purpose, including but not limited to regulations governing confined space entry. Applicable municipal regulations shall include but not be limited to ordinances and regulations governing use of rights-of-way and the City's duct bank and conduit systems, as they are amended from time to time.

3. Licensee shall maintain the Infrastructure and the Licensed Property in a good and safe condition at all times. To the extent permitted by law, all licenses, permits or other fees payable to a governmental authority shall be the sole responsibility of Licensee.

4. Licensee shall furnish, install, and maintain, at its sole expense, in a manner satisfactory to Licensor, the following:

   (a) any signs, markings, or other identifiers as are recommended and approved by Licensor, as appropriate, to adequately mark the location of Licensee's use of the property of Licensor;

   (b) detailed specifications of the equipment and materials Licensee places in the Duct Banks. This information shall include, but is not limited to, the number or volume of each component or item, the size or capacity of each component or item, and the tag, marking, or other identifier on each component or item which will serve to connect the component or item to Licensee

5. Licensee shall obtain and maintain all of the certificates, permits and other approvals, (collectively the "Governmental Approvals") which may be required by any federal, state or local authorities for the location, installation, maintenance or operation of the Infrastructure in the Licensed Property. Licensee shall furnish satisfactory evidence of compliance upon request by Licensor.

6. If an emergency situation arises during installation or any maintenance of its facilities within the Licensed Property, Licensee shall immediately notify Licensor's _____ Department by telephone at (512) _____, and then proceed to address the emergency event affecting its facilities and take only those actions necessary to return the property of Licensor to a safe condition, unless otherwise directed by Licensor.

7. Licensee shall provide Licensor five days (5) notice of non-routine or scheduled maintenance activities of its facilities within the ROW. Licensee shall comply Licensor's reasonable permitting requirements for any work relating to the Duct Bank and Conduits.

8. This Agreement does not authorize Licensee to extract, move, or otherwise affect the location of or convey to the Licensee a property interest in the Licensor's Duct Banks or the Conduits.

9. Licensee shall not access or in any way affect any conduit not assigned. If any facilities or infrastructure of the Licensee shall be found occupying a conduit system for which authorization has not been granted by the Licensor, the Licensor, without prejudice to its other rights or remedies under this Agreement, including termination or otherwise, may, at Licensor's sole election, either: a) require the Licensee to remove the facilities or infrastructure at Licensee's expense, or b) impose a charge and require the Licensee to submit in writing, within ten (10) days after receipt of written notification from the Licensor of the unauthorized occupancy, a conduit occupancy application. If such application is not received by the Licensor within the specified time period, the Licensee will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, or the Licensor may remove the Licensee's facilities without liability, and the cost of such removal shall be borne by the Licensee.

10. Licensee shall conduct its activities in a manner that does not damage the Duct Bank, the Conduits or other surrounding property. In the event that the Licensee damages the Duct Bank, the Conduits, or other surrounding property, the Licensee shall at the Licensor's election, either: a) repair such damage at Licensee's sole cost and expense; or b) reimburse the Licensor for all costs of replacing or repairing any property which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

16. In addition to notifying Licensor of emergency or planned installation, maintenance or repair work activities in the Duct Banks, Licensee shall provide Licensor's personnel the opportunity to be present for the work activities. Licensor personnel in attendance during planned or emergency work activities in the Duct Banks shall have full access to the worksite.

17. Work hours for routine or scheduled maintenance in the Duct Banks are 9:00 a.m. to 4:00 p.m. Monday through Friday. Routine or scheduled maintenance work activities that need to be performed after 4:00 p.m. Monday through Friday or on Saturday requires Licensor's advance approval.

18. With the exception of work activities to address an emergency situation, no work activities will be performed on Sundays or on holidays observed by Licensor.

B-1. Orderly Use of the Duct Banks by Multiple Users

11. In the exercise of governmental functions, Licensor has first priority over all uses of the rights-of-way. Traffic uses shall be considered as the primary use and the Licensor reserves the right to lay sewer, water, gas and other pipelines or cables and or cables and conduits, and to do underground and overhead work, including attachments, restructuring or changes in aerial or underground facilities in, across, along, over, or under a public street, alley or right-of-way and to change the curb, sidewalks or the grade of streets.

12. The Licensor shall assign the location in the Duct Banks among competing users with due consideration to the public health, safety and welfare considerations of each user type, and to the extent the Licensor can demonstrate that there is limited space available for additional users, may limit new users or require removal of abandoned or obsolete facilities under this Agreement or as allowed under state or federal law.

F. Term and License Fees

2. This Temporary Agreement will automatically terminate upon completion of Phase 1 of the Northline PUD development project, at which time the terms of this agreement or reasonably similar terms and lawful appropriate fees adopted by the governing body of Licensor will be memorialized in a standard license agreement for use of Conduits A-1 and B-1 in Duct Bank _____. .

3. Upon the occurrence of any of the following events, this Agreement may be terminated upon ninety (90) days prior written notice from Licensor to Licensee:

a. Licensee fails to perform or comply with any of the terms and provisions of this Agreement, after written notice to Licensee as provided in Paragraph I.F. Default; or

b. Licensee fails to maintain the liability insurance coverage required by this Agreement.

This Agreement may be terminated upon thirty (30) days' prior written notice from Licensee to Licensor.

3. In the event of termination of this Agreement, Licensee shall remove the Infrastructure from the Licensed Property. All installations of Licensee not removed shall be deemed property of the Licensor if not removed within thirty (30) days of the termination of this Agreement.

D. Licensee Responsibilities

Licensee is responsible for all costs or provisions for equipment, supplies, or services required to perform any and all work on its Infrastructure including, but not limited to, costs for pumping or aerating manholes or vaults; providing flaggers, traffic control, and personal protective equipment; and capturing, managing, and disposing of biohazardous materials produced or released as a result of the work. Should any discharge, leakage, spillage, emission or environmental contamination of any type occur upon or arise from the Infrastructure or the

Licensed Property as a result of Licensee's direct use, operations or exercise of the rights granted under this Agreement, Licensee shall, at its expense, be obligated to clean or remediate all property affected thereby, whether owned or controlled by Licensor or any third persons to the satisfaction of Licensor and any governmental body having jurisdiction in the matter. Licensor may, at its option, clean or remediate such leakage, spillage, emission or environmental contamination, and Licensee shall pay within thirty days of receiving an invoice from Licensor the actual direct cost of such cleanup and remediation. For purposes of this Agreement, "environmental contamination" shall mean contamination of air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters in violation of applicable federal, state and local laws. The phrase "hazardous materials" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined by any federal state or local environmental law, regulation or ordinance. The provisions of this subparagraph shall survive termination of this Agreement.

I. Insurance

Licensee shall obtain and maintain insurance of the types and in the amounts as set forth on Exhibit "C" and "C-1"attached to this Agreement. If Licensee fails to do so, Licensor shall have the immediate right (but not the obligation) to effect such insurance without notice to Licensee, in which event the amount so paid by Licensor shall be paid by Licensee to Licensor upon demand with interest at the maximum rate allowed by law from demand until payment.

J. Default

If Licensee defaults in the performance of any covenant or agreement under this Agreement and the default continues for thirty (30) days after Licensor's written notice specifying the default (expressly excluding the obligation to maintain insurance in which case written notice is not required), Licensor shall have any right of remedy provided herein or available at law or in equity, including, without limiting the foregoing, the right to immediately terminate this Agreement.

K. INDEMNIFICATION

1. TO THE EXTENT PERMITTED BY LAW, LICENSEE SHALL, AT LICENSEE'S SOLE COST AND EXPENSE DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR FROM AND AGAINST ALL LIABILITIES, DEMANDS, CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION OR JUDGMENTS, AND ALL REASONABLE EXPENSES INCURRED IN INVESTIGATING OR RESISTING THE SAME (COLLECTIVELY, "CLAIMS"), FOR INJURY TO PERSON, LOSS OF LIFE OR DAMAGE TO PERSONAL OR REAL PROPERTY, INCLUDING ENVIRONMENTAL DAMAGE) ARISING OUT OF LICENSEE'S USE OR OCCUPANCY OF THE LICENSED PROPERTY, WHETHER FORESEEABLE OR UNFORESEEABLE, DIRECT OR INDIRECT, OR CONTRIBUTED TO BY THE ACTIVE OR PASSIVE NEGLIGENCE OF LICENSOR, ITS

CONTRACTORS, AGENTS OR EMPLOYEES (EXCEPT WHEN CAUSED BY THE SOLE GROSS NEGLIGENCE OF LICENSOR, ITS CONTRACTORS, AGENTS, OR EMPLOYEES). IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL DAMAGES.

2. **Licensee's obligations to defend, indemnify and hold harmless Licensor under this paragraph shall survive the expiration or earlier termination of this Agreement.**

L. Right to Eject; Right to Licensed Property

1. Licensor may eject or cause to be ejected from the Licensed Property Licensee or any person acting under Licensee's authority or direction that is engaging in conduct that is unlawful or unsafe. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee or the ejected person through Licensor's exercise of such right.

2. This Agreement is expressly subject and subordinate to the present and future right of the Licensor, its successors, assigns, lessees, grantees, and Licensees, 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.

3. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the Licensor, its agents, contractors, officers, or employees.

5. Notwithstanding any provisions in this Agreement to the contrary, the Licensor retains the right to enter upon the licensed property, at any time without notice, assuming no obligation to Licensee, to remove any of the licensed Improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the Licensor's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

I. Force Majeure

In no event shall either Party be liable to the other Party for events beyond the control of such Party that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightening, earthquakes, fire, storms, floods or washouts; explosions; cybersecurity attacks, intrusions or interruptions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than thirty (30) days, either Party may terminate this Agreement upon written notice.

II. Miscellaneous

E. No Warranty

THE LICENSOR MAKES THIS GRANT SOLELY TO THE EXTENT OF ITS RIGHT, TITLE, AND INTEREST IN THE LICENSE PROPERTY WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE.. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL THE INFRASTRUCTURE LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR LICENSEE'S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.

F. PRIOR TO LICENSEE PLACING ITS INFRASTRUCTURE IN THE LICENSED PROPERTY, LICENSEE SHALL HAVE THE RIGHT TO INSPECT THE PROPERTY TO CONFIRM IT MEETS LICENSEE'S NEEDS FOR INSTALLING ITS INFRASTRUCTURE ON THE PROPERTY.

G. Obligation to Report

If Licensee is aware of any dangerous or defective condition exists on the Licensed Property that, under the normal course of business, are the responsibility of the Licensor, and Licensee shall use reasonable efforts to report the problem to Licensor. Licensee shall provide Licensor such notice within thirty (30) days. Licensee shall continue to be responsible for its obligations established in this Agreement.

H. No Waiver

The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against

whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

D. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in Williamson County, Texas.

W. Attorneys' Fees

In the event Licensor finds it necessary to employ legal counsel to enforce its rights under this Agreement, or to bring an action at law, or other proceeding against Licensee to enforce any of the terms, covenants or conditions herein, Licensee shall pay to Licensor its reasonable attorneys' fees and expenses, regardless of whether suit is filed.

X. Compliance with Laws

Licensee agrees not to use the Infrastructure or the Licensed Property for any unlawful purpose. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines.

Y. No Joint Venture

This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

Z. No Third Party Beneficiaries

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

AA. Severability

If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

BB. Recording

Licensee shall not record this Agreement.

CC. Personal License

The rights and privileges herein given are personal to the Licensee. Licensee has no

exclusive rights or benefits other than those set forth herein. This Agreement shall not be assignable by Licensee, in whole or in part, without the prior written consent of Licensor.

DD. Right of Entry

At any time during the term hereof, Licensor or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

EE. Dates of Performance

In the event that the date for performance by either Party of any obligation under this Agreement are required to be performed by such Party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

FF. Exhibits

This Agreement incorporates by reference the following documents:

1. Exhibit "A" (Northline PUD Right of Way)
2. Exhibit "B" (Infrastructure)
3. Exhibit "C-1" (Insurance Requirements)
4. Exhibit "C 2" (Minimum Insurance Coverage Limits)

GG. Prior Agreements

This Agreement embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein. This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

HH. Notice

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations required under this Agreement or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

II. Condemnation

If all, or any, portion of the Licensed Property including, but not limited to, the air ways over and across the Licensed Property, is condemned by any authority with condemnation powers, the proceeds of such condemnation shall be the property of Licensor.

JJ. Time is of the Essence

Time is of the essence in this Agreement.

KK. Signature

A copy or facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase "facsimile signature" includes without limitation, an image of an original signature in whatever means or form.

LL. Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

MM. No Assignment

Licensee may not assign this Agreement without Licensor's prior written consent.

NN. Interpretation.

Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation." Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

W. Survival

Termination of this Agreement shall not relieve Licensee's liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

III. Signatories

A. Effective Date

This Agreement will be effective as of the date of the last Party to sign (the "Effective Date").

B. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who represent that they are duly authorized to bind the Parties as set forth above.

IN WITNESS WHEREOF, Licensor has caused this instrument to be executed this _____ day of _____, 2022.

LICENSOR:

CITY OF LEANDER

By: _____
Christine De Lisle, Mayor

Accepted and Agreed to:

LICENSEE:

SOUTHWESTERN BELL TELEPHONE COMPANY,
d/b/a AT&T TEXAS

By: _____
Its: _____

Exhibit "A"

Northline PUD and ROW Description

Exhibit "B"

Infrastructure

Exhibit ”C-1’

AT & T INSURANCE REQUIREMENTS

Licensee shall, at its own cost and expense, procure the insurance set forth in Exhibit B-1 attached hereto and made a part hereof, and promptly pay when due all premiums for the insurance. The insurance shall be kept in full force during the life of the Temporary Agreement.

Licensee’s insurance shall be primary and non-contributory with respect to any insurance which might be carried by Licensor and shall contain a contractual waiver of subrogation.

Licensee shall furnish to Licensor certificate (s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

Licensee shall notify Licensor in writing of any material alteration of such policies, including any change in the retroactive date in any “claims-made” policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best’s Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

Exhibit "C-2"

AT & T MINIMUM INSURANCE COVERAGE LIMITS

(Northline PUD – City of Leander, Texas)

1. Comprehensive General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) with combined single limit of $2,000,000 with coverage that includes:

- Premises/operations
- Independent contractors
- Personal Injury
- Contractual Liability pertaining to the liabilities assumed in the agreement
- Underground (when ground surface is disturbed)

Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

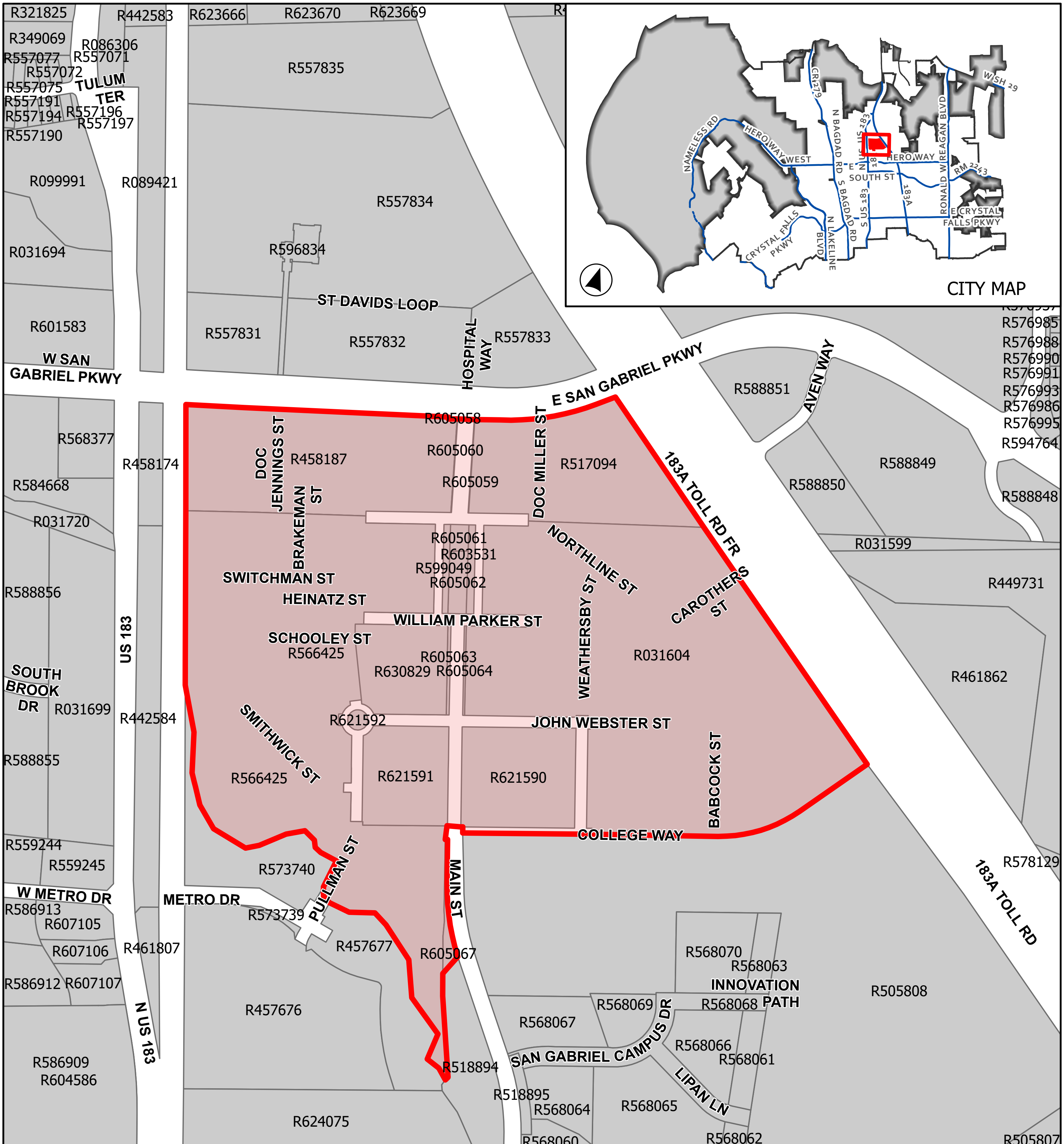
2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) with combined single limit of $2,000,000

3. Workers' Compensation with Statutory limits

4. Employer Liability Insurance with minimum limits of $1,000,000

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Agreement.

Note: Such policies of insurance and certificates provided by Licensee shall provide (i) that Licensor is named as an additional insured, (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by AT & T, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Licensor shall receive notice of any cancellation of the policy.



ATTACHMENT 2

NORTHLINE SUBDIVISION

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 # 28

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

This request is the final step in the zoning process. The Planning & Zoning Commission unanimously recommended approval during the August 11th meeting with the following condition that the first phase shall include 4,000 square feet of commercial instead of 2,000 square feet.

HISTORY/TIMELINE:

02/02/2017 - Approved zoning change request on a portion of the property from Interim SFR-1-B and Interim SFS-2-B to LO-1-A and LC-2-C
08/11/2022 - Planning & Zoning Commission, 1st Public Hearing
09/01/2022 - City Council, 2nd Public Hearing

APPLICANT/AGENT:

SUNRhea Design, LLC (Jim Bechtol) on behalf of RCG Enclave at Crystal Falls, LLC (Lynn Yuan)

RECOMMENDATION:

The City Council approved this request during the September 1, 2022 meeting.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Current Zoning
3. Future Land Use 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. Development Agreement

PLANNING ANALYSIS

ZONING CASE 22-Z-007
ENCLAVE AT CRYSTAL FALLS

GENERAL INFORMATION

Owner/Agent: SUNRhea Design, LLC (Jim Bechtol) on behalf of RCG Enclave at Crystal Falls, LLC (Lynn Yuan).

Current Zoning: Interim SFR-1-B (Single-Family Rural)
Interim SFS-2-B (Single-Family Suburban)
LO-1-A (Local Office)
LC-2-C (Local Commercial)

Proposed Zoning: Enclave at Crystal Falls PUD (Planned Unit Development) with a base zoning district of
TF-2-A (Two-Family)
GC-2-A (General Commercial)

Size and Location: The property is located at 10949, 10959, 10965, and 10981 E. Crystal Falls Pkwy, including approximately 19.534 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 develop a residential subdivision, with commercial along E. Crystal Falls Pkwy.

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

Currently 9.9 acres of the subject property are zoned for local commercial uses while the remainder of the property is zoned for interim residential uses. This change would increase the amount of commercial to 11.7 acres. The proposal does meet the maximum limitation from the Comprehensive Plan for residential uses.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	Interim SFR-1-B	Ridgmar Landing subdivision and storage facility
EAST	Interim SFR-1-B, Interim SFS-2-B	Commercial
SOUTH	GC-3-B, GC-3-C, HC-3-C, GC-3-A, Interim SFS-2-B	Commercial/Heavy Commercial users
WEST	Interim SFR-1-B, Interim SFS-2-B	Commercial

SURROUNDING AREA:
This property is located on the north side of E. Crystal Falls, west of Ronald W. Reagan Blvd. The site is just south of the Ridgmar Landing subdivision. Across E. Crystal Falls to the south is Fire Station #4 and a commercial business park.

PHYSICAL AND NATURAL FEATURES:
This property contains significant tree cover and will be subject to the Leander tree preservation and mitigation requirements.

PROPERTY HISTORY:
The back portion of this subject area was annexed into the City of Leander 05/15/2014. The portion along E. Crystal Falls Pkwy was annexed 03/23/2005.

PREVIOUS ZONING CASES:
The following zone cases were previously submitted for R031341 and R031342.

- 16-Z-032 requested a zone change from Interim SFR-1-B and Interim SFS-2-B to LO-1-A and LC-2-C and was approved on 02/02/2017.
- 21-Z-013 requested a zone change from Interim SFS-2-B, LO-1-A and LC-2-C to PUD TF-2-A and LC-2-A and was denied by Council on 11/04/2021.

MAJOR CORRIDORS:
This property has access onto E. Crystal Falls Pkwy which is an existing four (4) lane Arterial roadway.

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
E. Crystal Falls Pkwy	Arterial	Multi-Use Corridor	100' ROW 8' sidewalk

SUBDIVISIONS:
The following subdivision was previously submitted for the east tract of this site:

- The tract located at 10981 Crystal Falls was platted as the Holloway Additional (lot 1, Block 2) recorded on March of 2017.

EXISTING UTILITIES:
This property has access to a 24" water line within the project side of Crystal Falls ROW. An 8" sewer line and manhole was extended to the site (10965 Crystal Falls) via the Fire Station #4 improvements (16-PICP-023).

CURRENT LAND USES:
This property is has residential buildings on site.

PROPOSED ZONING DISTRICT:

USE COMPONENT

TF – Two-Family:

Features: 9,000 sq. ft. lot min.; 1,200 sq. ft. for s.f. home, 900 sq. ft. per unit for 2 - family.
Intent: Development of two-family dwelling structures on intermediate sized lots and for other uses that are compatible and complimentary to intermediate sized lots and two-family dwellings. Such components are generally intended to provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses and to create more variety in housing opportunities and in the fabric of the neighborhoods. The goal is to avoid more than ten acres of contiguous land having a two-family component. This component should include or be located within six hundred feet of parkland or other recreational open space. To avoid street congestion due to additional on-street parking, access to lots shall be provided by a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless lots average at least one hundred feet in width or unless garage access is from an alley. 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.

