



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - September 1, 2022
Briefing Workshop at **5:30 PM**
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalione-Parker
Place 2 – Esme Mattke Longoria
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, *Mayor Pro Tem*
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Rick Beverlin

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

BRIEFING WORKSHOP - CONVENE AT **5:30 PM**

1. Open Meeting.
2. Roll Call.
3. Discuss the meet-and-confer process.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

7. Recognitions/Proclamations/Visitors.
 - Oath of Office Emergency Management Coordinator and Emergency Management Specialist
 - Emergency Preparedness Month (September)
8. Mid-year Leander Chamber of Commerce update.
9. Staff Reports
 - Public Works update

CONSENT AGENDA: ACTION

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.
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 $\pm$ 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 $\pm$ 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

23. Conduct a Public Hearing to consider the proposed budget for Fiscal Year 2023.
- 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.
24. Conduct a Public Hearing 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.
- Discuss and 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.
25. Conduct a Public Hearing 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.
- 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.
26. Conduct a Public Hearing 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.
- 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.
27. Conduct a Public Hearing 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.
- 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.

28. Conduct a Public Hearing 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.

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

29. 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 (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.

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

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.
31. Receive a presentation and consider acceptance of the City Manager's recommended step plans for the Police Department and Fire Department.
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.
33. Council Member Closing Statements.
34. Convene into Executive Session 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.

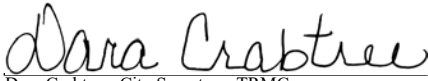
Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:

- (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

35. 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 26 day of August 2022 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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

BACKGROUND:

Attached are minutes for meeting held on August 18, 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 - August 18, 2022



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Esme Mattke Longoria
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, *Mayor Pro Tem*
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Rick Beverlin

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Opened Meeting at 6:00 p.m.
2. Roll Call reflected all present.
3. Received a presentation on Northline Town Square park design and uses included: timeline; invitation for bid; designs; previous presentation; funding for project; operations of park; and reconfirming what is coming forward when awarded.

Adjourned at 6:18 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened Meeting at 7:05 p.m., Invocation was provided by Pastor Andrea Moore with Summit Worship Center and Mayor Christine led the Pledges of Allegiance.
5. Roll Call reflected all present.
6. Public comments on items not listed in the agenda. No one spoke.

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. Staff Reports
 - Public Works update included water conservation efforts; lake levels; residential tired rates; BCRUA raw waterline; and wastewater plant discharge.

8. Leander History topic included Leanderthal lady.

CONSENT AGENDA: ACTION

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Consent Agenda Items 9 through 14 and 16 through 20.

Vote: 7 - 0

9. Approval of the minutes for meetings held on July 29 - 30, 2022 and August 4, 2022.
10. Acceptance of the Quarterly Investment Report for the period ending June 30, 2022.
11. Approval of the Second Reading of an Ordinance regarding the Sullivan Tract Annexation Case 21-A-007 regarding the voluntary annexation of 308 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R356046, R022922, R022921, and R022741; and generally located to the west of the intersection of Oak Creek Road and N. Bagdad Road, Leander, Williamson County, Texas.
12. Approval of the Second Reading of an Ordinance regarding Zoning Case 21-Z-030 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) and LO-2-B (Local Office) on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R356046, R473837, R022920-R022923, R473838, R473839, and R022941; and generally located to the west of the intersection of Oak Creek Road and N. Bagdad Road, Leander, Williamson County, Texas.
13. Approval of a Resolution of the City of Leander, Texas accepting the petition for 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.
14. Acceptance of Public Infrastructure Improvements for Devine Lake Phase 3 Subdivision.
15. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Fineline General Contractor to provide for concrete pours to begin at 4:00 a.m. from August 30 through September 30 (weather dependent), for a total of seven (7) concrete pours, for the Shops at Hero Way project site located on 11620 Hero Way West; and requiring Fineline General Contractors to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Becki Ross to approve waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Fineline General Contractor to provide for concrete pours to begin at 4:00 a.m. from August 30 through September 30 (weather dependent), for a total of seven (7) concrete pours, for the Shops at Hero Way project site located on 11620 Hero Way West; and requiring Fineline General Contractors to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities, following a discussion.

Vote: 7 - 0

16. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to RBT Roofing to provide for construction activities to begin at 6:00 p.m. from August 19 through October 5 (weather dependent) for the Akin Elementary School project site located on 3621 Barley Road; and requiring RBT Roofing to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.
17. Approval of Task Order DA-01 with Doucet & Associates, Inc. for professional services for the design of San Gabriel Parkway Phase 3 (CIP Project T.46) in an amount of \$650,438.00; and authorize the City Manager to negotiate and execute all necessary documents; and provide an effective date.
18. Approval of Amendment No. 6 to Task Order No. WAL-1 with Walker Partners Engineering, Inc. to revise drawings to comply with Atlas 14 requirement for Raider Way and E. Woodview Drive Roadway Improvements (CIP Project T.12) in the amount of \$147,333.00 for a new total contract amount of \$1,480,598.00; and authorize the City Manager to execute any and all necessary documents.
19. Approval of continuation of professional service agreements with MLA Geotechnical and TSIT Engineering and Consulting LLC for construction site quality assurance and control testing for the term of two (2) years in the amount of \$500,000.00 each per fiscal year (\$1,000,000.00 total); and authorize the City Manager to negotiate and execute all necessary documents; and provide an effective date.
20. Approval of an agreement to purchase additional NeoGov platform services for a term of three (3) years from SHI Government Solutions, Inc. in the amount of \$30,059.70, \$37,020.10 and \$56,954.00 each fiscal year respectively (\$124,033.80 total term of agreement) utilizing Texas BuyBoard Contract #661-22; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

21. Mayor Christine opened a Public Hearing at 7:58 p.m. regarding Subdivision Case 21-CP-019 to adopt the Cypress Meadows Concept Plan on one (1) parcel of land approximately 44.1 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R403528; generally located south of Hernandos Loop and west of US 183, Leander, Williamson County, Texas. No one spoke in favor of the request. Blanche Corley, 403 Hernandos Loop; John Corley, 403 Hernandos Loop; Edna Staudt, 420 Hernandos Loop; Alexi Keaton, 203 Hernandos Loop; Jennifer Hrabal, 203 Hernandos Loop; Shawn Hrabal, 203 Hernandos Loop; Charles H. Wright, 412 Hernandos Loop; Devan Foster, 202 Hernandos Loop; Matt Rifley, 202 Hernandos Loop; Austin Crothers, 608 County Cork; Annette Sponseller, 402 Hernandos Loop; Joshua Palm, 415 Hernandos Loop; Perter Jelito, 2101 Emerald Isle; Peggy Gillum, 414 Hernandos Loop; Joseph Gillum, 414 Hernandos Loop; Lyle Johnson, 700 Newcastle Lane; Rosie Miller, 2100 Emerald Isle; Nancy Guelker, 604 Shannon Circle; John Cowman, 1920 Holly Hill; Olivia Sponseller, 402 Hernandos Loop; Suzanne Redfield, 605 Newcastle Lane; Curtis Corley, 2601 Hilltop Divide Lane; John Oboins, 606 Newcastle Lane; Brandi Daugherty, 605 County Cork Lane; James Morrison, 603 County Cork Lane; Carter Corley, 2601 Hilltop Divide Lane, Andrew Helenda 304 Hernandos Loop spoke in opposition of the request. Natasha Bernal, 505 County Cork Lane; Travis Irmen, 505 County Cork Lane; Madison Martinez, 415 Hernandos Loop; Helen Johnson, 700 Newcastle Lane; Kevin Sponseller, 402 Hernandos Loop; Mike Manry, 409 Hernandos Loop position of opposition were read into the record. Elizabeth Pierson, 408 Hernandos Loop submitted comments in opposition via the website. The Public Hearing closed at 9:04 p.m.

- Discuss and consider action regarding Subdivision Case 21-CP-019 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to approve Subdivision Case 21-CP-019 to adopt the Cypress Meadows Concept Plan on one (1) 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, following a discussion.

Vote: 7 - 0

22. Mayor Christine opened a Public Hearing at 9:33 p.m. regarding Zoning Case 22-Z-020 to amend the Tylerville Tract PUD (Planned Unit Development) by adopting the Sodalís 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. No one spoke in favor or opposition of the request. The Public Hearing closed at 9:33 p.m.

- Discuss and consider action regarding Zoning Case 22-Z-020 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Zoning Case 22-Z-020 to amend the Tylerville Tract PUD (Planned Unit Development) by adopting the Sodalís 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.

Vote: 7 - 0

REGULAR AGENDA

23. Presentation and discussion on the Proposed FY 2023 Annual Budget and proposed tax rate. Discussion included: revenues collected; property values; proposed new positions recommended; full-time employee versus population; capital improvement program projects; compensation study; additional funding options for public safety; impact to residential homestead; next steps in budget process; Options A and B were considered for the extra funding; and Police Chief Minton supported Option B.
24. Discuss and consider action on a Resolution authorizing the Brushy Creek Regional Utility Authority, Inc.(BCRUA) to execute a Financing Agreement with the Texas Water Development Board relating to the sale of \$40,000,000.00 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2022 (Brushy Creek Regional Water Treatment and Distribution Project).

Motion by Councilmember Esme Mattke Longoria, Seconded by Councilmember Kathryn Pantalion-Parker to approve a Resolution authorizing the Brushy Creek Regional Utility Authority, Inc.(BCRUA) to execute a Financing Agreement with the Texas Water Development Board relating to the sale of \$40,000,000.00 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2022 (Brushy Creek Regional Water Treatment and Distribution Project).

Vote: 7 - 0

25. Discuss and consider action on an Ordinance regarding conditions under which building permits may be issued before the completion and acceptance of subdivision infrastructure for a temporary period of time to address the effects of the supply chain issues associated with power supply, and to provide for related matters, Leander, Williamson & Travis Counties, Texas.

Motion by Councilmember Esme Mattke Longoria, Seconded by Councilmember Becki Ross to approve the redline Ordinance as presented regarding conditions under which building permits may be issued before the completion and acceptance of subdivision infrastructure for a temporary period of time to address the effects of the supply chain issues associated with power supply, and to provide for related matters, Leander, Williamson & Travis Counties, Texas.

Vote: 7 - 0

26. Discussed and reviewed the design for Northline Town Square. Council supported the design as presented.

27. Council Member Closing Statements.

Kathryn Pantalion-Parker - commented on anniversary of 19th amendment - Women Right to Vote; Genghis Khan died this date; Robert Redford and Patrick Swayze born this date; today National Bad Poetry and Never Give Up Day; and thanked the police department for recent SWAT training.

Esme Mattke Longoria - commented on yesterday being the first day of school; thanked the police for patrolling the school zones; and reminded everyone to drive safely and watch out for the kids.

David McDonald - thanked staff for the options they brought forward tonight relating to the budget.

Chris Czernek - commented on rain we received today; kids excited to be back in school; sports starting up; and thank you to staff for all their work on the budget.

Christine DeLisle - stated dinner was provided by Moutons Leander; reminded everyone to shop local; Shark Burgers anniversary event; commented on kids back in school; thanked the police department for patrolling the school zones; and thanked the police department, parks department, finance department, human resources and public works department for all their hard work.

28. Convene into Executive Session at 10:33 p.m. pursuant to:
- (1) Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 - (2) Section 551.072, Texas Government Code, to deliberate the acquisition of property located in Elijah D. Harman Survey, Abstract 6, Horizon Lake Phase 1, Section 4, for the purpose of a wastewater easement with temporary construction easement for Lift Station #2 (CIP Project T.44); and
 - (3) Section 551.074, Texas Government Code, to discuss or deliberate the appointment,

employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: city manager

Reconvene into open session at 12:14 a.m. to take action as deemed appropriate in the City Council's discretion regarding:

- (1) Docket No. 53063 appealing water rates established by the City of Leander; and
- (2) Section 551.072, to deliberate the acquisition of property located in Elijah D. Harman Survey, Abstract 6, Horizon Lake Phase 1, Section 4, for the purpose of a wastewater easement with temporary construction easement for Lift Station #2 (CIP Project T.44); and
- (3) City Manager.

(Item 1) No action.

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Becki Ross (Item 2) to approve a purchase contract for a wastewater easement and a temporary construction easement for property located in Elijah D. Harman survey, Abstract 6, Horizon Lake Phase 1, Section 4, as discussed in executive session.

Vote: 7 - 0

(Item 3) No action.

29. Adjourned at 12:15 a.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

From: [PCR](#)
To: [Dara Crabtree](#)
Subject: Public Comments Request
Date: Tuesday, August 16, 2022 9:24:03 AM

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

Submitted on Tuesday, August 16, 2022 - 9:23am Form: Public Comments Request Form ID: 15331 Submission ID: 136552 Submitted values are:

Full Name Elizabeth Pierson

Do you live within Leander city limits? Yes

Home Address 408 Hernandos Loop

Phone Number [REDACTED]

Email [REDACTED]

My comments apply to the following regular meeting: City Council

My comments apply to the following meeting date Thu, 08/18/2022

My agenda item or case number 21 Cypress Meadows Concept Plan

My position on the above agenda item or case number I am AGAINST this item.

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

My comments (optional)

I'm writing to register my opposition to this development plan in its current form. The plan describes residential development which will be much too dense for the topography and the existing traffic pattern, which will lead to drainage and flooding problems for the surrounding neighborhoods and will send excessive auto traffic onto existing streets which were not developed for even a moderate volume of traffic.

There have been previous proposals for development of this land which were not approved, and the problems have been fully documented in public records. It has been reported that you are legally obligated to approve this plan because it fulfills the bare minimum of the law.

However, I believe you have the responsibility and the obligation to either disapprove the plan or table the decision with the requirement that the submitter must research and fully address the issues which have already been documented in the public record.

I want to upload a file with this form Yes

Upload a file (optional) [cypress_meadows_concept_plan_comments_08162022.pdf](#)

The results of this submission may be viewed at:

<https://www.leandertx.gov/node/15331/submission/136552>

August 16, 2022

To: Leander City Council

From: Elizabeth Pierson
408 Hernando's Loop
Leander, Tx

Re: Cypress Meadows Concept Plan

I'm writing to register my opposition to this development plan in its current form. The plan describes residential development which will be much too dense for the topography and the existing traffic pattern, which will lead to drainage and flooding problems for the surrounding neighborhoods and will send excessive auto traffic onto existing streets which were not developed for even a moderate volume of traffic.

There have been previous proposals for development of this land which were not approved, and the problems have been fully documented in public records. It has been reported that you are legally obligated to approve this plan because it fulfills the bare minimum of the law. **However, I believe you have the responsibility and the obligation to either disapprove the plan or table the decision with the requirement that the submitter must research and fully address the issues which have already been documented in the public record.**



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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

BACKGROUND:

The end of year budget amendment addresses overruns in Funds that exceed budgeted appropriations due to unexpected expenses during the year, and/or projects that were approved by the City Council during the current year after the budget was adopted. In all cases, sufficient fund balance or current year revenue surpluses exist in each fund to cover the overruns.

General Fund

- City Secretary (election expenses) (\$110,000)
- Police Uniform Services (overtime) (\$135,000)

Golf Fund

- Pro Shop (merchandise) (\$30,000) * offset by sales revenue
- Pro Shop (building maintenance / HVAC replacement) (\$50,000)
- Non-Departmental (credit card fees) (\$15,000) * offset by green fees

Utility Fund

- Utility Billing (water meters) (\$200,000) * offset by new accounts
- Water Maintenance (Sandy Creek WTP BRA contract) (\$525,000)
- Non-Departmental (Legal fees - rate case) (\$100,000)
- WWTP Treatment (sludge removal) (\$225,000)

Water Impact Fees

- Lively Tract (MUD) Development Agreement (waterline) (\$410,000) * installed by developer

Court Technology Fund

- Municipal Court (software maintenance) (\$2,150)

Parks Special Revenue Fund

- Recreation (contractual services - Camp Instructors) (\$35,000)

Debt Service

- Principal payments (Nameless Valley / Travisso Dev Agr) (\$105,000)

Utility Fund Debt Service

- Principal payments (BCRUA Series 2021) (\$275,000)

RECOMMENDATION:

Recommend approval.

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Amount requested:

n/a

Approved in current budget (Yes / No): n/a
Expenditure (New / Amended): Amended
Recurring or one-time: n/a
Fund source (Operating / Utility / etc.): Various

Attachments

- 1. Ordinance amending Budget FY 2022

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING
ORDINANCE NO. 21-077-00 ADOPTING THE ANNUAL BUDGET OF THE
CITY OF LEANDER, TEXAS FOR FISCAL YEAR 2022.**

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the Mayor and City Council; and

WHEREAS, the City Council approved and adopted the FY 2022 budget; and

WHEREAS, the City Council desires to amend the budget to account for changes that were unanticipated prior to adoption of the budget.

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. Budget Amendment. The FY 2022 Budget is hereby amended as shown in Exhibit A.

Section 3. 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 1st day of September, 2022.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A – SUMMARY

FUND	ADOPTED FY 2022 BUDGET	AMENDMENT 1 FY 2022 CHANGE	AMENDMENT 2 FY 2022 CHANGE	AMENDMENT 3 FY 2022 CHANGE	REVISED FY 2022 BUDGET
01 - GENERAL FUND					
REVENUES	53,435,527	367,010	0	245,000	54,047,537
EXPENDITURES	59,969,727	367,010	55,000	245,000	60,636,737
05 - GOLF FUND					
REVENUES	1,401,332	360,500	0	95,000	1,856,832
EXPENDITURES	1,946,332	385,500	0	95,000	2,426,832
20 - UTILITY FUND					
REVENUES	41,138,200	1,375,000	0	1,050,000	43,563,200
EXPENDITURES	40,204,440	1,375,000	44,420	1,050,000	42,673,860
25 - WATER IMPACT					
REVENUES	7,785,000	1,257,310	0	410,000	9,452,310
EXPENDITURES	11,673,750	1,257,310	0	410,000	13,341,060
72 - COURT TECHNOLOGY FUND					
REVENUES	12,500	0	0	0	12,500
EXPENDITURES	12,500	0	0	2,150	14,650
73 - PARKS SPECIAL REVENUE FUND					
REVENUES	302,650	0	0	35,000	337,650
EXPENDITURES	284,000	360,500	0	35,000	679,500
80 - GF DEBT SERVICE					
REVENUES	15,545,805	0	0	105,000	15,650,805
EXPENDITURES	13,426,250	0	0	105,000	13,531,250
85 - UF DEBT SERVICE					
REVENUES	13,856,645	0	0	0	13,856,645
EXPENDITURES	13,856,645	0	0	275,000	14,131,645
96 - LEANDER DEVELOPMENT AUTHORITY					
REVENUES	2,288,500	0	0	170,500	2,459,000
EXPENDITURES	2,288,500	0	0	170,500	2,459,000

EXHIBIT A – DETAIL

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 3 FY 2022 CHANGE	TOTAL
01 - GENERAL FUND				
REVENUES				
01-00-4565	Revenues	Subdivision Filing Fees	245,000	
		Sub-total		245,000
EXPENDITURES				
01-02-5628	City Secretary	Elections	110,000	
01-41-5140	Police Uniform Services	Overtime	135,000	
		Sub-total		245,000
05 - GOLF FUND				
REVENUES				
05-00-4345	Revenues	Green Fees	95,000	
		Sub-total		95,000
EXPENDITURES				
05-31-5305	Pro Shop	Merchandise	30,000	
05-31-5503	Pro Shop	Building Maintenance (HVAC replacement)	50,000	
05-53-5911	Non-Departmental	Credit Card Fees	15,000	
		Sub-total		95,000
20 - UTILITY FUND				
REVENUES				
20-00-4090	Revenues	Water Sales	1,050,000	
		Sub-total		1,050,000
EXPENDITURES				
20-01-5298	Utility Billing	Water Meters	200,000	
20-02-5757	Water Maintenance	Sandy Creek WTP / BRA O&M Contract	525,000	
20-04-5650	Non-Departmental	Legal Fees (rate case)	100,000	
20-06-5631	Wastewater Treatment	WWTP Sludge Removal	225,000	
		Sub-total		1,050,000
25 - WATER IMPACT				
REVENUES				
25-00-4085	Revenues	Water Impact Fees	410,000	
		Sub-total		410,000
EXPENDITURES				
25-09-6635	Developer CIP	Lively Tract Waterline	410,000	
		Sub-total		410,000

72 - COURT TECHNOLOGY FUND				
REVENUES				
		Fund balance (reserves)		2,150
EXPENDITURES				
72-11-5485	Court Technology	Software Maintenance	2,150	
		Sub-total		2,150
73 - PARKS SPECIAL REVENUE FUND				
REVENUES				
73-00-4772	Revenues	Recreation Programs	35,000	
		Sub-total		35,000
EXPENDITURES				
73-23-5600	Parks Special Revenue	Contractual Services (Camp Instructors - various)	35,000	
		Sub-total		35,000
80 - GF DEBT SERVICE				
REVENUES				
80-00-4838	Revenues	Property Taxes	105,000	
				105,000
EXPENDITURES				
80-01-9645	Debt Service	Contract Revenue Debt - Nameless Valley	105,000	
		Sub-total		105,000
85 - UF DEBT SERVICE				
REVENUES				
		Fund Balance (reserves)		275,000
96 - LEANDER DEVELOPMENT AUTHORITY				
REVENUES				
96-00-4900	Revenues	Transfer In - TIRZ		
			170,500	
		Sub-total		170,500

EXPENDITURES				
96-01-5741	Leander Dev. Authority	Dev Agr - RB270	37,500	
96-01-5742	Leander Dev. Authority	Dev Agr - TVI	50,000	
96-01-5755	Leander Dev. Authority	Dev Agr - Northline/RB270	83,000	
		Sub-total		170,500



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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.

BACKGROUND:

City staff issued a Request for Proposals, Solicitation #S22-013, for city-wide generator maintenance and repair. On July 15, 2022, the City received four (4) proposals. Based upon the evaluation and scoring of each proposal, staff recommends that the City Council award a contract to Loftin. The city has twenty-seven (27) generators that will be covered under this maintenance agreement and the anticipated annual expenditure is \$67,995.00. Loftin would replace the City's current maintenance vendor GenServe (LJ Power.) Although Loftin's per unit pricing is higher than the other three (3) proposers, the evaluation team concluded that the city would be better served by having a higher confidence level in the timeliness and reliability of the performance of the city's generators since each generator, when called upon, provides a critical function - often affecting public health and safety. The Evaluation Team interviewed the top two (2) proposers.

Per Section 1.2 of the RFP, the initial term of the resulting agreement shall be five (5) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for three (3) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.

RECOMMENDATION:

Award of Solicitation S22-013, annual city-wide generator maintenance and repair to Loftin.

PRESENTER:

Dan Grimsbo, P.E., Executive Director of Infrastructure
Kay Johnson, Interim Purchasing Agent

Fiscal Impact

<u>Amount requested:</u>	\$67,995.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Various

Attachments

1. Generator RFP Eval

Solicitation No.

S22-013

Opening:

7/15/2022

EVALUATION CRITERIA	Max Points				
Proposed Fee	40	35	38	30	40
		Highest price, but PM's are more thorough inspection with cost differences based on needs of each unit. \$67,995	Second lowest. \$49,815	Incomplete bid sheet for pricing of each generator	Lowest price for total services \$48,995
Qualifications	40	40	34	30	30
		In business since 1976. Services all major brands of generators.	In business for 5 years. Brands serviced not listed.	No years listed	Founded in 1990 and acquired local dealer LJ Power in 2021.
Services Meet City Standards	20	20	16	12	15
		Office located in Universal City but technicians are located around the state. Two hour onsite not an issue. Pluses are parts availability in multiiple locations around US. Company wide number for service requests. Demonstrated the best for the ability to meet the needs of the City.	Located in Kyle. Demonstrated work in the greater Austin Metro area. Smaller company with the POC being the sole person to contact for service. Limited to generator sized of 200KW in stock for rental until utilizing a third party. 2-3 hour turnaround.	Incomplete bid packet to describe service.	Curent vendor and services are not matching the needs of the City of Leander.
References					
TOTAL:	100	95	88	72	85



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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

BACKGROUND:

The public infrastructure improvements required for the Bryson subdivision 8, 9, and 12 have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this subdivision have 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 1, 2022, which will provide warranty and maintenance coverage for the public infrastructure improvements through September 1, 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 above project.