GC – GENERAL COMMERCIAL:

Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.
Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT

TYPE 2:

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

Intent:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is intended to be utilized with LO, LC, GC, HC, and HI use components when adjacent to residential districts and additional compatibility standards are warranted.

(5) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

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

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.

(2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.

(3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.

(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.

(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.

(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN:

Applicable <u>Comprehensive Plan</u> goal statements

- Maintain and/or improve affordability and diversity in the housing market.
- Provide new Commercial development opportunity;

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.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on 11/02/2020. The following changes were made to the project since the development meeting was held:

- Originally proposed Single-Family Townhouse development with no commercial.

The following ordinance changes occurred following the development meeting which may have impacted this project.

- 2020 Leander Comprehensive Plan adopted 04/01/2021
- 20-084-00 of the Composite Zoning Ordinance was amended on 11/19/2020 to include requirements for PUD districts intending to develop residential condo regime.

NOTIFICATION

07/21/2022 - Public Notice on Hill Country News
07/27/2022 - Mail Notification to Property Owners within 200’
07/27/2022 - Public Hearing Signage Posted on Property
08/11/2022 - Planning and Zoning Commission Public Hearing
09/01/2022 - City Council Public Hearing & First Reading of the Ordinance
09/15/2022 - 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 meeting was scheduled for 02/16/2022, no residents/property owners attended the neighborhood meeting (see attachment 9 for more detail). Below is a list of comments/concerns that were discussed during the meeting:

- No issues noted.

The following changes were made to address issues discussed.

- No changes noted.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

The Comprehensive Plan Future Land Use map designates this area as both Multi-Use Corridor and Priority Neighborhood Center. The Multi-Use Corridor identifies Two-Family zoning as a compatible use when the residential use does not exceed forty (40%) of the project or area and combined with a commercial use.

The PUD is proposing to phase the development, with Phase 1 to include 2,000 sq. ft. of commercial development. The PUD includes the following prohibited uses for the commercial tract.

(a) Animal boarding
(b) Bar, Nightclub or private club
(c) Equipment sales, repair and service
(d) Farms or truck gardens, limited to the propagation and cultivation of plants.
(e) Funeral Home, including embalming and crematory facilities associated with an onsite funeral home or cemetery.
(f) Manufacturing Housing sales and accessory building sales
(g) Outdoor nursery
(h) Transportation related facilities including commercial parking lots, passenger terminals, taxi cap and mass transit terminals.
(i) New vehicle sales, rental or leasing, repair of new and used vehicles, body shop.
(j) Office Warehouse will be limited to 34% of the General Commercial (GC) area or 3.95 acres. Location will be limited to an area within the western property line to 450 feet easterly at a depth of 383 feet. See Exhibit "C"

This Planned Unit Development includes the following higher standards and is requesting the following waivers.

HIGHER STANDARDS	WAIVERS
Prohibited commercial uses, otherwise permitted under General Commercial zoning.	Proposed GC adjacent to residential and included office warehouse uses.
Phase 1 to include 2,000 sq. ft. of commercial.	
Enhanced landscaping for the residential.	
Increased rear setback for the residential by 5'.	Reduced front setback for the residential by 2'.
Additional parking provided for the residential development.	

CASE: 22-Z-007

ATTACHMENT 2

ENCLAVE AT CRYSTAL FALLS PUD

Current Zoning

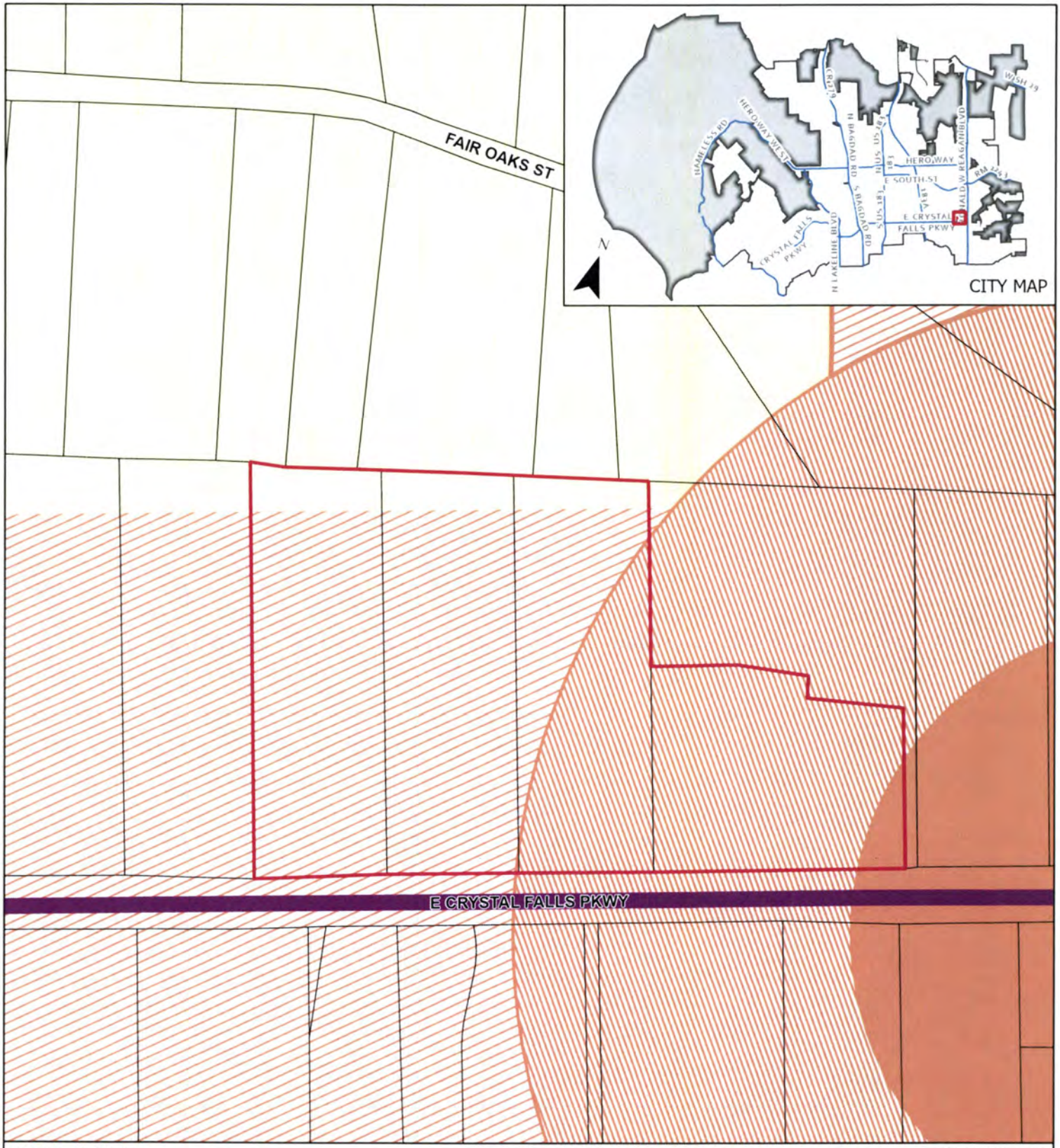
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

- Leander City Limits
- ETJ
- Subject Area
- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- LO - Local Office
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial
- PUD - General Commercial

N

0 100 200

Feet



CASE: 22-Z-007

ATTACHMENT 3

ENCLAVE AT CRYSTAL FALLS 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 herein provided.

N

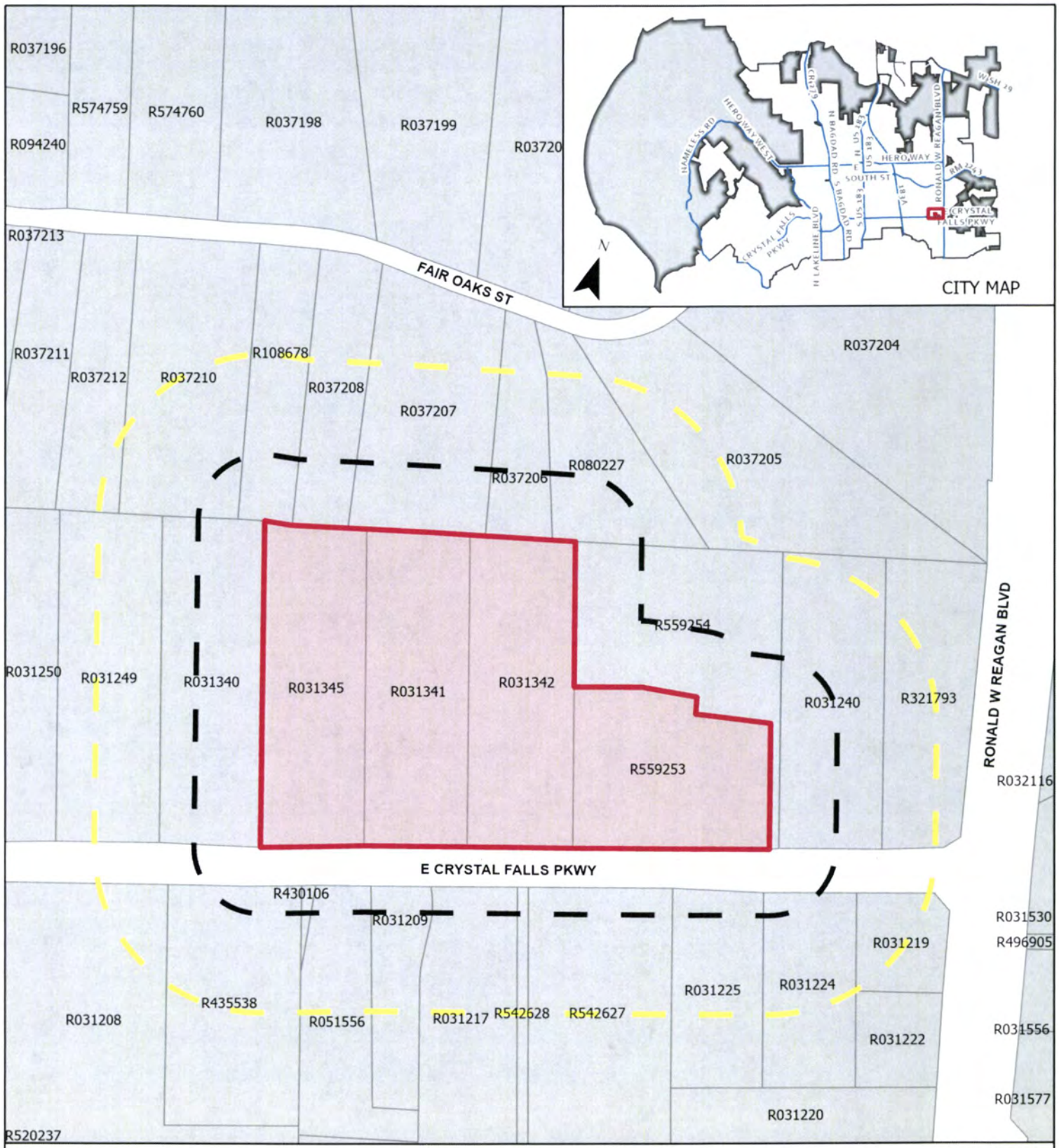
0 115 230

Feet

- Leander City Limits
- Leander ETJ
- Subject Area
- Arterial 4 Lane, Existing

Future Land Use

- Neighborhood Residential
- Neighborhood Center - Solid
- Multi-Use Corridor
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor



CASE: 22-Z-007

ATTACHMENT 4

ENCLAVE AT CRYSTAL FALLS PUD

Public Notification

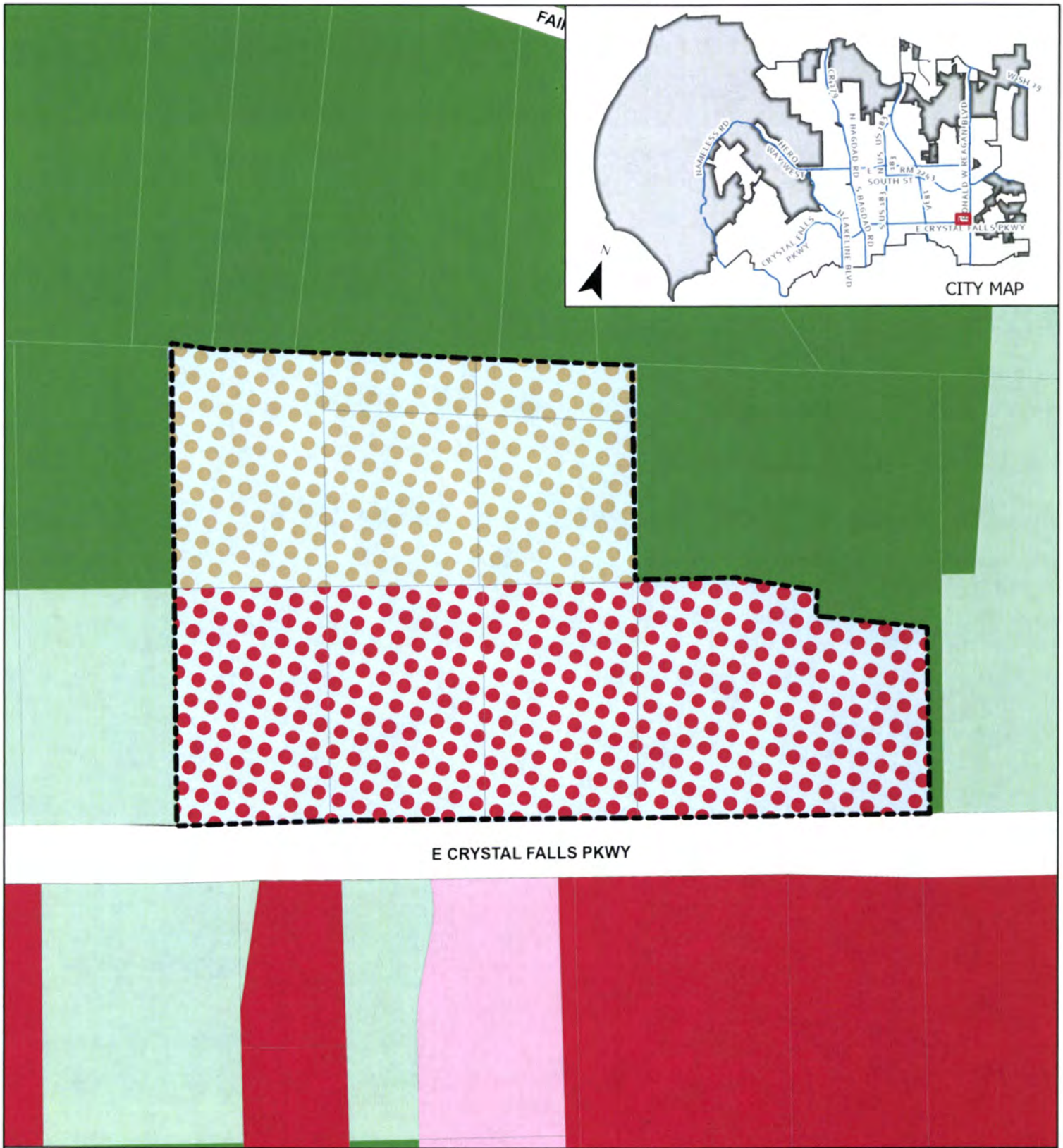
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

N

0 155 310

Feet

- Subject Area
- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ



CASE: 22-Z-007

ATTACHMENT 5

ENCLAVE AT CRYSTAL FALLS PUD

Proposed Zoning

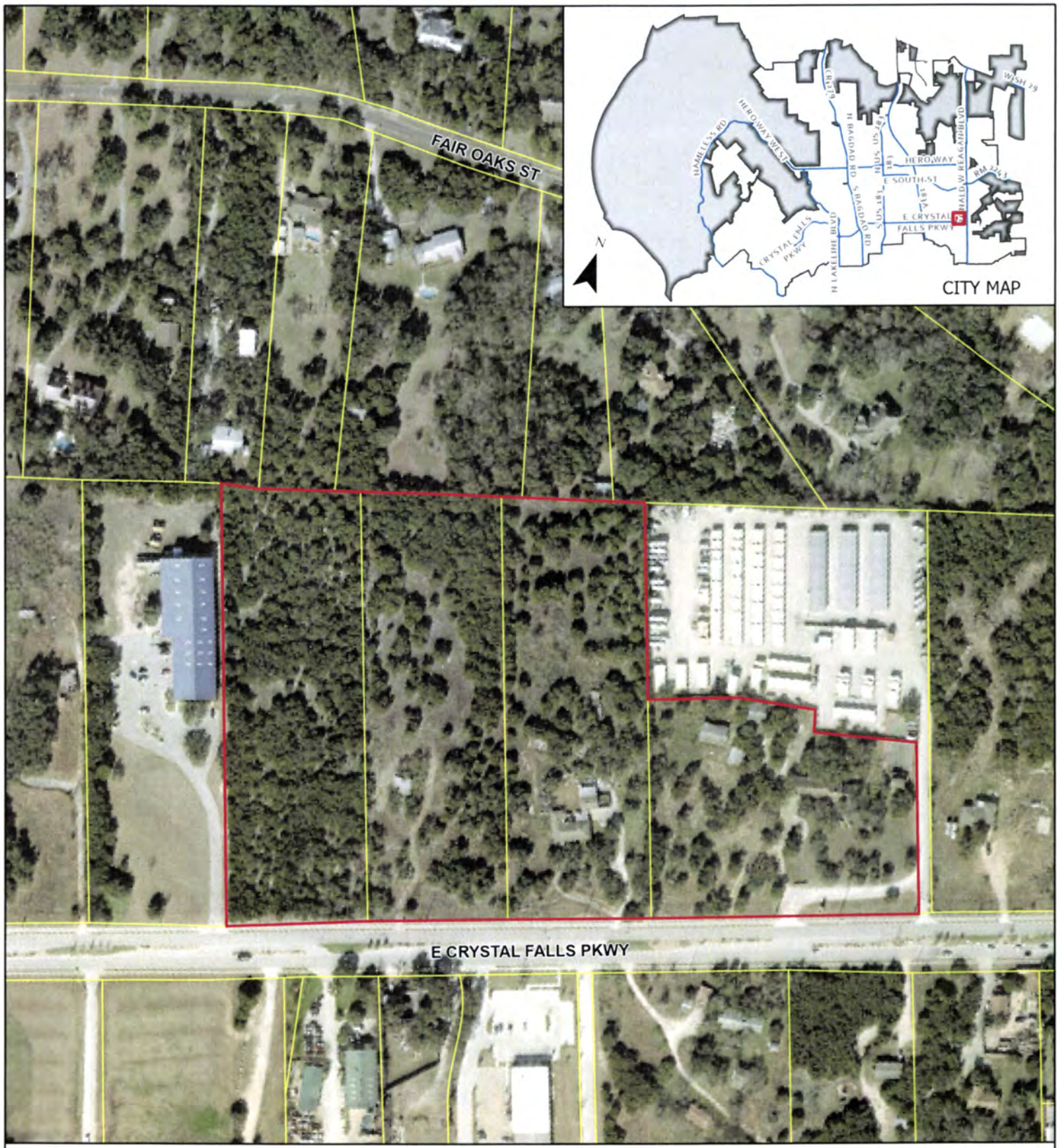
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

- Leander City Limits
- ETJ
- Subject Area
- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- GC - General Commercial
- HC - Heavy Commercial
- PUD - Multi-Family
- PUD - General Commercial

N

0 80 160

Feet



CASE: 22-Z-007

ATTACHMENT #6

ENCLAVE AT CRYSTAL FALLS 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.

Leander City Limits

Leander ETJ

Subject Area

EXHIBIT A

Enclave at Crystal Falls Planned Unit Development

A. <u>Purpose and Intent</u>

1. The Enclave at Crystal Falls PUD is comprised of approximately 19.534 acres, as shown in **<u>Exhibit B.</u>** The development of this property includes both a mixed commercial use center of approximately 11.72 acres and seventy-eight (78) Two-Family residences on the remaining 7.81 acres.

B. <u>Applicability and Base Zoning</u>

1. All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, entitled **<u>Exhibit A</u>**.
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)
   TF-2-A (Two-Family)

C. <u>Conceptual Site Layout & Land Use Plan</u>

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD as **<u>Exhibit C</u>**, 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 vision and design concepts and is not intended to serve as a final document.

D. <u>Allowable / Prohibited Uses</u>

1. The allowable uses shall include general commercial and two-family residential subject to restricted uses in 2 (a) – (j) below.
2. General Commercial (GC) prohibited uses shall include the following;
   - (a) Animal boarding
   - (b) Bar, Nightclub or private club
   - (c) Equipment sales, repair and service
   - (d) Farms or truck gardens, limited to the propagation and cultivation of plants.
   - (e) Funeral Home, including embalming and crematory facilities associated with an onsite funeral home or cemetery.
   - (f) Manufacturing Housing sales and accessory building sales
   - (g) Outdoor nursery
   - (h) Transportation related facilities including commercial parking lots, passenger terminals, taxi cap and mass transit terminals.
   - (i) New vehicle sales, rental or leasing, repair of new and used vehicles, body shop.
   - (j) Office Warehouse will be limited to 34% of the General Commercial (GC) area or 3.95 acres. Location will be limited to an area within the western property line to 450 feet easterly at a depth of 383 feet. See Exhibit "C"

E. <u>Development Standards</u>

1. The residential portion shall comply with the following standards:

Table 1 – Development Standards for Attached Unit Site Plan

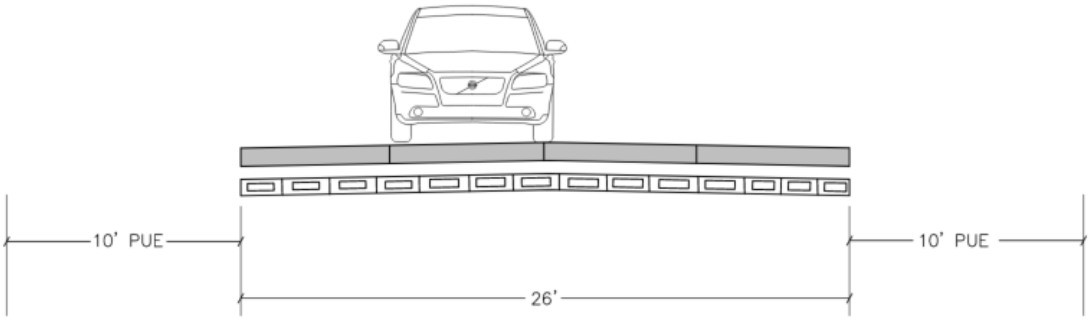
	TF (Two-family)
Front Setback (min from back of curb)	18 ft.
Drive Side Setback (min from back of curb)	10 ft.
Rear Setback (min)	20 ft.
Building Separation (min)	10 ft.*

**Eave overhang is not included in calculations for minimum building separation. A minimum of seven feet clear zone between building roof lines will be provided.*

2. General Commercial (GC) development setbacks shall comply with Composite Zoning Ordinance.

F. <u>Transportation</u>

1. The Enclave at Crystal Falls community will incorporate the following driveway standards:
   a. This project shall utilize private drives instead of public roadways. The pavement width shall be a minimum of 26 feet with 10-foot wide Public Utility Easements (PUE) adjacent to each side of the private drive. The drives will have a 23-foot-wide pavement with 18-inch ribbon curbs, or a 23-foot-wide pavement with 24-inch curb and gutter (which includes mountable curb or stand-up curb). Drives shall constitute streets regarding this application of the ordinance.



   b. The access drive alignment, building pads and on-site parking along the drives may vary to minimize disturbance to significant trees and natural topographic features.
   c. Drive lighting is required at the intersections between the drives and public streets. Drive lighting is optional within the interior of the project.
   d. Sidewalks are required throughout the interior of the project and connecting to East Crystal Falls Pkwy. These sidewalks shall be a minimum of four (4') feet

wide and constructed of concrete.

G. <u>Architectural Standards & Parking Requirements</u>

1. All residential product within this project shall comply with the applicable standards of the Type A Architectural Components and the Architectural Standards for single-family districts, as listed in Article VII and Article VIII of the Composite Zoning Ordinance, unless modified herein.
   a. No more than two units may be connected in a single building.
   b. All structures are required to be earth tone colors.
   c. Each unit shall have a minimum of nine hundred (900) square feet of living area.
   d. Parking Requirements
      i. Single Car Garage Units: Each single car garage two-family unit shall provide one garage enclosed parking space plus 2 additional off-street parking spaces per unit. (Driveway may be counted toward provision of off-street parking).
      ii. Two Car Garage Units: Each two-car garage two-family unit shall provide a minimum of two garage enclosed parking spaces plus 2 additional off-street parking spaces. (Driveway may be counted toward provision of off-street parking). Guest Parking will be provided at a ratio ten (10%) percent of the required spaces

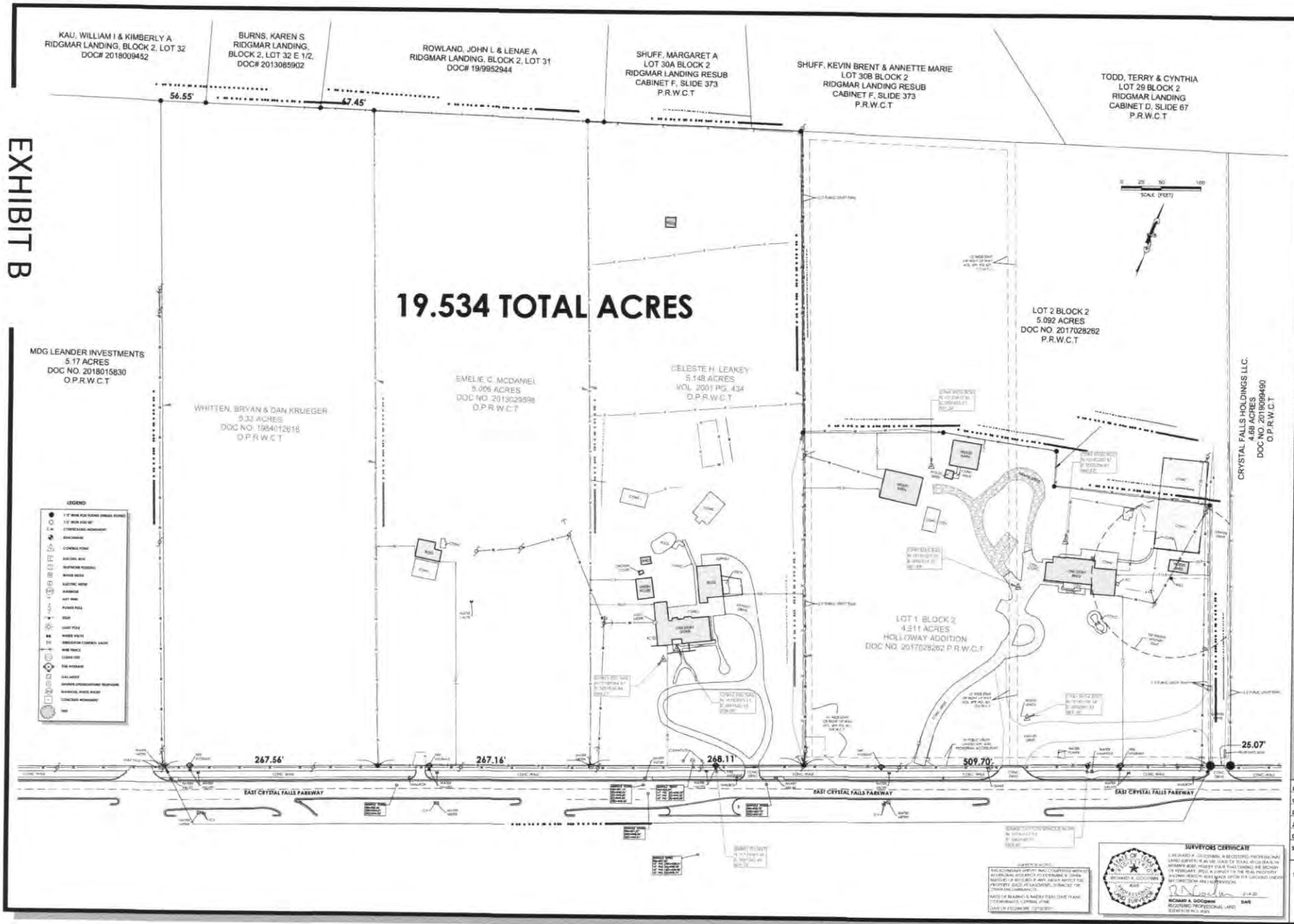
H. <u>Walls, Fencing and Landscaping</u>

1. The Enclave at Crystal Falls development shall utilize wrought iron or decorative tubular metal fencing when interior fencing is proposed.
2. Minimum landscape requirements per unit shall be two (2) two-inch significant trees, five (5) one-gallon shrubs, and five (5) five-gallon shrubs.
3. Williamson County Tract # R559254, a 5.092-acre commercial tract adjacent to this site, will require a six-foot-tall masonry wall to be constructed by this development. The wall will not be required along the access road.

I. <u>Phasing</u>

1. Phase 1 of this project shall include four thousand (4,000) square feet of commercial development. Certificates of occupancy for the residential uses may not be issued until the certificate occupancy for the first phase of the commercial development is issued.

EXHIBIT B



REVISIONS

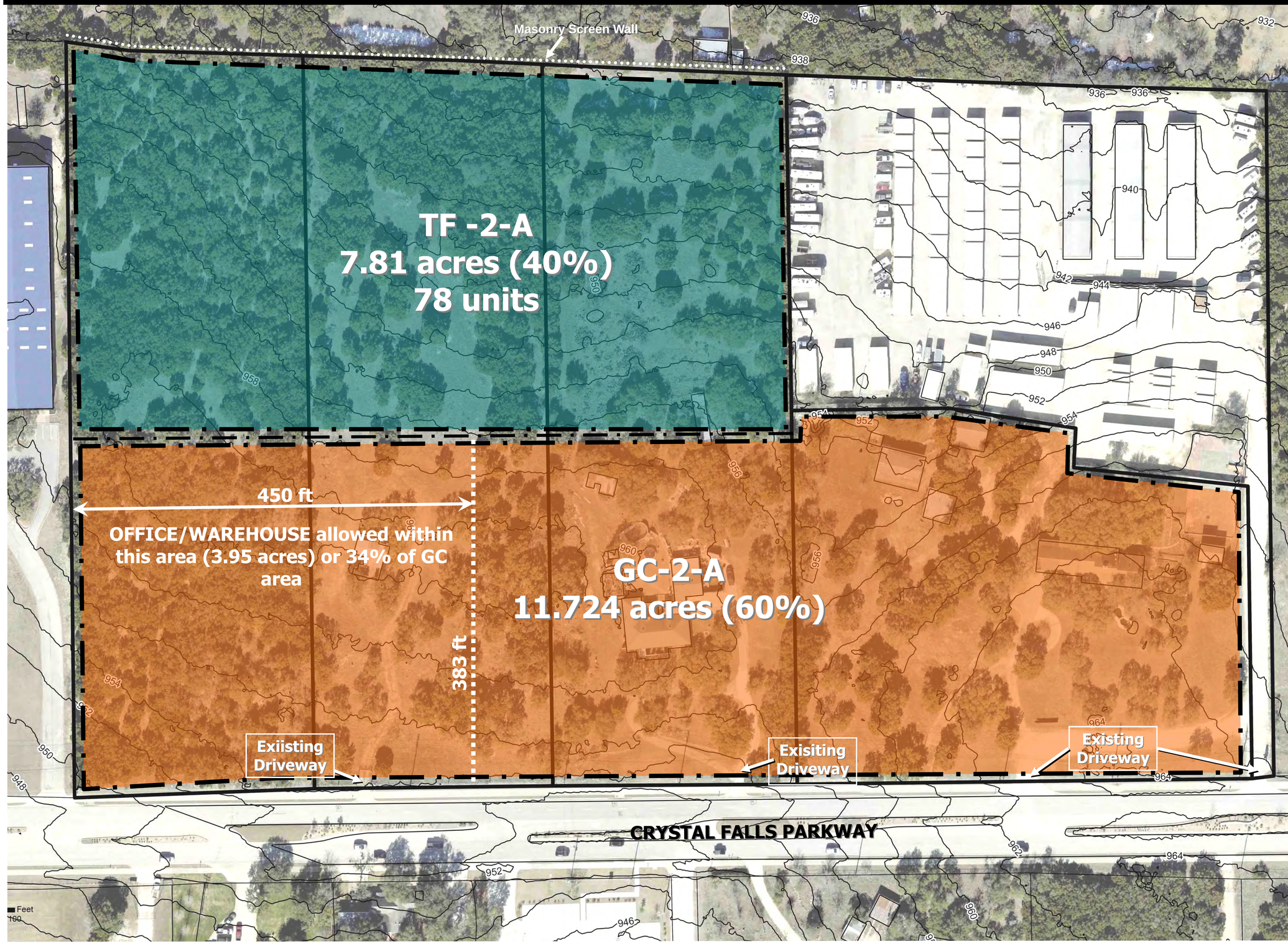
SHERWOOD SURVEYING & S.U.E.
STA FIRM | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
SURVEYING | S.U.E. | GPS | TOPOGRAPHY | ALTA
SPRING BRANCH, TEXAS 78070
PHONE (830) 225-5790 FAX (830) 980-2170

BEING A 19.534 ACRE TRACT OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NUMBER 4, BEING COMPRISED OF THE FOLLOWING: A 5.33 ACRE TRACT OF LAND, CONVEYED TO BRYAN WHITTEN AND DAN KRUEGER, RECORDED IN DOCUMENT NO. 1984012618, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; A 5.006 ACRE TRACT OF LAND CONVEYED TO EMELIE C. MCDANIEL, RECORDED IN DOCUMENT NO. 2013029598 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; A 5.148 ACRE TRACT OF LAND CONVEYED TO CELESTE H. LEAKEY, RECORDED IN VOLUME 2001, PAGE 434, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; A 4.511 ACRE TRACT KNOWN AS LOT 1, BLOCK 2, HOLLOWAY ADDITION, RECORDED IN DOCUMENT NO. 2017028262 PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

DESIGNED BY: -
CHECKED BY: R. GOODWIN
DRAWN BY: J. FITZGIBBONS
JOB: 21VA002
DATE: 2-14-22
SCALE: 1"=50'

SHEET: 1 OF 1

The Enclave at Crystal Falls - PUD Concept Plan - Exhibit "C"



The Enclave at Crystal Falls
PUD

Land Use Summary

TF-2-A Duplex Residential
7.81 acres (40%)
78 units

GC-2-A
General Commercial
11.724 acres (60%)

Total Site
19.543 acres

OWNER: RCG Enclave at Crystal Falls, LLC
11770 Jollyville Road
Austin, Texas 78759

REALTOR: David Cavalier
Cavalier Real Estate
7000 N Mopac
Austin, Texas

ENGINEER: Vickery and Associates
Eddie Bogard, P.E.
3600 W Parmer Lane, Suite 175
Austin, Texas 78727

PLANNER: SUNRhea DESIGN, LLC
400 W Broade Way
Leander, Texas 78641

SCALE 1"=50'

0 25 50 100

JUNE 2022

This Exhibit has not been reviewed for compliance with the Composite Zoning Ordinance or Subdivision Ordinance

SUNRhea
DESIGN, LLC

To: City of Leander Planning Department

From: Jim Bechtol

Subject: The Enclave at Crystal Falls Minor PUD

PUD Intent Statement

The Enclave at Crystal Falls is a 19.534 acre tract located in the 10900 Block of Crystal Falls Parkway. The property is gently rolling with a mix of tree cover consisting mostly of Cedar with some Live Oaks located throughout. The site is bordered on the north by Ridgemar Landing, the east and west by Interim SFS zoning and on the south by General Commercial and Heavy Commercial Districts.

The current city Land Use Map designates this property mostly as a Multi-Use Corridor with a small portion of the eastern side of the tract touching the Neighborhood Center node.

It is the intent of the Owners to zone the subject property in compliance with the Comprehensive Master Plan with the frontage along Crystal Falls Parkway being Commercial uses and the back portion Two Family Duplex in a PUD District. The mix of Non-Residential and Residential will meet the spirit of the Comprehensive Plan by allocating approximately 60% of the project dedicated to Non- Residential Commercial uses and the remaining 40% as Residential.

The location of the site has approximately 1700 feet of frontage on Crystal Falls Parkway with several median breaks to provide excellent ingress and egress from both the east and the west. The current Conceptual Site Plan as proposed, will allow for approximately 60,000 sq ft of General Office, 20,000 sq ft of Retail, a Bank with drive- through services, 2 sit down Restaurants and 96 Two Family units.

The Enclave at Crystal Falls is designed to meet the goals of the city's Comprehensive Master Plan and to provide a mix of uses compatible with surrounding area. The location provides for excellent access from both Reagan Boulevard and Highway 183 A. Great access and superior site conditions provide ample opportunity for a quality development with a mix of marketable uses within a master planned environment. The PUD will allow for flexibility in land use and development densities to meet the needs of the owner and comply with the city of Leander Comprehensive Plan expectation's.

400 W Broade Way Leander, Texas 78641 512-750-7374

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.

   We sent letters to the property owners within 500' of the 19.5 acres. We sent them on Cavalier Real Estate letterhead. Attached are copies of the letters and the site plan that was also mailed to adjacent property owners. We scheduled a meeting with the neighbors for Wednesday, February 16ht at 3 PM.

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 the contact information used.

   We notified the surrounding property owners via mail.

3. What concerns were raised during these communications?

   No property owners attended the meeting on February 16th. We did receive phone calls from several neighbors asking about the status of the re-zoning application. All neighbors who contacted us were in favor of the re-zoning.

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

   There were no requests for any changes from the neighbors.

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

Signature: DocuSigned by: David Cavalier 56F74599B93B4F4... Date 7/1/2022

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 ENCLAVE AT CRYSTAL FALLS (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF TF-2-A (TWO-FAMILY) 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 19.534 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification numbers R559253, R031342, R031345, and R031341; more particularly described in Instrument Number 2021111621, 2021098674, 2022070420, and 2021106395 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Enclave at Stewart Crossing Falls PUD (Planned Unit Development) with the base zoning district of TF-2-A (Two-Family) 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 1st day of September, 2022.
FINALLY PASSED AND APPROVED on this the 15th day of September, 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 11, 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 Chair Cosgrove.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the August 4, 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-SFP-004 regarding Hero Way Substation Final Plat on one parcel of land approximately 5.01 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032155; generally located south side of Hero Way east of Lakeline Blvd., Leander, Williamson County, Texas.

7. Approval of Minutes.

   Motion made by Commissioner May to approve the consent agenda items 6 and 7, seconded by Commissioner Lantrip.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action regarding Subdivision Case 22-SFP-005 and Variance Case 22-VA-004 to consider the approval of the King Subdivision Short Form Final Plat and associated variances to Article III, Section 45 (b)(10)) and Article IV, Section 61 of the Subdivision Ordinance and Article VI, Section 8 (b)(1) of the Composite Zoning Ordinance on two parcels of land approximately 5.862 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R599426 and R032242; and more commonly known as 1020 and 1030 CR 267, Leander, Williamson County, Texas.

- Discuss and consider action on Subdivision Case 22-SFP-005 and 22-VA-004 as described above.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Ron May to approve the Short Form Plat and Variance with staff conditions.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

9. Conduct a Public Hearing regarding Subdivision Case 21-CP-019 to adopt the Cypress Meadows Concept Plan on one parcel of land approximately 44.1 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R403528; generally located south of Hernandos Loop and west of US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case 21-CP-019 as described above.

Darry L Darnwell, Rosemarie Miller, Edna Staudt, Matt Rifley, Charles Wright, Lyle Johnson, Shawn Hrabal, Ed Kelly, Susan Manry, Nancy Guelker, Jennifer Hrabal, Cordelia Lovelady, Aleksy Keaton spoke against.

Peter Jelito, Joe Gillum, Annette Sponseller had concerns.

Matt Rifley spoke in favor but had concerns.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Ron May to approve the concept plan.

AYE: Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

NAY: Commissioner Deirdre Moss

5 - 1 Passed

10. Conduct a Public Hearing and consider action 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) on four 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 10949, 10959, 10965, and 10981 E. Crystal Falls Pkwy, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-007 as described above.

Karen Burns was for but had concerns.
Lenae Rowland was for but had concerns. Their comments were read into the record.

Motion made by Commissioner Rick Carpenter, seconded by Commissioner Laura Lantrip to approve the zoning request with the condition that the first phase shall include 4,000 square feet of commercial instead of 2,000 square feet.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

11. Conduct a Public Hearing regarding Zoning Case 22-Z-016 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Sauterne Center PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) and TF-2-A (Two-Family) on three parcels of land approximately 5.954 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 353977 and Williamson County Central Appraisal District Parcel R514310 and R514309; and generally located to the southwest of the intersection of Sauterne Drive and N Lakeline Blvd on the west side of N Lakeline Blvd, Leander, Williamson and Travis Counties, Texas.
    - Discuss and consider action regarding Zoning Case 22-Z-016 as described above.

Motion made by Commissioner Gary Hampton, Jr., seconded by Commissioner Rick Carpenter to approve with the condition that the density is reduced to 10 units per acre.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr.

NAY: Commissioner Ron May, Vice Chair Donnie Mahan

4 - 2 Passed

REGULAR AGENDA

12. Discuss and consider action regarding Zoning Case 22-Z-020 to amend the Tylerville Tract PUD (Planned Unit Development) by adopting the Sodalis Minor PUD with the base zoning district of LC-2-A (Local Commercial) on one parcel of land approximately 4.995 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R539851; and generally located to the northwest of the intersection of W Broade St and W San Gabriel Pkwy, Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner Laura Lantrip to approve the zoning request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

13. Adjournment at 8:47 p.m.

APPROVED:

_____
CHAIRMAN COSGROVE

ATTEST:

_____
ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY

MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE ENCLAVE AT CRYSTAL FALLS

This Development Agreement Establishing Development Standards for the **Enclave at Crystal Falls** (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 RCG Enclave at Crystal Falls 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 19.534 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 residential and commercial uses (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.

(b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.

(c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

(a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

(a) **Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least 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 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:
RCG Enclave at Crystal Falls LLC
Attn: Lynn Yuan, Manager
11770 Jollyville Rd
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: LIN LYNN YUAN
Title:

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 19th day of May, 2022, by Lin Lynn Yuan, manager of Developer, a Texas company, on behalf of said company.

(SEAL) _____
Notary Public, State of Texas

Hongbing R Wang
My Commission Expires
02/05/2025
ID No 132914168

EXHIBIT "A"

Description of Property

AGENDA ITEM # 29

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

The Composite Zoning Ordinance allows for the administrative approval of minor setback encroachments. One condition of the approval is that all side setbacks are a minimum of five (5') feet to ensure that all buildings are a minimum of ten (10') feet apart. In this case, the applicant is requesting to reduce the side setback by approximately one (1') foot resulting in a setback that is less than five (5') feet. The adjacent lot is still owned by Pulte Homes and they are comfortable increasing the setback back on the undeveloped lot to allow this change. The purpose of this agreement is to ensure that the minimum ten (10') foot separation is followed. The future development would have a minimum of a six (6') foot setback from the property line.

PRESENTER:

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

---

Attachments

1. Agreement
2. Location Map
3. Lot Layout Exhibit

September 15, 2022

Vinoth Selvan
Divya Anantharaman
3325 Karan Swiss Dr
Leander, Texas 78641

PulteGroup
Attn: _____
9401 Amberglen Blvd, Bldg I, STE 150
Austin, Texas 78729

RE: Letter Agreement – Lot 9, Block K, Bluffview Phase 2 (3321 Karan Swiss Drive) ("Lot 9") and Lot 8, Block K, Bluffview Phase 2 (3325 Karan Swiss Drive) ("Lot 8"), Leander, Williamson County, Texas, being more particularly described in the instrument recorded in 2021184305 of the Official Public Records of Williamson County, Texas

Dear Sirs and Madam:

This Letter Agreement ("Agreement") is entered into by and among the **City of Leander, Texas,** a home rule municipal corporation (the "City"), Vinoth Selvan and Divya Anantharaman, who are under contract to purchase Lot 8 (the "Owners"), and PulteGroup, a _____, owner of Lot 9 ("Pulte"), effective of as of September 15, 2022 (the "Effective Date"). The Owners, Pulte, and the City are herein referred to together as the "Parties". Lot 9 and Lot 8 are collectively referred to herein as the "Properties".

The purpose of the Agreement is to address the restrictions on improvements that may be made to Lot 8 due to the encroachment of the home that will be constructed on Lot 9 into the side setback between Lot 8 and Lot 9 so that the distance between the structures to be constructed on Lot 8 and Lot 9 will be ten feet (10'). The Owners agrees that the Owners shall not construct, place or install, or cause the construction, installation, or placement of any permanent structure, including but not limited to an addition to the home to be constructed on Lot 8, within the side setback of Lot 8 that is located adjacent to Lot 9. Pulte agrees that the home that will be constructed on Lot 9 shall be located a minimum of 10 feet from the home to be constructed on Lot 8. The Owners and Pulte acknowledge and agree that the City may reject building permits and disapprove certificate of occupancy for structures that do not comply with this Agreement, as well as exercise any other remedy available under this Agreement.

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 any other remedy available in law or in equity. 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.

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. In the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

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.

This Agreement is binding on the Parties' respective successors and assigns and future owners of the Properties, and this Agreement shall constitute a covenant running with the Properties.

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 in the signature block below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement embodies the entire agreement among the Parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed collectively by each of the Parties hereto. The laws of the State of Texas shall govern the rights and duties of the Parties hereto and the validity, construction, enforcement and interpretation hereof; and the Parties hereto hereby irrevocably agree that in the event of any dispute involving

this Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Williamson County, Texas.

IN WITNESS WHEREOF, we have caused this Agreement to be executed by our duly authorized representatives effective as of the _____ day of September, 2022.