PRESENTER:

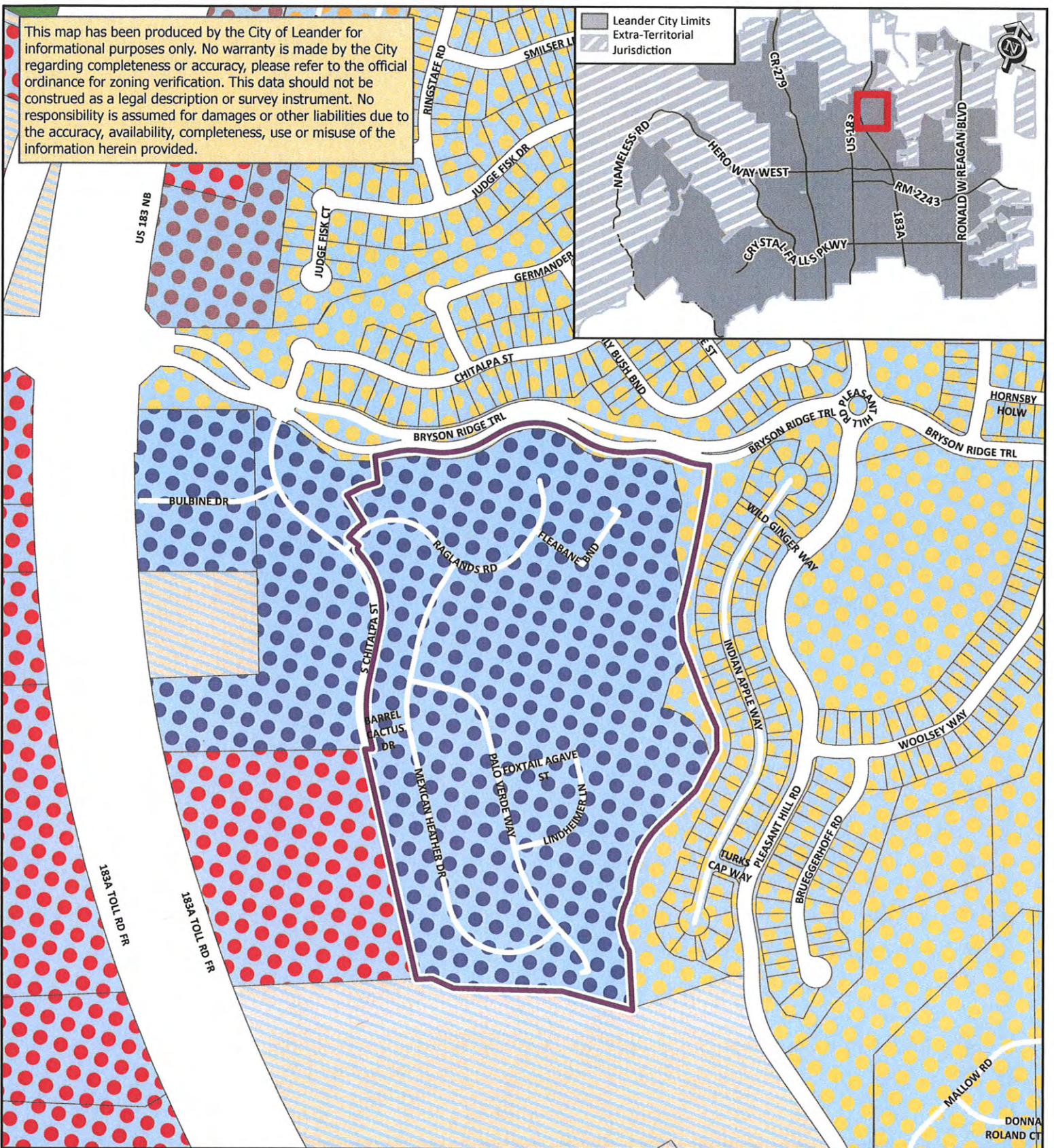
Ross E. Blackketter, P.E., City Engineer

Attachments

1. Acceptance Docs Bryson Ph 8 9 & 12

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

Leander City Limits
Extra-Territorial
Jurisdiction



SUBDIVISION ACCEPTANCE

Bryson Ph 8, 9 & 12 21-TOD-PICP-008

Accepted Subdivision

RESIDENTIAL

SFR - Single-Family Rural

PUD LAND USE

PUD - Single-Family

PUD-CH

PUD - Mixed Use

PUD - Local Commercial

SECTORS

PUD - General Commercial

CD - Conventional Sector

0 250 500
Feet

Kimley»Horn

July 12, 2022

Attention: Curtis Campbell
Johnson Development Corp.
1960 Pleasant Hill Road
Leander, TX 78641

RE: *Engineer's Concurrence Letter for Bryson Phase 8, 9 & 12, City Project No. 21-TOD-PICP-008*

Dear Mr. Campbell,

On this day, I, the undersigned professional engineer, or my representative, made a visual observation of the above referenced project. No discrepancies in the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are constructed in substantial compliance with the approved construction plans.

Please contact me at 512-782-0602 if additional information is required.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Alejandro E. Granados Rico

Alex Granados, P.E.
Project Manager
TBPE F-928





July 8, 2022

Tommy Tucker
Bryson MPC Holdings LLC
1960 Pleasant Hill Road
Leander, Texas 78641

TDLR Project Number: TABS2021018815

PROJECT:

Bryson Phase 8, 9 & 12
320 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,

A handwritten signature in black ink, appearing to read 'Arturo Pinero', with a stylized flourish at the end.

Arturo Pinero, RAS #1551

cc: Kimley-Horn

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC
as Principal, whose address is 2937 Hero Way, Leander, TX 78641 and
Swiss Re Corporate Solutions America Ins. Corp. a Corporation organized under the
laws of the State of Missouri, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Four Hundred Thirty-eight Thousand Three Hundred Two And 37/100
(\$ \$438,302.37) 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 8, 9 & 12 Public Improvement Construction Plans Project - 21-TOD-PICP-008
 (the “improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby
 expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

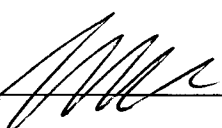
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 6th day of July, 2022.

Liberty Civil Construction, LLC

Principal

By: 

Title: Michael Ehrhardt, President

Address: _____

2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Ins. Corp.

Surety

By: 

Title: Attorney-in-Fact, Betty J. Reeh

Address: _____

1200 Main Street, Suite 800

Kansas City, MO 64105

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

Acrisure, LLC dba IBTX

32335 US Hwy 281 N, Suite 1201, Bulverde, TX 78163

(Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

GARY W. WHEATLEY, BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,
ANA TOMES, PATRICK COYLE, PATRICIA ANN LYTLE AND MICHAEL D. HENDRICKSON

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of July, 2022

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

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

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

June 22, 2022
Sarvesh Dhakal
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn,

The following is the information as applicable to the Final Cost and Quantities, and inspection fee settle up of the Bryson Phase 8, 9 & 12 Project #21-TOD-PICP-008 of this "project"

Final Plat Legal Name as Recorded: Bryson Phase 8, 9, AND 12
Name on Approved Construction Documents: Bryson Phase 8, 9 & 12, Public Improvement Construction Plans, Project #21-TOD-PICP-008, City of Leander, Williamson County, Texas, Leander TODD MUD UTILITY DISTRICT No.1
Name on Bank Bond for Fiscal Posting: The Surety Place

Final Cost and Quantities:

Costs Categories	Totals
Streets	\$793,033.35
Stormwater/Drainage	\$1,675,679.75
Water	\$757,981.94
Wastewater	\$864,783.03
Streetlights	\$291,545.63
Landscape Improvements	\$0.00

Total = **\$4,383,023.70**

Total Improvements =	\$4,383,023.70
Maintenance Bond (10%) =	\$438,302.37

*Note that this total differs from the final pay application from the contractor as it excludes private electrical work, private gas work, bonds and offsite items that were not part of Phase 8, 9 and 12. The total for the developer private items is \$1,267,723.77. These items have been highlighted in red and crossed out in the final pay application attached for reference. The inspection fee receipt is also included for reference.

Inspection fee settle up:

Total Improvements =	\$4,383,023.70
Currently Paid Inspection Fees =	\$128,249.95
Inspection Fees (3.5%) =	\$153,405.83
Insp. Fee to be paid by developer =	\$25,155.88

If you have any questions or require any additional information, please do not hesitate to contact me at 512-782-0602.

Sincerely,

Alejandro E. Granados Rico

Alex Granados, P.E.
Project Manager
TBPE F-928



Attachments: Final Pay Application for Bryson Phase 8, 9 and 12, Final Cost and Quantities breakdown

FINAL COSTS AND QUANTITIES
BRYSON PHASE 8, 9 and 12
KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 069273601

CITY OF LEANDER JOB # 21-TOD-PICP-008

COST CATEGORIES	TOTALS
STREETS	\$793,033.35
STORMWATER/DRAINAGE	\$1,675,670.25
WATER	\$757,981.94
WASTEWATER	\$864,783.03
STREETLIGHTS	\$291,545.63
LANDSCAPE IMPROVEMENTS	\$0.00
TOTAL AMOUNT \$4,383,023.70	



Alejandro E. Granados Rico

FINAL COSTS AND QUANTITIES

STREETS						
A1	24" CONCRETE CURB AND GUTTER EXCLUDING 30' FOR INLETS AND TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	11,775.00	\$	14.73	\$ 173,445.75
A2	2" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	18,093.00	\$	11.78	\$ 213,135.54
A3	8" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	24,360.00	\$	9.41	\$ 229,227.60
A4	10" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	264.00	\$	11.41	\$ 3,012.24
A5	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	24,624.00	\$	1.98	\$ 48,755.52
A6	SIGNAGE AND STRIPING	LS	1.00	\$	4,519.75	\$ 4,519.75
A7	CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	796.00	\$	59.72	\$ 47,537.12
A8	PEDESTRIAN RAMPS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	18.00	\$	1,046.52	\$ 18,837.36
A9	4" SCHEDULE 40 PVC IRRIGATION SLEEVES	LF	400.00	\$	35.47	\$ 14,188.00
A10	STREET END MARKERS PER CITY OF AUSTIN DETAIL 824S-1	EA	1.00	\$	1,296.00	\$ 1,296.00
A11	CONSTRUCTION STAKING	LS	1.00	\$	13,437.47	\$ 13,437.47
A12	4" IRRIGATION SLEEVES	LF	300.00	\$	35.47	\$ 10,641.00
A13	HMAC INCREASE	LS	1.00	\$	15,000.00	\$ 15,000.00
	SUBTOTAL STREETS					\$ 793,033.35

STORMWATER/DRAINAGE						
B1	MOBILIZATION, DUMP SITE	LS	1.00	\$	10,000.00	\$ 10,000.00
B2	CLEANING AND GRUBBING/ROOTS AND W/PLANT BASEMENTS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1.00	\$	10,000.00	\$ 10,000.00
B3	DRAINAGE AND ROADWAY GRADING/STRENGTHEN TO CORRODABLE/CL. COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	10,000.00	\$	1.00	\$ 10,000.00
B4	DRAINAGE AND ROADWAY GRADING/STRENGTHEN (FULL) COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	1,261.00	\$	1.00	\$ 1,261.00
B5	EXCAVATE AND RECONSTRUCT PER GEOTECH RECOMMENDATION (SEE "REMEDIATION REPORT" AND SHEET FOR 21 FOR DETAILS)	SY	1,400.00	\$	1.00	\$ 1,400.00
B6	STABILIZED CONSTRUCTION ENTRANCE AS DETAILED AND SPECIFIED	LS	1.00	\$	1,000.00	\$ 1,000.00
B7	CURB/LEAF PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	10.00	\$	1.00	\$ 10.00
B8	ORANGE SAFETY FENCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,000.00	\$	1.00	\$ 1,000.00
B9	W/ FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,000.00	\$	1.00	\$ 1,000.00
B10	W/ FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,000.00	\$	1.00	\$ 1,000.00
B11	W/ FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,000.00	\$	1.00	\$ 1,000.00
B12	REINFORCEMENT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	10,000.00	\$	1.00	\$ 10,000.00
B13	CURB/LEAF PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1,000.00	\$	1.00	\$ 1,000.00
B14	W/ FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,000.00	\$	1.00	\$ 1,000.00
B15	CONCRETE NIGHTMARE AREA	EA	1.00	\$	1,000.00	\$ 1,000.00
B16	18" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,741.00	\$	1.00	\$ 1,741.00
B17	24" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,000.00	\$	1.00	\$ 1,000.00
B18	30" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,000.00	\$	1.00	\$ 1,000.00
B19	36" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,000.00	\$	1.00	\$ 1,000.00
B20	4" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B21	6" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B22	8" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B23	12" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B24	18" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B25	24" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B26	30" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B27	36" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B28	42" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B29	48" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B30	54" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B31	60" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B32	66" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B33	72" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B34	78" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B35	84" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B36	90" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B37	96" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B38	102" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B39	108" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B40	114" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B41	120" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B42	126" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B43	132" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B44	138" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B45	144" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B46	150" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B47	156" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B48	162" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B49	168" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B50	174" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B51	180" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B52	186" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B53	192" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B54	198" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B55	204" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B56	210" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B57	216" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B58	222" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B59	228" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B60	234" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B61	240" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B62	246" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B63	252" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B64	258" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B65	264" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B66	270" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B67	276" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B68	282" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B69	288" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B70	294" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B71	300" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B72	306" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B73	312" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B74	318" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B75	324" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B76	330" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B77	336" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B78	342" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B79	348" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B80	354" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B81	360" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B82	366" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B83	372" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B84	378" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B85	384" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B86	390" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B87	396" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B88	402" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B89	408" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B90	414" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B91	420" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B92	426" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B93	432" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B94	438" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B95	444" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B96	450" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B97	456" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B98	462" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B99	468" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B100	474" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B101	480" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B102	486" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B103	492" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B104	498" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B105	504" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B106	510" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B107	516" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B108	522" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B109	528" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B110	534" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B111	540" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B112	546" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B113	552" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B114	558" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B115	564" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B116	570" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B117	576" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B118	582" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B119	588" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B120	594" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B121	600" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B122	606" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B123	612" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B124	618" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B125	624" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B126	630" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B127	636" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B128	642" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B129	648" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B130	654" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B131	660" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B132	666" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B133	672" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B134	678" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B135	684" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B136	690" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B137	696" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B138	702" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B139	708" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B140	714" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B141	720" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B142	726" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B143	732" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B144	738" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B145	744" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B146	750" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B147	756" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00
B148	762" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	1,000.00	\$ 1,000.00

B35	STORMWATER TYPICAL RIFACE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3.00	\$	70,294.50	\$	210,883.50
B36	DETENTION POND ACCESS DRIVEWAY, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4.00	\$	7,000.00	\$	28,000.00
B37	DETENTION POND OUTLET STRUCTURE, STRUCTURAL STEEL TO INCLUDE IN BUDGET FOR DUMPFILL AND BUTTER STRUCTURE	EA	3.00	\$	15,821.25	\$	47,463.75
B38	CLEANING AND GRUBBING POND AND SPILL AREA COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1.00	\$	3,441.00	\$	3,441.00
B39	DETENTION POND DRAINAGE ENTANGLED CURB, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	CF	10,875.00	\$	2.00	\$	21,750.00
B40	DETENTION POND DRAINAGE EARTHWORK FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	CF	2,840.00	\$	1.00	\$	2,840.00
B41	CONCRETE CURBWAYS	CF	8,940.00	\$	1.00	\$	8,940.00
B42	CONCRETE DRIVEWAY AND TEXTURE	CF	1,840.00	\$	1.00	\$	1,840.00
B43	DETENTION POND ACCESS DRIVEWAY CURB	EA	4.00	\$	7,000.00	\$	28,000.00
B44	FINISH GRADERS FOR CONCRETE DRIVE	LS	1.00	\$	2,000.00	\$	2,000.00
B45	POND PIPE GATES	EA	2.00	\$	10,000.00	\$	20,000.00
	SUBTOTAL STORMWATER/DRAINAGE					\$	1,571,879.75

	WATER						
C1	8" DRINKING WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	7,348.00	\$	50.00	\$	367,400.00
C2	CONNECT TO EXISTING WATER LINE AND REMOVE EX. BLOWOFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3.00	\$	7,783.33	\$	23,350.00
C3	8" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	26.00	\$	2,150.00	\$	55,900.00
C4	FIRE HYDRANT ASSEMBLY 8" VALVE, 8" GATE VALVE, AND TEE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	10.00	\$	5,500.00	\$	55,000.00
C5	AIR BREAK VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3.00	\$	4,500.00	\$	13,500.00
C6	SINGLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	50.00	\$	1,400.00	\$	70,000.00
C7	DOUBLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	65.00	\$	1,100.00	\$	71,500.00
C8	TAPPING SLEEVE AND JOINT, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1.00	\$	10,000.00	\$	10,000.00
C9	SAFETY FRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	7,348.00	\$	0.50	\$	3,674.00
C10	TESTING (HYDROSTATIC & COMPRESSION)	LF	7,348.00	\$	0.10	\$	734.80
C11	30" PIPE AND STEEL ENCASEMENT	LS	1.00	\$	10,000.00	\$	10,000.00
C12	CASING SPACER	EA	25.00	\$	100.00	\$	2,500.00
C13	EXCAVATE BORE PITS	LS	1.00	\$	8,000.00	\$	8,000.00
C14	1" WATER SERVICE	EA	1.00	\$	1,400.00	\$	1,400.00
	SUBTOTAL WATER					\$	757,981.54

	WASTEWATER						
D1	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER 10' DEEP AND GREATER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,334.00	\$	50.39	\$	319,170.26
D2	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	21.00	\$	2,185.89	\$	45,903.69
D3	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	67.00	\$	2,714.94	\$	181,900.98
D4	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, ALL DEPTHS INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	42.00	\$	5,027.81	\$	211,170.54
D5	4' DIAMETER DROP CONCRETE WASTEWATER MANHOLE, INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2.00	\$	8,253.42	\$	16,506.84
D6	5' DIAMETER DROP CONCRETE WASTEWATER MANHOLE, INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	5.00	\$	12,408.72	\$	62,043.60
D7	CONNECT TO EXISTING MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2.00	\$	4,182.52	\$	8,325.04
D8	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,334.00	\$	1.08	\$	6,840.72
D9	TESTING	LF	6,334.00	\$	2.04	\$	12,921.36
	SUBTOTAL WASTEWATER					\$	864,783.03

	STREETLIGHTS						
A10	STREET LIGHTS INCLUDING CONDUIT, METER AND ALL APPURTENANCES, PER EACH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1.00	\$	291,545.63	\$	291,545.63
	SUBTOTAL STREETLIGHTS					\$	291,545.63

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

'
'

Date: August 15, 2022

Developer: Bryson MPC Holdings, LLC.

Contractor/Material
Provider ("Affiant"): Liberty Civil Construction, LLC.

Project: **Bryson Phase 8, 9 & 12 Public Improvements Construction
Plans (21-TOD-PICP-008)**

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

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

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

Initialed: _____



SUBSCRIBED AND SWORN TO BY Affiant on this 15 day of August, 2022.

AFFIANT:

Signature: _____

Typed Name: Steve Loudon

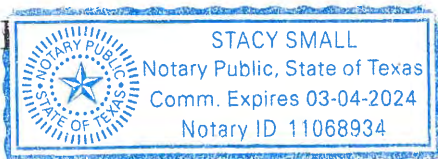
Title: Director of Project Management

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared, Steve Louden, 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 15th day of August, 2022.

[S E A L]




Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2024

Initialed:

ATTACHMENT "E"

CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE OF LIENS

THE STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Bryson Phase 8, 9 & 12

Job No. 21042

BEFORE ME, the undersigned authority, on this day personally appeared Steve Loudon, Director of Project Management of Liberty Civil Construction, a limited liability company (the "Contractor"), who, being first duly sworn by me, upon oath deposes and says that:

1. Affiant is duly authorized to make this affidavit and agreement on behalf of Contractor and is fully and personally cognizant of all facts and matters herein stated.
2. The Contractor has been paid in full for all labor, services, equipment, or materials furnished to the property or to Bryson MPC Holdings, LLC (person with whom signer contracted) on the property of Bryson MPC Holdings, LLC (owner) located at City of Leander, Williamson County, Texas to the following extent: **Bryson Phase 8, 9 & 12 Public Improvement Construction Plans Project #21-TOD-PICP-008 for City of Leander, Williamson County, Texas.**
3. The Contractor therefore waives and releases 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 singer's position.
4. The Contractor warrants that it has already paid or will use the funds received from this payment to promptly pay in full all of the Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

[The signature page follows.]

EXECUTED this 15 day of August, 2022.

Liberty Civil Construction, LLC.

By: [Signature]
Name: Steve Loudon
Title: Director of Project Management

SWORN TO AND SUBSCRIBED by Steve Loudon, Director of Project,
Management of Liberty Civil Construction, a limited liability company before
me this 15 day of August, 2022, to certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC,
STATE OF Texas

My commission expires: 03/04/2024



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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

BACKGROUND:

The public infrastructure improvements required for the Horizon Lake subdivision Phase 4, Section 2 subdivision have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this subdivision have 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 1, 2022, which will provide warranty and maintenance coverage for the public infrastructure improvements through September 1, 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 above project.

PRESENTER:

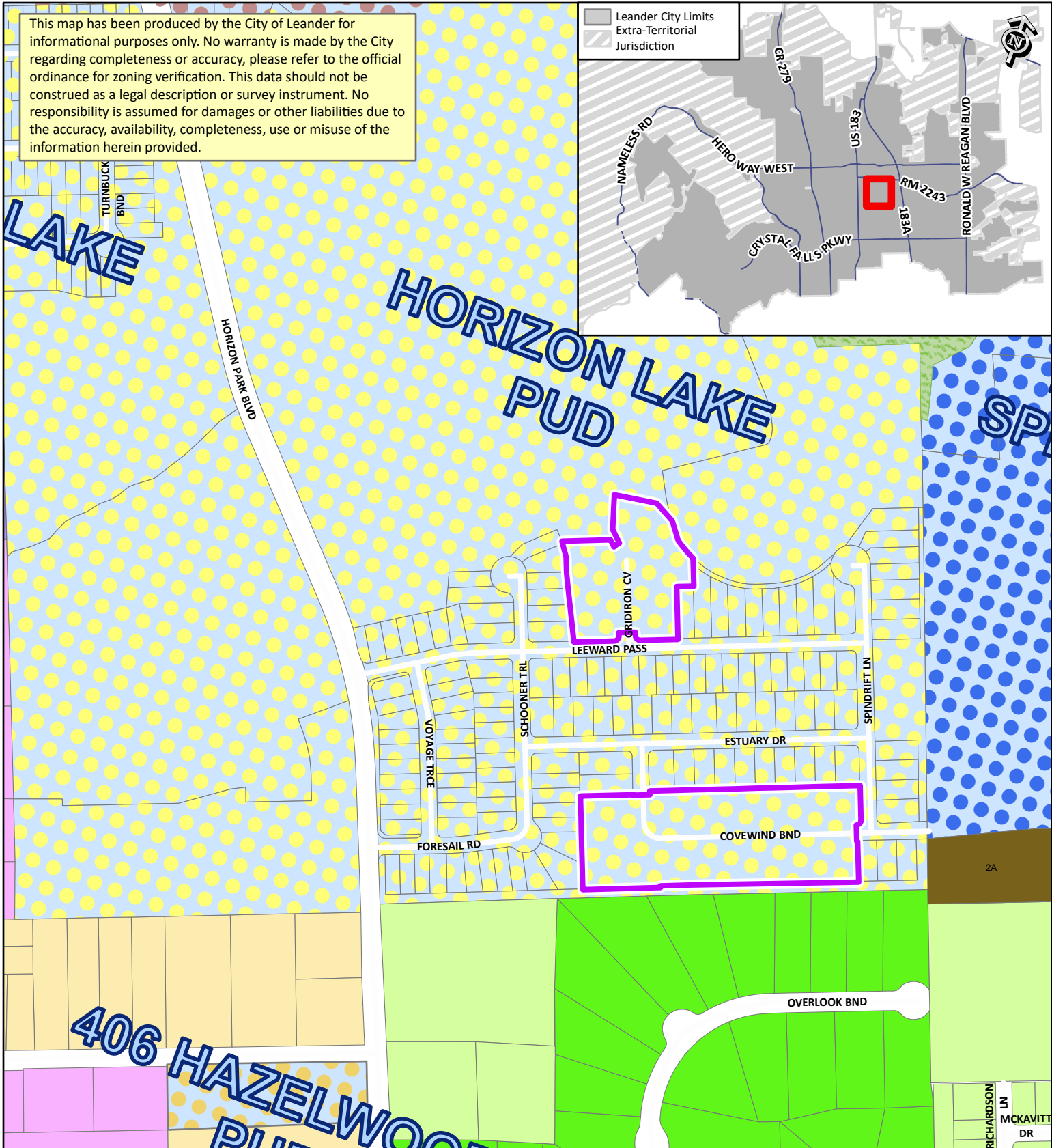
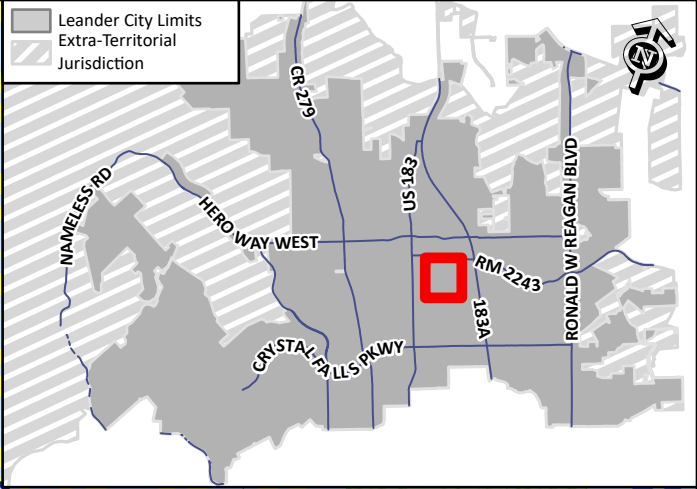
Ross E. Blackketter, P.E., City Engineer

Attachments

1. Acceptance Docs Horizon Lake Ph 4 Sec 2

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

Leander City Limits
Extra-Territorial Jurisdiction



SUBDIVISION ACCEPTANCE

Location Map: Horizon Lake Ph 4 Sec 2 21-PICP-015



City Limits



Acceptance Area



RESIDENTIAL

- SFE - Single-Family Estate
- SFU - Single-Family Urban
- SFU/MH - Single-Family Urban/Manufactured Home
- MF - Multi-Family

RETAIL / COMMERCIAL

HC - Heavy Commercial

INDUSTRIAL

HI - Heavy Industrial

PUD LAND USE

- PUD - Single-Family
- PUD-CH



PUD - Mixed Use



PUD - Local Commercial

SECTORS

- OS - Open Space
- CD - Conventional Sector



0 200 400
Feet



April 14, 2022

Mike Moyer
Taylor Morrison of Texas, Inc.
810 Hesters Crossing Rd. Suite 235
Round Rock, Texas 78681

TDLR Project Number: TABS2021016306

PROJECT:

Horizon Lake Phase 4, Section 2
Northeast of Hazelwood and Horizon Park
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear Mike:

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Arturo Pinero', with a stylized flourish at the end.

Arturo Pinero, RAS #1551

cc: Pape-Dawson Engineers, Inc.

May 4, 2022

Ross Blacketter, P.E.
City of Leander City Engineer
P.O. Box 319
Leander, TX 78646

RE: Horizon Lake Phase 4, Section 2- Subdivision Improvements
App. No.: 21-PICP-015
Engineer's Concurrence

Dear Mr. Blacketter,

This letter is to inform you that I, and/or my designated representative, have made a final visual observation of the above referenced project. I have also visited the site during construction and observed the installation of street, drainage, water, and wastewater improvements. Based on these observations, I hereby certify that these improvements were completed in substantial conformance with the approved plans and specifications.

Please feel free to contact me if you need any additional information or have any further questions.

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

Michael Fisher, P.E.
Senior Vice President



H:\Projects\510\95\03\301 Construction Documents\Documents\Plan Processing\Concurrence Letter\HORIZON LAKE PH 4 SEC 2 - ENGINEERS CONCURRENCE.docx

May 3, 2022

Sarvesh Dhakal, P.E.
Engineer
201 N. Brushy Street
Leander, Texas 78646

RE: Horizon Lake Phase 4, Section 2
App. No.: 21-PICP-015
Final Cost Certification

Dear Mr. Dhakal:

Following is the information as applicable for items that will be owned and maintained by the City within this project:

Final Plat Legal Name as Recorded: Horizon Lake Phase 4, Section 2.
Name on Approved Construction Documents: Horizon Lake Phase 4, Section 2.
Name on Bank Bond for Fiscal Posting: Horizon Lake Phase 4, Section 2 Public Improvements Construction Plans (21-PICP-015).

COST SUMMARY

Street Improvements:	\$173,324.75
Water Improvements:	\$109,743.50
Wastewater Improvements:	\$120,870.95
Erosion and Sedimentation Control Improvements:	\$ 23,013.75
Drainage Improvements:	\$ 91,866.00
Streetlight Improvements:	\$ 52,270.00
TOTAL:	\$571,088.95

MAINTENANCE BOND

Total Improvements	\$571,088.95
Maintenance Bond (10%)	\$57,108.90

INSPECTION FEES

Total Cost of Improvements	\$571,088.95
3.5% Inspection Fees Owed to City	\$ 19,988.11
Inspection Fees Paid at Submittal	\$ 16,283.90
Inspection Fees Owed to City	\$ 3,704.21

ENGINEER'S CONTACT INFORMATION

Michael Fisher, P.E.

Pape-Dawson Engineers

10801 N. Mopac Expressway. Building 3, Suite 200

Austin, TX 78759

mfisher@pape-dawson.com

(512) 454-8711

Please call if you have any questions.

Sincerely,

Pape-Dawson Engineers, Inc.

Texas Board of Professional Engineers, Firm Registration # 470



Michael Fisher, P.E.
Senior Vice President



H:\Projects\510\95\03\301 Construction Documents\Documents\Plan Processing\City\Closeout\Maintenance Bond\220307 Horizon Lake Phase 4, Section 2 - Development Cost Letter.docx

FINAL BILLS PAID AFFIDAVIT AND WAIVER OF LIEN

STATE OF TEXAS

COUNTY OF Williamson

Date: 3/8/2022

Developer: Taylor Morrison at Texas Inc.

Contractor/Material

Provider ("Affiant"): J L Craig Construction Inc.

Project : Horizon Lake Phase 4, Section 2 – Public Improvements (21-PICP-015)

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 8th day of March, 2022.

Initialed: C✓

AFFIANT:

Signature: 

Typed Name: Cole Kenyan

Title: Project Manager

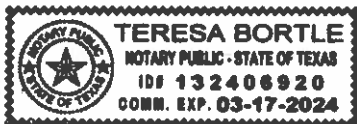
STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Cole Kenyan, 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 8th day of March 2022

[S E A L]




Notary in and for the State of Texas

Name: Teresa Bortle

My commission expires:
03-17-2024

Initialed: CK

**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 Seguros 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.

MAINTENANCE BOND
Subdivision Improvements

Bond #204920F

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 Fifty-Seven Thousand One Hundred Eight And 90/100 Dollars (\$57,108.90) 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 Horizon Lake Phase 4, Section 2 Public
Improvements Construction Plans (21-PICP-015) (the "improvements") pursuant to the
ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though
the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 14th day of March, 20 22.

JL Gray Construction, Inc.
Principal

By: 

Title: President

Address: 408 Fannin Avenue

Round Rock, TX 78664

Westfield Insurance Company
Surety

By: 

Title: Attorney-in-Fact

Address: 2255 Ridge Road, Suite 333

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)

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

Gary W. Stumper

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

State of Ohio
County of Medina ss.:

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



David A. Kotnik

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

State of Ohio
County of Medina ss.:

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 14th day of March A.D., 2022.



Frank A. Carrino Secretary

Frank A. Carrino, Secretary



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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

BACKGROUND:

The public infrastructure improvements required for Northline Phase 1 and Northline Blocks S, T, & U have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this subdivision have 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 1, 2022, which will provide warranty and maintenance coverage for the public infrastructure improvements through September 1, 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:

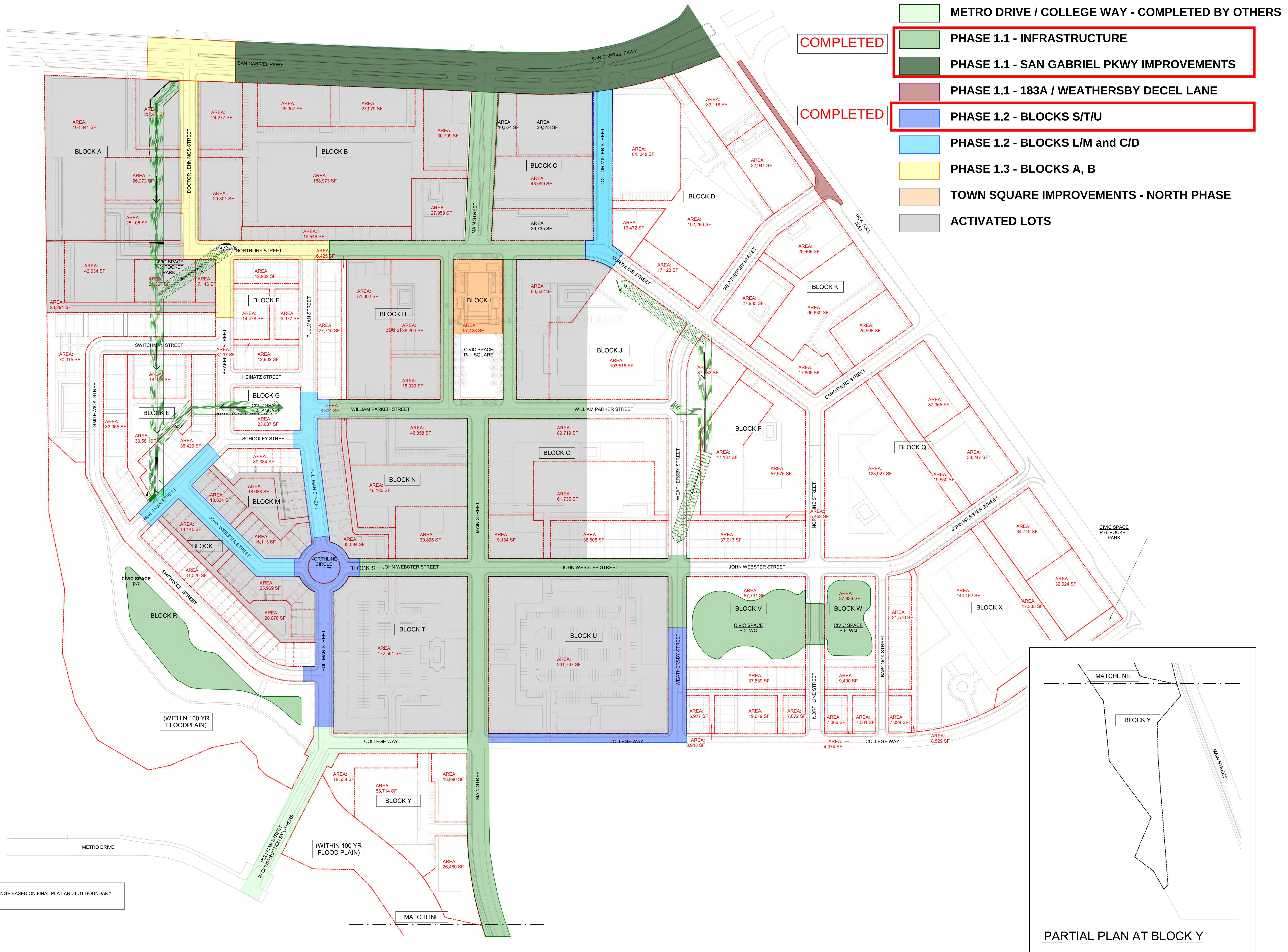
Staff recommends City Council's formal acceptance of the infrastructure improvements for the above project.

PRESENTER:

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

Attachments

1. Acceptance Docs Northline Ph 1 & Blks S, T, U

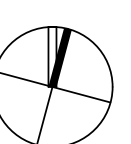


LOT AREAS

NORTHLINE



DAVID M. SCHWARZ ARCHITECTS



0' 50' 100' 200'
SCALE: 1" = 100'-0"

09/10/19



DEMING DESIGNS & ASSOCIATES

Registered Accessibility Specialists

DESIGN • CONSULTATION • PLAN REVIEWS • INSPECTIONS

16222 Crystal Hill Dr | Austin, TX | 78737

August 15, 2022

Mr Alex Tynberg
Northline Leander Development Company
2501 Tarryhill Pl
Austin, Texas 78703

RE: Northline Phase 1
Northline
San Gariel Pkwy & Mel Mathis
Leander, Texas 78641

Project Number:
TABS2020002868

INSPECTION COMPLETED - VIOLATIONS PENDING

Dear Mr Tynberg:

The inspection is complete and the results are enclosed. A copy of the results of the inspection will be forwarded to the Texas Department of Licensing and Regulation. The non-complying items noted on the enclosed inspection report must be corrected and written verification of completed corrections must be furnished to this office within 270 calendar days from the date of this letter. If compliance cannot be accomplished within the specified time, please contact this office as soon as possible.

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 questions or need further assistance, or if you are not the owner of record of this facility, contact Robert Ronson at 512-787-3687 or robert@deming-designs.com.

Please reference project number TABS2020002868 in all correspondence pertaining to this project.

Sincerely,

Robert Ronson RAS # 16

Enclosures

The review and/or inspection is based on a best effort endeavor to assist toward compliance.

Technical and Construction Compliance (512) 940-4226 • Project Administration (512) 940-4206

info@deming-designs.com • www.deming-designs.com

Project Number: TABS2020002868
Project Name: Northline Phase 1
Facility: Northline
Address: San Gariel Pkwy & Mel Mathis
Leander, Texas 78641



Owner: Northline Leander Development Company
Owner Contact: Alex Tynberg
Owner Address: 2501 Tarryhill Pl
Austin, Texas 78703

Project Description: Construction of roads, on street parking, drainage, and utilities for the first phase of a 120 mixed use planned unit development
Start Date: January 2, 2020
Estimated Completion Date: December 31, 2022
Estimated Cost: \$17,000,000

RAS: Robert Ronson; **RAS #:** 16

Inspection date: August 13, 2022
Report date: August 15, 2022

Inspection Report

General Notes:

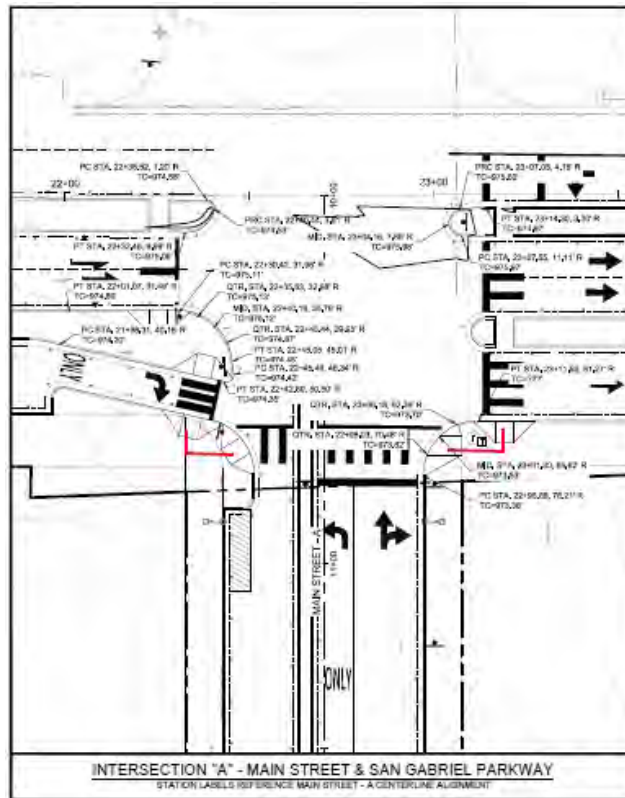
Any sidewalks planned along the sides of the streets and not constructed are excluded from this inspection.

Violation: R204 Pedestrian Access Routes

R204.2 Sidewalks.

A pedestrian access route shall be provided within sidewalks and other pedestrian circulation paths located in the public right-of-way. The pedestrian access route shall connect to accessible elements, spaces, and facilities required by this document and to accessible routes required by section 206.2.1 of appendix B to 36 CFR part 1191 or section F206.2.1 of appendix C to 36 CFR 1191 that connect building and facility entrances to public streets and sidewalks.

Comment: The sidewalk sections that connect the curb ramp landings at the corner of the intersections should be constructed as there is no accessible route between them (see the markings in red on the attached example).



Acceptable: R207 Curb Ramps and Blended Transitions
R207.1 General.

Acceptable: R208 Detectable Warning Surfaces.
R208.1 Where Required.

Violation: R214 On-Street Parking Spaces
Where on-street parking is provided on the block perimeter and the parking is marked or metered, accessible parking spaces complying with R309 shall be provided in accordance with Table R214. Where parking pay stations are provided and the parking is not marked, each 6.1 m (20.0 ft) of block perimeter where parking is permitted shall be counted as one parking space.

Advisory R214 On-Street Parking Spcaces. The MUTCD contains provisions for marking on-street parking spaces (see section 3B.19). Metered parking includes parking metered by parking pay stations. Where parking on part of the block perimeter is altered, the minimum number of accessible parking spaces required is based on the total number of marked or metered parking spaces on the block perimeter.

Comment: There are parking spaces provided along the south end of Main Street - where parking spaces are provided accessible spaces should also be provided in compliance with 208.2 (eg. as already provided on College Way).

Table R214 on-Street Parking Spaces

Total Number of Marked or Metered Parking Spaces on the Block Perimeter	Minimum Required Number of Accessible Parking Spaces
1 to 25	1
26 to 60	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 and over	4% of total



Main Street



College Way

Acceptable: R304 Curb Ramps and Blended Transitions.
R304.1 General.

Violation: R309 On-Street Parking Spaces.
R309.2 Parallel Parking Spaces.
Parallel parking spaces shall comply with R309.2.

Advisory R309.2 Parallel Parking Spaces. The sidewalk adjacent to accessible parallel parking spaces should be free of signs, street furniture, and other obstructions to permit deployment of a van side-lift or ramp or the vehicle occupant to transfer to a wheelchair or scooter. Accessible parallel parking spaces located at the end of the block face are usable by vans that have rear lifts and cars that have scooter platforms.

Comment: No accessible spaces were observed.

End of Report



August 18, 2022

30205773.00

City of Leander
P.O. Box 319
Leander, Texas 78646

RE: Engineer's Concurrence Letter
Northline – Phase 1 (full scope)
Southwest Corner of 183A Toll Road & San Gabriel Parkway
Leander, Williamson County, Texas 78641

COL Case No. **19-TOD-PICP-032**

To Whom It May Concern:

On August 18, 2022, I or a representative from my firm made a final visual inspection of the above referenced project. I, Joel Blok, the undersigned professional engineer (No. 123800), have also visited the site during construction and observed that the public roadways, curb and gutter, sidewalk ramps, wet utilities, dry utilities, drainage infrastructure, ponds, signage, striping, and all other items in the above-referenced project were constructed per the approved plans with insignificant deviation.

No discrepancies from the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the Subdivision Ordinance and Composite Zoning Ordinance.

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

I trust that this letter is sufficient for its intended purpose of conveying to your office that, per my office's observation, the above referenced portions of the project have been sufficiently completed. Should you have any questions, please don't hesitate to contact our office.

Sincerely,

WGI
Texas Engineering Firm No. F-15085

Joel Blok, PE
Market Leader

Enclosures:
[none]



Design Workshop, Inc.

Landscape Architecture

Planning

Urban Design

812 San Antonio Street

Suite 401

Austin, TX 78701

512.499.0222

512.499.0229 fax

designworkshop.com

August 12, 2022

Robin M. Griffin, AICP
Executive Director of Development Services
201 N. Brushy Street

Leander, Texas 78641

(512) 528-2763; rgriffin@leandertx.gov

Project Name: Northline Phase 1.1
Project Address: Southwest Corner of 183A & San Gabriel Parkway
Permit Number: 19-TOD-PICP-032

RE: Northline East and West Ponds Concurrence Letter

Dear Mr. Robin,

Please accept this letter as Design Workshop's formal landscape architecture concurrence for the East and West Ponds at Northline. On August 12, 2022, the undersigned Professional Landscape Architect made a final observation of the improvements for this project. I have visited the site during construction and have found the work to be in substantial compliance per the approved plan that was established between Oteka's Water Design and Design Workshop. This observation was made visually, with specific regards to aquatic planting. Pond details, including all the pond plantings have been built and installed per City-approved plans. Pond Planting installer, Oteka's Water Design, Inc, met the requirements of the approved plans. Please reference the attached two Oteka's Water Design submittal letters as exhibits.

I, therefore, verify the adequate conformity of the following items: aquatic planting.

Respectfully,



Claire Hempel, PLA, AICP-CUD, LEED Green Associate



OTEKA'S WATER DESIGN, INC.
201 LIBERTY HILLS LANE
LIBERTY HILL, TEXAS 78642
512-917-1151 CELL
MCCLAIN201@SBCGLOBAL.NET

August 31, 2020

Mr. Alex Tynberg

Northline Leander Development Company, LLC

Re: Submittal Letter for Northline East Wet Pond

Dear Alex: This project requires a minimum of 1,999 plants and I have detailed my recommended list below. The plans also call for 315 Gambusia Affins. They will be harvested from a nearby pond we maintain in Liberty Hill.

Pond Edge Zone 40% 796 required

300 Spikerush, 6" variety, Eleocharis montevidensis
150 Water (Fuzzy) clover, Marsilea macropoda
100 Horsetail, Equisetum laevigatum (hyemale)
106 Carex
140 Pennywort

Marsh Zone 40% 796 required

120 Sagittaria lanceifolia (Arrowhead)
100 Iris (virginica), purple
180 Pickerel Rush, Pontederia cordata
80 American Water Willow, Justicia americana
180 Shoenpectus Amerianus
140 Spikerush, Quadrangulata

Deep Water Zone 20% 398 of these will be located throughout the deep basin areas

199 Common Pond Weed, Potamogeton pectinatus
199 S. Guadalupensis Nalad, Najas guadalupensis

Please call with any questions or concerns regarding this information.

Regards,



Oteka McClain

OTEKA'S WATER DESIGN, INC.
201 LIBERTY HILLS LANE
LIBERTY HILL, TEXAS 78642
512-917-1151 CELL
MCCLAIN201@SBCGLOBAL.NET

August 31, 2020

Mr. Alex Tynberg

Northline Leander Development Company, LLC

Re: Submittal Letter for Northline West Wet Pond

Dear Alex: This project requires a minimum of 1,978 plants and I have detailed my recommended list below. The plans also call for 305 Gambusia Affins. They will be harvested from a nearby pond we maintain in Liberty Hill.

Pond Edge Zone 40% 788 required

300 Spikerush, 6" variety, Eleocharis montevidensis
150 Water (Fuzzy) clover, Marsilea macropoda
92 Horsetail, Equisetum laevigatum (hyemale)
106 Carex
140 Pennywort

Marsh Zone 40% 788 required

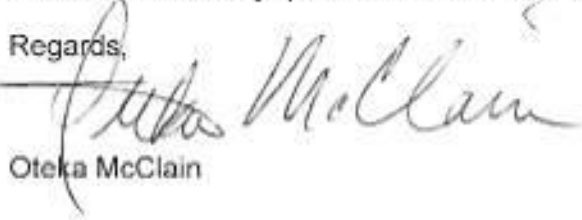
120 Sagittaria lanceifolia (Arrowhead)
92 Iris (virginica), purple
180 Pickerel Rush, Pontederia cordata
80 American Water Willow, Justicia americana
180 Shoenoplectus Amerianus
140 Spikerush, Quadrangulata

Deep Water Zone 20% 394 of these will be located throughout the deep basin areas

197 Common Pond Weed, Potamogeton pectinatus
197 S. Guadalupensis Naiad, Najas guadalupensis

Please call with any questions or concerns regarding this information.

Regards,



Oteka McClain



August 18, 2022

30174055.02

City of Leander
P.O. Box 319
Leander, Texas 78646

RE: Engineer's Concurrence Letter
Northline – Blocks S, T, & U (full scope)
Southwest Corner of 183A Toll Road & San Gabriel Parkway
Leander, Williamson County, Texas 78641

COL Case No. **20-TOD-PICP-050**

To Whom It May Concern:

On August 18, 2022, a representative from my firm made a final visual inspection of the above referenced project. I, Joel Blok, the undersigned professional engineer (No. 123800), have also visited the site during construction and observed that the public roadways, curb and gutter, sidewalk ramps, wet utilities, dry utilities, drainage infrastructure, signage, striping, and all other items in the above-referenced project were constructed per the approved plans with insignificant deviation.

No discrepancies from the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the Subdivision Ordinance and Composite Zoning Ordinance.

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

I trust that this letter is sufficient for its intended purpose of conveying to your office that, per my office's observation, the above referenced portions of the project have been sufficiently completed. Should you have any questions, please don't hesitate to contact our office.