CITY:

City of Leander, Texas
a Texas home-rule municipal corporation

Attest:

By:_____
Name: Dara Crabtree
Title: City Secretary

By:_____
Name: Christine DeLisle
Title: Mayor
Mailing Address:

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

OWNERS:

By:_____
Name: _____
Mailing Address:_____
_____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____.

(SEAL)

_____
Notary Public, State of Texas

By:_____
Name: _____
Mailing Address:_____
_____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____.

_____
(SEAL) Notary Public, State of Texas

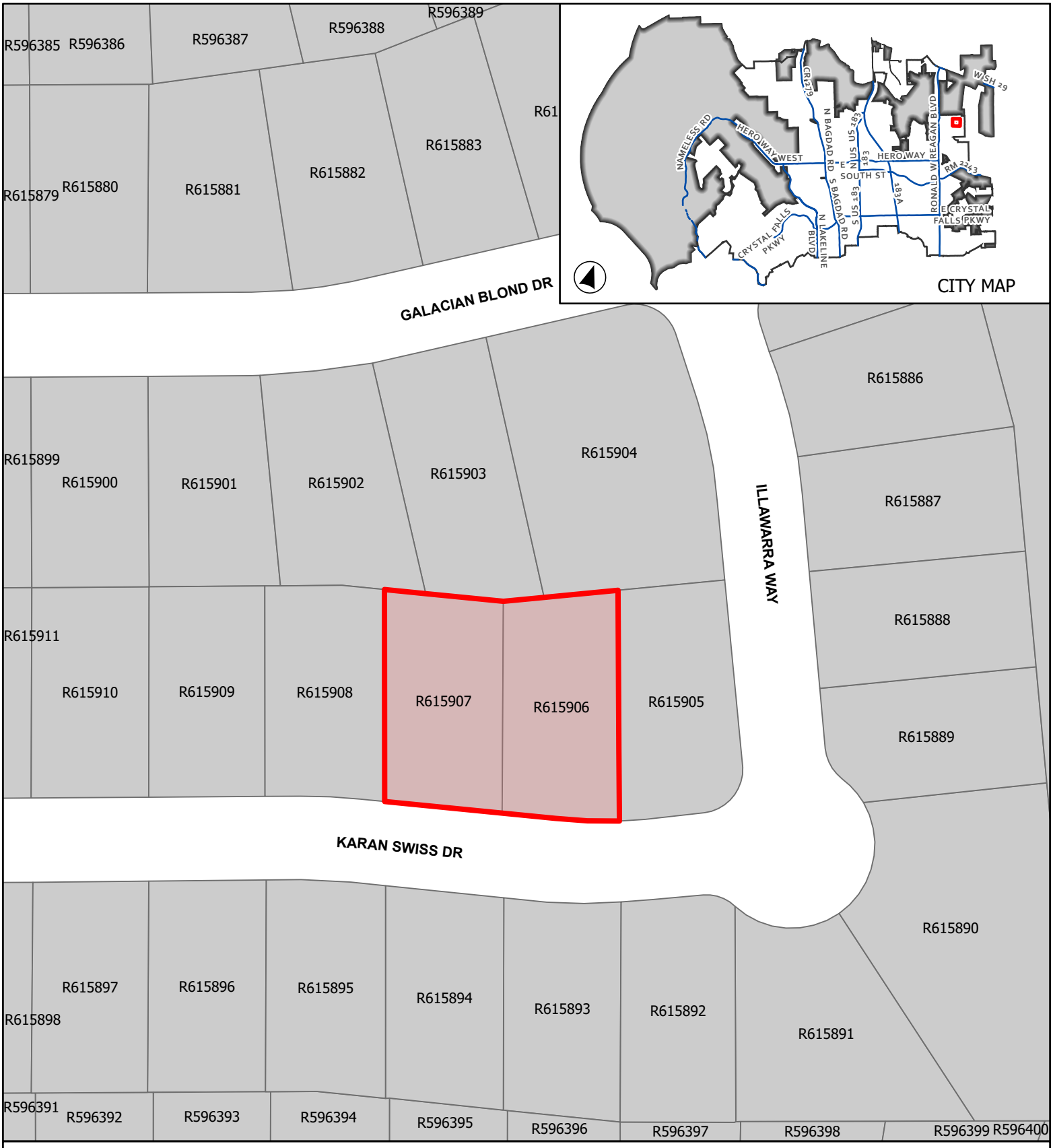
PULTE

By:_____
Name: _____
Title: _____
Mailing Address: _____
_____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, _____ of _____, a _____, on behalf of said corporation.

_____
(SEAL) Notary Public, State of Texas



ATTACHMENT 2

3321 & 3325 KARAN SWISS DR

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 37.5 75

Feet

Leander City Limits

ETJ

Site Location

THE GRADES SHOWN ON THIS PLOT PLAN ARE IN CONFORMITY WITH THOSE SHOWN ON THE MASTER GRADING & DRAINAGE PLAN FOR THIS SUBDIVISION. THE EXISTING GRADES AS SHOWN, REPRESENT ORIGINAL UNDISTURBED SOIL OR BENCHED PER THE MASTER GRADING PLAN.

EXACT FLATWORK LOCATION, NUMBER OF STEPS AND EXPOSURES INDICATED, ARE PROJECTED ESTIMATES AND MAY BE ALTERED WITHOUT NOTICE. THIS LOT PLOT IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REPRESENT THE ACTUAL SURVEY OF THE HOUSE ON THE LOT AND WAS PREPARED FROM RECORDED DATA.

NOTE: PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS, RESTRICTIONS, AND BUILDING LINES NOT SHOWN ON THE FINAL RECORDED PLAT

INNERWALK CONSTRUCTION

LOCATE INNERWALKS 2' FROM THE FRONT-MOST PORTION OF THE ACTUAL FOUNDATION AND INTERSECT THE DRIVEWAY AT A 90 DEGREE ANGLE. INNERWALKS ARE TO INTERSECT THE FRONT PORCH AT A 90 DEGREE ANGLE AT A LOCATION CENTERED WITH THE FRONT DOOR UNLESS OTHERWISE NOTED. PLANTING AREAS BETWEEN THE INNERWALK AND THE FOUNDATION THAT ARE LESS THAN 1 FOOT ARE TO BE FILLED WITH CONCRETE AS PART OF THE SIDEWALK.

GRADING INFORMATION

ELEVATIONS AND DRAIN DIRECTION ARROWS SHOWN ON THIS PLOT PLAN REFLECT THE ENGINEERED AREA GRADING PLAN FOR THIS NEIGHBORHOOD DEVELOPMENT. PLEASE REFER TO THE COMPLETE AREA GRADING PLAN FOR DETAILED DRAINAGE INFORMATION ON ADJACENT LOTS.

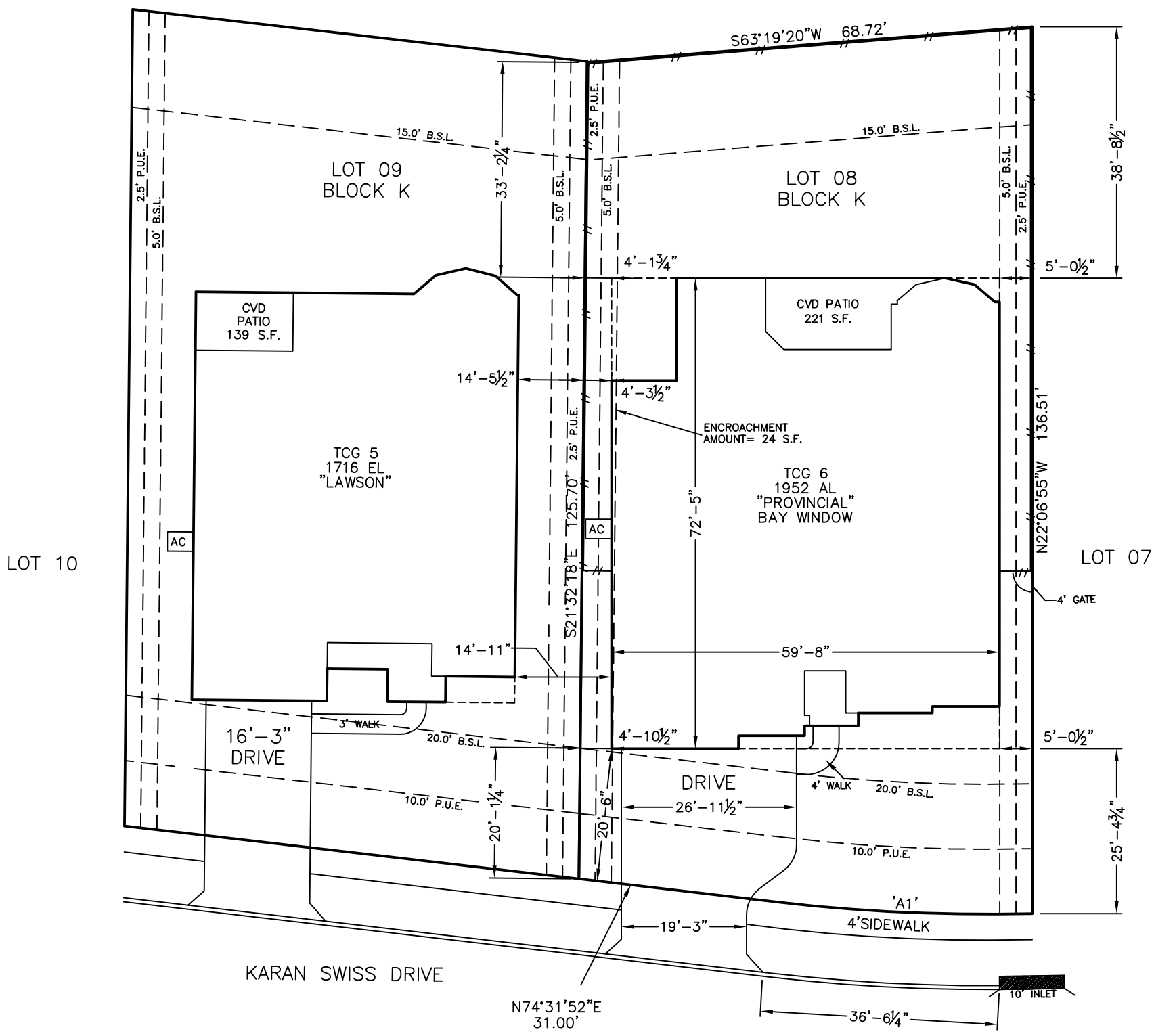
SCALE: 1 = 20'

LEGEND

- WOOD FENCE
- WIRE FENCE
- CHAIN LINK FENCE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINE
- IRF IRON ROD FOUND
- CGS COTTON GIN SPINDLE
- NF PROPERTY MARKER NOT FOUND
- POWER POLE
- OVERHEAD ELEC. LINE
- DOWN GUY
- FIRE HYDRANT
- W WW WATER/WASTEWATER
- SL STREET LIGHT
- 488.35 AGP ELEVATION
- DRAINAGE DIRECTION ARROW
- E ELECTRIC RISER
- TRAN TRANSFORMER
- TV TELEVISION RISER
- PH TELEPHONE RISER
- GAS GAS RISER

ARC TABLE

ARC	LEN.	RAD.	CHRD. BRG.
'A1'	39.05'	275.00'	N70°27'48"E



SOD	SQ.YDS.
Front	167
Back	303
Left	27
Right	35
TOTAL SOD:	532

STANDARD FLATWORK-TX

5521 PATIO	CVD	SQFT.
5521 DRIVE	595	SQFT.
5521 APPROACH	220	SQFT.
5521 FRONT WALK	35	SQFT.
5521 CITY WALK	202	SQFT.

OPTIONAL FLATWORK-TX

5581 PATIO		SQFT.
5581 DRIVE		SQFT.
5581 APPROACH		SQFT.
5581 FRONT WALK		SQFT.
5581		SQFT.

CORNER HEIGHTS

LEFT FRONT	
RIGHT FRONT	
RIGHT REAR	
LEFT REAR	
TOTAL INCHES	
FOUNDATION AVERAGE	
GARAGE DROP	
PERCENT MASONRY	100%
FOUNDATION ENGINEER:	

LOT COVERAGE

LOT AREA	9124.86	SQFT
MAX COVERAGE		SQFT
FOUNDATION	3971.0	SQFT
FOUNDATION %		
LIVING-1ST FLR	3008.0	SQFT
GARAGE	694.0	SQFT
PORCH	58.0	SQFT
COVERED PATIO	211.0	SQFT
CONCRETE PATIO	CVD	SQFT
INNERWALK	35.0	SQFT
DRIVEWAY	595.0	SQFT
TOTAL LOT COVERAGE	4601.0	SQFT
% OF LOT	50.4	%
BALANCE-LOT COVERAGE		SQFT

FENCE LENGTH: 241'

CUSTOMER: SELVAN

Pulte Homes
CENTRAL TEXAS DIVISION
9401 AMBERGLEN BLVD., BLDG I, SUITE 150
AUSTIN, TEXAS 78729
PH 512/795-0170 FAX 512/532-3304

ADDRESS	SUBDIVSION	BLOCK	LOT	DATE	
3325 KARAN SWISS DRIVE	BLUFFVIEW PHASE 2	K	8	3/24/2022	RSB
JOB NUMBER	PLAN				
7086-11008	TCG 6 1952 AL				

AGENDA ITEM # 30

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

The City Council approved a special use permit for the Leander Trucking Food Truck Park and the site development permit has been issued. An ADA restroom is required for the development. Due to supply chain issues, the ADA restroom will not be available when the developer is planning to open their business. The purpose of this agreement is to allow for the developer to use a port-a-potty until the new restroom is available.

HISTORY/TIMELINE:

03/17/2022 – Approval of Special Use Permit
07/13/2022 – Site Development Permit Issued

APPLICANT/AGENT:

Funk Breaux, LLC

PRESENTER:

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

---

Attachments

1. Letter Agreement
2. Location Exhibit

City of Leander

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

September 15, 2022

Funk Breauxs, LLC
660 S. Bagdad Road
Suite 420
Leander, TX 78641

RE: Letter Agreement for the Leander Trucking Company, being located on Lot 13, Blk 6 High Chaparral Sec 1 Subdivision, Leander, Williamson County, Texas, being more particularly described in 2021181025 recorded in the Official Public Records of Williamson County, Texas (the "Property")

Dear Wade & Jack Funk,

This Letter Agreement ("Agreement") is entered into between the **City of Leander, Texas,** a home rule municipal corporation (the "City") and **Funk Breauxs, LLC**, a Texas company (the "Owner"), owner of the Property, effective as of September 15, 2022 (the "Effective Date"). The Owner and the City are herein referred to together as the "Parties". A special use permit issued under Ordinance No. 22-027-00, authorizes the use of the Property for operation of a food truck park. After the permitting process, it was determined that restrooms (the "Restrooms") that comply with the Americans With Disabilities Act of 1990, as amended, and all rules and regulations issued under said law (the "ADA") are required to be be placed on the Property. Due to supply chain issues, the Owner has requested that the Owner have until September 15, 2023, to complete the Restrooms. City ordinances require all improvements to be completed before a certificate of completion ("COC") and certificate of occupancy ("COC") are issued for a property. The Parties desire to address revision of the approved site development permit (the "SDP") to include the Restrooms and to provide for a COC to be issued prior to completion of the Restrooms upon the terms and conditions provided in this Letter Agreement.

The Owner shall submit to the City an application to revise the SDP on or before September 27, 2022 which includes installation of the Restrooms. The Revision Application shall be processed administratively. Until completion of the Restrooms, the Owner shall maintain on the Property port-a-potties that comply with the ADA, and any other applicable laws and regulations. The Owner shall install the Restrooms in accordance with the approved SDP revision and applicable City ordinances on or before September 15, 2023 and shall remove any port-a-potties by the same date. In the event the Owner fails to complete the Restrooms by September 15, 2023, in addition to any other remedies available to the City in law or equity or under this Letter Agreement, the City

may: 1) revoke the COC for the Property; and 2) withhold issuance of permits for food trucks to operate on the Property.

Owner shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, 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 activities of the Owner under this Agreement or the use of the Property prior to completion of the Restrooms or any and all cost, expense, liability, or obligation that may arise, or be imposed on the City under the ADA due to the City's approval of this Agreement, the City's approval of permits under this Agreement, or Owner's activities on the Property, and further including any acts or negligent omissions of the Owner, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement or activities on the property.

This Agreement shall be recorded in the Williamson County Real Property Records within thirty (30) days of the Effective Date.

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 any other remedy available in law or in equity. As an additional remedy, the City may withhold approval of any development-related applications for the Property if the Owner is not in compliance 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.

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. In the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

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.

This Agreement is binding on the Parties' respective successors and assigns and future owners of the Property, and this Agreement shall constitute a covenant running with the Property.

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 in the signature block below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement embodies the entire agreement among the Parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed collectively by each of the Parties hereto. The laws of the State of Texas shall govern the rights and duties of the Parties hereto and the validity, construction, enforcement and interpretation hereof; and the Parties hereto hereby irrevocably agree that in the event of any dispute involving this Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Williamson County, Texas.

The Owner further agrees to the statutory verifications attached hereto as **Exhibit B** and incorporated herein for all purposes.

IN WITNESS WHEREOF, we have caused this Agreement to be executed by our duly authorized representatives effective as of the _____ day of September, 2022.

CITY:

City of Leander, Texas
a Texas home-rule municipal corporation

Attest:

By:_____
Name: Dara Crabtree
Title: City Secretary

By:_____
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

PROPERTY OWNER:

_____

Name: _____
Funk Breauxs, LLC
660 S. Bagdad Road
Suite 420
Leander, TX 78641

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, _____ _____ a Texas _____, on behalf of said company.

_____
(SEAL) Notary Public, State of Texas

Exhibit A
Property Description

The subject property is commonly known as 1500 S Bagdad Road and generally located at the southeast corner of Los Vista and S Bagdad Road. The property is legally described as a portion of Lot 13, Block 6, of the High Chaparral Section 1 Subdivision and is identified as R035579 by the Williamson County Appraisal District.

Exhibit B

(a) 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 Owner represents that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (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.

(b) 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, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

(c) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

(d) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm

accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

ATTACHMENT 2

1500 S BAGDAD RD

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 65 130

Feet

Leander City Limits

ETJ

Site Location

AGENDA ITEM # 31

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

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

This agreement requires that all structures are comprised of at least 100% masonry. Masonry includes stone, brick, stucco, or factory tinted split faced concrete masonry unit.

PRESENTER:

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

---

Attachments

1. Development Agreement
2. Location Exhibit

MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE CRYSTAL FALLS COMMONS OFFICE DEVELOPMENT

This Development Agreement Establishing Development Standards for the **Crystal Falls Commons Office 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 **Polar Lane Group, 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 0.975 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 Professional office space (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 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:
Polar Lane Group, LLC
Ravi Kumar Pulimi
2913 Zoysia Drive
Leander, TX 78641
Williamson County

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

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

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully

severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

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

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

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

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

Section 18. Recordation. This Agreement 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 DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

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

(SEAL)

_____
Notary Public, State of Texas

DEVELOPER:

By: _____ (RAVI K PULIMI)
Name: Polar Lane Group, LLC
Title: Owner

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 30th day of August, 2022, by Ravi Pulimi, owner of Polar lane Group LLC, a Limited Liability company, on behalf of said company.

(SEAL)

Sonia Ortega-Knight
Notary Public, State of Texas

SONIA ORTEGA-KNIGHT
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 10/25/2022
NOTARY ID 12811544-9

EXHIBIT "A"

Description of Property

CASE: 22-SD-018

EXHIBIT A

CRYSTAL FALLS COMMONS OFFICE: MASONRY AGREEMENT

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.

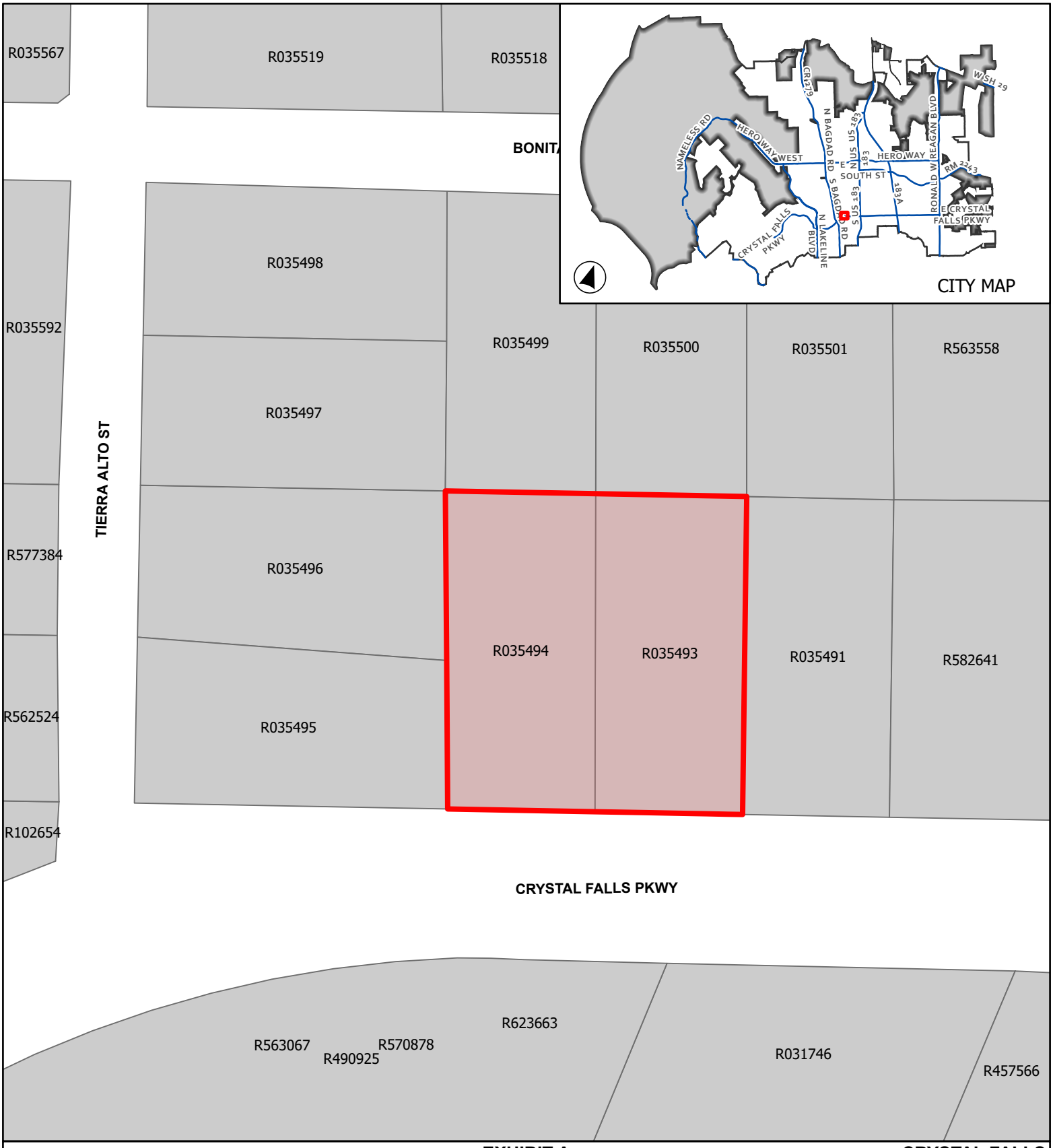
0 40 80

Feet

Leander City Limits

ETJ

Site Location



CASE: 22-DA-025

EXHIBIT A

CRYSTAL FALLS COMMONS OFFICE: MASONRY AGREEMENT

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

AGENDA ITEM # 32

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

Conduct a Public Hearing 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.

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

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

01/16/2013 Annexation
08/25/2022 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Drake Engineering (Brodie Campbell) on behalf of Creek Edge Homes, LLC (Shakeel Badarpura)

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval of this request during the August 25, 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

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 <u>Comprehensive Plan</u> goal statements

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

Applicable <u>Future Land Use</u> 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

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

- Leander City Limits
- ETJ
- 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

0 112.5 225
Feet

CASE: 22-Z-002 | **ATTACHMENT 3** | **CREEKS EDGE PUD**

Future Land Use Map

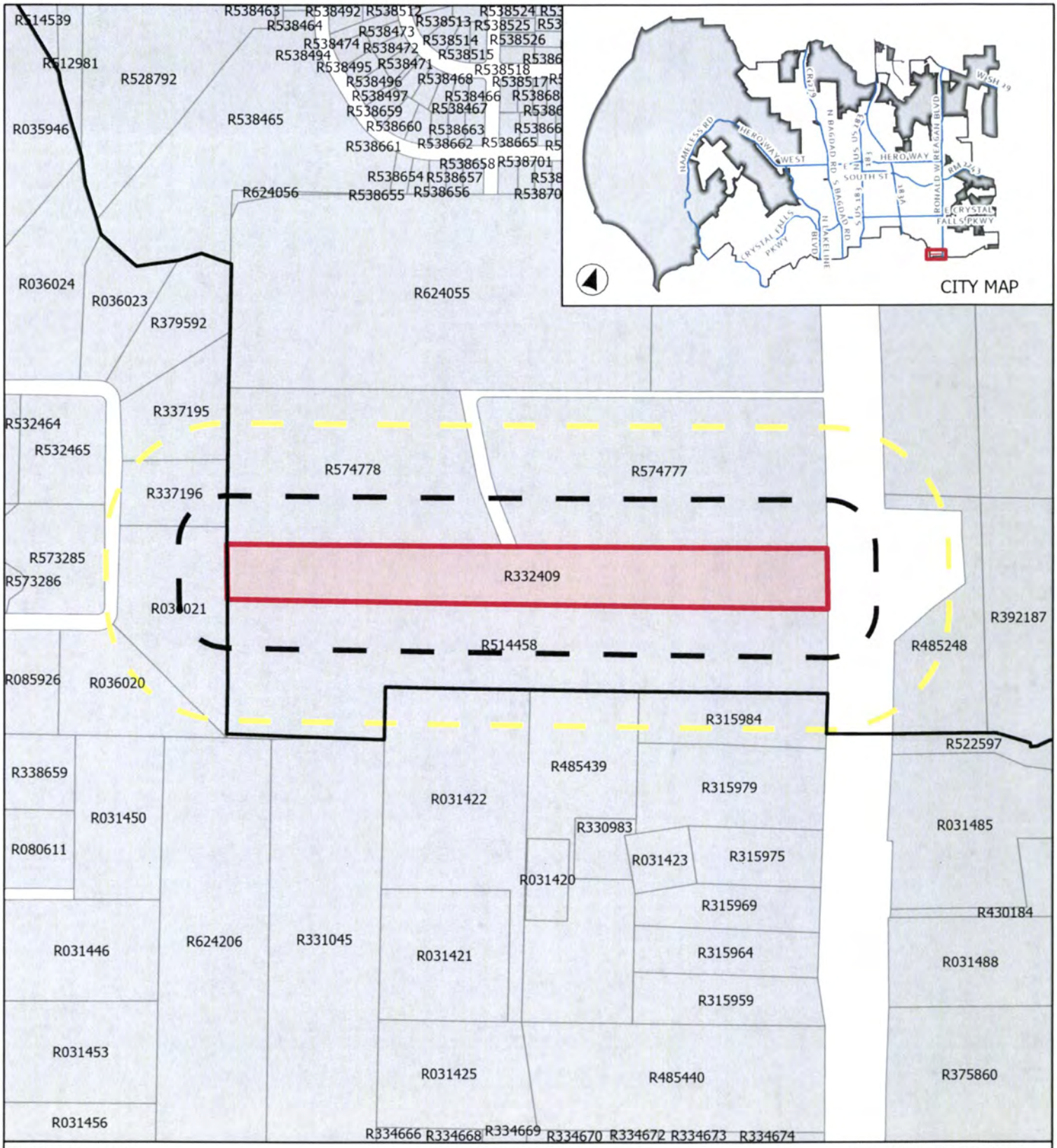
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

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.

0 215 430
Feet

- Subject Area
- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ

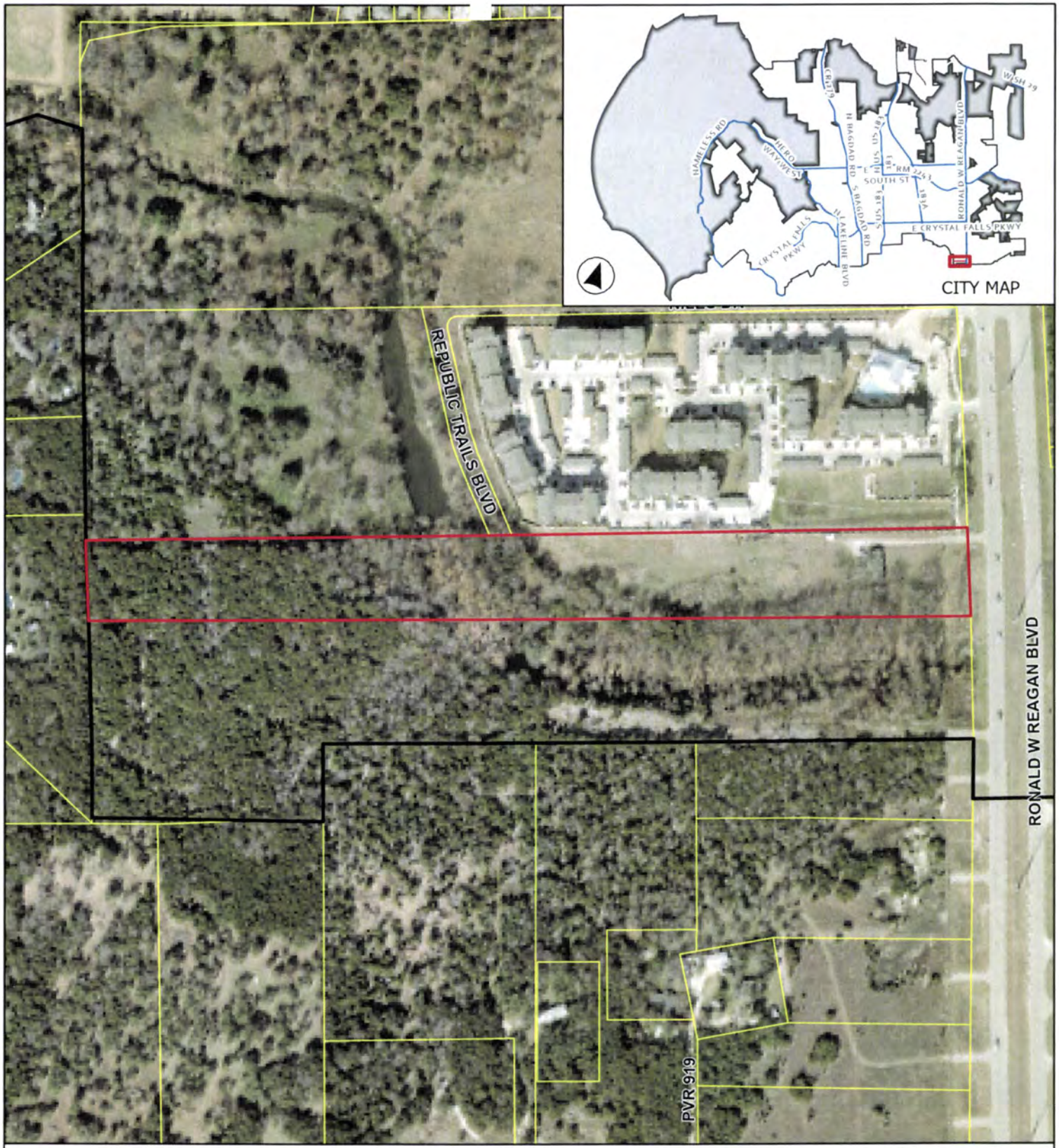
CASE: 22-Z-002 **ATTACHMENT 5** **CREEKS EDGE PUD**

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. <u>Purpose and Intent</u>

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 **<u>Exhibit "B"</u>**. 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. <u>Applicability and Base Zoning</u>

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 **<u>Exhibit "A"</u>**.
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. <u>Conceptual Site Layout & Land Use Plan</u>

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **<u>Exhibit "C"</u>**, 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. <u>Allowable / Prohibited Uses</u>

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 **<u>Exhibit "D"</u>**.
4. The minimum square footage for the local office development site shall be 9,500 sf.

E. <u>Development Standards</u>

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 **<u>Exhibit "C"</u>**.

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.

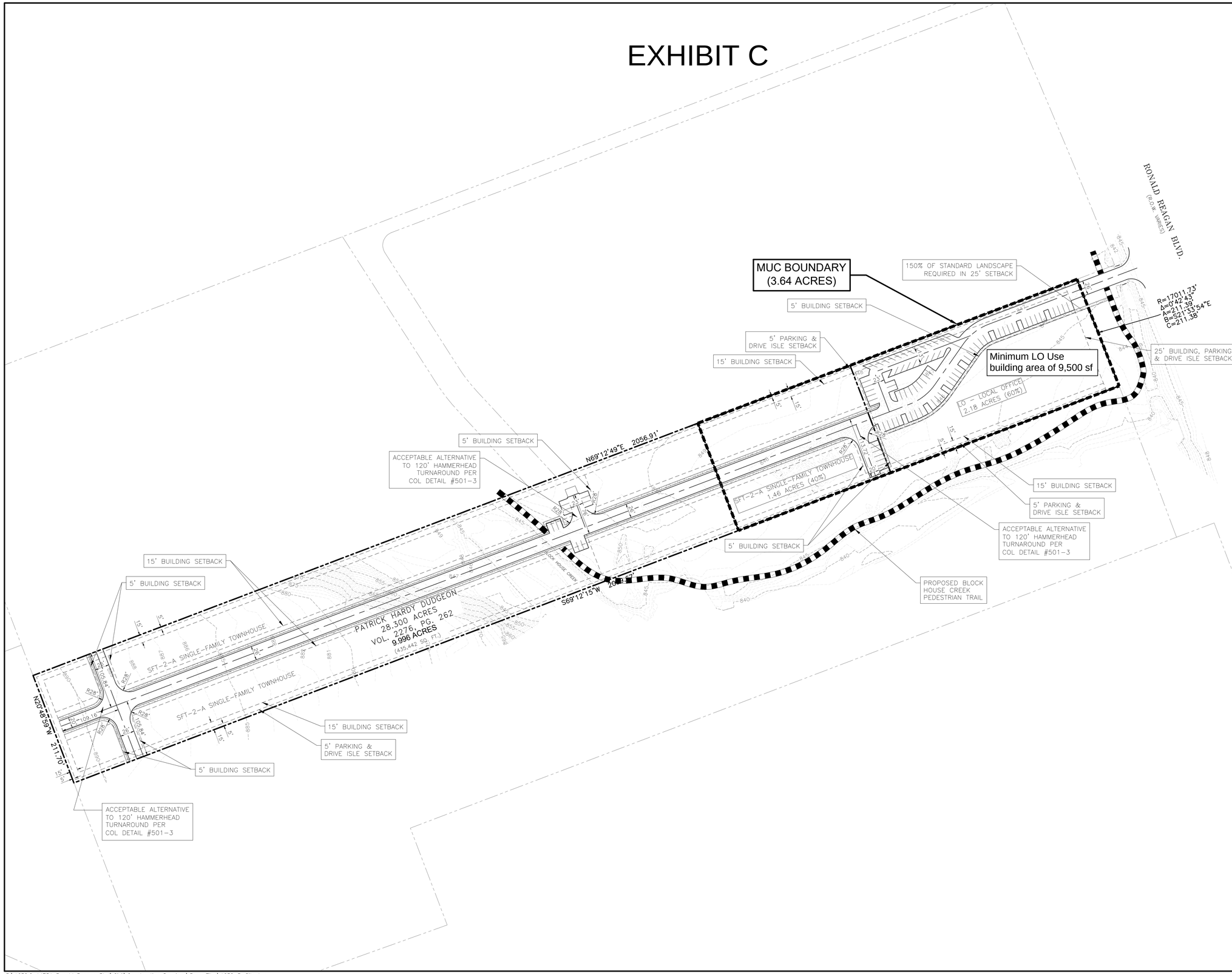
F. <u>Architectural Standards</u>

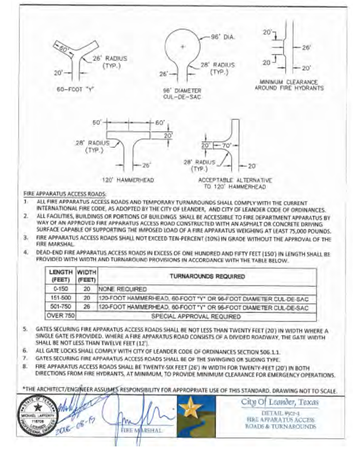
1. All residential product shall be designed with the Type A Architectural Component, unless otherwise amended by this section.
2. Buildings shall be constructed to a single-family residential scale. No first-floor building area shall exceed eight thousand (8,000) gross square feet.

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 JAMES HYDE
FIRE MARSHAL

City Of Leander, Texas
DETAIL #501-1
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.
PHONE 512 761 6161
AUSTIN, TX 78723
FAX 512 761 6167
FIRM REG # F12469
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 – 14751 RONALD REAGAN BLVD, LEANDER, TEXAS 78641

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

27001 Montana Creek Crossing Marble Falls, Texas 78654 512-844-1644 Celebrating 37 Years of Service

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

27001 Montana Creek Crossing Marble Falls, Texas 78654 512-844-1644

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

AGENDA ITEM # 33

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

Conduct a Public Hearing 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.

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

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

APPLICANT/AGENT:

CEC, Inc (Michael Theone) on behalf of 675 Kaufman Lp (Joe Williams)

PRESENTER:

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

---

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 mark) 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.

UR

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 mark) 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.

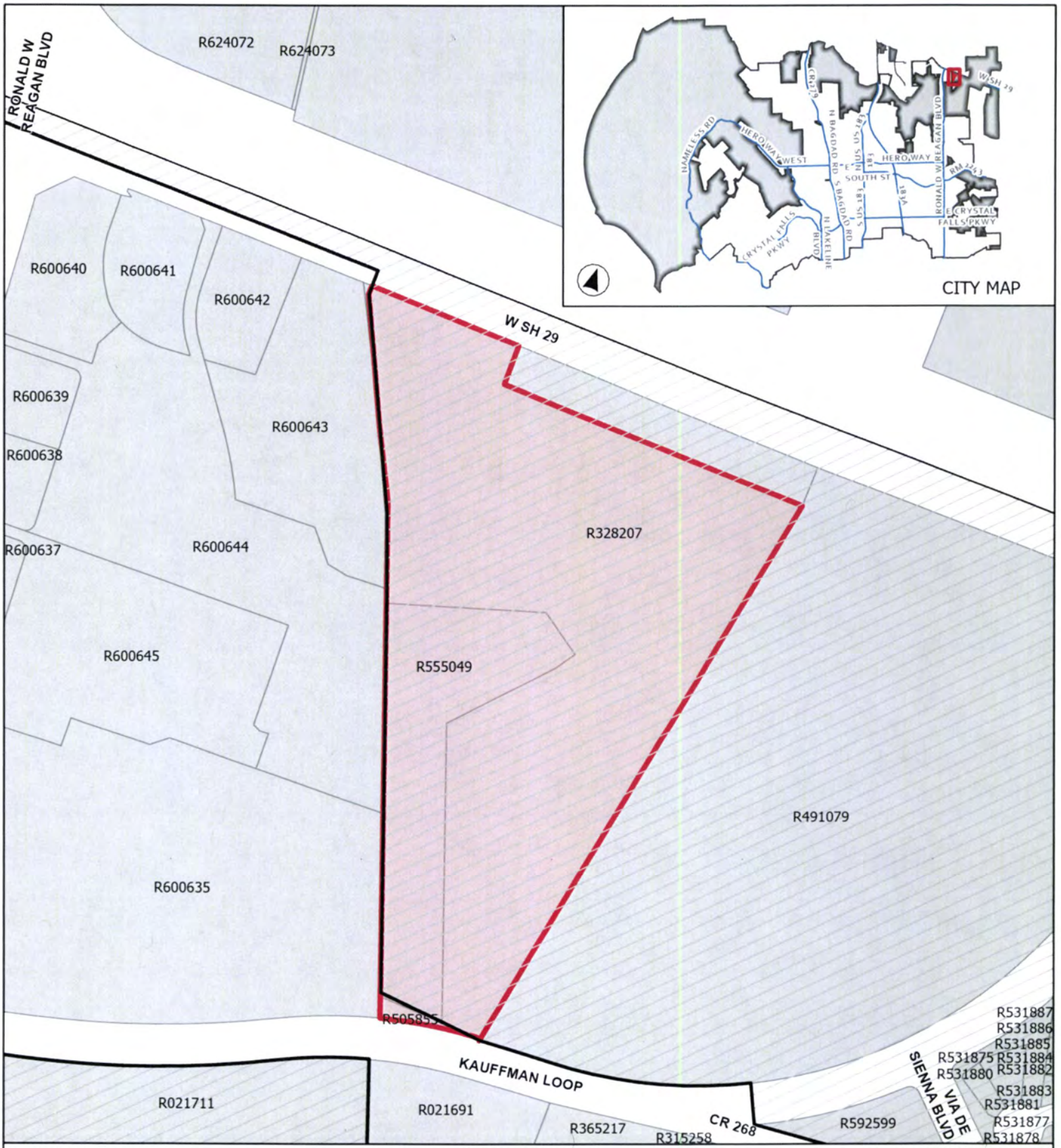
THENCE with the North line of the relocation of County Road 268 that is now known as Kauffman Loop, (C10) 240.51 feet with the arc of a curve to the left having a radius of 1250.0 feet, the chord bears S 81°02'16"W 240.14 feet to an iron pin which was set for the Southwest corner of this parcel. An iron 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.

UR

Unofficial Document



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 # 34

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

Conduct a Public Hearing 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.

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

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

08/18/2022 Annexation resolution approved
08/25/2022 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Civil & Environmental Consultants, Inc on behalf of 675 Kaufman Loop (Joe Williams)

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval of this request during the August 25, 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

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

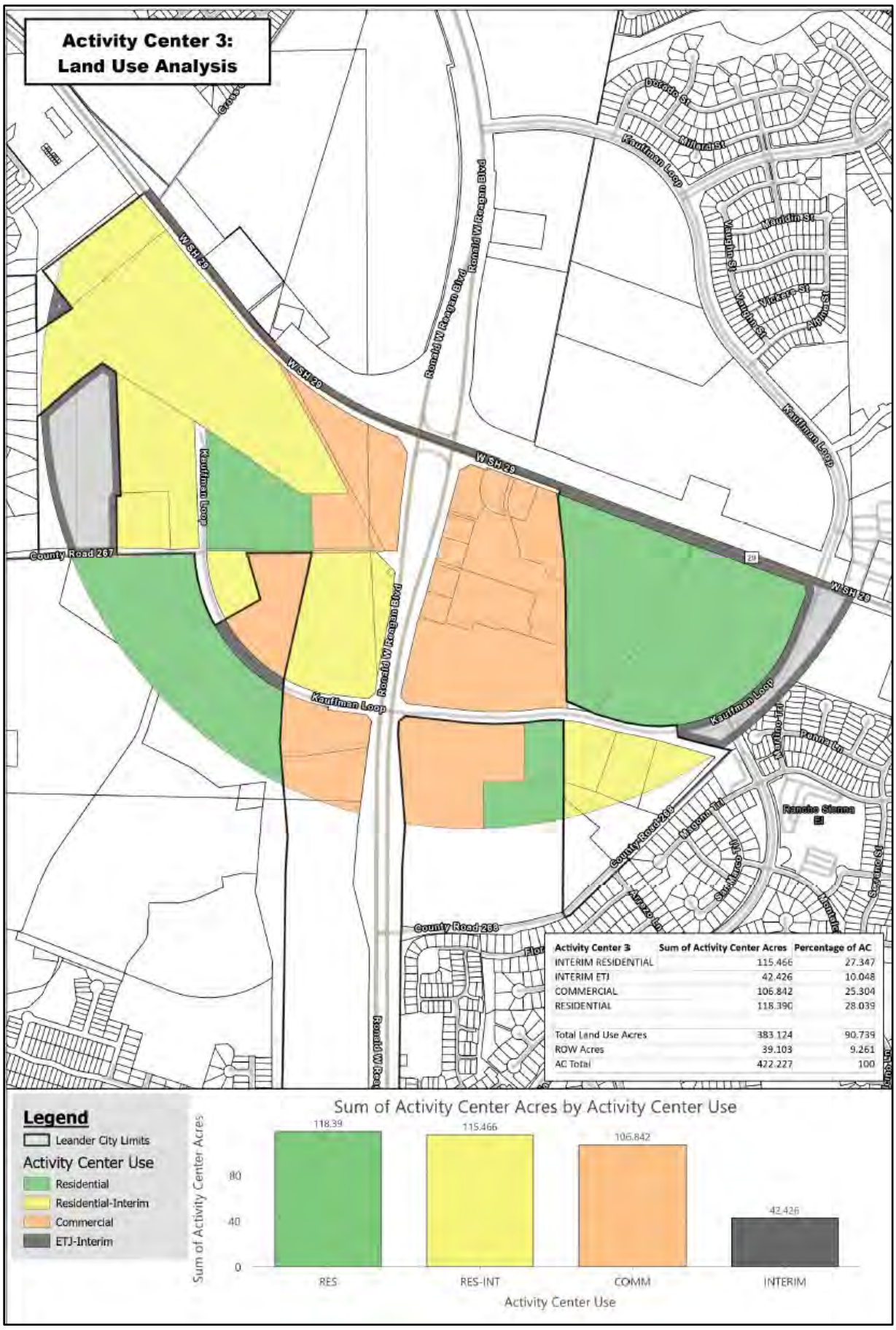
The applicant has submitted a request to change the designated zoning district of their property from Interim Single-Family Rural to a PUD (Planned Unit Development) with single-family townhouse and general commercial as the base zoning districts. This request includes a variety of commercial development 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