Sincerely,

WGI
Texas Engineering Firm No. F-15085

Joel Blok, PE
Market Leader

Enclosures:
[none]





August 18, 2022

Mr. Ross Blackketter, PE
City Engineer, City of Leander
201 N Brushy Street
Leander, Texas 78641
(512) 528-2797; RBlackketter@leandertx.gov

Re: **Northline Phase 1 Cost Summary**
Northline – Phase 1 (COL Case 19-TOD-PICP-032)
Southwest Corner of 183A Toll Road & San Gabriel Parkway
City of Leander, Williamson County, Texas 78641

Dear Mr. Blackketter,

The purpose of this letter is to provide a summary of the final costs for public improvements installed by the Project Contractor (DeNucci Constructors) in the Northline – Phase 1 Project at the address above.

The following information applies to this Project:

- Final Plat Legal Name as Recorded: **Northline First Rights of Way and Lot 1, Block I**
- Name on Approved Construction Documents: **Northline – Phase 1 (COL Case 19-TOD-PICP-032)**
- Name on Bank Bond for Fiscal Posting: **Northline – Phase 1 (COL Case 19-TOD-PICP-032)**

The final project costs are summarized in the tables below along with the anticipated 10% maintenance bond value.

COST CATEGORY	NORTHLINE - PHASE 1 (19-TOD-PICP-032)		
	CITY IMPROVEMENTS	DEVELOPER IMPROVEMENTS	TOTAL
STREETS	\$ 3,605,412.16	\$ 1,554,768.51	\$ 5,160,180.67
DRAINAGE	\$ 7,235,448.84	\$ 240,417.52	\$ 7,475,866.36
WATER	\$ -	\$ 800,941.49	\$ 800,941.49
WASTEWATER	\$ -	\$ 680,519.06	\$ 680,519.06
RECLAIMED WATER	\$ -	\$ 563,421.34	\$ 563,421.34
DRY UTILITIES	\$ -	\$ 2,866,503.36	\$ 2,866,503.36
OVERALL TOTAL	\$ 10,840,861.00	\$ 6,706,571.28	\$ 17,547,432.28
		10% Maintenance Bond	\$ 1,754,743.23

A detailed breakout of the itemized costs is furnished in the attached final pay applications (City #28 and Developer #29).

Please do not hesitate to reach out to our office with any questions or requests for clarification.

Respectfully submitted,
WGI, Inc. (Firm Registration F-15085)

Joel Blok, P.E.
Market Leader
Joel.Blok@WGInc.com





August 18, 2022

Mr. Ross Blackketter, PE
City Engineer, City of Leander
201 N Brushy Street
Leander, Texas 78641
(512) 528-2797; RBlackketter@leandertx.gov

Re: **Northline Phase 1 Cost Summary**
Northline – Blocks S, T, & U (COL Case 20-TOD-PICP-050)
Southwest Corner of 183A Toll Road & San Gabriel Parkway
City of Leander, Williamson County, Texas 78641

Dear Mr. Blackketter,

The purpose of this letter is to provide a summary of the final costs for public improvements installed by the Project Contractor (DeNucci Constructors) in the Northline – Blocks S, T, & U Project at the address above.

The following information applies to this Project:

- Final Plat Legal Name as Recorded: **Northline Blocks S, T and U**
- Name on Approved Construction Documents: **Northline – Blocks S, T, & U (COL Case 20-TOD-PICP-050)**
- Name on Bank Bond for Fiscal Posting: **Northline – Blocks S, T, & U (COL Case 20-TOD-PICP-050)**

The final project costs are summarized in the tables below along with the anticipated 10% maintenance bond value.

NORTHLINE - BLOCKS S/T/U (20-TOD-PICP-050)			
COST CATEGORY	CITY IMPROVEMENTS	DEVELOPER IMPROVEMENTS	TOTAL
STREETS	\$ -	\$ 608,578.48	\$ 608,578.48
DRAINAGE	\$ -	\$ 294,270.56	\$ 294,270.56
WATER	\$ -	\$ 285,192.55	\$ 285,192.55
WASTEWATER	\$ -	\$ 150,256.96	\$ 150,256.96
RECLAIMED WATER	\$ -	\$ 69,932.12	\$ 69,932.12
DRY UTILITIES	\$ -	\$ 455,798.45	\$ 455,798.45
OVERALL TOTAL	\$ -	\$ 1,864,029.12	\$ 1,864,029.12
		10% Maintenance Bond	\$ 186,402.91

A detailed breakout of the itemized costs is furnished in the attached final pay applications (City #28 and Developer #29).

Please do not hesitate to reach out to our office with any questions or requests for clarification.

Respectfully submitted,
WGInc. (Firm Registration F-15085)

Joel Blok, P.E.
Market Leader
Joel.Blok@WGInc.com





August 18, 2022

Mr. Ross Blackketter, PE
City Engineer, City of Leander
201 N Brushy Street
Leander, Texas 78641
(512) 528-2797; RBlackketter@leandertx.gov

Re: **Northline Phase 1 and Blocks S/T/U Summary of Developer Costs and PICP Application Inspection Fees Outstanding**
Northline – Phase 1 (COL Case 19-TOD-PICP-032)
Northline – Blocks S, T, & U (COL Case 20-TOD-PICP-050)
Southwest Corner of 183A Toll Road & San Gabriel Parkway
City of Leander, Williamson County, Texas 78641

Dear Mr. Blackketter,

The purpose of this letter is to provide a summary of the final costs for Developer improvements and an estimate of the outstanding PICP application inspection fees remaining for infrastructure installed by the Project Contractor (DeNucci Constructors) in the Northline – Phase 1 Project and Northline – Blocks S, T, & U Project at the address above.

The final project costs are summarized in the tables below. In each case, the total cost of developer improvements is highlighted with red text. These represent the basis for the PICP application inspection fees (3.5% of the highlighted total).

NORTHLINE - PHASE 1 (19-TOD-PICP-032)			
COST CATEGORY	CITY IMPROVEMENTS	DEVELOPER IMPROVEMENTS	TOTAL
STREETS	\$ 3,605,412.16	\$ 1,554,768.51	\$ 5,160,180.67
DRAINAGE	\$ 7,235,448.84	\$ 240,417.52	\$ 7,475,866.36
WATER	\$ -	\$ 800,941.49	\$ 800,941.49
WASTEWATER	\$ -	\$ 680,519.06	\$ 680,519.06
RECLAIMED WATER	\$ -	\$ 563,421.34	\$ 563,421.34
DRY UTILITIES	\$ -	\$ 2,866,503.36	\$ 2,866,503.36
OVERALL TOTAL	\$ 10,840,861.00	\$ 6,706,571.28	\$ 17,547,432.28

NORTHLINE - BLOCKS S/T/U (20-TOD-PICP-050)			
COST CATEGORY	CITY IMPROVEMENTS	DEVELOPER IMPROVEMENTS	TOTAL
STREETS	\$ -	\$ 608,578.48	\$ 608,578.48
DRAINAGE	\$ -	\$ 294,270.56	\$ 294,270.56
WATER	\$ -	\$ 285,192.55	\$ 285,192.55
WASTEWATER	\$ -	\$ 150,256.96	\$ 150,256.96
RECLAIMED WATER	\$ -	\$ 69,932.12	\$ 69,932.12
DRY UTILITIES	\$ -	\$ 455,798.45	\$ 455,798.45
OVERALL TOTAL	\$ -	\$ 1,864,029.12	\$ 1,864,029.12



The tables below summarize the total outstanding fee (highlighted in yellow) for each subject Project. Initial fees of no less than 3.5% were paid on the original estimated cost of Developer improvements for each Project; the outstanding balance is based on 3.5% of the actual final cost of Developer improvements, less the previously posted fees.

Phase 1.1 ("Northline – Phase 1", 19-TOD-PICP-032)	
Original Estimate Cost	\$3,674,728.00
3.50%	\$128,615.48
Previously Paid by NLDC (includes additional \$0.25)	\$128,615.73
Actual Cost	\$6,706,571.28
3.50%	\$234,729.99
Remaining Due (3.5% of Actual Cost less Previously Paid)	\$106,114.26
Phase 1.2 STU ("Northline – Blocks S, T, & U", 20-TOD-PICP-050)	
Original Estimate Cost	\$1,392,188.00
3.50%	\$48,726.58
Previously Paid by NLDC (includes additional \$249.99)	\$48,976.57
Actual Cost	\$1,864,029.12
3.50%	\$65,241.02
Remaining Due (3.5% of Actual Cost less Previously Paid)	\$16,264.45

Please do not hesitate to reach out to our office with any questions or requests for clarification.

Respectfully submitted,
WGI, Inc.

Joel Blok, P.E.
 Market Leader



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

STATE OF TEXAS
COUNTY OF Travis

Date: 8/18/2022

Owner(s): Northline Leander Development Company, LP
City of Leander

Contractor/Material
Provider ("Affiant"): DeNucci Constructors, LLC

Project : Northline - Phase 1 19-TOD-PICP-032
Northline - STU 20-TOD-PICP-050

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

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

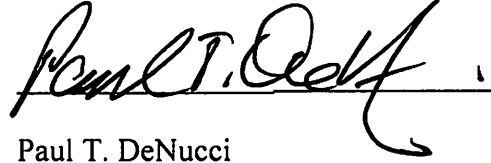
Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were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

Initialed: 

SUBSCRIBED AND SWORN TO BY Affiant on this 18th day of August , 2022.

AFFIANT:

Signature:



Typed Name: Paul T. DeNucci

Title: Manager

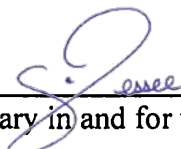
STATE OF TEXAS '

COUNTY OF Travis '

BEFORE ME the undersigned authority on this day personally appeared Paul T. DeNucci, 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 20th day of July , 2020.

[S E A L]


Notary in and for the State of Texas

Name: Christy Jessee

My commission expires:
January 21, 2024

Initialed: 

MAINTENANCE BOND
Subdivision Improvements

Bond No. 022232119

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Denucci Constructors, LLC as Principal, whose address is 8310-1 Capital of Texas Highway N., Suite 275, Austin, TX 78731 and Liberty Mutual Insurance Company a Corporation organized under the laws of the State of Massachusetts, 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 Oblige, in the penal sum of One Hundred Eighty-Six Thousand Four Hundred Two and 91/100s Dollars (\$ 186,402.91) 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 City Improvements, including Streets, Mobilization, Drainage, SWPPP, and other, including all change orders, and Developer Improvements, including Water, Wastewater, Dry Utilities, Reclaimed Water, Developer Improvements General, and other, including all change orders, within scopes of work for Northline-Phase 1 as per Plans Northline - Blocks S, T, & U 20-TOD-PICP-080.

(the "improvements") pursuant to the ordinances of the Oblige, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Oblige requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Oblige, 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 Oblige's ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Oblige for all loss that the Oblige 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 Oblige 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 Oblige may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of two years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all defective conditions

arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

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

Denucci Constructors, LLC

Principal

By:

Paul T. Duff

Title:

MANAGER

Address: 8310-1 Capital of Texas Highway N., Suite 275

Austin, TX 78731

Liberty Mutual Insurance Company

Surety

By:

Sandra Lee Roney

Title:

Sandra Lee Roney, Attorney-in-Fact

Address: 175 Berkley Street

Boston, MA 02116

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

Troy Key, Mullis Newby Hurst

5057 Keller Springs Road, Suite 200, Addison, TX 75001

(Seal)



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

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

Certificate No: 8204825-022136

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Rose Crawford, Cheri Lynn Irby, Debra Lee Moon, John William Newby, Joshua D Trill, Sandra Lee Roney, Suzanne Elizabeth Niedzwiedz, Troy Russell Key

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of February, 2021.



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 20, 2025
Commission number 112904
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of August, 2022.



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

LMS-12873 LMC OCIC WAIC Mutl Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**TEXAS
IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR
POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

NP 70 68 09 01
LMS-15292 10/15

**TEXAS
AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://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 o 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.

MAINTENANCE BOND
Subdivision Improvements

Bond No. 022232114

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that **Donucci Constructors, LLC** as Principal, whose address is **8310-1 Capital of Texas Highway N., Suite 275, Austin, TX 78731** and **Liberty Mutual Insurance Company** a Corporation organized under the laws of the State of **Massachusetts**, 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 **One Million Seven Hundred Fifty-four Thousand Seven Hundred Forty-three and 23/100s** Dollars (**\$1,754,743.23**) 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 **City Improvements, including Streets, Mobilization, Drainage, SWPPP, and other, including all change orders, and Developer Improvements, including Water, Wastewater, Dry Utilities, Reclaimed Water, Developer Improvements General, and other, including all change orders, within scopes of work for Northline-Phase 1 as per Plans Northline - Phase 1 19-TOD-PICP-032,**
 (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

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

Denucci Constructors, LLC

Principal

By:

Paul T. Doff
Title: MANAGER

Liberty Mutual Insurance Company

Surety

By:

Sandra Lee Roney
Title: Sandra Lee Roney, Attorney-in-Fact

Address: 8310-1 Capital of Texas Highway N., Suite 275

Austin, TX 78731

Address: 175 Berkley Street

Boston, MA 02116

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

Troy Key, Mullis Newby Hurst

5057 Keller Springs Road, Suite 200, Addison, TX 75001

(Seal)



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

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

Certificate No: 8204826-022138

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Rose Crawford, Cheri Lynn Irby, Debra Lee Moon, John William Newby, Joshua D Trill, Sandra Lee Roney, Suzanne Elizabeth Niedzwiedz, Troy Russell Key

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of February, 2021.



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of August, 2022.



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

LMS-12873 LMC OCIC W/AIC M&M Go 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUP@libertymutual.com.



**TEXAS
IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR
POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

NP 70 68 09 01
LMS-15292 10/15

**TEXAS
AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://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 o 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.



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to 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.

BACKGROUND:

W6 Construction is requesting permission for construction activities to begin at 1:00 a.m. from September 9 through October 20 (weather dependent), for concrete pouring at the Havens at San Gabriel site (see attached request). W6 Construction will make every attempt to notify the tenants that are adjacent to the jobsite and they will also post 48-hour 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 W6 Construction for the Havens at San Gabriel job site.

PRESENTER:

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

Attachments

1. Request from W6 Construction
2. Location Map



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.



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: 8-31-22 Start Time: 2:00 am

Finish Date: 10-17-22 Finish Time: _____

Applicant Information:

Name: Ron Porch Company SCI Construction
Position: PM

Address: _____ Phone: 512-801-6445 E-mail: rporch@scitx.com

Contractor Information:

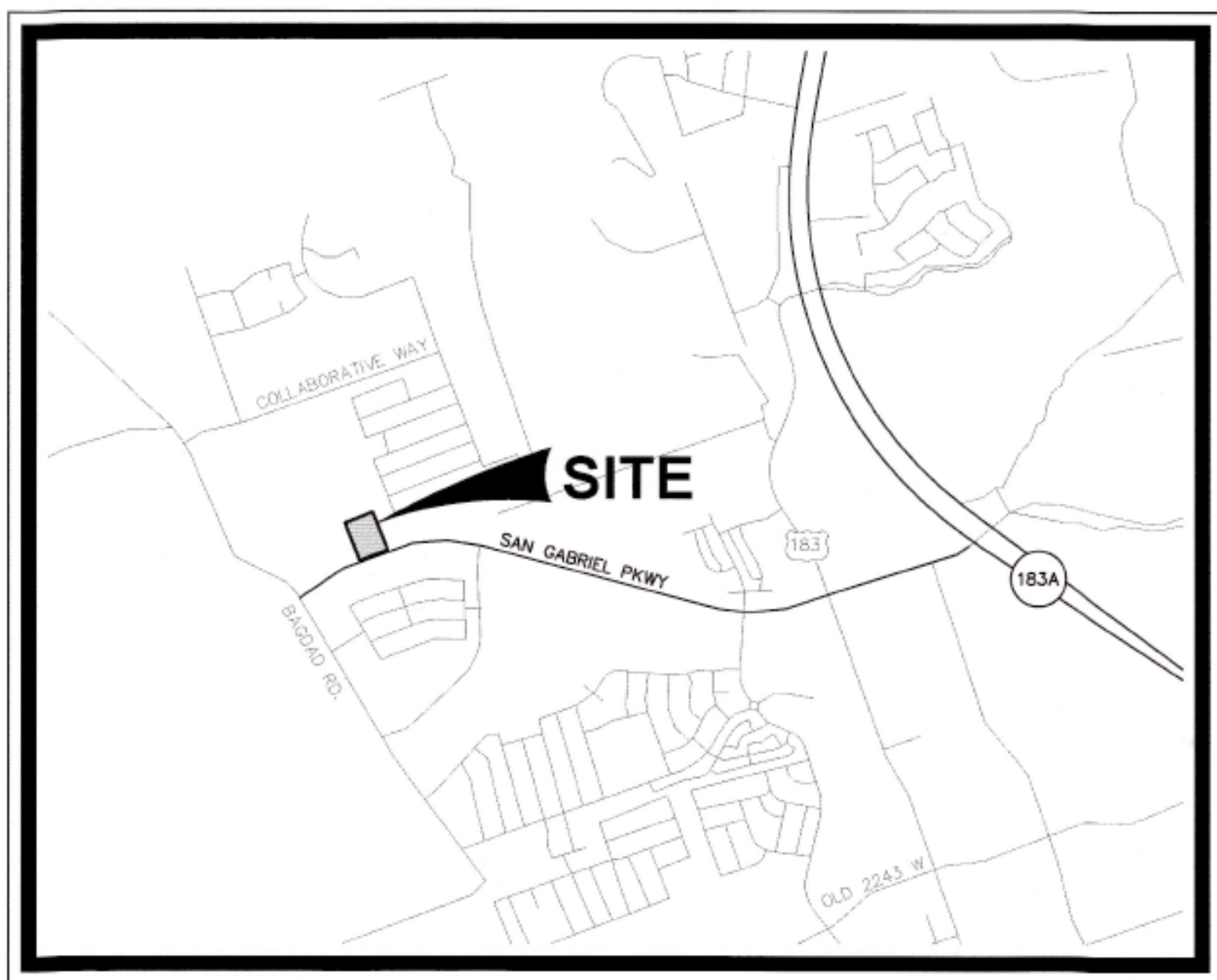
Name: Ron Porch Company SCI Construction Position: PM

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

HAVEN AT SAN GABRIEL

SITE DEVELOPMENT PLANS

Project Number 21-SD-029



LOCATION MAP

SCALE: 1"=2000'



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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.

BACKGROUND:

The City has conducted a traffic signal warrant study for the intersection of Bagdad Road and Collaborative Way, and it has come back warranted. Staff has requested a proposal for the design of the traffic signal at that location, and RPS responded with the attached.

They have requested \$188,330.00 to perform the design and construction phase services and expect the total project to take 52 weeks to complete.

RECOMMENDATION:

Staff recommends approval of Task Order RPS-19 in the amount of \$188,330.00 with RPS Infrastructure, Inc. for the design and construction phase services for a traffic signal at the intersection of Bagdad Road and Collaborative Way; and authorize the City Manager to execute all appropriate documentation.

PRESENTER:

Ross E. Blackketter, PE, City Engineer

Fiscal Impact

<u>Amount requested:</u>	\$188,330.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	CO Series 2022

Attachments

1. Task Order RPS-19
2. Signal Warrant Analysis Report

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. RPS-19

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

Intersection Improvements and Traffic Signal – Intersection of Bagdad Road and Collaborative Way

A. PROJECT DESCRIPTION

This Task Order provides for professional services for the development of intersection improvements and traffic signal design plans and Construction Phase Services for the intersection of Bagdad Road and Collaborative Way in Leander, Texas.

B. SCOPE OF SERVICES

The scope of services includes design, bidding and construction phase services to design a southbound left turn lane and traffic signal at the intersection of Bagdad Road and Collaborative Way. Details of these services are provided in the attached proposal.

C. DELIVERABLES

RPS will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the intersection improvements at the Bagdad Road and Collaborative Way intersection will be billed at an hourly not to exceed total of \$188,330. See attached Fee Schedule.

The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Design phase services are anticipated to take approximately twenty-six (26) weeks.

Design and construction phase services are anticipated to be completed within 18 months after notice to proceed.

RPS will begin work as soon as authorized to proceed.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest _____

Date _____

ACCEPTED:

RPS INFRASTRUCTURE, INC.

By  _____

Title Director of Transport Business

Attest  _____

Date 8/12/2022

August 12, 2022

4801 Southwest Parkway,
Parkway 2, Suite 150
Austin TX 78735
T +1 512 328 5771

Ross Blackketter, P.E.
City Engineer
City of Leander
201 N. Brushy Street
Leander, Texas 78641
(512) 528-2797
rblackketter@leandertx.gov

Dear Mr. Blackketter,

Re: Proposal for Intersection Improvements and Signal Design at the intersection of Bagdad Road and Collaborative Way, City of Leander, Texas

1 Introduction

Thank you for the opportunity to submit RPS Infrastructure's proposal for a traffic signal and southbound left turn design at the intersection of Bagdad Road and Collaborative Way. Below are details of the basic scope of services, deliverables, fee and schedule to complete the work. Additional data collection or design beyond what is described below may require additional fees.

2 Scope of Work

RPS will provide services that include design, bidding and construction phase services for the proposed traffic signal and southbound left turn lane design at the intersection of Bagdad Road and Collaborative Way. Details of these services are provided in the following sections.

2.1 Topographic Survey

2.1.1 RPS will engage a surveyor to perform a topographic survey of the project intersection. The surveyor will identify utilities, roadway, pavement markings, and ROW on the topographic survey. The intersection base sheet(s) for the project will be developed from the topographic survey. Survey will be obtained approximately 1,500-ft both north and south from the intersection along Bagdad Road. Survey will be obtained approximately 1,000-ft along Collaborative Way.

2.2 Meetings, Coordination and Site Visit

2.2.1 RPS anticipates two meetings (in-person or virtual).

- A Kick-off meeting with staff from both Engineering and Public Works
- A meeting after first design submittal to review comments and verify pole locations and potential conflicts with utilities

2.2.2 A site visit will be completed to verify survey and observe existing conditions and traffic patterns.

2.3 Data Collection

2.3.1 RPS will use the 14-hour turning movement counts in September 2021 to determine turn bay lengths and provide signal timing recommendations.

2.4 Intersection and Traffic Signal Design and Cost Estimate

The signal design services include the design of a fully actuated, mast-arm configured traffic signal in accordance with City of Leander and TxDOT standards and specifications. RPS will prepare plans, bid documents, and construction cost estimates for the proposed traffic signal.

2.4.1 RPS will design a 12-ft left turn lane for southbound Bagdad Road. We will analyze the intersection and recommend a total length. RPS will match the pavement section used the 2016 Bagdad Road as-builts. Design will include:

- Roadway Plan and Profile

- Typical Sections

- Quantity Sheets

- Removal Plans

- Traffic Control Plans – include temporary pedestrian path

- Hydrologic Study (Drainage Boundaries, Flow Rates and Conveyance)

- Storm Drain Design and Modification – assume curb & gutter section with storm drain to accommodate drainage for this widening.

- Assume no culvert design

- Cross Sections (50-foot intervals)

- Signing and Striping Layouts

- Erosion Control Plans

- TxDOT and City Standards

- Construction Cost Estimates

- Construction Time Determination Schedule

- Utility Coordination

2.4.2 RPS will prepare traffic signal design plans comprising of the following sheets: title sheet, general notes, signal notes, basis of estimate, existing conditions, signal layout, SW3P, and TxDOT/City of Leander standard details. The layouts will include configuration and location of proposed traffic signal heads, presence and advance vehicle detection, signal poles, pedestrian equipment, controller cabinet, electrical service, red light indicators, luminaries, pull boxes, conduit and cable size (electrical schedule), street name signage, pavement markings with pedestrian crosswalk locations, stop bar lines, ADA ramps, and other required signal-related traffic signs.

2.4.3 RPS will evaluate the existing ramps and determine if they should be replaced. If necessary, we will design new ADA ramps to cross both eastern and northern legs of the intersection.

2.4.4 RPS will provide a construction cost estimate for the proposed improvements.

2.5 Signal Timing

2.5.1 RPS will develop preliminary signal timing phasing for the AM peak, mid-day peak and PM peak during a typical weekday based on traffic counts collected for the TSWA in September 2021. It is assumed the signal will run free during non-peak hours.

2.6 Bidding Phase Services

2.6.1 RPS will prepare the construction drawings, bid form and specification list for the intersection improvements. Pay items will be according to TxDOT specifications, unless otherwise noted.

2.6.2 RPS will attend one pre-bid meeting, address formally submitted questions from contractors, write the advertisement, and prepare addenda for the City of Leander as appropriate.

2.6.3 RPS will review, and tabulate bids received and perform bid analysis and provide a recommendation letter. City of Leander will coordinate with local newspaper and pay for advertisement. Bid Documents will be available through the City website. RPS will not provide bid documents to contractors directly.