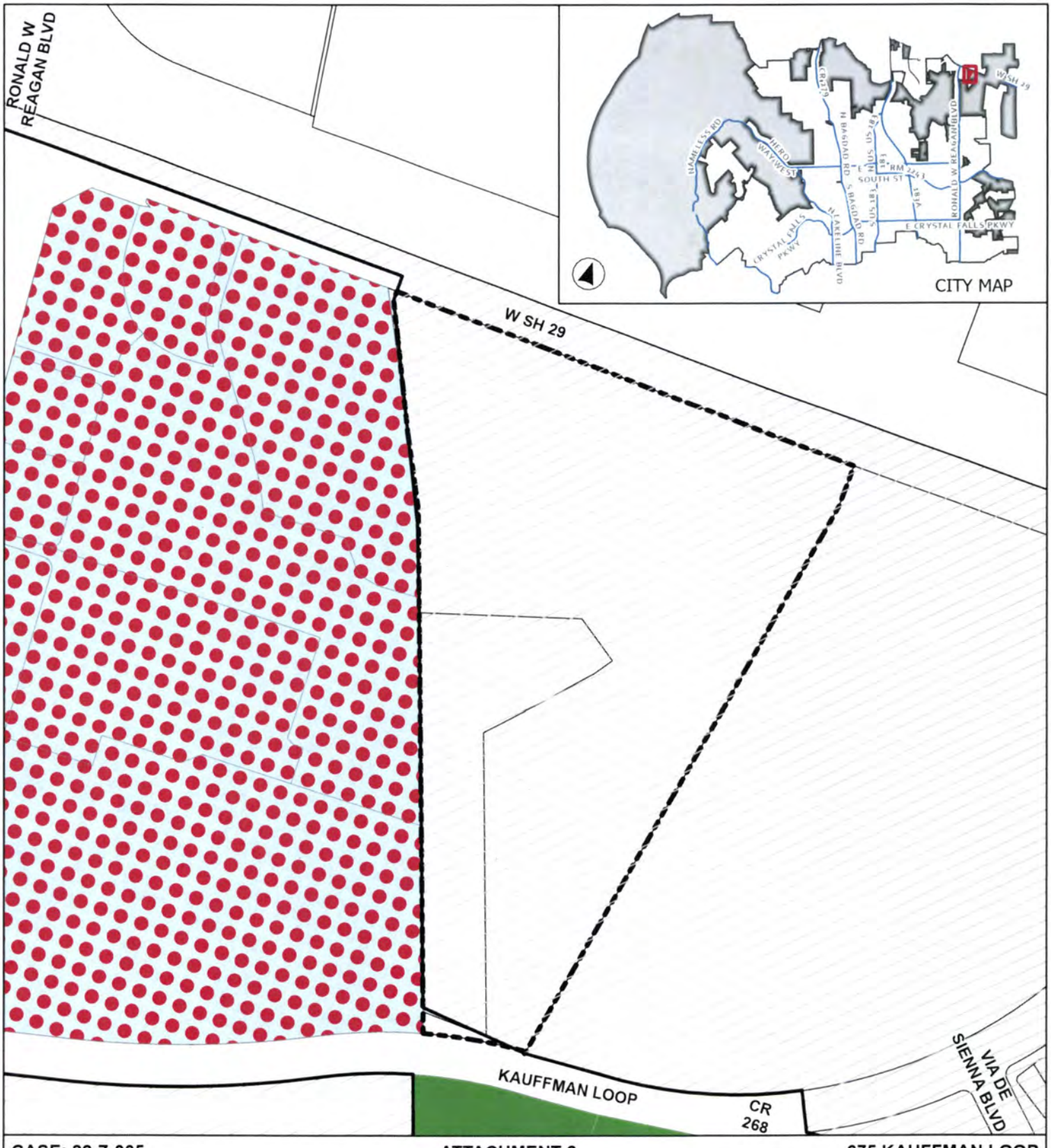
PUBLIC NOTIFICATION:

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

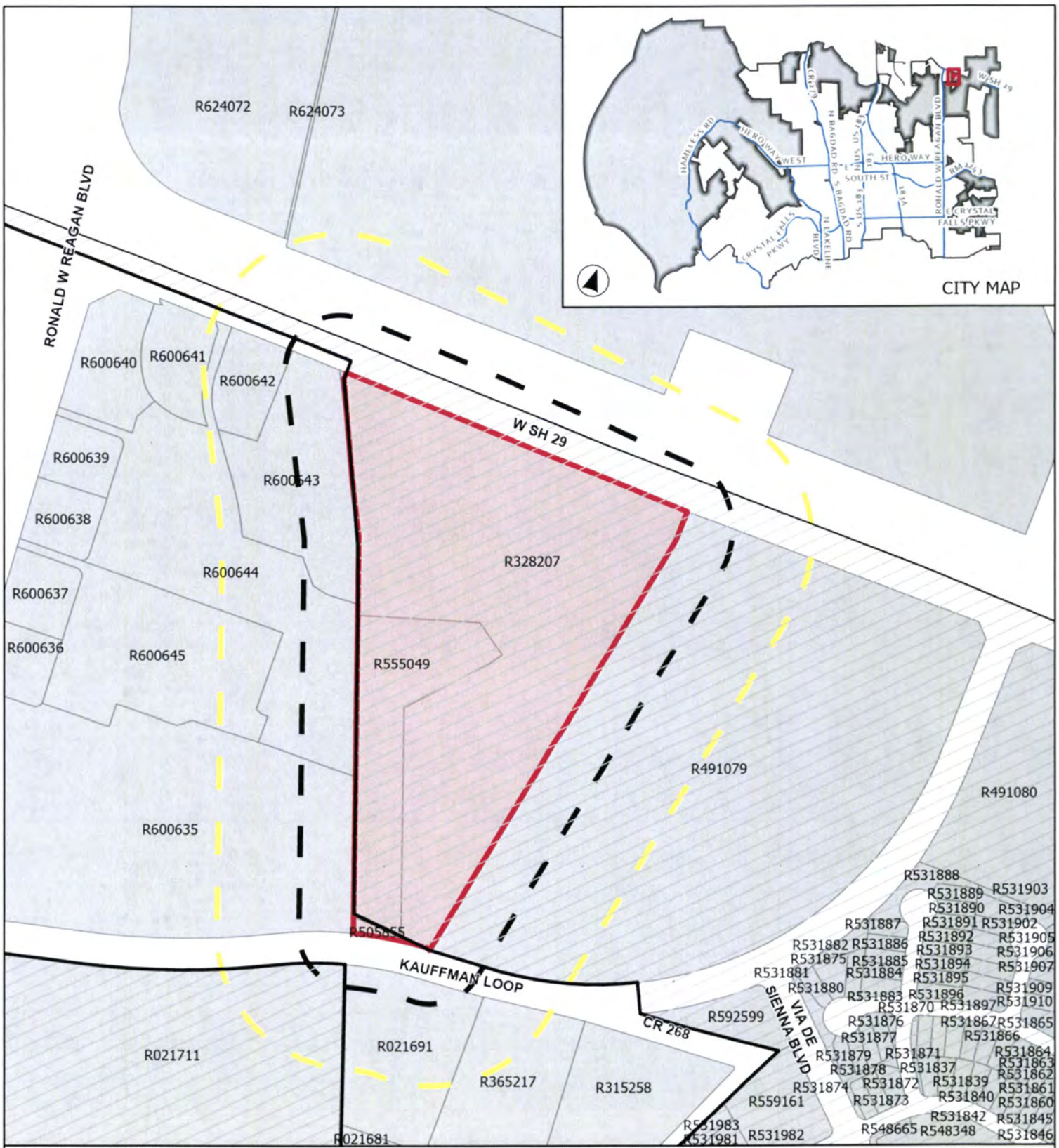
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



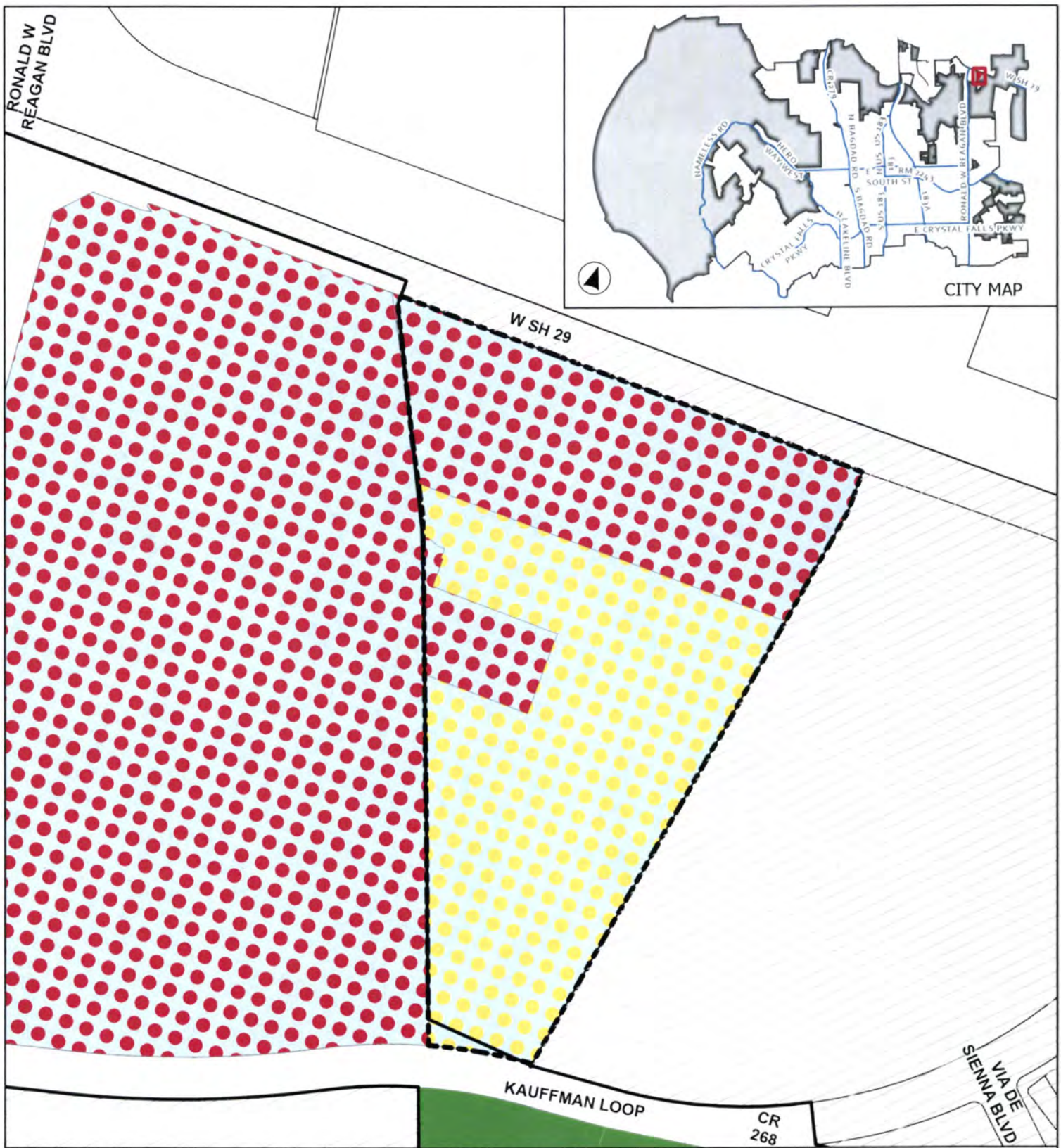
CASE: 22-Z-005 **ATTACHMENT 4** **675 KAUFFMAN LOOP**

Public Notification

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

0 190 380
Feet

- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ
- Site Location



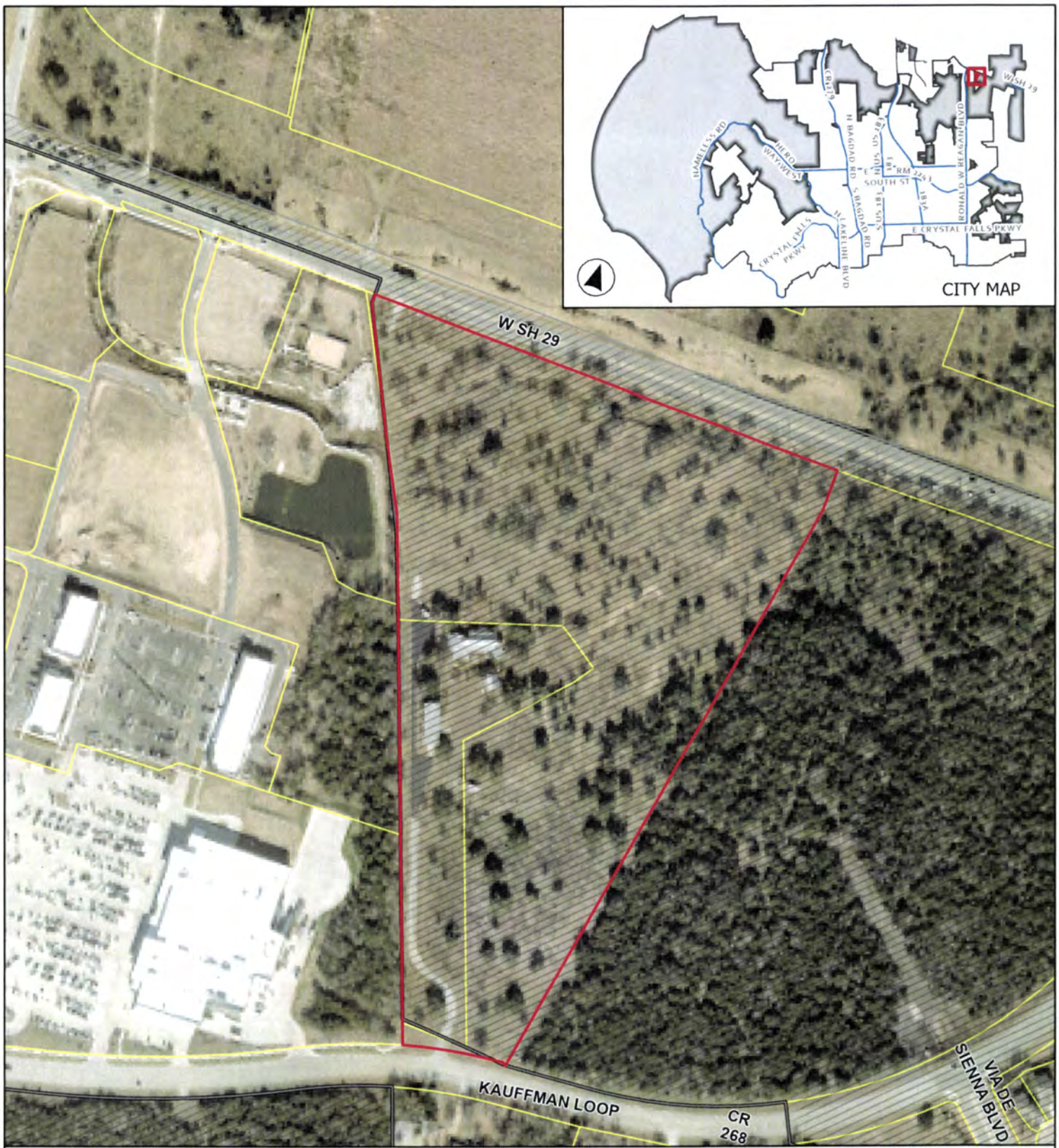
CASE: 22-Z-005 **ATTACHMENT 5** **675 KAUFFMAN LOOP**

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. <u>Purpose and Intent</u>

1. The 675 Kauffman Loop PUD is comprised of approximately 25 acres, as shown in **<u>Exhibit B.</u>** The development of this property includes commercial and residential development.

B. <u>Applicability and Base Zoning</u>

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 **<u>Exhibit A</u>**.

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. <u>Conceptual Site Layout & Land Use Plan</u>

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **<u>Exhibit C</u>**, 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. <u>Allowable / Prohibited Uses</u>

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:

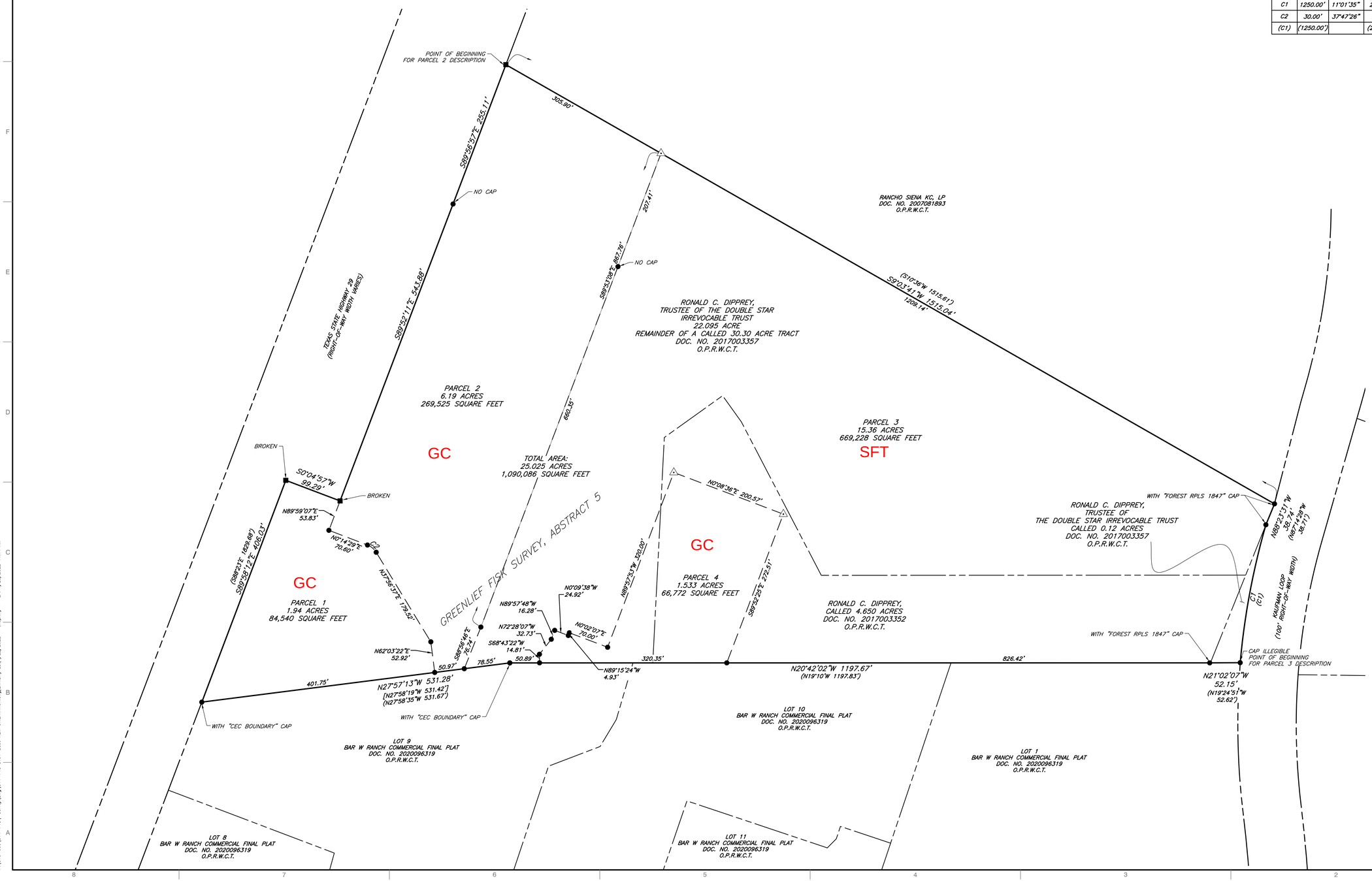
●	1/2-INCH IRON ROD FOUND WITH "RPLS 5575" CAP UNLESS OTHERWISE NOTED
■	TXDOT TYPE I MONUMENT
△	CALCULATED POINT
———	PROPERTY LINE
——— — — ———	ADJACENT PROPERTY LINE
— — — — — —	PROPOSED PARCEL BOUNDARY LINE
———— — — ————	RIGHT-OF-WAY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
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')



STATE OF TEXAS REGISTERED Sydney Smith Xinos 6361 LAND SURVEYOR

REVISION RECORD

NO	DATE	DESCRIPTION

Texas Registered Surveying Firm 10194419 · Texas Registered Engineering Firm F-38
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:\210-000\314-748\-Survey\Dwg\314-748 SV01-Base NEW ORIENTATION.dwg[EXHIBIT] LS(10/20/2022 - ekopski) - 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

Ross Holland
December 29, 2021

NOTES:

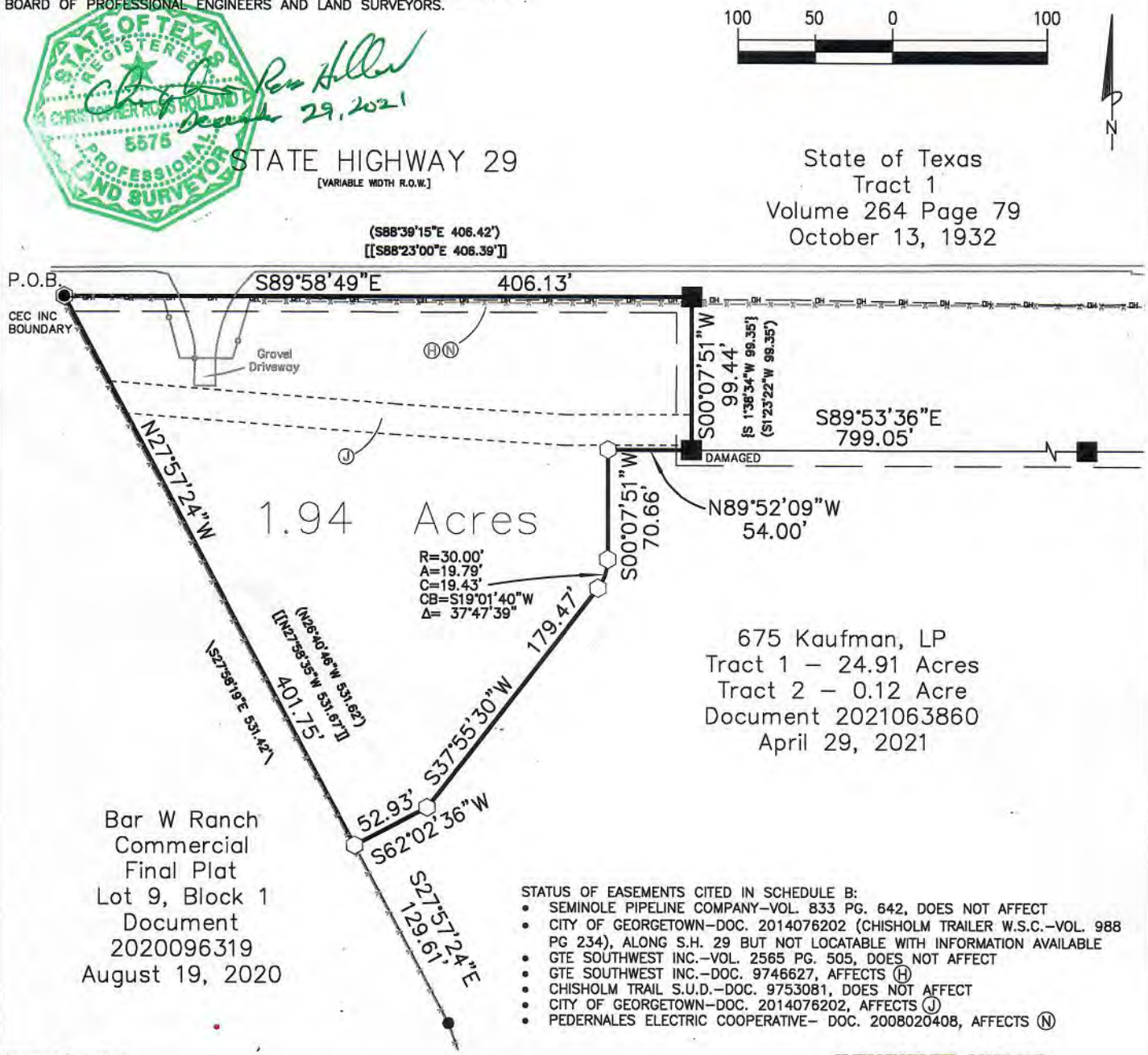
-THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE COMMITMENT GF NO. 20060553 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY ON FEBRUARY 12, 2021. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER ENCUMBRANCES WHICH AFFECT THIS TRACT THAT ARE NOT SHOWN HEREON.
-BEARING BASIS: TEXAS STATE PLANE COORDINATE 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



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 " 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.