2.7 Construction Phase Services and Record Drawings

2.7.1 The construction phase services will include attendance at one pre-construction meeting, address technical questions from the meeting, review of shop drawings for equipment, respond to Request for Information (RFI), and attend a substantial completion walk-through. RPS will provide a letter providing 'punch list' items to be completed by the contractor.

2.7.2 RPS will prepare record drawings upon receipt of the contractor's marked-up construction plans. The signed and sealed drawings will be revised to reflect changes made during construction as noted by the contractor.

2.8 Deliverables and QA/QC

RPS will provide three review submittals (60%, 90% and 100%) and a Final Submittal to the City of Leander. RPS will perform QA/QC for each submittal. A construction time determination schedule will be developed and submitted at the 90% and 100% submittals.

2.8.1 The 60% review submittal will include 11" x 17" intersection improvement plans at a 60% level of completion. A meeting to discuss comments and utility conflicts will be held after we receive comments.

2.8.2 The 90% review submittal will include 11" x 17" intersection improvement plans at a 90% level of completion. A meeting to discuss comments and utility conflicts will be held after we receive comments.

2.8.2 The 100% review submittal will include 11" x 17" intersection improvement plans at a 100% level of completion.

In addition, a construction cost estimate will be submitted with the 60%, 90% and 100% packages. All review comments will be addressed prior to the next submittal.

2.8.3 The last submittal will be final 11" x 17" plans, specifications, and a construction cost estimate. The plans will be signed, sealed, and dated by the licensed State of Texas Professional Engineer responsible for the drawings. RPS will provide to the City of Leander the following:

- PDF of plans, bid form and specifications via email or disk
- One printed set of plans, bid form and specifications

3 Personnel

James Schwerdtfeger, PE	Team Leader
Luke Easterling, PE	Sr. Project Manager
Dave Jones, PE	Sr. Project Engineer
Don Nash, PE	Sr. Project Engineer
Dafne Valle, PhD, EIT	Traffic Analyst
Tony Do, EIT	Associate Engineer III
Ben Van Wagoner, EIT	Associate Engineer II

4 Additional Services

Additional services, if necessary, are considered outside the scope of the basic fee. RPS will provide a proposal to accomplish any additional services (if required). Though not all inclusive, the following items are considered additional services and are not a part of the fee:

- Additional data collection not specified in the basic scope of services,
- Changes in scope requested by the Client or any other agency,
- Coordination with any agency beyond the City of Leander,
- More than three (3) meetings one (1) site visit, one (1) pre-bid and one (1) pre-con,
- Attending Council and/or Commission meetings,
- Any public involvement or public meetings,
- Any analysis and/or design beyond the listed tasks,
- Revisions to design standards,
- Fees required by reviewing agencies,
- Advertising for Bid,
- Subsurface Utility Engineering (SUE)
- Signal timing for periods other than AM peak, PM peak and mid-day for typical weekday,
- Utility Modifications,
- Any other item not specifically listed in the Scope of Services,
- Reimbursable expenses associated with any additional services provided.

5 Project Schedule

RPS anticipates obtaining the topographic survey within four weeks of executed contract and notice to proceed. RPS will complete the 60% submittal within eight weeks of receipt of survey. The 90% submittal shall be made within six weeks after receipt of 60% review comments and review meeting with City Staff. The 100% submittal shall be made within six weeks after receipt of 90% review comments and review meeting with City Staff. The final submittal shall be made within four weeks after receipt of 100% review comments.

6 Summary of Cost

The work described above will be completed based on an hourly not-to-exceed amount of \$188,330.00. See attached Fee Schedule.

In closing, we appreciate the opportunity to work with you on this project and are available at your convenience to answer any questions.

Yours sincerely,
for RPS Infrastructure, Inc



James Schwerdtfeger, PE

Team Leader

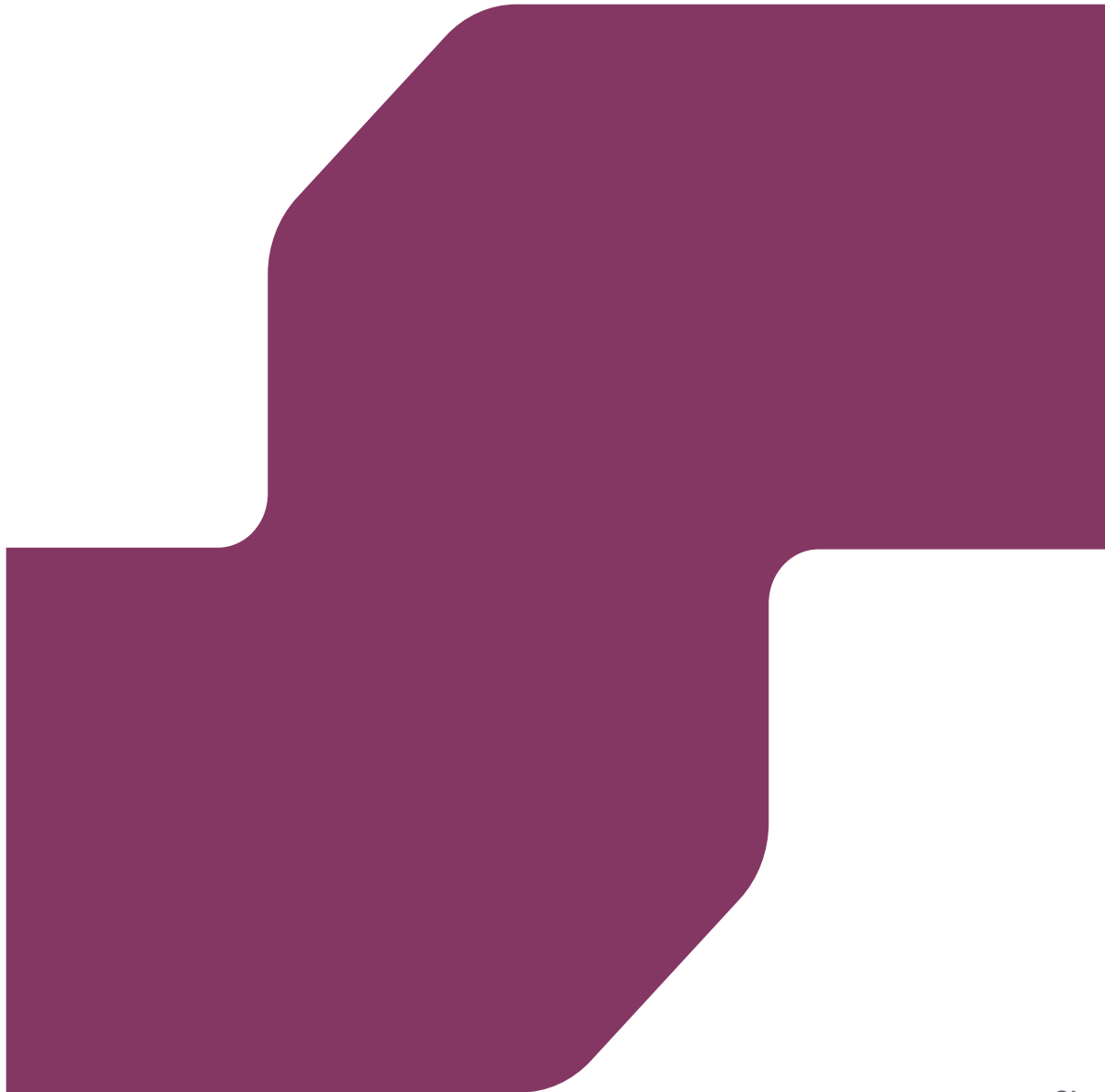
james.schwerdtfeger@rpsgroup.com

+1 512 579 3309

Task 19 - Bagdad Road and Collaborative Way Signal Design

DESCRIPTION OF WORK TASK		Sheet Count	Principals	Team Leader	Senior Project Manager	Project Manager	Senior Project Engineer	Traffic Analyst	Associate Engineer III	Associate Engineer II	Clerical	Total Labor Hours	Total Labor Cost per Task
			\$320.00	\$290.00	\$240.00	\$185.00	\$175.00	\$175.00	\$135.00	\$125.00	\$100.00		
BASE SERVICES													
	Task 19												
2.2	Meetings, Coordination and Site Visit			24			10		8	8	1	51	\$10,890.00
2.4	Signal Design and Cost Estimate												
	Plan and Profile		1	2	4		24		80			111	\$16,860.00
	Typical Sections				1		8		20			29	\$4,340.00
	Quantities				4		12			24		40	\$6,060.00
	Removal Plans				1		4			16		21	\$2,940.00
	Traffic Control Plans			2	6		20		40			68	\$10,920.00
	Hydrologic Study			1	2		24		36			63	\$9,830.00
	Storm Drain Design and Modification			2	8		30		50			90	\$14,500.00
	Cross Sections			1	2		8		24			35	\$5,410.00
	Signing and Striping			1	2		4			20		27	\$3,970.00
	Erosion Control Plans			1	2		4			20		27	\$3,970.00
	Standards				2		4		4	8		18	\$2,720.00
	Signal Design		1	18						160		179	\$25,540.00
	Utility Coordination			1	4		8			24		37	\$5,650.00
2.5	Signal Timing			4				6				10	\$2,210.00
2.6	Bidding Phase Services		1	8			6			24	1	40	\$6,790.00
2.7	CPS			12			12		24	24	1	73	\$11,920.00
2.8	Deliverables and QA/QC		8	8	8		4		4	4	2	38	\$8,740.00
	Subtotal												\$153,260.00
LABOR TOTAL													\$153,260.00
EXPENSES													\$550.00
SURVEY													\$34,520.00
TOTAL													\$188,330.00

NORTH BAGDAD ROAD AT COLLABORATIVE WAY SIGNAL WARRANT ANALYSIS



**Signal Warrant
Analysis
Task Order RPS-14
Final Submittal
September 22, 2021**

September 22, 2021



Ross Blackketter, P.E.
City Engineer
City of Leander
201 N. Brushy Street
Leander, Texas 78641
(512) 528-2797
rblackketter@leandertx.gov

4801 Southwest Parkway,
Parkway 2, Suite 150
Austin TX 78735
T +1 512 328 5771

**RE: North Bagdad Road and Collaborative Way Signal Warrant Analysis
Leander, Texas
RPS Project No. 008102**

Dear Mr. Blackketter,

RPS is pleased to present the results of the traffic signal warrant analysis for the North Bagdad Road and Collaborative Way intersection. As part of this analysis, RPS performed a site visit on September 16, 2021 to document geometric configuration and existing conditions. A 14-hour turning movement count was performed on September 14, 2021. The Traffic Signal Warrant Analyses was performed per the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

TRAFFIC SIGNAL WARRANT ANALYSIS

A traffic signal warrant analysis was completed for the North Bagdad Road and Collaborative Way intersection. The signal warrant evaluation was based on warrant criteria as defined in the TMUTCD Chapter 4C, which provides nine warrant criteria. While meeting one or more of the warrants could justify signalization of the intersection, it should be noted that the satisfaction of a traffic signal warrant does not in itself require the installation of a traffic control signal.

Traffic count data obtained on September 14, 2021 was used for the quantitative signal warrants. Count data specific to this traffic signal warrant analysis is attached in **Attachment A**.

Table 1 presents a summary of the traffic signal warrant analysis and is followed by a brief discussion of each warrant. Traffic signal warrant analyses are provided in **Attachment B**

Section 4C.01 states that at a street approach with one left lane plus a right turn lane, the right turn lane should not be included in the minor street volumes if the movement enters the major street with **minimal** conflict. However, the westbound right turn movement does not provide channelization or acceleration lanes and the northbound volumes on North Bagdad Road are high. Therefore, due to

high potential conflicts with the northbound thru movement traveling along North Bagdad Road the westbound approach was evaluated as a two-lane approach with all traffic volume considered.

TABLE 1: TRAFFIC SIGNAL WARRANT ANALYSIS SUMMARY

Warrant	North Bagdad Road and Collaborative Way
Signal Warrant 1: Eight-Hour Vehicular Volume	Satisfied
Signal Warrant 2: Four-Hour Vehicular Volume	Satisfied
Signal Warrant 3: Peak Hour	Satisfied
Signal Warrant 4: Pedestrian Volume	Not Satisfied
Signal Warrant 5: School Crossing	Not Satisfied
Signal Warrant 6: Coordinated Signal System	Not Satisfied
Signal Warrant 7: Crash Experience	Not Satisfied
Signal Warrant 8: Roadway Network	Not Satisfied
Signal Warrant 9: Intersection Near a Grade Crossing	Not Applicable

WARRANT 1 – EIGHT-HOUR VEHICULAR VOLUME

This warrant considers the installation of a traffic signal based on two conditions: Warrant 1A examines the total intersection volume, and Warrant 1B examines the volume on the major street where it causes excessive delay or conflict to vehicles approaching the intersection from the minor street. Warrant 1B also considers the 85th percentile speed along the major street, which may increase minor street delay if speeds exceed 40 miles per hour. Warrant 1 may be satisfied if either condition is met. In some cases, Warrant 1 may also meet if Warrants 1A and 1B both meet 80 percent of their stated criteria.

North Bagdad Road has a posted speed of 45 mph and Collaborative Way has a posted speed limit of 30 mph. Since the major street speed typically exceeds 40 mph, the traffic volumes in the 70 percent columns in Table 4C-1 were used to evaluate this intersection.

The traffic volumes at the North Bagdad Road and Collaborative Way intersection are sufficient to satisfy Warrant Condition 1B. Therefore, this intersection does satisfy Warrant 1.

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

Warrant 2 examines vehicular volumes for the major and minor street approaches to determine if a specified minimum is met for any four or more hours of an average day.

Since the posted speed on the major street exceeds 40 mph, Figure 4C-2 was used for the evaluation of this warrant. Based on analysis of vehicular volumes for the four hours with the greatest traffic demand, the intersection at North Bagdad Road and Collaborative Way satisfies the criteria for this warrant.

WARRANT 3 – PEAK HOUR DELAY AND VOLUME

This warrant examines peak hour conditions at the intersection to determine if the minor street traffic suffers undue delay when entering or crossing the major street for a minimum of one hour of an average day. Warrant 3B examines the interaction of the major street volume and the higher volume minor street approach.

At the North Bagdad Road and Collaborative Way intersection, Warrant 3B is satisfied per Figure 4C-4 from the TMUTCD. Therefore, installation of a traffic signal is warranted at North Bagdad Road and Collaborative Way based on the peak hour warrant.

WARRANT 4 – PEDESTRIAN VOLUME

The pedestrian volume warrant is satisfied when there are more than 107 pedestrian crossings per hour for a total of four hours or more than 133 pedestrians in one hour, and the total of major street vehicles per hour exceeds certain limits.

The North Bagdad Road and Collaborative Way intersection data shows 20 pedestrians crossing during a fourteen-hour period. Therefore, there are not sufficient pedestrian volumes at the intersection to meet the pedestrian volume warrant.

WARRANT 5 – SCHOOL CROSSING

Warrant 5 is intended to justify the installation of a traffic signal due to school children crossing the major street. The number of gaps in the traffic stream and the number of students during the highest crossing hour determine whether this warrant is met, but prior to installing a traffic signal other remedial measures should be considered.

The closest schools from the North Bagdad Road and Collaborative Way intersection includes Glen High School and Stacy K Danielson Middle School both located on Collaborative Way. Glen High School has a driveway that is 570-ft from North Bagdad Road and Collaborative Way intersection.

Based on the number of pedestrian movements observed at the studied intersection, as well as the surrounding land uses and transportation network, this intersection is not likely to be used for school pedestrian travel. As a result, this warrant is not satisfied at this intersection.

WARRANT 6 – COORDINATED SIGNAL SYSTEM

Warrant 6 considers the installation of a traffic signal to maintain proper platooning of vehicles in a coordinated system. The warrant is met if adjacent traffic signals do not provide the necessary degree of vehicular platooning, and if the combination of adjacent and proposed traffic control signals will provide a progressive operation.

The nearest signalized intersection is located at North Bagdad Road and San Gabriel Parkway /Oak Grove Road (0.50 miles south of the study intersection). This intersection does not appear to be coordinated with other signals. Therefore, this warrant is not satisfied at this location.

WARRANT 7 – CRASH EXPERIENCE

Warrant 7 considers the installation of a traffic signal based on the severity and frequency of crashes analyzed under three conditions – an adequate trial of alternatives to reduce the number of crashes has failed (Warrant 7A), five or more crashes that could be mitigated through the installation of a traffic signal occurred over a 12-month period (Warrant 7B), and an examination of major and minor street pedestrian volumes (Warrant 7C).

Data from the years 2015 to 2020 was obtained from the TxDOT Crash Record Information System (C.R.I.S). At the North Bagdad Road and Collaborative Way intersection a total of one crash was reported. The crash was reported during the year 2015 and was not an intersection related crash.

In a 5-year period there were no 12-month periods where five or more crashes were reported. As a result, this warrant is not satisfied at this intersection.

WARRANT 8 – ROADWAY NETWORK

This warrant is intended to justify the installation of traffic signals that would encourage concentration and organization of traffic flow on a roadway network at a common intersection of two of more major routes, as defined by the TMUTCD.

Collaborative Way is not a major route based on criteria established in the TMUTCD Section 4C.09. Therefore, this warrant is not satisfied.

WARRANT 9 – INTERSECTION NEAR A GRADE CROSSING

This warrant is intended to justify the installation of traffic signals where none of the other eight signal warrants are met, but the proximity to the intersection of a railroad grade crossing on an intersection approach with a stop or yield sign is the principal reason to install a traffic control signal. The warrant would be met if a grade crossing exists on a stop- or yield-controlled approach and the center of the

track nearest to the intersection is within 140-feet of the stop line or yield line on the approach and must meet minor street volume minimums.

The railroad grade is approximately 1.1 miles away from the North Bagdad Road and Collaborative Way intersection. Therefore, the warrant is not applicable.

SUMMARY

TMUTCD Warrants 1, 2 and 3 were satisfied; therefore, a signal is warranted at the intersection of North Bagdad Road and Collaborative Way.

Additionally, it was observed that there are very few speed limit signs along North Bagdad Road in this area. Consideration should be given to adding speed limit signs along North Bagdad Road near the intersection.

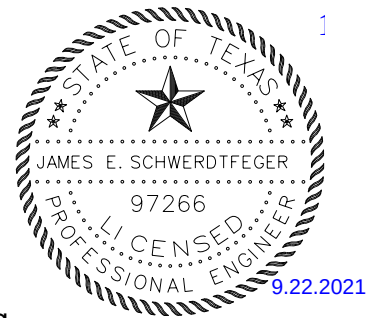
I appreciate the opportunity to work with you on this project. Please feel free to contact me or Dafne Valle if you have any questions or need further clarification.

Sincerely,



James Schwerdtfeger, P.E.

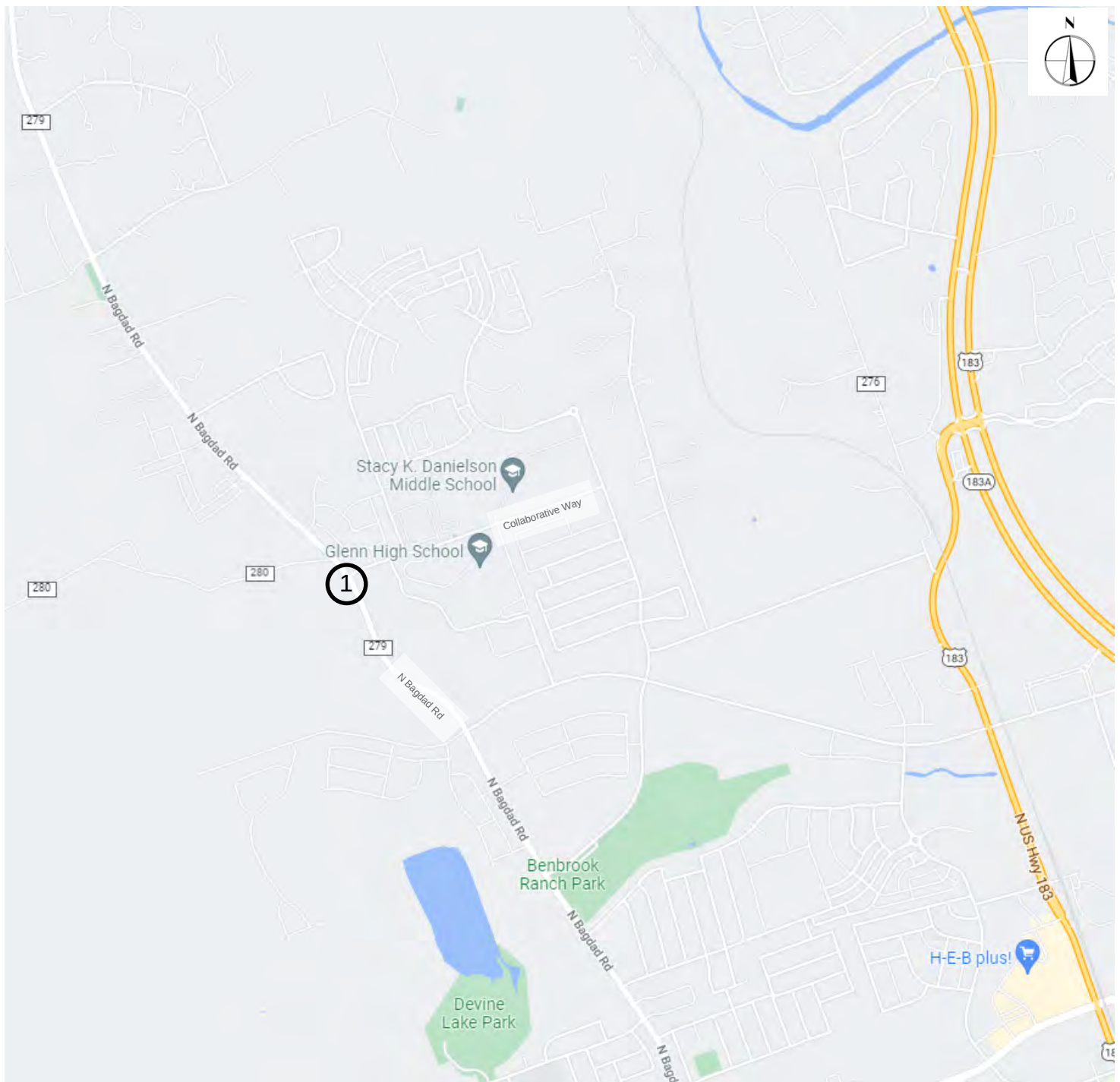
Team Leader – Traffic Engineering and Transportation Planning



Attachments:

- A – Traffic Counts
- B – Signal Warrant Analysis
- C – Site Visit Photos

Attachment A
Counts



Key:  **Study Intersection**

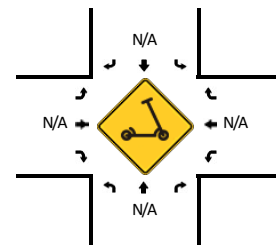
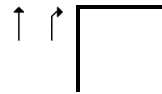
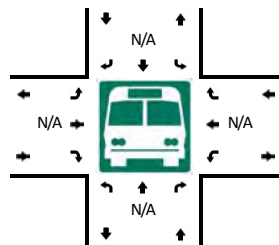
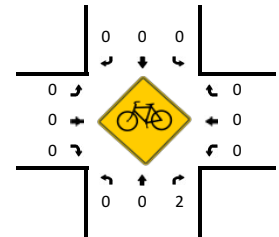
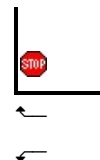
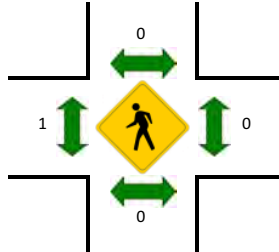
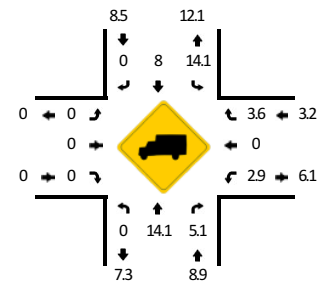
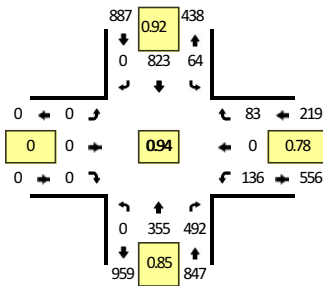
Source: Google Maps, 2021

Figure 1 Study Area and Intersections

LOCATION: N Bagdad Rd -- Collaborative Way
CITY/STATE: Leander, TX

QC JOB #: 15557501
DATE: Tue, Sep 14 2021

Peak-Hour: 7:45 AM -- 8:45 AM
Peak 15-Min: 8:15 AM -- 8:30 AM



15-Min Count Period Beginning At	N Bagdad Rd (Northbound)				N Bagdad Rd (Southbound)				Collaborative Way (Eastbound)				Collaborative Way (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
6:00 AM	0	34	19	0	1	50	0	0	0	0	0	0	9	0	2	0	115	
6:15 AM	0	29	19	0	5	61	0	0	0	0	0	0	16	0	6	0	136	
6:30 AM	0	47	12	0	0	81	0	0	0	0	0	0	15	0	4	0	159	
6:45 AM	0	70	14	0	8	100	0	0	0	0	0	0	21	0	4	0	217	627
7:00 AM	0	69	28	0	8	131	0	0	0	0	0	0	24	0	3	0	263	775
7:15 AM	0	72	53	0	9	155	0	0	0	0	0	0	26	0	3	0	318	957
7:30 AM	0	89	98	0	6	156	0	0	0	0	0	0	32	0	10	0	391	1189
7:45 AM	0	91	158	0	21	201	0	0	0	0	0	0	18	0	15	0	504	1476
8:00 AM	0	75	101	0	20	187	0	0	0	0	0	0	45	0	25	0	453	1666
8:15 AM	0	83	137	0	12	230	0	0	0	0	0	0	33	0	24	0	519	1867
8:30 AM	0	106	96	0	11	205	0	0	0	0	0	0	40	0	19	0	477	1953
8:45 AM	0	101	35	0	7	202	0	0	0	0	0	0	31	0	6	0	382	1831
9:00 AM	0	66	24	0	1	88	0	0	0	0	0	0	24	0	5	0	208	1586
9:15 AM	0	91	18	0	5	84	0	0	0	0	0	0	17	0	1	0	216	1283
9:30 AM	0	86	13	0	3	93	0	0	0	0	0	0	17	0	4	0	216	1022
9:45 AM	0	71	22	0	5	80	0	0	0	0	0	0	12	0	2	0	192	832
10:00 AM	0	74	14	0	2	67	0	0	0	0	0	0	16	0	7	0	180	804
10:15 AM	0	62	18	0	2	70	0	0	0	0	0	0	12	0	3	0	167	755
10:30 AM	0	61	15	0	6	87	0	0	0	0	0	0	25	0	2	0	196	735
10:45 AM	0	70	12	0	6	67	0	0	0	0	0	0	19	0	6	0	180	723
11:00 AM	0	76	8	0	1	65	0	0	0	0	0	0	14	0	6	0	170	713
11:15 AM	0	65	15	0	2	69	0	0	0	0	0	0	14	0	4	0	169	715
11:30 AM	0	65	19	1	3	74	0	0	0	0	0	0	9	0	1	0	172	691
11:45 AM	0	77	19	0	4	77	0	0	0	0	0	0	18	0	4	0	199	710
12:00 PM	0	88	19	0	2	91	0	0	0	0	0	0	11	0	6	0	217	757
12:15 PM	0	57	29	0	4	102	0	0	0	0	0	0	22	0	5	0	219	807
12:30 PM	0	89	25	0	5	86	0	0	0	0	0	0	12	0	4	0	221	856
12:45 PM	0	78	22	1	4	76	0	0	0	0	0	0	12	0	5	0	198	855
1:00 PM	0	83	19	0	1	73	0	0	0	0	0	0	12	0	1	0	189	827
1:15 PM	0	81	16	0	3	62	0	0	0	0	0	0	13	0	2	0	177	785
1:30 PM	0	100	17	0	1	77	0	0	0	0	0	0	10	0	3	0	208	772
1:45 PM	0	75	32	0	4	55	0	1	0	0	0	0	17	0	2	0	186	760
2:00 PM	0	96	13	0	2	76	0	0	0	0	0	0	23	0	4	0	214	785
2:15 PM	0	84	26	0	4	67	0	0	0	0	0	0	25	0	2	0	208	816
2:30 PM	0	101	13	0	3	91	0	0	0	0	0	0	33	0	5	0	246	854
2:45 PM	0	116	24	0	4	71	0	0	0	0	0	0	17	0	4	0	236	904
3:00 PM	0	109	71	0	11	51	0	0	0	0	0	0	20	0	0	0	262	952
3:15 PM	0	110	64	0	9	74	0	0	0	0	0	0	18	0	6	0	281	1025

15-Min Count Period Beginning At	N Bagdad Rd (Northbound)				N Bagdad Rd (Southbound)				Collaborative Way (Eastbound)				Collaborative Way (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	113	60	0	4	107	0	0	0	0	0	0	71	0	24	0	379	1158
3:45 PM	0	117	70	0	16	94	0	0	0	0	0	0	33	0	4	0	334	1256
4:00 PM	0	131	74	0	5	137	0	0	0	0	0	0	39	0	37	0	423	1417
4:15 PM	0	122	51	0	5	135	0	0	0	0	0	0	44	0	26	0	383	1519
4:30 PM	0	152	41	0	6	104	0	0	0	0	0	0	42	0	16	0	361	1501
4:45 PM	0	161	39	0	4	114	0	0	0	0	0	0	39	0	8	0	365	1532
5:00 PM	0	150	53	0	6	117	0	0	0	0	0	0	30	0	8	0	364	1473
5:15 PM	0	178	48	0	2	117	0	0	0	0	0	0	34	0	11	0	390	1480
5:30 PM	0	193	39	0	2	100	0	0	0	0	0	0	26	0	5	0	365	1484
5:45 PM	0	231	28	0	3	102	0	0	0	0	0	0	31	0	8	0	403	1522
6:00 PM	0	183	32	0	3	119	0	0	0	0	0	0	27	0	8	0	372	1530
6:15 PM	0	156	21	0	3	72	0	0	0	0	0	0	15	0	3	0	270	1410
6:30 PM	0	123	29	0	3	72	0	0	0	0	0	0	26	0	5	0	258	1303
6:45 PM	0	86	48	0	2	70	0	0	0	0	0	0	17	0	2	0	225	1125
7:00 PM	0	98	26	0	4	58	0	0	0	0	0	0	28	0	8	0	222	975
7:15 PM	0	87	21	0	2	51	0	0	0	0	0	0	27	0	9	0	197	902
7:30 PM	0	74	17	0	4	45	0	0	0	0	0	0	17	0	5	0	162	806
7:45 PM	0	72	20	0	4	46	0	0	0	0	0	0	29	0	1	0	172	753
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	332	548	0	48	920	0	0	0	0	0	0	132	0	96	0	2076	
Heavy Trucks	0	48	32		12	72	0		0	0	0		0	0	4		168	
Buses																		
Pedestrians		0				0				4				0			4	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scooters																		
Comments:																		

Report generated on 9/21/2021 8:46 AM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>) 1-877-580-2212

Attachment B
Signal Warrant



Project Name

Signal Warrant Analysis

Major Street North Bagdad Road (Speed Limit 45 mph)

Minor Street Collaborative Way

Warrant 1: Eight Hour Vehicular Volume

A. Choose Conditions based upon
No. of lanes for moving traffic and
(a,b,c,d) options. Use Table 4C-1
Condition A and Condition B.

Condition A		Condition B		Warrant 1 Meet
Major Street	Minor Street	Major Street	Minor Street	
350	140	525	70	YES

TABLE 1: EIGHT - HOUR VEHICULAR VOLUME

TIME PERIOD	Vehicles per Hour on Major Streets (total of both approaches)	Vehicles per Hour on Minor Streets (Higher Volume)	Condition A		Condition B	
			Major Street	Minor Street	Major Street	Minor Street
6:00 AM	486	77	Yes	No	No	Yes
7:00 AM	1,008	131	Yes	No	Yes	Yes
8:00 AM	1,239	223	Yes	Yes	Yes	Yes
9:00 AM	673	82	Yes	No	Yes	Yes
10:00 AM	574	90	Yes	No	Yes	Yes
11:00 AM	579	70	Yes	No	Yes	No
12:00 PM	683	77	Yes	No	Yes	Yes
1:00 PM	616	60	Yes	No	Yes	No
2:00 PM	715	113	Yes	No	Yes	Yes
3:00 PM	815	176	Yes	Yes	Yes	Yes
4:00 PM	1,076	251	Yes	Yes	Yes	Yes
5:00 PM	1,201	153	Yes	Yes	Yes	Yes
6:00 PM	892	103	Yes	No	Yes	Yes
7:00 PM	545	124	Yes	No	Yes	Yes

TABLE 4C-1 WARRANT 1, EIGHT-HOUR VEHICULAR VOLUME

CONDITION A- MINIMUM VEHICULAR VOLUME

No. of lanes for moving traffic on each approach		Vehicles per Hour on Major Streets (total of both approaches)				Vehicles per Hour on Higher - Volume Minor - Street Approach (one direction only)			
Major St	Minor St	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	500	400	350	280	150	120	105	84
2 or more	1	600	480	420	336	150	120	105	84
2 or more	2 or more	600	480	420	336	200	160	140	112
1	2 or more	500	400	350	280	200	160	140	112

CONDITION B- INTERRUPTION OF CONTINUOUS TRAFFIC

No. of lanes for moving traffic on each approach		Vehicles per Hour on Major Streets (total of both approaches)				Vehicles per Hour on Higher - Volume Minor - Street Approach (one direction only)			
Major St	Minor St	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	750	600	525	420	75	60	53	42
2 or more	1	900	720	630	504	75	60	53	42
2 or more	2 or more	900	720	630	504	100	80	70	56
1	2 or more	750	600	525	420	100	80	70	56

^a Basic minimum hourly volume.^b Used for combination of Conditions A and B after adequate trial of other remedial measures.^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000.^d May be used for combination of Conditions A and B after adequate trial of other remedial measures when the major-street speed exceeds 40 mph or is in an isolated community with a population of less than 10,000.



Project Name

Signal Warrant Analysis

Major Street	North Bagdad Road (Speed Limit 45 mph)	Warrant 2 Meet
Minor Street	Collaborative Way	
Warrant 2: Four Hour Vehicular Volume		YES

TABLE 1: VEHICULAR VOLUME

TIME PERIOD	Vehicles per Hour on Major Streets (total of both approaches)	Vehicles per Hour on Minor Streets (Higher Volume)	Figure 4C-2 Condition Meet
6:00 AM	486	77	NO
7:00 AM	1,008	131	YES
8:00 AM	1,239	223	YES
9:00 AM	673	82	YES
10:00 AM	574	90	YES
11:00 AM	579	70	NO
12:00 PM	683	77	NO
1:00 PM	616	60	NO
2:00 PM	715	113	YES
3:00 PM	815	176	YES
4:00 PM	1,076	251	YES
5:00 PM	1,201	153	YES
6:00 PM	892	103	YES
7:00 PM	545	124	YES

Note: Figure 4C-2 Warrant 2, Four Hour Vehicular Volume (70%) was used.

TRAFFIC SIGNAL WARRANTS
(TEXAS MUTCD)

City of Leander, Texas

Location: North Bagdad Road at Collaborative Way

		85 Percentile Speed	
Major	<u>North Bagdad Road</u>	<u>45</u>	<u>mph</u>
Minor	<u>Collaborative Way</u>	<u>30</u>	<u>mph</u>

For each condition, the major and minor streets shall be the same 8 hours. Lowest volume of 8 hour study is the 8th highest hour. Major and minor 8th high hours may not be the same hour.

		Major Street Both Approaches		Minor Street High Volume Approach		Comments:
	Time Ends	Vehicles	Peds	Vehicles	Peds	
1.	<u>9:00 AM</u>	<u>1,239</u>	<u>---</u>	<u>223</u>	<u>---</u>	
2.	<u>6:00 PM</u>	<u>1,201</u>	<u>---</u>	<u>153</u>	<u>---</u>	
3.	<u>5:00 PM</u>	<u>1,076</u>	<u>---</u>	<u>251</u>	<u>---</u>	
4.	<u>8:00 AM</u>	<u>1,008</u>	<u>---</u>	<u>131</u>	<u>---</u>	
5.	<u>7:00 PM</u>	<u>892</u>	<u>---</u>	<u>103</u>	<u>---</u>	
6.	<u>4:00 PM</u>	<u>815</u>	<u>---</u>	<u>176</u>	<u>---</u>	
7.	<u>3:00 PM</u>	<u>715</u>	<u>---</u>	<u>113</u>	<u>---</u>	
8.	<u>1:00 PM</u>	<u>683</u>	<u>---</u>	<u>77</u>	<u>---</u>	

Warrant 1: Eight-Hour Vehicular Volume - Satisfied

100% (70%): One of the following conditions exists for each of any 8 hours of an average day.

80%: Both of the following conditions exist for each of any 8 hours of an average day (note Guidance, pg 4C-6).

Condition A - Minimum Vehicular Volume - Not Satisfied

Number of Lanes		Major St - Both Approaches 8th Highest Hour			Minor St - High Volume Approach 8th Highest Hour				
Major	Minor	Required	Existing	Required	Existing	Required	Existing	Required	Existing
		100%	80%	70%	195%	100%	80%	70%	55%
1	1	500	400	350		150	120	105	
2 or more	1	600	480	420		150	120	105	
2 or more	2 or more	600	480	420		200	160	140	
1	2 or more	500	400	350	683	200	160	140	77

Condition B - Interruption of Continuous Traffic - Satisfied

Number of Lanes		Major St - Both Approaches 8th Highest Hour			Minor St - High Volume Approach 8th Highest Hour				
Major	Minor	Required	Existing	Required	Existing	Required	Existing	Required	Existing
		100%	80%	70%	130%	100%	80%	70%	110%
1	1	750	600	525		75	61	53	
2 or more	1	900	720	630		75	60	53	
2 or more	2 or more	900	720	630		100	80	70	
1	2 or more	750	600	525	683	100	80	70	77

Warrant 2: Four-Hour Vehicular Volume - Satisfied

Attach Graph 4C-1 (4C-2 for speeds > 40 mph)

For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) all fall above the applicable curve in Figure 4C-1 (4C-2) for the existing combination of approach lanes. On the minor street, the higher volume shall not be required to be on the same approach during each of these 4 hours.

☒ **Yes**

☐ **No**

Warrant 2: Four-Hour Volumes (Figure 4C-1, 4C-2)

TRAFFIC SIGNAL WARRANTS (TEXAS MUTCD)

Warrant 3: Peak Hour - Satisfied

Attach Graph 4C-3 (4C-4 for speeds > 40 mph)

The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of 1 hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street. This warrant is to be applied only in unusual cases, such as office complexes, manufacturing plants, vehicle facilities that attract or discharge large numbers of vehicles over a short time.

Either A: Must meet all three of the following conditions for the same 1 hour

1. Minor Street Approach Delay (one direction only; controlled by a stop):

Yes	No	One-lane approach	>4 vehicle hours
-----	----	-------------------	------------------

Yes	No	Two-lane approach	> 5 vehicle hours
-----	----	-------------------	-------------------

2. Minor Street Approach Volume (one direction only)

Yes	No	One moving lane	> 100 vehicles per hour or
-----	----	-----------------	----------------------------

Yes	No	Two moving lanes	> 150 vehicles per hour
-----	----	------------------	-------------------------

3. The total entering volume serviced during the hour equals or exceeds

Yes	No	650 vehicles per hour (three approaches) or
-----	----	---

Yes	No	800 vehicles per hour (four or more approaches)
-----	----	---

Or B:

The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 (4C-4).

Yes

No

Warrant 3: Peak Hour (Figure 4C-3, 4C-4)

Warrant 4: Pedestrian Volume - Not Satisfied

The Pedestrian Volume signal warrant is intended for application where traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street. Both of the following criteria should be met.

A) *Pedestrian volume* crossing the major street at an intersection or mid-block location during an average day is 107 or more for each of any 4 hours (or 133 or more during any 1 hour);

Yes

No

Volume 20 pedestrian in a 14-hour period

B) *Fewer than 60 gaps per hour* in the traffic stream of adequate length to allow pedestrians to cross during the same period when the pedestrian volume criterion is met. (With a divided street, the requirement applies separately to each direction of vehicular traffic).

Yes

No

Gaps

Distance to the nearest traffic control signal along the major street must be more than 300 ft, unless progressive movement of traffic is not restricted.

Yes

No

Warrant 5: School Crossing - Not Satisfied

The School Crossing signal warrant is intended for application where the fact that school children cross the major street is the principal reason to consider installing a traffic control sign.

Number of gaps in the crossing traffic stream while children are using the crossing is less than the number of minutes in the same period.

Yes

No

20 or more students during the highest crossing hour.

Yes

No

Highest Crossing Hour: 4 pedestrians per hour (9:00 - 10:00 AM)

Distance to the nearest traffic control signal along the major street must be more than 300 ft, unless progressive movement of traffic is not restricted.

Yes

No

Note: Guidance for mid-block ped signals (Page 4C-12)

TRAFFIC SIGNAL WARRANTS (TEXAS MUTCD)

Warrant 6: Coordinated Signal System - **Not Satisfied**

Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles. Guidance recommends spacing >1000 ft. One of the following

- | | | |
|-----|-----------------------------|--|
| Yes | No | |
| | | On a one-way street, spacing of adjacent signals do not provide vehicular platooning. |
| Yes | ☐ No | |
| | | On a two-way street, adjacent signals do not provide necessary platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation. |

Warrant 7: Crash Experience - **Not Satisfied**

Engineering study finds that all of the following criteria are met:

- | | | |
|-----|-----------------------------|---|
| Yes | ☐ No | A) Adequate trail of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and |
| Yes | ☐ No | B) There have been more than five accidents susceptible to correction by a traffic signal in 12 months, including only personal injury and property damage on a filed report. |
| Yes | ☐ No | C) For each of any 8 hours, vph in both of the 80 percent columns of Condition A or vph in both of 80 percent columns of Condition B, exists on the major street and the higher-volume minor-street approach; or the volume of pedestrian traffic is not less than 80% of the requirements specified in the Ped Volume warrant. (For the same 8 hours; on the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.) |

Warrant 8: Roadway Network - **Not Satisfied**

May be justified to encourage concentration and organization of traffic flow on a network. Common intersection of 2 or more major roads meet one or both of the following criteria:

- | | | |
|------------------------------|----|---|
| ☐ Yes | No | A) The intersection has a total existing, or immediately projected, entering volume greater than 1000 vehicles for the peak hour of a typical weekday, and the five year projected traffic volumes meet one or more of Warrants 1, 2 and 3 during an average weekday; |
| Yes | No | B) The intersection has a total existing or immediately projected entering volume of a least 1,000 vehicles per hour for each of any 5 hours of a non-normal business day (Saturday or Sunday). |

Required: applicable characteristics of each road:

A B C

Definition of characteristics:

A It is a part of street or highway system that serves as the principal network for through traffic.

B It includes rural or suburban highways outside, entering or traversing a city.

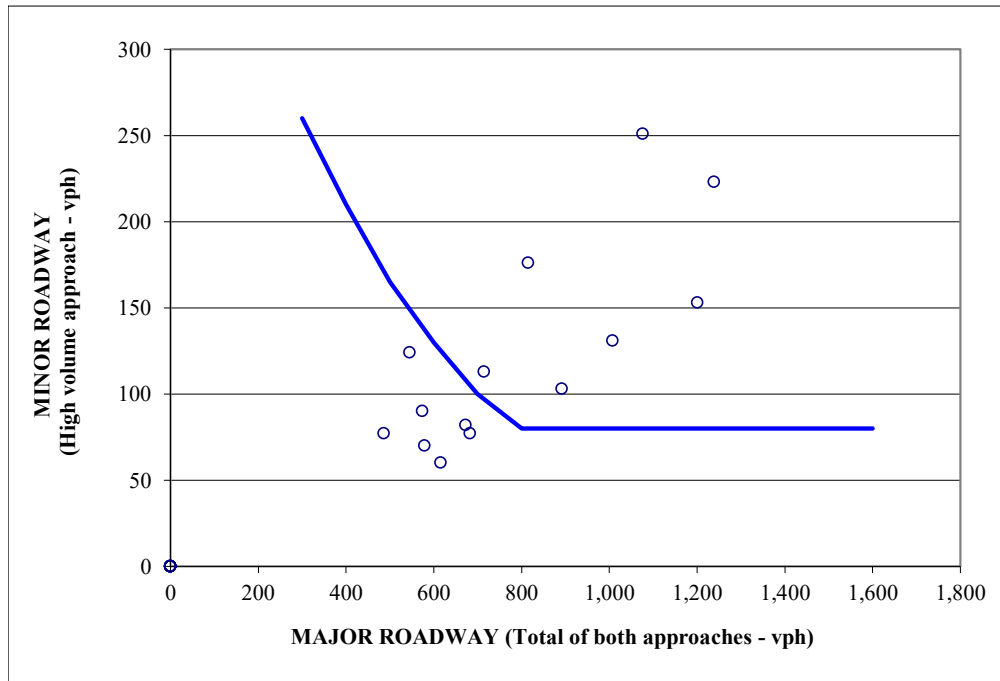
C It appears as a major route on an official plan such as a major street plan in an urban area traffic and transportation study.

Warrant 9: Intersection Near a Grade Crossing - **Not Applicable**

Engineering study finds that both criteria are met:

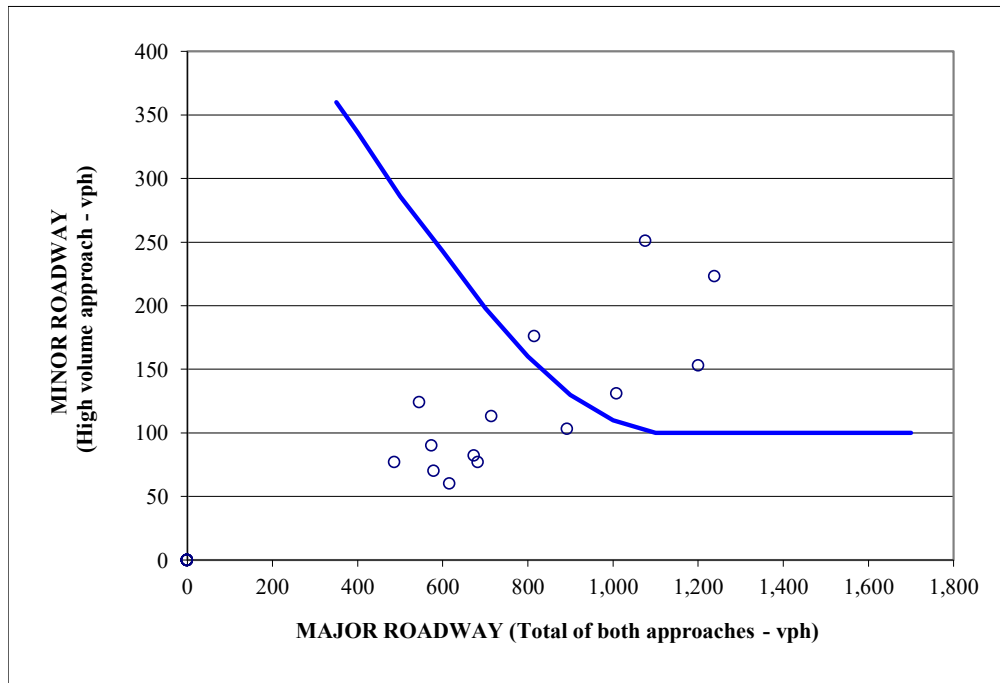
- | | | |
|-----|-----------------------------|---|
| Yes | ☐ No | |
| | | A) A grade crossing exists on an approach controlled by a stop or yield sign and the center of the track nearest to the intersection is within 140 feet of the stop line or yield line on the approach; |
| Yes | ☐ No | |
| | | B) During the highest traffic volume hour during which rail traffic uses the crossing, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the minor-street approach that crosses the track (one direction only, approaching the intersection) falls above the applicable curve in Figure 4C-9 or 4C-10 for the existing combination of approach lanes over the track and the distance D, which is the clear storage distance as defined in Section 1A.13. |

Figure 4C-2 - Warrant 2, Four-Hour Vehicular Volume (70% Factor)



Does it meet Warrant 2? **YES**

Figure 4C-4 - Warrant 3, Peak Hour (70% Factor)



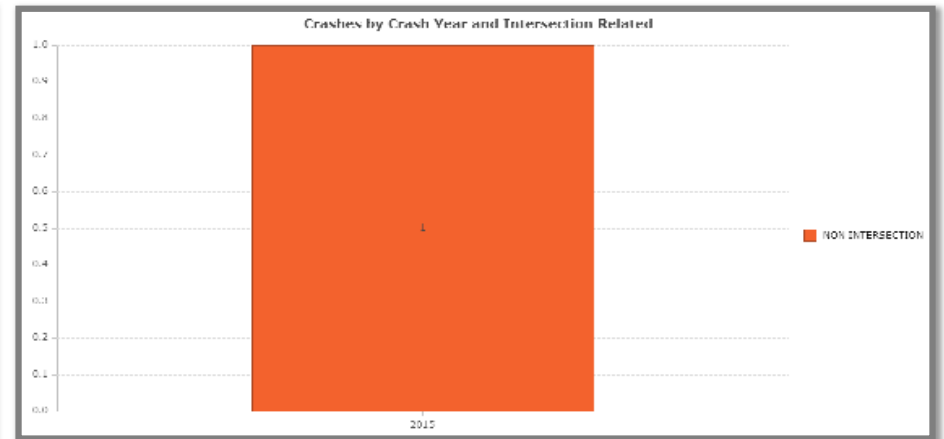
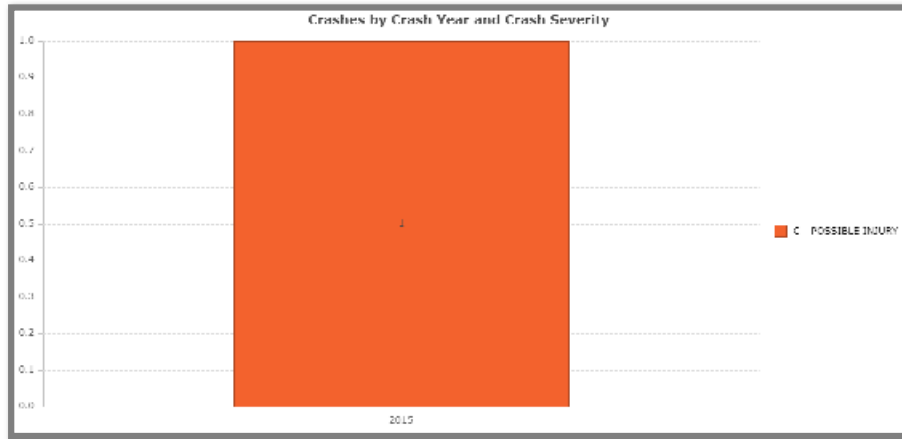
Does it meet Warrant 3? **YES**



Project
Location
City

Bagdad at Collaborative Way Signal Warrant Analysis
Bagdad Rd and Collaborative Way Intersection
Leander

Crash ID	Crash Date	Crash Severity	Crash Year	Day of Week	First Harmful Event	Intersection Related	Light Condition	Street Name	Contributing Factor
14493519	6/17/2015	C - POSSIBLE INJURY	2015	WEDNESDAY	MOTOR VEHICLE IN TRANSPORT	NON INTERSECTION	5 - DAWN	COUNTY ROAD 279	DISTRACTION IN VEHICLE; FAILED TO CONTROL SPEED; FAILED TO DRIVE IN SINGLE LANE; FAULTY EVASIVE ACTION



Attachment C
Site Photos



Figure 1: North Bagdad Road at Collaborative Way Intersection



Figure 2: Northbound Approach at North Bagdad Road



Figure 3: Northbound Approach at North Bagdad Road



Figure 4: Southbound Approach at North Bagdad Road



Figure 5: Westbound Approach at Collaborative Way



Figure 6: Sidewalks on the East Side of North Bagdad Road



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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.