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

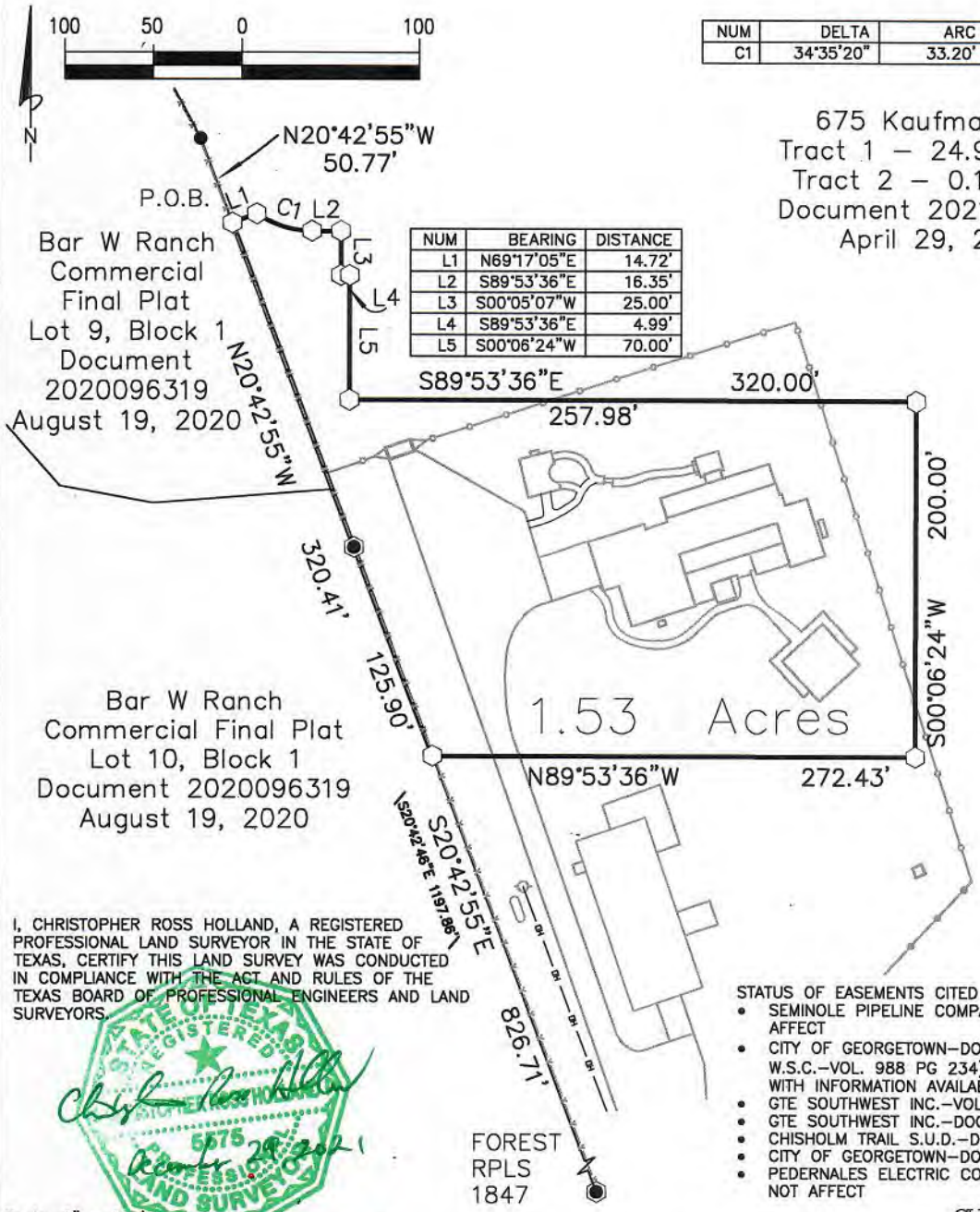
NOTES:

–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'



675 Kaufman, LP
Tract 1 – 24.91 Acres
Tract 2 – 0.12 Acre
Document 2021063860
April 29, 2021

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'

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 28, 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

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

STATE OF TEXAS
REGISTERED
SYDNEY SMITH XINOS
5361
PROFESSIONAL
LAND SURVEYOR

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;

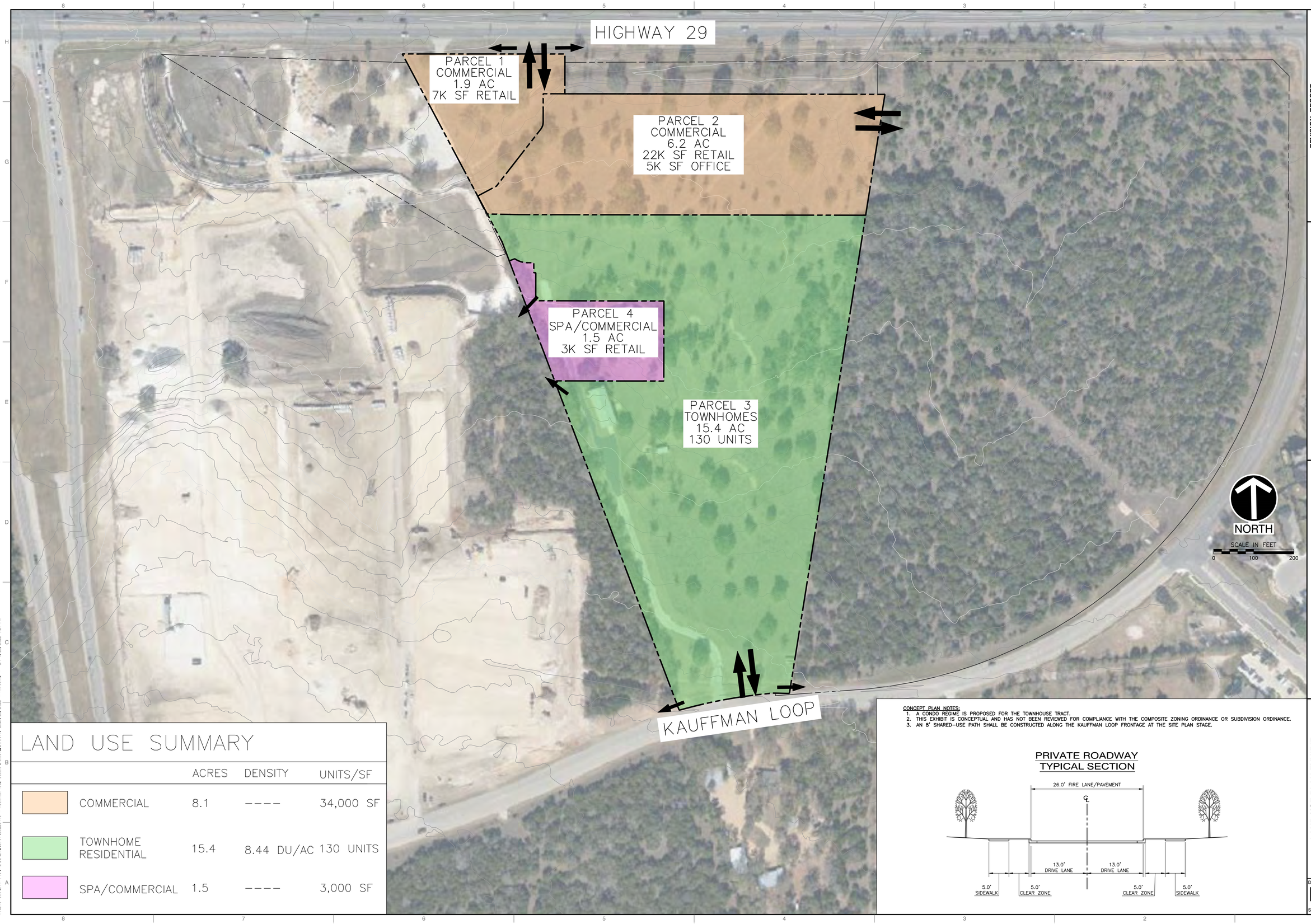
1. S89°52'11"E, a distance of 543.88 feet to a found ½-inch iron rod;

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

STATE OF TEXAS
REGISTERED
SYDNEY SMITH XINOS
5361
PROFESSIONAL
LAND SURVEYOR



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

P:\310-000\314-748\-CADD\Dwg\CP01\20220418 - kauffman loop bubble plan.dwg\LAYOUT1 LS:(7/25/2022 - mthomas) - LP: 7/25/2022 1:21 PM

City of Leander Planning Department 2/18/2022
201 North Brushy Street
PO Box 319
Leander, Texas 78646-0319

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@pacinc.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

AGENDA ITEM # 35

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

The Liberty Hill Independent School District (LHISD) purchased a property located in the Bar W Ranch West subdivision. LHISD started construction of Elementary School #7 prior to permit approvals. Staff is working with the school district to develop an agreement to allow for the school to continue development while they are working through the permitting requirements.

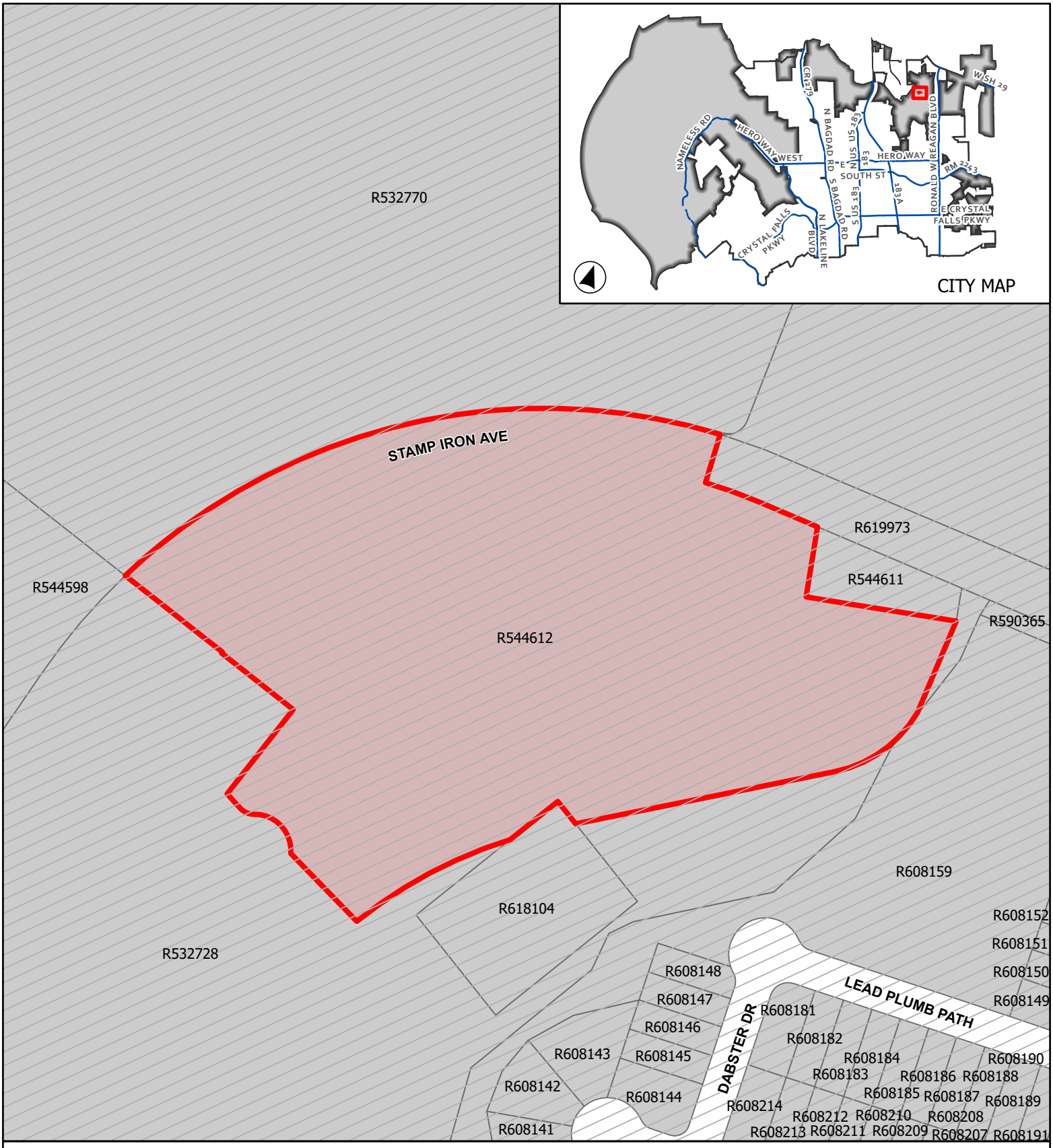
PRESENTER:

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

---

Attachments

1. Location Exhibit



ATTACHMENT 2

LHISD ELEMENTARY SCHOOL #6

Location Map

0 80 160

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.

AGENDA ITEM # 36

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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.

BACKGROUND:

On Sept. 8, 2022, the City initiated Phase 4 water conservation measures in preparation for the start of repairs to a significant leak in the Brushy Creek Regional Utility Authority (BCRUA) raw water pipeline. The pipeline supplies raw water from Lake Travis into the BCRUA water treatment facility, which is Leander's primary source for treated drinking water.

Phase 4 prohibits outdoor watering, and public messages urge customers to also limit nonessential water uses. During the repair, which is estimated to take 10-14 days, the BCRUA water treatment plant will be out of service and Leander's water treatment capacity will be reduced by more than 50 percent from 25 to 9 million gallons per day. If total water system usage exceeds the 9 million gallons per day of treatment capacity, the City risks critical water system failure.

The current Water Conservation and Drought Contingency Plan last approved March 18, 2021, describes varying penalties for residential customer violations of the plan, which include first (courtesy warning), second ($50.00), third ($100.00), and fourth ($200.00 and non-emergency disconnection) offenses. Commercial customers have higher penalties for subsequent offenses, which include a courtesy warning, $200.00, $400.00, and $1,000.00 and non-emergency disconnection, respectively.

In consideration of the City's increased urgency related to the anticipated reduction in water treatment capacity from BCRUA raw water pipeline repairs, the proposed amendment seeks to further encourage water customer compliance by increasing the penalty for second and subsequent offenses under Phase 4 conservation to $1,000 and non-emergency disconnection for residential and commercial customers.

PRESENTER:

Mike Neu, Chief of Staff

Attachments

1. Redline of Proposed Amendments
2. Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTION 13.09.014 OF THE CODE OF ORDINANCES TO ENACT A MORE SEVERE ADMINISTRATIVE PENALTY SCHEDULE FOR VIOLATIONS OF THE WATER CONSERVATION AND DROUGHT CONTINGENCY REGULATIONS DURING WATER CONSERVATION PHASE 4; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, water is a scarce resource and the City of Leander, Texas (the "City") desires to continue to implement water conservation measures to help ensure adequate water supply for the current and future population of the City;

WHEREAS, the review and update of water conservation and drought contingency regulations is reasonable and necessary for the public health, safety, and welfare;

WHEREAS, the City finds it reasonable and necessary to enact more severe penalties for violations of this Ordinance during water Conservation Phase 4, which is the highest level of watering restrictions, because use of water in violation of the Phase 4 restriction has more severe impact on the City's water system and water customers;

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

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

Section 2. **Amendment of Civil Penalties for Phase 4 Water Restrictions.** Section 13.09.014(b) of the City of Leander Code of Ordinances is hereby amended by renumbering current subsections (b)(2), (b)(3), (b)(4), and (b)(5) to subsections (b)(3), (b)(4), (b)(5) and (b)(6) respectively, and inserting a new subsection (b)(2) and amending the newly renumbered (b)(3) to read as follows:

(2) Penalties during Conservation Phase 4. Each violation of this plan that occurs within a 12-month period during Conservation Phase 4 may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second and subsequent offense(s)	$1,000, and non-emergency disconnection*	$1,000, and non-emergency disconnection*

* Water service may be disconnected as an emergency disconnection if the requirements of Section 13.09.014(d)(1) are met.

(3) Notice of first offense. If the city manager, or city manager's designee reasonably believe that a person or entity has violated this plan, then a notice of first offense shall be in writing and include the name and address of the alleged offender, a location and description of the alleged offense and a description of the administrative fees for subsequent violations. This notice will be mailed or hand delivered to the alleged offender's utility billing address.

Section 3. **Conflicting Ordinances.** Section 13.09.014(b), Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

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

Section 5. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

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

Section 7. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 15 day of September, 2022.

THE CITY OF LEANDER, TEXAS

_____
Christine DeLisle, Mayor

ATTEST:

_____
Dara Crabtree, City Secretary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 21-020-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING CHAPTER 13, ARTICLE 13.09, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN OF THE LEANDER CODE OF ORDINANCES TO REVISE DROUGHT CONTINGENCY REGULATIONS; PROVIDING FOR ENFORCEMENT AND ESTABLISHING A PENALTY; SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, water is a scarce resource and the City of Leander, Texas (the "City") desires to continue to implement water conservation measures to help ensure adequate water supply for the current and future population of the City;

WHEREAS, the review and update of water conservation and drought contingency regulations is reasonable and necessary for the public health, safety, and welfare;

WHEREAS, as part of the overall goal to expand, protect and develop both existing and future water resources, the City undertook to review its water conservation and drought contingency measures to implement or maintain its aggressive approach to water conservation efforts;

WHEREAS, the preservation and improvement of the natural environment and maintenance of a working ecological balance are of increasing concern;

WHEREAS, City continues to experience frequent droughts and periodic shortages of adequate water supply; therefore, it is the purpose of this amendment to continue to enforce the more efficient use of routine, individual, and daily restrictions, as well as larger scale, commercial restrictions, on the use of varied quantities of water;

WHEREAS, the City Council, at a public meeting, has had the opportunity to accept public comment regarding the updated water conservation and drought contingency regulations and finds it prudent to approve the revised and updated provisions;

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

Section 1. <u>Findings</u>. The foregoing recitals are hereby found to be true and correct and are incorporated into this Ordinance as findings of fact by the City Council of Leander, Texas. The City Council hereby further finds and determines that the provisions of this ordinance are reasonable and necessary to protect the public health, safety and welfare.

Section 2. <u>Amendment of Art. 13.09.</u> Chapter 13, Article 13.09 Water Conservation

and Drought Contingency Plan of the Leander Code of Ordinances provided in Exhibit A to this ordinance is hereby amended to update and enhance the City's regulations to conserve the available water supply, protect the integrity of water supply facilities with particular regard for domestic water use, sanitation, and fire protection, to protect and preserve public health, welfare, and safety, and to minimize the adverse impacts of extreme drought, periods of abnormally high water usage, system contamination, or extended reduction in ability to supply water due to equipment failure, water supply shortage or other water supply emergency conditions.

Section 3. Savings Clause. All rights and remedies of the City of Leander are expressly reserved as to any and all violations of the provisions of any ordinances affecting water conservation or the subject of this Ordinance within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 4. Amendment of Ordinances. Chapter 13, Article 13.09, Leander Code of Ordinances is hereby amended as provided herein. All provisions of the Leander Code of Ordinances inconsistent with or in conflict with this ordinance are hereby amended to the extent of such inconsistency or conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 5. Severability. Should any section or part of this ordinance 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 ordinance are declared to be severable.

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage.

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

PASSED AND APPROVED on this 18 day of March 2021.

Attest: **THE CITY OF LEANDER, TEXAS**

Dara Crabtree

Dara Crabtree, City Secretary

Troy Hill, Mayor

EXHIBIT A

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

Sec. 13.09.001 Declaration of policy, purpose and intent

(a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of extreme drought, periods of abnormally high water usage, system contamination, or extended reduction in ability to supply water due to equipment failure, water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water ("the plan").

(b) Water uses regulated or prohibited under this article are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 13.09.014 of this article.

Sec. 13.09.002 Public Involvement

The public may have an opportunity to provide input on preparation of the plan at a regularly scheduled public meeting of the City.

Sec. 13.09.003 Public Education

The City will periodically provide the public with information about the plan, including information about the conditions under which each phase of the plan is to be initiated or terminated and the drought response measures to be implemented in each phase. This information may be provided by, but is not limited to, media releases, bill inserts, website announcements, digital platform messages, or other similar methods of mass communication.

Sec. 13.09.004 Coordination with regional water planning groups

The service area of the City is located within Regional Water Planning Group (RWPG) G, Brazos River Authority, and the City has given this plan to the Lower Colorado River Authority, and the Brazos River Authority.

Sec. 13.09.005 Authority to implement response measures

In the event of unusual operational events, catastrophic occurrences, severe weather events, or other public emergencies, the city manager or city manager's designee may implement mandatory water restrictions in addition to those set out in this article. The city manager or city manager's designee is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare. The city manager or city manager's designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article. Unless otherwise specified by the city manager, the city manager's primary designee is the public works director and the alternate designee is the city engineer.

Sec. 13.09.006 Notice of implementation of mandatory provisions

The City shall notify the executive director of the state commission on environmental quality and the LCRA general manager in writing within five (5) business days of the implementation of any mandatory provisions of the drought contingency plan.

Sec. 13.09.007 Applicability

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations,

partnerships, associations and all other legal entities. The provisions of this article do not apply to: (i) persons who use water from private wells; (ii) or persons who otherwise use water from a source other than the City's water utility system.

Sec. 13.09.008 Definitions

(a) For the purposes of this plan, the following definitions shall apply:

(1) BRA. The Brazos River Authority or successor agency.

(2) Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

(3) Customer. Any person, company or organization using water supplied by the city.

(4) Domestic water use. Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry or institution.

(5) Industrial water use. The use of water in processes designed to convert materials of lower value into forms having greater usability and value, including the development of power by means other than hydroelectric.

(6) Landscape irrigation. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, parks, rights-of-way, and medians.