BACKGROUND:

With the increasing amount of traffic on Ronald W. Reagan Boulevard, and repeated requests for traffic signals on the roadway, last September the City hired Huitt-Zollars, Inc. to perform a corridor study of the roadway. The purpose of the study was to provide a means of analyzing the entire roadway to determine the most logical and minimum locations for the installation of traffic control. Huitt-Zollars, Inc. has completed a draft version of this study. Even though the modeling of all the intersections still needs to be finalized, they are recommending a reduction of the speed limit on Ronald W. Reagan Boulevard to be reduced to an overall speed of 55 miles per hour.

This speed limit is in addition to the 45 speed zone that was put in place for the area adjacent to SH 29. That speed zone will remain at the designated 45 mph.

RECOMMENDATION:

Staff recommends approval of the proposed Ordinance establishing and affirming a reduced speed limit of 55 miles per hour on Ronald Reagan Boulevard from the 45 miles per hour speed zone to the southern city limits with Cedar Park.

PRESENTER:

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

Fiscal Impact

<u>Amount requested:</u>	\$1,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Utility

Attachments

1. Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF SPEED CONTROL SIGNS FOR THE ZONING OF TRAFFIC AND RATE OF SPEED THEREON, IN THE CITY LIMITS OF LEANDER; DEFINING SPEEDING AND FIXING A PENALTY THEREFOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

Whereas, the regulation of traffic, motor vehicles and conveyances upon all public streets, roadway and right-of-ways constituting a speed zone within the City limits is essential and necessary to protect and to preserve the public safety of the City of Leander, Texas (the “City”);

Whereas, an Engineer for the City using engineering judgement has found unsafe conditions in the traffic flow and traffic volume resulting in the recommendations for the installation and erection of speed control signs along certain portions of a roadway in the City, and;

Whereas, after review, the City Council has found that the installation and erection of speed control signs along designated stretches of roadway as hereinafter set forth and listed in this Ordinance are reasonable and necessary for the public safety and are supported by sound and accepted public safety and traffic engineering criteria;

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. Speed Zone. The Speed Zone is established and affirmed as follows:

SPEED ZONE: RONALD W. REAGAN BOULEVARD

FOR NORTHBOUND TRAFFIC

Beginning at the city limit with Cedar Park to approximately 1,000 feet south of the intersection of Ronald W. Reagan Boulevard and Kauffman Loop (the speed limit of 45 miles per hour), there hereby being established a maximum speed limit of 55 miles per hour.

FOR SOUTHBOUND TRAFFIC

Beginning at approximately 1,000 feet south of the intersection of Ronald W. Reagan Boulevard and Kauffman Loop (the 45 miles per hour speed limit), to the south city limit line with Cedar Park , there hereby being established a maximum speed limit of 55 miles per hour.

Section 3. Ratification and Confirmation. The installation, placement, erection of speed control signs as deemed appropriate and the enforcement of the traffic along the roadways set forth herein and as further detailed in Exhibit “A” are hereby confirmed and ratified by the City Council. Each speed control location, Column I listed in Exhibit “A” shall require traffic or motor vehicles operating in the zone indicated in Column II to adhere to such requirements and shall be in effect at all times. Signs will be erected giving notice of the speed limit so declared to be as indicated in Column III unless otherwise changed by any other traffic control device duly placed, such as a school or construction speed zone.

Section 4. Traffic Control Speed Signs. The City Council hereby orders and directs that the traffic Speed Zone signs hereinafter set forth as described above be placed, installed and erected at the locations designated herein and as deemed appropriate, and that such signs and devices be hereafter maintained and enforced by the City. The signs indicate the speed limit in the direction facing the sign and shall require traffic traveling on such section of roadway to observe the maximum speed limit which is in effect at all times unless otherwise changed by another traffic control device.

Section 5. Violation and Penalties. It shall be unlawful for any person to drive or operate a motor vehicle that enters the Speed Zone identified herein without observing the maximum speed limit which shall remain in effect at all times unless changed by another traffic control device duly placed. Further, it shall be unlawful for any person to tamper with, alter, remove, destroy, cover or hinder the visibility, of any traffic device control device erected by this Ordinance in a manner which is inconsistent with its use as a traffic control device. Any person who violates this Ordinance or part thereof shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not less than \$1.00 nor more than \$200.00.

Section 6. Repeal of Conflicting Ordinances. All parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only. 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 the most restrictive ordinance shall govern.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage.

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 in 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, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this 1 day of September, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit “A”

**Established Speed Zone
City of Leander, Texas**

Column I	Column II	Column III
Street Location and Direction	Limits of Speed Zone Controlled by sign(s)	Speed Limit
Ronald W. Reagan Blvd. (North Bound)	From approximately the south city limit to 1,000 feet south of Kauffman Loop (the 45 mph zone)	55 MPH
Ronald W. Reagan Blvd. (South Bound)	From approximately 1,000 feet south of Kauffman Loop to the south city limit	55 MPH



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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.

BACKGROUND:

This request is for an extension of the expiration date of the B Twisted short form final plat. Article II, Section 24 (g) includes the following provisions.

g. Application Expiration.

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

HISTORY/TIMELINE:

02/28/2022 Short Form Final Plat Application Expired

08/28/2022 Short Form Final Plat Application Staff Extension Expired

APPLICANT/AGENT:

Southwest Land Services, Inc

RECOMMENDATION:

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

Staff recommends approval of an additional six (6) month extension. Approving this extension would grant an extension to February 28, 2023 and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

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

Attachments

1. Extension Request Letter
2. Location Exhibit

3. Ordinance

SOUTHWEST
LAND SERVICES, INC.

August 15, 2022

City of Leander
Robin Griffin, AICP
Director of Development Services
201 N. Brushy Street
Leander, Texas 78641

RE: Request for Extension
B-Twisted Final Plat application
21-SFP-006

Ms. Griffin:

Please accept this letter on behalf of the Owners of the referenced tract as a request for an extension to referenced Final Plat application currently in process. The Owners are still working through the requirement for Voluntary Annexation as specified in the latest City's review comments.

Attached is a check in the amount of Two-Hundred dollars (\$200.00), the associated fee for the extension as relayed by your staff.

Thank you for the consideration. We hope to wrap up the platting process soon.

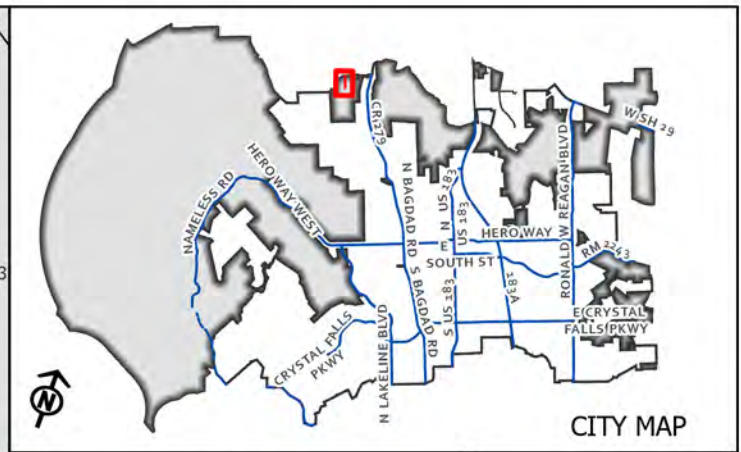
Respectfully,



David Singleton
Authorized Representative

cc: Craig Beaver, B-Twisted, LLC
Jennifer Windom Singleton, Southwest Land Services, Inc.

Delivery address: 300 CR 269 Leander Texas 78641
Mailing address: P.O. Box 984 Leander Texas 78646-0984
facsimile 512.259.9400 512.259.9000



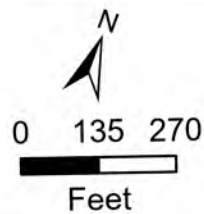
CASE: 21-SFP-006

ATTACHMENT #2

B TWISTED

Location Map

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



- Subject Area
- Leander City Limits
- ETJ

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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

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

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

WHEREAS, the Planning Department granted one six (6) month extension for the B Twisted short form final plat application (the "Final Plat Application") which expires on or about August 28, 2022;

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

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

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

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the short form final plat application to January 28, 2023. In the event that the short form final plat Application is not approved by the Planning and Zoning Commission on or before January 28, 2023, the short form final plat application shall expire.

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

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

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

THE CITY OF LEANDER, TEXAS

ATTEST:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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.

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.

APPLICANT/AGENT:

VLine Properties, LLC

PRESENTER:

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

Attachments

1. Masonry Development Agreement
2. Location Map

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR 3219 N Lakeline Blvd.**

This Development Agreement Establishing Development Standards for the **3219 N Lakeline Blvd.** (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 **VLine Properties, 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 two (2) acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for commercial uses (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

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

Section 3. Development Standards.

- (a) Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least 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:

VLine Properties, LLC
Attn: Venkat Gudapuri
3109 Kenai Drive, STE 109
Cedar park, TX 78613
Williamson

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: Venkat Gudapuri
Name: Venkat Gudapuri / VLine Properties
Title: Owner

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 10th day of August, 2022, by Venkat Gudapuri owner of VLine Properties a LLC company, on behalf of said company.

(SEAL)

Silvia L. Hernandez
Notary Public, State of Texas

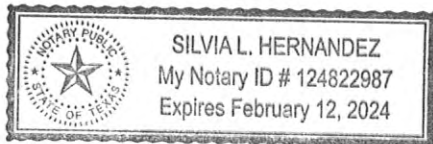
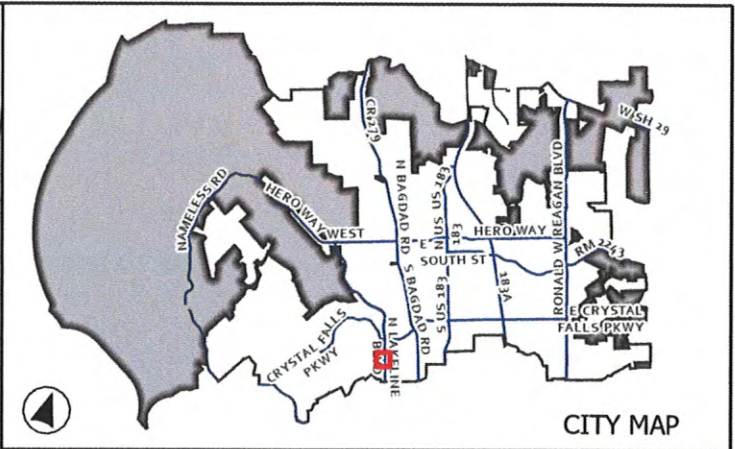
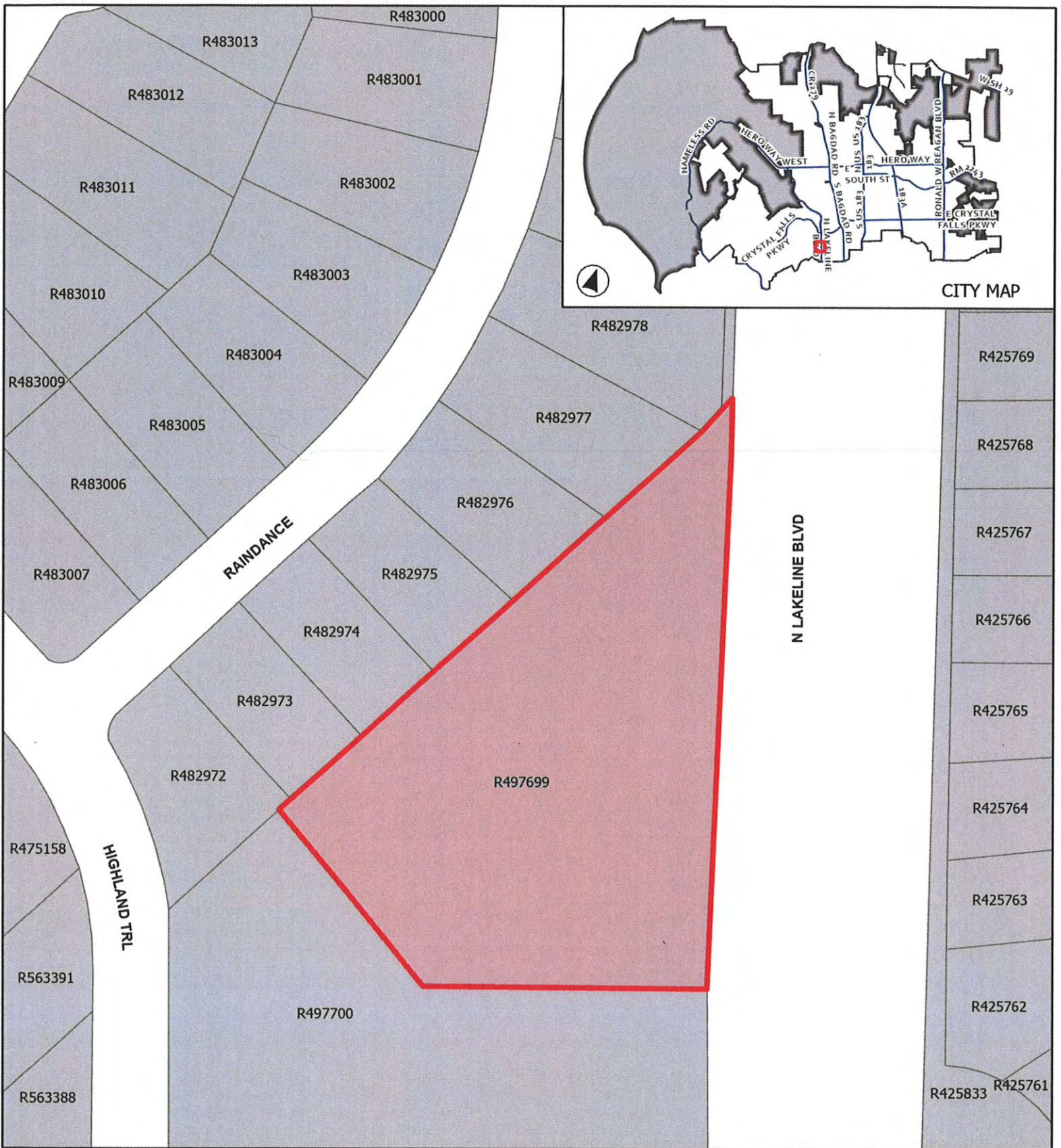


EXHIBIT “A”

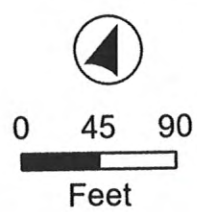
Description of Property



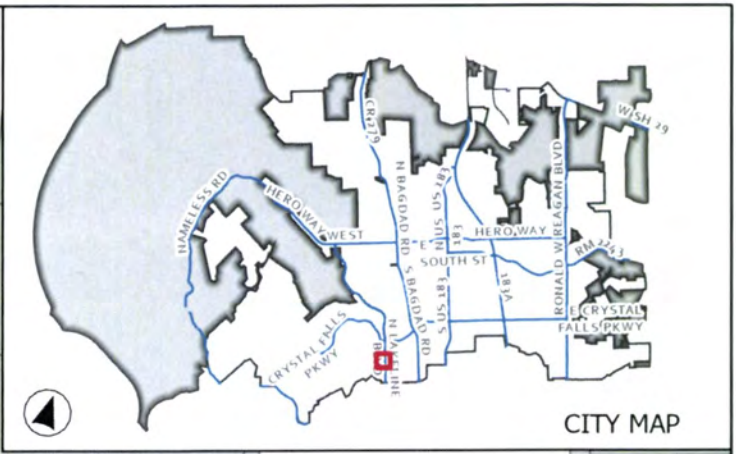
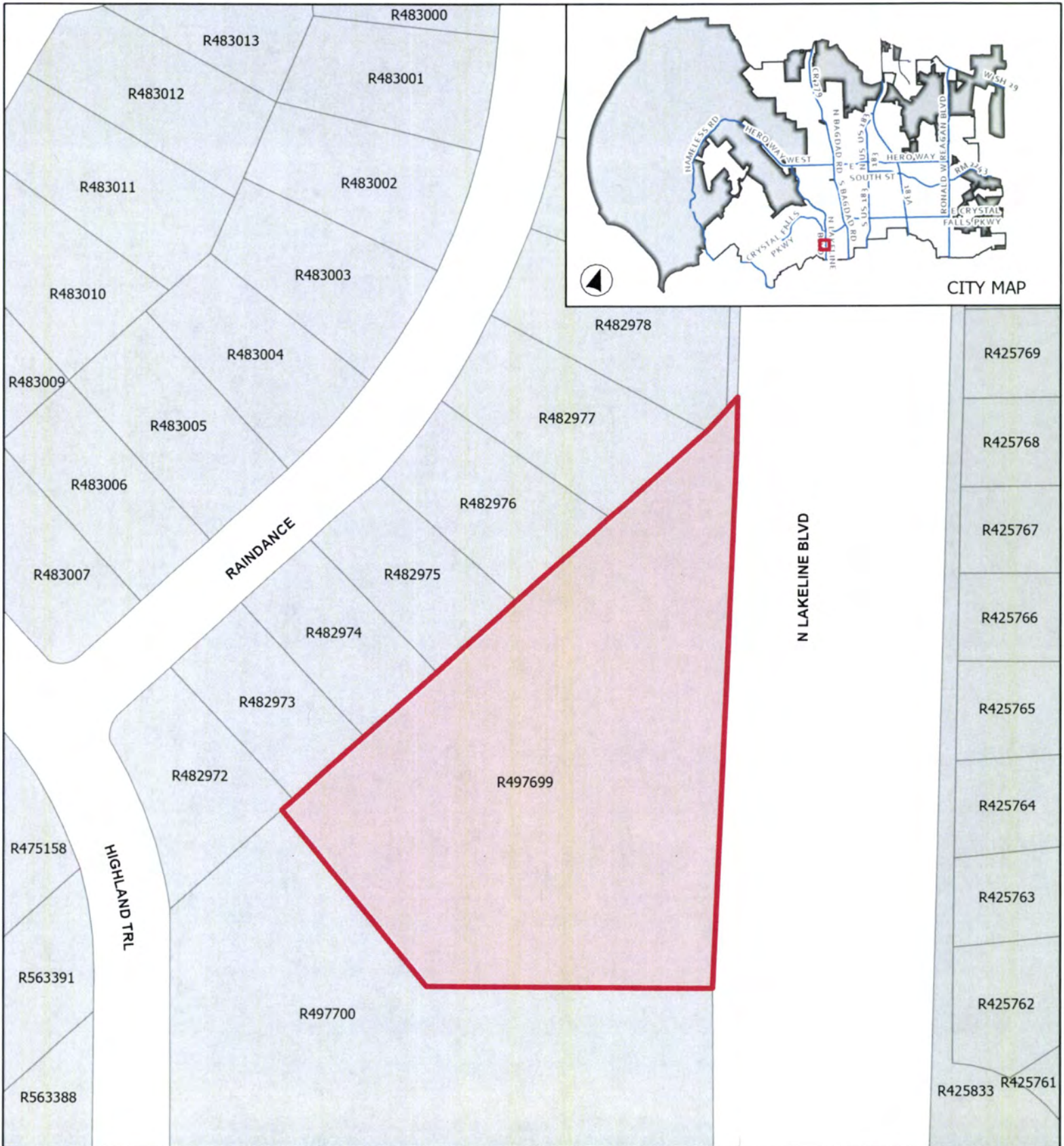
CASE: 22-DA-020 EXHIBIT A 3219 LAKELINE BLVD

Location Map

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



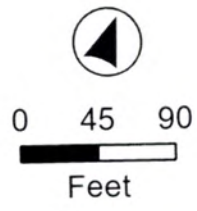
- Leander City Limits
- ETJ
- Site Location



CASE: 22-DA-020 EXHIBIT A 3219 LAKELINE BLVD

Location Map

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- Leander City Limits
- ETJ
- Site Location



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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 $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R474021; and generally addressed as 50 High Gabriel East, Leander, Williamson County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 1.594 acres $\pm$ as described above. The resolution sets the public hearing for October 10, 2022 and the readings of the ordinance for October 10, 2022 and October 20, 2022.

There is an associated zoning case for commercial uses that will be reviewed concurrently with this annexation request.

APPLICANT/AGENT:

Kirkman Engineering (Shea Kirkman) on behalf of 50 High Gabriel Partners, LTD (Jeremy Steenerson)

PRESENTER:

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

Attachments

1. Resolution
2. Location Exhibit
3. Annexation Schedule
4. Petition

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 3.903 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described herein (hereinafter, the “subject property”), into the City limits; and

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

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

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

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

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

Section 2. Proceedings. The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City, and the draft service plan shown in **Exhibit B**, are hereby accepted:

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN, EXCEPTING ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER, TEXAS.

A public hearing has been set for the date of **October 10th, 2022**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, **Exhibit A** shall control.