(7) LCRA. The Lower Colorado River Authority, or successor agency.

(8) Nonessential water use. Water uses that are neither essential nor required for the protection of public health, safety, and welfare, including, but not limited to:

(A) Landscape irrigation, except as otherwise provided under this article;
(B) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
(C) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
(D) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
(E) Flushing gutters or permitting water to run or accumulate in any gutter or street;
(F) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, ornamental ponds, Jacuzzi-type pools, or similar;
(G) Use of water in a fountain or pond for aesthetic or scenic purposes such as fountains, reflecting pools, and water gardens except where necessary to support aquatic life;
(H) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
(I) Use of water from hydrants or flush valves for construction purposes or any other purposes other than firefighting.

(9) System. The combination of components of the water supply network that carry, store, or move potable water from a centralized treatment plant to water customers. Components include but are not limited to transmission lines, pumps, ground and elevated storage tanks.

(10) TAC. Texas Administrative Code.

(11) TCEQ. Texas Commission on Environmental Quality.

Sec. 13.09.009 Initiation and termination of water conservation and drought response phases

(a) The city manager or city manager's designee shall monitor the water supply and/or demand conditions on a daily basis and determine when conditions warrant initiation or termination of each phase of the plan. The base water conservation plan, outlined in Phase 1, shall be in force at all times unless subsequent Phases are enacted. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the

peak daily demands on the system.

(b) The city manager or city manager's designee shall implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare.

(c) The triggering criteria described below are based on information provided by LCRA and BRA; and are further based on known system capacity limits.

(d) Public notification of the initiation or termination of water conservation and drought response phases shall be by one or more combination of methods which may include, but is not limited to, media releases, bill inserts, website announcements, digital platform messages, automated telephone calls, and signs posted at service area entry points.

Sec. 13.09.010 Conservation Phase 1 – Base Conditions

(a) Water Use Requirements: Phase 1 base conditions will be in effect year-round.

(1) Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. The City shall keep a copy of the current public announcement on water conservation awareness on file and available for inspection by TCEQ.

(b) City Actions: To manage supply, the City will:

(1) Continually review system operations, identify ways to improve system efficiency and accountability, and actively promote water conservation.

(2) Request water customers to voluntarily limit and reduce the use of water for nonessential purposes and to practice water conservation.

(3) Establish mechanisms to remind water customers to practice water conservation year-round.

(c) Customer Actions: Under threat of penalty for violation, the following conditions shall apply to all retail water customers:

(1) It is unlawful for any customer to waste water through use that serves no practical purpose. Such water waste includes the failure to repair a leak, either inside or outside a home, building, or facility, within a reasonable time, not to exceed 60 days from the date that a notice was provided about the leak resulting in water runoff or accumulation in a street, gutter, or parking lot.

(2) Residential water customers who choose to use water for landscape irrigation may only do so in accordance with a twice-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, as determined by the City:

(A) Properties with a street address number ending in 1, 5, or 9 may water on Tuesday and/or Friday.

(B) Properties with a street address number ending in 2, 4, 6, or 8 may water on Wednesday and/or Saturday.

(C) Properties with a street address number ending in 0, 3, or 7 may water on Thursday and/or Sunday.

(3) Commercial, multi-family, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, as determined by the city:

(A) Properties with a street address number ending in 1, 5, or 9 may water on Tuesday.

(B) Properties with a street address number ending in 2, 4, 6, or 8 may water on Saturday.

(C) Properties with a street address number ending in 0, 3, or 7 may water on Thursday.

(4) Landscape irrigation by way of automatic systems or hose-end sprinklers is not allowed on Monday.

(5) Landscape irrigation by way of automatic systems or hose-end sprinklers is limited to the hours from 12 a.m. (midnight) to 10 a.m. and from 7 p.m. to 12 a.m. (midnight), in accordance with the applicable watering schedules and designated watering days as determined by the City.

(6) Landscape irrigation limits do not apply if the irrigation is performed:
   (A) By means of a hand-held hose, soaker hose, or drip irrigation system.
   (B) At a commercial plant nursery.
   (C) During the testing of new irrigation system installation or existing irrigation system repair.

(7) Requests for one-time exceptions to Phase 1 landscape irrigation limits would be considered by the City on a case-by-case basis and may be granted for up to 21 days for new lawn installations.

Sec. 13.09.011 Conservation Phase 2 – Water Use Reduction

(a) Triggers: Customers shall adhere to Phase 2 conditions when one or more of the following occurs:
   (1) Total daily water demand equals or exceeds 90% of the total operation system treatment capacity for 3 consecutive days;
   (2) Total daily water demand equals or exceeds 90% of the firm capacity of key pump stations for 3 consecutive days;
   (3) The combined storage of Lake Travis and Lake Buchanan reaches 900,000 acre-feet in accordance with LCRA requirements, which are subject to change.
   (4) The city manager or city manager's designee determines that Phase 2 response measures are necessary to protect public health, safety, and welfare.

(b) Demand Reduction Target: Phase 2 response measures are designed to achieve a 20% reduction in water use.

(c) City Actions: To manage supply, the City will:
   (1) Discontinue water main and line flushing unless necessary for public health reasons.
   (2) Visually inspect lines on a regular basis and repair leaks.
   (3) Suspend hydrant testing.
   (4) Suspend use of potable water for the following City operations:
      (A) Vehicle washing.
      (B) Street cleaning.
      (C) Landscape irrigation in City parks except by hand-held hose or drip irrigation. The City may continue irrigation by way of automatic systems or hose-end sprinklers for up to 21 days only when necessary to salvage new installations.
   (5) Increase efforts to inform the public on water conservation strategies including:
      (A) Conduct a monthly review of customer use records;
      (B) Contact customers with unusually high usage to help identify potential leaks and provide customers with water saving tips and practices to better manage water use and reduce monthly costs.

(d) Customer Actions: Under threat of penalty for violation, the following Phase 2 response measures shall apply to all retail water customers:
   (1) Residential water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in Section 13.09.010(c)(5), as determined by the City:
      (A) Properties with a street address number ending in 1, 5, or 9 may water on Friday.
      (B) Properties with a street address number ending in 2, 4, 6, or 8 may water on Wednesday.
      (C) Properties with a street address number ending in 0, 3, or 7 may water on Sunday.
   (2) Commercial, multi-family, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in Section 13.09.010(c)(5), as determined by the City:
      (A) Properties with a street address number ending in 1, 5, or 9 may water on Tuesday.
      (B) Properties with a street address number ending in 2, 4, 6, or 8 may water on Saturday.
      (C) Properties with a street address number ending in 0, 3, or 7 may water on Thursday.
   (3) Landscape irrigation limits do not apply if the irrigation is performed:

(A) By means of a hand-held hose, soaker hose, or drip irrigation system.
(B) At a commercial plant nursery.
(C) During the testing of new irrigation system installation or existing irrigation system repair.

(4) Other nonessential water uses are prohibited except under the following circumstances:

(A) Use of water from hydrants or flush valves for construction purposes.
(B) The addition of water to a pool or splash pad where necessary to maintain the water purification system in service or to maintain structural integrity of the pool.
(C) The washing of vehicles or boats at a commercial car wash facility, or as part of a charity or fundraising event held on a commercial property during the property's designated watering day as defined in part (d) of this section.

(e) Wholesale: The City will keep wholesale treated water customers informed about demand and current and projected supply conditions. The City will initiate discussions with wholesale treated water customers about potential curtailment and implementation of mandatory measures to reduce all nonessential water uses.

(f) Termination: Phase 2 may be rescinded when one or more of the following occurs:

(1) The water treatment plant capacity conditions listed above as a triggering event have ceased to exist for 5 consecutive days;
(2) LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed;
(3) The city manager or city manager's designee determines that the applicable provisions are no longer necessary to protect public health, safety, and welfare; or
(4) Upon termination of Phase 2, the City publicly announces to its customers the end of Phase 2 and return to Phase 1 conditions.

Sec. 13.09.012 Conservation Phase 3 – Water Emergency

(a) Triggers: Customers shall adhere to Phase 3 conditions when one or more of the following occurs:

(1) Total daily water demand equals or exceeds 95% of the total operation system treatment capacity for (3) consecutive days;
(2) Total daily water demand equals or exceeds 95% of firm capacity of key pump stations for three consecutive days;
(3) LCRA general manager or board declares a water emergency.
(4) The city manager or city manager's designee determines that Phase 3 response measures are necessary to protect public health, safety, and welfare.

(b) Demand Reduction Target: Phase 3 response measures are designed to achieve a 50% reduction in water use.

(c) City Actions: To manage supply, the City will, in addition to Phase 2 response measures:

(1) Discontinue water main and line flushing unless necessary for public health, safety, and welfare.
(2) Explore additional emergency water supply options, which may include arranging for the emergency purchase of water from utilities for which there exists proper agreements for such purchase;
(3) Increase efforts to inform the public on water conservation strategies;
(4) Increase the detection and repair of water leaks in the distribution system;
(5) Read water meters as necessary to ensure compliance with this program for the benefit of all the customers.

(d) Customer Actions: Under threat of penalty for violation, Phase 2 response measures, along with the following measures which may supersede, shall apply to all retail water customers:

(1) Landscape irrigation is prohibited except by means of a hand-held hose.
(2) Industrial water uses are prohibited except for some limited uses as deemed necessary by the city manager or city manager's designee to protect public health, safety, and welfare.

(e) Wholesale: The City will contact its wholesale treated water customers to initiate mandatory

measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale water customer's own drought contingency plan.

(f) Terminations: Phase 3 may be rescinded when one or more of the following occurs:

(1) The water treatment plant capacity condition listed above as a triggering event has ceased to exist for five (5) consecutive days;
(2) The LCRA announces that mandatory restrictions by its firm raw water customers are no longer required;
(3) The city manager or city manager's designee determines that Phase 3 response measures are no longer necessary to protect public health, safety, and welfare; or
(4) Upon termination of Phase 3, the City publicly announces to its customers the end of Phase 3 and return to Phase 2 conditions.

Sec. 13.09.013 Conservation Phase 4 – Water System Failure

(a) Triggers: Customers shall adhere to the Phase 4 response measures when one or a combination of the following occurs:

(1) Major water line breaks or pump system failures that cause substantial loss of ability to provide water service;
(2) Natural or man-made contamination of the water supply source;
(3) Water demand approaches a reduced delivery capacity for all or part of the system, creating a situation in which water system demand exceeds water system capacity, for an extended length of time, as determined by the city manager or his/her designee;
(4) The city manager or city manager's designee determines that Phase 4 response measures are necessary to protect public health, safety, and welfare.

(b) Demand Reduction Target: Phase 4 response measures are designed to limit the daily water demand to no more than 50% capacity.

(c) City Actions: To manage supply, the City will:

(1) Assess the severity of the problem and identify the actions needed and time required to resolve the problem.
(2) Issue applicable public notifications and messaging as to the water system or source failure.
(3) Severely restrict or prohibit, as appropriate, all water system uses in the affected service area.
(4) Read meters as often as needed to ensure program compliance for the benefit of all customers.
(5) Minimize flushing for dead-end mains.
(6) Cease allowance or approval of applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities unless project is deemed necessary to resolve the water system failure.
(7) Operate the distribution system according to applicable regulations.
(8) Initiate emergency interconnects or alternative supply arrangements.

(d) Customer Actions: Under threat of penalty for violation, Phase 3 response measures, along with the following measures which may supersede, shall apply to all retail water customers:

(1) Use of water is restricted as deemed necessary to meet the emergency.

(e) Wholesale: The City will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. This may include ceasing water supply to the wholesale water customer.

(f) Termination: Phase 4 may be rescinded when one or more of the following occurs:

(1) The water system failure conditions listed above as a triggering event has ceased to exist for five (5) consecutive days.
(2) The city manager or city manager's designee determines that Phase 4 response measures are no longer necessary to protect public health, safety, and welfare.

(3) Upon termination of Phase 4, the City publicly announces to its customers the end of Phase 4 and return to Phase 3 conditions.

Sec. 13.09.014 Enforcement; penalty; termination of water service

(a) Compliance: No person or entity shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response phase in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan.

(b) Administrative violation procedures:

(1) Penalties: Except as otherwise stated herein, each violation of this plan within a 12-month period may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second offense	$50.00	$200.00
Third offense	$100.00	$400.00
Fourth and subsequent offense(s)	$200.00, and non-emergency disconnection	$1,000.00, and non-emergency disconnection

(2) Notice of first offense: If the city manager or city manager's designee reasonably believes that a person or entity has violated this plan, then a notice of first offense shall be in writing and include the name and address of the alleged offender, a location and description of the alleged offense and a description of the administrative fees for subsequent violations. This notice will be mailed to the alleged offender's utility billing address.

(3) Notice of second and/or subsequent offense: If the city manager or city manager's designee reasonably believes that a person or entity has violated this plan again subsequent to and within a 12-month period immediately following the date of the preceding offense, then a notice of second offense [will be mailed] containing the same information as described in the preceding subsection and a description of the administrative fee for the offense. This notice will be mailed to the alleged offender's utility billing address.

(4) Appeal of administrative offense:

(A) An alleged offender may appeal an administrative offense as set forth in this article. They request of an appeal shall not suspend or delay an alleged offender's obligation to pay current outstanding utility or administrative fees. Upon successful appeal of an offense, the City will refund administrative fees paid by the alleged offender.

(B) At the city manager's or city manager designee's discretion, an appeal or final review hearing may be conducted by a scheduled telephone conference involving the alleged offender, pertinent City staff, and testifying witnesses. Prior to any telephone conference, each testifying witness's name, address, telephone number, and relationship to the alleged offender shall be submitted to the city manager, along with any or [other] supporting documentation or physical evidence to be considered during the conference. Any unidentified witness or supporting documents and evidence shall be considered during an appeal conference or meeting.

(C) Within fifteen (15) business days of the date of the notice of offense, an alleged offender may appeal the administrative offense and fee by submitting a written request to the city manager or city manager's designee. Within 15 business days of the receipt of such request, the city manager or city manager's designee shall appoint one or more pertinent hearing officers and schedule an appeal hearing or telephone conference. At the appeal hearing, the alleged offender may present relevant evidence and bears the burden of proof to show by a

preponderance of the evidence why he or she should not be held in violation or assessed a fee. The hearing officers shall consider all relevant evidence as presented and render a decision within five (5) business days of the conclusion of the appeal hearing. A copy of the decision shall be mailed to the alleged offender's utility billing address.

(D) An alleged offender may appeal the hearing decision by submitting a written request to the city manager within five (5) business days of their receipt of the decision. Within five (5) business days of receiving a timely appeal, the city manager or city manager's designee shall conduct a final review hearing. At this hearing, the alleged offender may present relevant evidence as described in the preceding subsection. The city manager or designee shall consider relevant evidence and render a written decision within five (5) business days of the conclusion of the final review hearing. A copy of the decision shall be mailed to the alleged offender's utility billing address. The final review hearing decision is final and binding.

(E) Should the alleged offender fail to attend a scheduled appeal, it is their responsibility to contact the city manager or city manager's designee within five working days of the scheduled date of the appeal. Failure to do so or the attend the rescheduled appeal for any reason shall constitute a default, render final the administrative offense and associated fee, and further waive the offender's right to an appeal.

(5) Notices: All notices regarding alleged administrative offenses, including, without limitation, notices of offenses, appeal hearing and final review hearing decisions, shall be in writing and forwarded to the alleged offender via first class mail and/or certified mail, return receipt requested, to the alleged offender's current utility billing address. All notices delivered in this manner shall be deemed as received by the alleged offender within five (5) days of the mailing's postmark.

(c) Enforcement as criminal violation: Alternatively, and at the city manager's discretion, any violation of this article may be enforced as a criminal violation in accordance with subsection [(1)] below.

(1) Criminal penalty: Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the mandatory requirements thereof, within the city limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars ($2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

(d) Termination of water service; reconnection charge: The city manager or city manager's designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur in accordance with this section. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at $1,000.00, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.

(1) Emergency termination: If an officer charged with enforcement of this article determines that a violation of this article constitutes an immediate threat to the public health, safety and welfare, and the owner, occupant, or person in control of the property (the "responsible party") is absent or fails to immediately remedy the violation, the officer may terminate water services to such property. The city manager shall hold a hearing within 72 hours after termination of service to determine whether the responsible party violated this article, unless a later hearing date is requested by the responsible party or the responsible party is unable to be located, in which case the hearing shall be held as soon as possible. Promptly after terminating service, the officer charged with enforcement of this article shall give the responsible party written notice of the termination and hearing in compliance with TAC, title 30, section 291.88(b), by personal delivery or posting notice of the hearing on or near the front door of each building on the property, or at the Property Manager's door if available. If it is determined at the hearing that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party.

(2) Non-emergency termination: An officer charged with enforcement of this article who determines that a violation of this article is present may seek termination of wastewater [water] service to

the property at which the violation is present after notice and hearing as provided in this subsection. The officer charged with enforcement of this article shall give written notice of the violation of this article to the responsible party and the requirement that the violation be remedied within ten (10) days or water service will be disconnected, such notice to comply with TAC, title 30, section 291.88(a). If the responsible party fails to remedy the violation within the time specified in the notice, the officer charged with enforcement of this article may terminate water service. The responsible party may request a hearing by the city manager regarding termination of service. Written notice of the time and date of the hearing shall be given to the responsible party at least ten days before the hearing date. Notices required by this subsection shall be delivered to the responsible party by in- person service, [or] by letter addressed to the responsible party at his/her post office address.

(3) Determination at hearing; appeals: If the city manager determines at a hearing held under subsection (1) or (2) above that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party. If it is determined that the responsible party violated this article, as appropriate, water service shall not be reconnected until the responsible party remedies the violation of this article and pays all required reconnection fees. The city manager's decision may be appealed to the city council in writing within ten days of the city manager's decision.

(e) Responsibility for violation:

(1) For purposes of this article, the person or customer in whose name the utility billing office last billed or who is receiving the economic benefit of the water supply is presumed to have knowingly made, caused, used or permitted the use of water received from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article and proof that the violation occurred on the person's or customer's property shall constitute a rebuttal presumption that the person or customer committed the violation.

(2) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, and proof that a violation, committed by a child, occurred on property within the parent's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this article and that the parent could not have reasonably known of the violation.

(3) A person commits an offense if the person performs an act prohibited by this article or fails to perform an act required by this article. Each instance of a violation of this article is a separate offense.

(4) Proof of a culpable mental state is not required for a conviction of an offense under this article.

(5) If a person is convicted for three or more violations of this article within a 12-month period, water service may be disconnected or restricted.

(6) During Phases 3 or 4, the City reserves the right to perform an emergency disconnection for violations of nonessential water uses, regardless of previous violations.

(7) The city's authority to seek injunctive or other civil relief available under the law is not limited by this article.

Sec. 13.09.015 Variances

(a) The city manager or city manager's designee may grant variances:

(1) From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and

(2) Allowing the use of alternative water sources (i.e., groundwater, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be

submitted to staff and need not meet the requirements of subsection [(b)] below.

(b) The city manager or city manager's designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

(1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
(2) Alternative methods can be implemented which will achieve the same level of reduction in water use.

(c) Persons requesting an exemption from the provisions of this article shall file a petition for variance with the city within five (5) working days after the plan or a particular drought response phase has been invoked. All petitions for variances shall be reviewed by the city manager or city manager's designee, and shall include the following:

(1) Name and address of the petitioner(s);
(2) Purpose of water use;
(3) Specific provision(s) of the plan from which the petitioner is requesting relief;
(4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan;
(5) Description of the relief requested;
(6) Period of time for which the variance is sought;
(7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date; and
(8) Other pertinent information.

(d) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or city manager's designee:

(1) Variances granted shall include a timetable for compliance.
(2) Variances granted shall expire when the specific provision of the plan from which the petitioner requested relief is no longer in effect or prior to expiration if, the petitioner has failed to meet specified requirements.

(e) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

AGENDA ITEM # 37

EXECUTIVE SUMMARY
09/15/2022

AGENDA SUBJECT:

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

BACKGROUND:

The City of Leander has historically utilized Economic Development Incentives as a tool to facilitate commercial growth, financial investment, and job creation in the community. Economic Development Department staff work in conjunction with the City Manager and staff members in multiple departments while analyzing incentive requests and throughout the incentive negotiation process. This process helps to ensure that economic incentive agreements are structured in a manner that maximizes the benefit received by the City of Leander and its residents when an economic development project occurs in the community and provides protections for the City and Leander taxpayers.

This agenda item would add provisions to the City of Leander's Code of Ordinances that would formalize the process of communication during the economic development incentive negotiation process. This amendment would require a person, or a representative of a person, seeking economic development incentives from the City of Leander to work directly with Economic Development Staff or the City Manager from the time incentives are first discussed through the time that an economic development incentive is executed or negotiations reach a conclusion.

Individuals seeking an incentive agreement, or their representative, would be required to refrain from contacting City Council members about proposed economic development incentives during this no contact period. The no contact period would start from the time incentives are first discussed and culminating in the execution of an agreement or the end of negotiations.

RECOMMENDATION:

Staff recommends approval of an Ordinance establishing procedures for economic incentive applications and regulating lobbying for economic incentives.

PRESENTER:

Cameron Goodman, Economic Development Director

Attachments

1. Redline Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS 1.09.037 AND 9.05.008 OF THE CODE OF ORDINANCES ADDRESSING CONTACT WITH CITY STAFF AND CITY COUNCIL BY PERSONS SEEKING ECONOMIC DEVELOPMENT INCENTIVES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Leander, Texas (the "City") desires to provide a no contact period for applicants considering or making application for economic development incentives from the City;

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

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

Section 2. **Addition of Definition.** Section 1.09.035 of the City of Leander Code of Ordinances (the "Code") is hereby amend by adding the definition of "No contact period" to read as follows:

> *No contact period*. The period of time from the date a person, or a representative of the person seeks to apply for economic development incentives from the City until economic development agreement is executed or the negotiations conclude without an agreement. This period includes the time before an application is submitted to the City in which the person or person's representative seeks information about economic development incentives or the application process, or pitches the business prospect to the City.

Section 3. **No Contact Period During Economic Development Negotiations.** Section 1.09.037 of the City of Leander Code of Ordinances is hereby adding subsection (d) to read as follows:

> (d) Any person, or representative of a person, who wishes to apply for economic development incentives shall conduct all communications related to the proposed economic development incentives, the related business prospect, and related application with the city manager or the economic development staff. No such person may knowingly communicate with a Council member about proposed economic development incentives, the related business prospect, and related application during the no contact period, except as part of a duly noticed Council meeting.

Section 4. **Ethics Ordinance Lobbying Regulations.** Section 9.05.008(b) of the City of Leander Code of Ordinances is hereby adding subsection (5) to read as follows:

(5) Communications about economic development incentives and economic development prospects are governed by Section 1.09.037(d).

Section 5. **Conflicting Ordinances.** Section 1.09.037, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 6. **Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting economic development incentive and lobbying within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 7. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 8. **Severability**. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 9. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the ____day of September, 2022.

THE CITY OF LEANDER, TEXAS **ATTEST:**

_____ _____

Christine DeLisle, Mayor Dara Crabtree, City Secretary