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

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

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

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SUBJECT PROPERTY DESCRIPTION

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron pin found along the east right-of-way line of U.S. Hwy. 183-Am as described in document recorded in Document No. 2004071926 Official Public Records of Williamson County, Texas, along the north line of said 4.91 acres, at the southwest corner of the remainder of a called 18.70 acres described in document to Tai Keong Wong, et al, recorded in Volume 1982, Page 631 Official Public Records of Williamson County, Texas, and at the northwest corner hereof;

THENCE North 69°22'12" East, along the south line of said Wong tract, along the north line of said 4.91 acres, and hereof, passing a 1/2" iron pin found at a distance of 137.74', and in all, a distance of 1049.42' to a calculated point in a power pole at the common corner of said Wong tract, a tract described in document to Rober & Carla Riley, recorded in Document No 19990831994, Official Public Records of Williamson County, Texas, a tract described in a document to West Texas Tumbleweed, LP, recorded in Document No. 2007095737, Official Public Records of Williamson County, Texas, and hereof;

THENCE South 20°39;10" East, along the west line of said Tumbleweed tract a distance of 155.52' to a ½" iron found along the north line of Lot 11 of Bryson Phase 2, Section 1, a subdivision in Williamson County, Texas, as shown on a plat recorded in Document No. 2017105839, Official Public Records of Williamson County, Texas, at the southeast corner hereof;

THENCE South 69°20'55" West, along the north line of said Bryson Subdivision, the north line of a called 13.809 acre tract described in document to ARSG Living, LLC, recorded in Document No. 2020166828, Official Public Records of Williamson County, Texas, and along the south line hereof, a distance of 1133.10' to a ½" iron pin found along the east right-of-way line of said U.S. Hwy 183-A, at the northwest corner of said ARSG Living tract, and at the southwest corner hereof, in a curve to the right;

THENCE along the right-of-way of said highway, the following courses and distances:

- 1) Along a curve to the having a delta angle of 01°23'24", an arc length of 134.14', a radius of 5529.58', a chord bearing of North 07°25'05" East, and a chord length of 134.14' to a concrete right-of-way monument found at the end of said curve;
- 2) North 08°03'17" East, a distance of 42.81' to the **POINT OF BEGINNING**, containing 3.90 acres, more or less.

LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO LEANDER, TEXAS.

Exhibit B

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

WHEREAS, the undersigned is the owner of a certain area of land located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”); and

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City; and

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City; and

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

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

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

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City, and further described as follows:

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN, EXCEPTING ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER, TEXAS.

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

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

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

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

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

Petitioners:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

§

§

§

day personally appeared _____,

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20__.

(SEAL)

STATE OF TEXAS §

§

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20____.

(SEAL)

Notary Public - State of Texas

Exhibit A
PROPERTY DESCRIPTION

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½” iron pin found along the east right-of-way line of U.S. Hwy. 183-Am as described in document recorded in Document No. 2004071926 Official Public Records of Williamson County, Texas, along the north line of said 4.91 acres, at the southwest corner of the remainder of a called 18.70 acres described in document to Tai Keong Wong, et al, recorded in Volume 1982, Page 631 Official Public Records of Williamson County, Texas, and at the northwest corner hereof;

THENCE North 69°22’12” East, along the south line of said Wong tract, along the north line of said 4.91 acres, and hereof, passing a 1/2” iron pin found at a distance of 137.74’, and in all, a distance of 1049.42’ to a calculated point in a power pole at the common corner of said Wong tract, a tract described in document to Rober & Carla Riley, recorded in Document No 19990831994, Official Public Records of Williamson County, Texas, a tract described in a document to West Texas Tumbleweed, LP, recorded in Document No. 2007095737, Official Public Records of Williamson County, Texas, and hereof;

THENCE South 20°39’10” East, along the west line of said Tumbleweed tract a distance of 155.52’ to a ½” iron found along the north line of Lot 11 of Bryson Phase 2, Section 1, a subdivision in Williamson County, Texas, as shown on a plat recorded in Document No. 2017105839, Official Public Records of Williamson County, Texas, at the southeast corner hereof;

THENCE South 69°20’55” West, along the north line of said Bryson Subdivision, the north line of a called 13.809 acre tract described in document to ARSG Living, LLC, recorded in Document No. 2020166828, Official Public Records of Williamson County, Texas, and along the south line hereof, a distance of 1133.10’ to a ½” iron pin found along the east right-of-way line of said U.S. Hwy 183-A, at the northwest corner of said ARSG Living tract, and at the southwest corner hereof, in a curve to the right;

THENCE along the right-of-way of said highway, the following courses and distances:

- 3) Along a curve to the having a delta angle of $01^{\circ}23'24''$, an arc length of 134.14', a radius of 5529.58', a chord bearing of North $07^{\circ}25'05''$ East, and a chord length of 134.14' to a concrete right-of-way monument found at the end of said curve;
- 4) North $08^{\circ}03'17''$ East, a distance of 42.81' to the **POINT OF BEGINNING**, containing 3.90 acres, more or less.

LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER, TEXAS.

Exhibit B

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

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation (“City”), and High Gabriel Partners, LTD (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto, less and except any property previously annexed by the City. (the “subject property”); and

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

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

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (hereinafter, the “Effective Date”); and

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

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

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

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

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

The following services will be provided for the subject property on the Effective Date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the Landowner or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the

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

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

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

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

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

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

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

(B) Routine maintenance as presently performed by the City.

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

(A) As provided in C(i)(A)&(B) above;

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

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

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

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

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

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

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

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

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

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Richard B. Beverlin, III, City Manager

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron pin found along the east right-of-way line of U.S. Hwy. 183-Am as described in document recorded in Document No. 2004071926 Official Public Records of Williamson County, Texas, along the north line of said 4.91 acres, at the southwest corner of the remainder of a called 18.70 acres described in document to Tai Keong Wong, et al, recorded in Volume 1982, Page 631 Official Public Records of Williamson County, Texas, and at the northwest corner hereof;

THENCE North 69°22'12" East, along the south line of said Wong tract, along the north line of said 4.91 acres, and hereof, passing a 1/2" iron pin found at a distance of 137.74', and in all, a distance of 1049.42' to a calculated point in a power pole at the common corner of said Wong tract, a tract described in document to Rober & Carla Riley, recorded in Document No 19990831994, Official Public Records of Williamson County, Texas, a tract described in a document to West Texas Tumbleweed, LP, recorded in Document No. 2007095737, Official Public Records of Williamson County, Texas, and hereof;

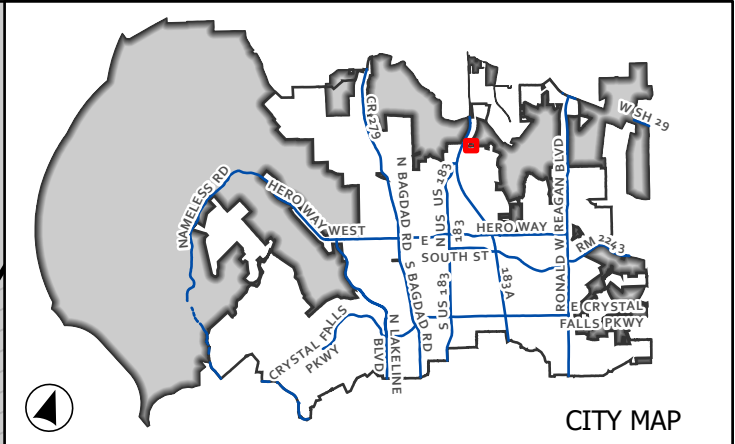
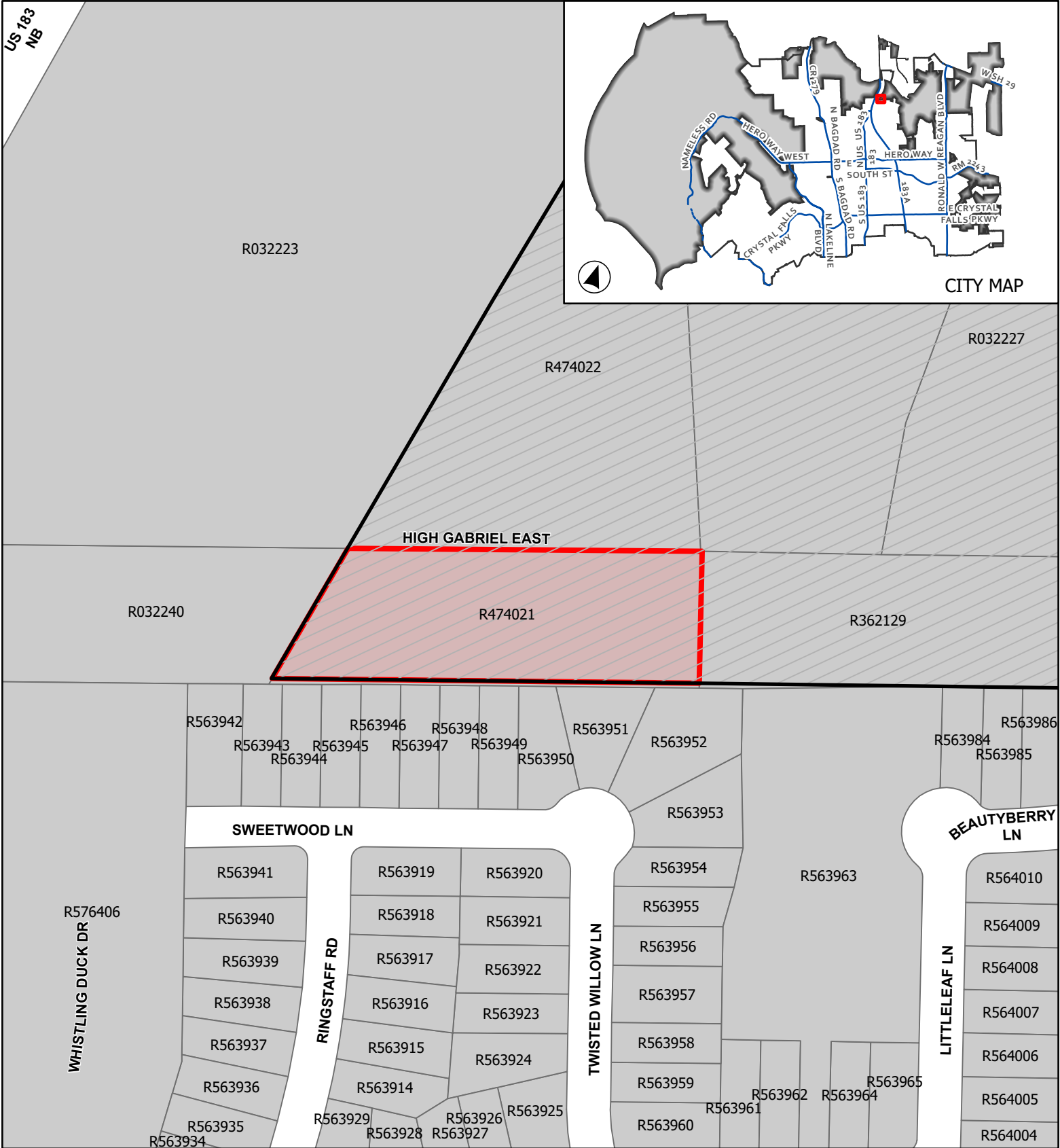
THENCE South 20°39'10" East, along the west line of said Tumbleweed tract a distance of 155.52' to a ½" iron found along the north line of Lot 11 of Bryson Phase 2, Section 1, a subdivision in Williamson County, Texas, as shown on a plat recorded in Document No. 2017105839, Official Public Records of Williamson County, Texas, at the southeast corner hereof;

THENCE South 69°20'55" West, along the north line of said Bryson Subdivision, the north line of a called 13.809 acre tract described in document to ARSG Living, LLC, recorded in Document No. 2020166828, Official Public Records of Williamson County, Texas, and along the south line hereof, a distance of 1133.10' to a ½" iron pin found along the east right-of-way line of said U.S. Hwy 183-A, at the northwest corner of said ARSG Living tract, and at the southwest corner hereof, in a curve to the right;

THENCE along the right-of-way of said highway, the following courses and distances:

- 1) Along a curve to the having a delta angle of 01°23'24", an arc length of 134.14', a radius of 5529.58', a chord bearing of North 07°25'05" East, and a chord length of 134.14' to a concrete right-of-way monument found at the end of said curve;
- 2) North 08°03'17" East, a distance of 42.81' to the **POINT OF BEGINNING**, containing 3.90 acres, more or less.

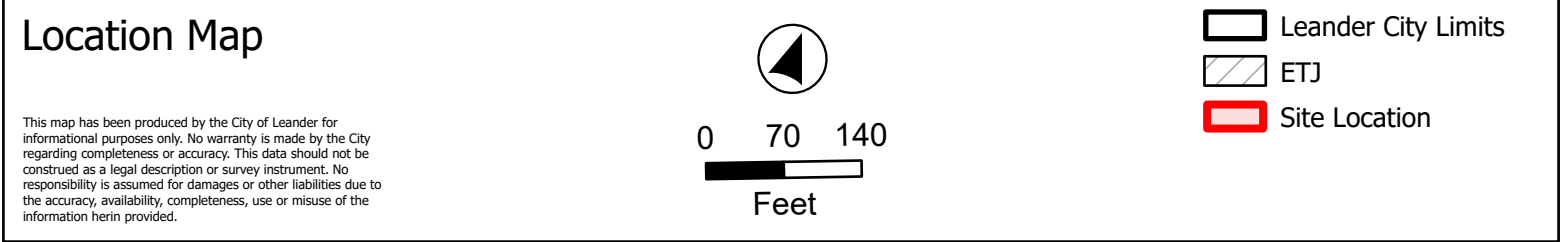
LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER, TEXAS.



CASE: 22-A-007

ATTACHMENT 2

50 HIGH GABRIEL EAST (ADDITION)



STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

WHEREAS, the undersigned is the owner of a certain area of land located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”); and

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City; and

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City; and

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

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

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

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City, and further described as follows:

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN AND EXCEPTING ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental

services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit B**.

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

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

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

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

Petitioners:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20__.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20__.

(SEAL)

Notary Public - State of Texas

Exhibit A
PROPERTY DESCRIPTION

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron pin found along the east right-of-way line of U.S. Hwy. 183-Am as described in document recorded in Document No. 2004071926 Official Public Records of Williamson County, Texas, along the north line of said 4.91 acres, at the southwest corner of the remainder of a called 18.70 acres described in document to Tai Keong Wong, et al, recorded in Volume 1982, Page 631 Official Public Records of Williamson County, Texas, and at the northwest corner hereof;

THENCE North 69°22'12" East, along the south line of said Wong tract, along the north line of said 4.91 acres, and hereof, passing a 1/2" iron pin found at a distance of 137.74', and in all, a distance of 1049.42' to a calculated point in a power pole at the common corner of said Wong tract, a tract described in document to Rober & Carla Riley, recorded in Document No 19990831994, Official Public Records of Williamson County, Texas, a tract described in a document to West Texas Tumbleweed, LP, recorded in Document No. 2007095737, Official Public Records of Williamson County, Texas, and hereof;

THENCE South 20°39;10" East, along the west line of said Tumbleweed tract a distance of 155.52' to a ½" iron found along the north line of Lot 11 of Bryson Phase 2, Section 1, a subdivision in Williamson County, Texas, as shown on a plat recorded in Document No. 2017105839, Official Public Records of Williamson County, Texas, at the southeast corner hereof;

THENCE South 69°20'55" West, along the north line of said Bryson Subdivision, the north line of a called 13.809 acre tract described in document to ARSG Living, LLC, recorded in Document No. 2020166828, Official Public Records of Williamson County, Texas, and along the south line hereof, a distance of 1133.10' to a ½" iron pin found along the east right-of-way line of said U.S. Hwy 183-A, at the northwest corner of said ARSG Living tract, and at the southwest corner hereof, in a curve to the right;

THENCE along the right-of-way of said highway, the following courses and distances:

- 1) Along a curve to the having a delta angle of 01°23'24", an arc length of 134.14', a radius of 5529.58', a chord bearing of North 07°25'05" East, and a chord length of 134.14' to a concrete right-of-way monument found at the end of said curve;
- 2) North 08°03'17" East, a distance of 42.81' to the **POINT OF BEGINNING**, containing 3.90 acres, more or less.

LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER, TEXAS.

Exhibit B

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

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

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto, less and except any property previously annexed by the City. (the "subject property"); and

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

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

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

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

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

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

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

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

The following services will be provided for the subject property on the Effective Date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the Landowner or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

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

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

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

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

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

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

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

applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

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

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

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

(B) Routine maintenance as presently performed by the City.

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

(A) As provided in C(i)(A)&(B) above;

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

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

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

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

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

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

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

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

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

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Richard B. Beverlin, III, City Manager

LANDOWNER(S):

By: _____
Name (print): _____
Title: _____
Date: _____

By: _____
Name (print): _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20__.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20__.

(SEAL)

Notary Public - State of Texas

Subject Property Description

BEING 3.903 ACRES OF LAND IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, AND BEING THE REMAINDER OF THAT CALLED 4.91 ACRES DESCRIBED IN DOCUMENT TO GARY WORTH SEAMAN, ET AL, RECORDED IN DOCUMENT NO. 9648053 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.903 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron pin found along the east right-of-way line of U.S. Hwy. 183-Am as described in document recorded in Document No. 2004071926 Official Public Records of Williamson County, Texas, along the north line of said 4.91 acres, at the southwest corner of the remainder of a called 18.70 acres described in document to Tai Keong Wong, et al, recorded in Volume 1982, Page 631 Official Public Records of Williamson County, Texas, and at the northwest corner hereof;

THENCE North 69°22'12" East, along the south line of said Wong tract, along the north line of said 4.91 acres, and hereof, passing a 1/2" iron pin found at a distance of 137.74', and in all, a distance of 1049.42' to a calculated point in a power pole at the common corner of said Wong tract, a tract described in document to Rober & Carla Riley, recorded in Document No 19990831994, Official Public Records of Williamson County, Texas, a tract described in a document to West Texas Tumbleweed, LP, recorded in Document No. 2007095737, Official Public Records of Williamson County, Texas, and hereof;

THENCE South 20°39'10" East, along the west line of said Tumbleweed tract a distance of 155.52' to a ½" iron found along the north line of Lot 11 of Bryson Phase 2, Section 1, a subdivision in Williamson County, Texas, as shown on a plat recorded in Document No. 2017105839, Official Public Records of Williamson County, Texas, at the southeast corner hereof;

THENCE South 69°20'55" West, along the north line of said Bryson Subdivision, the north line of a called 13.809 acre tract described in document to ARSG Living, LLC, recorded in Document No. 2020166828, Official Public Records of Williamson County, Texas, and along the south line hereof, a distance of 1133.10' to a ½" iron pin found along the east right-of-way line of said U.S. Hwy 183-A, at the northwest corner of said ARSG Living tract, and at the southwest corner hereof, in a curve to the right;

THENCE along the right-of-way of said highway, the following courses and distances:

- 1) Along a curve to the having a delta angle of 01°23'24", an arc length of 134.14', a radius of 5529.58', a chord bearing of North 07°25'05" East, and a chord length of 134.14' to a concrete right-of-way monument found at the end of said curve;
- 2) North 08°03'17" East, a distance of 42.81' to the **POINT OF BEGINNING**, containing 3.90 acres, more or less.

LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF LEANDER, TEXAS.



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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 Sodalís Minor PUD with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 4.995 acres $\pm$ 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.

BACKGROUND:

This request is the final step in the zoning process. The Planning & Zoning Commission conducted a public hearing during the July 28, 2022 meeting. The Commission postponed action on the case due to notification concerns. A neighbor stated that the applicant sent a substandard notice that only provided two (2) maps that lacked context. The Commission requested that the applicant reach out to the adjacent Homeowners' Association (HOA) and confirm that they are aware of the request. Staff emailed the neighborhood outreach information to the Oak Creek HOA. Unfortunately, staff could not find an email address for the Enclave at Maya Vista HOA. The applicant sent an updated outreach letter to this HOA. Staff did confirm that the concerned neighbor was not located within five hundred (500') feet and was not mailed a notice. The applicant has provided the materials that were sent to the property owners within five hundred (500') feet.

HISTORY/TIMELINE:

07/28/2022 - Planning & Zoning Commission, 1st Public Hearing
08/11/2022 - Planning & Zoning Commission, Action

APPLICANT/AGENT:

RSG Engineering (Hind Saad) on behalf of EC Ventures, LTD (Ernest Cunningham)

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval of the request during the August 11, 2022 meeting.

PRESENTER:

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

Attachments

12. P&Z Minutes
1. Planning Analysis - Sodalís Minor PUD
2. Current Zoning
3. Future Land Use Map
4. Public Notification
5. Proposed Zoning Map
6. Aerial
7. PUD Notes & Conceptual Site Layout and Land Use Plan
8. Letter of Intent
9. Summary of Neighborhood Communication

10. Neighborhood Outreach Update

11. Ordinance



PLANNING ANALYSIS

ZONING CASE 22-Z-020 SODALIS MINOR PUD

GENERAL INFORMATION

Owner/Agent: RSG Engineering (Hind Saad) on behalf of EC Ventures, LTD (Ernest Cunningham).

Current Zoning: Tylerville Planned Unit Development
Base zoning of SFC-2-A (Single-Family Compact)

Proposed Zoning: Sodalís Minor PUD
Base zoning of LC-2-A (Local Commercial) with assisted living facility as the permitted use.

Size and Location: The property is located northwest of the intersection of San Gabriel and Broade Street, including approximately 5.0 acres.

Staff Contact: Cory Dale
Planner

APPLICANT REQUEST

The applicant has submitted a request to remove the tract from the Tylerville PUD and establish a stand-alone Minor PUD with above base zoning in order to operate an assisted living center with associated parking and amenities.

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?

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PUD-SF	Tylerville PUD (Single-Family Compact)
EAST	PUD-SF	Tylerville PUD (Single-Family Compact)
SOUTH	PUD-SF	Oak Creek PUD (Single-Family Compact)
WEST	PUD-SF	Hill Country PUD

SURROUNDING AREA:

This property is located along W San Gabriel Parkway just east of the intersection of San Gabriel and Broade Street. The property is bound to the north and east by The Enclave at Maya Vista subdivision. To the south (across San Gabriel) is the Oak Creek Phase 5 subdivision and to the west is the Hill Country Bible Church

PHYSICAL AND NATURAL FEATURES:

This property is currently undeveloped with minimal to no tree cover. The site contains a cul-de-sac from Akumal Street and is outside of the floodplain. The site will be evaluated for drainage criteria later in the development process.

PREVIOUS ZONING CASES:

The following zone case(s) were previously submitted for this property:

- Tylerville PUD Ordinance 14-074-00 was approved by City Council on 12/04/2014.

MAJOR CORRIDORS:

This property has access onto West San Gabriel Parkway and Akumal Street

TRANSPORTATION PLAN REQUIREMENTS:

Driveways along West San Gabriel Parkway will be reviewed by Engineering staff at site development stage. The driveway spacing along West San Gabriel Parkway will be dictated by the Austin Transportation Criteria Manual. The ultimate build out of West San Gabriel Parkway may be determined by the Engineering Department during the development process.

SUBDIVISIONS:

Property is currently unplatted.

EXISTING UTILITIES:

This property has access to both water and sewer from the surrounding subdivisions.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:

USE COMPONENT

MINOR PUD – MINOR PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Minor Planned Unit Development (PUD) district is to allow for minor deviations from the permitted uses allowed in the Composite Zoning Ordinance. The intent of this zoning request is to allow for an assisted living center. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

USE COMPONENT

LC – LOCAL COMMERCIAL:

Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SITE COMPONENT

TYPE 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

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Support senior living communities near neighborhoods and infill locations.

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

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

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

These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to maintain safe traffic movement along these streets. Appropriate bufferyards are required to ensure compatibility with adjacent Neighborhood Residential.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 03/07/2021. The following changes were made to the project since the development meeting was held:

- No significant changes.

The following ordinance changes occurred following the development meeting which may have impacted this project.

- No applicable changes.

NOTIFICATION

07/07/2022 - Public Notice on Hill Country News
 07/13/2022 - Mail Notification to Property Owners within 200'
 07/13/2022 - Public Hearing Signage Posted on Property
 07/28/2022 - Planning and Zoning Commission Public Hearing
 08/18/2022 - City Council Public Hearing & First Reading of the Ordinance
 09/01/2022 - City Council Second & Final Reading of the Ordinance

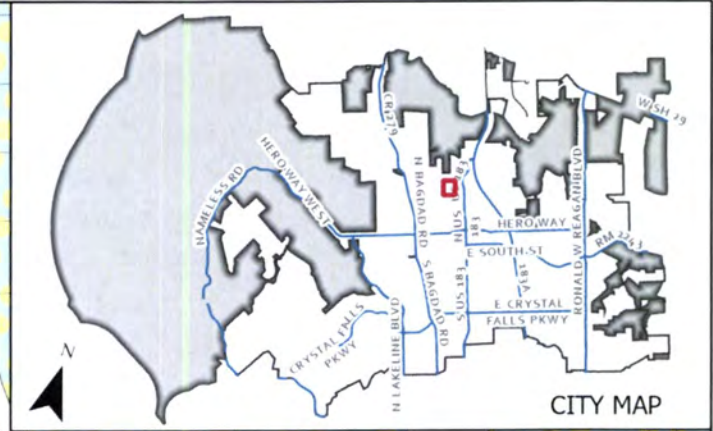
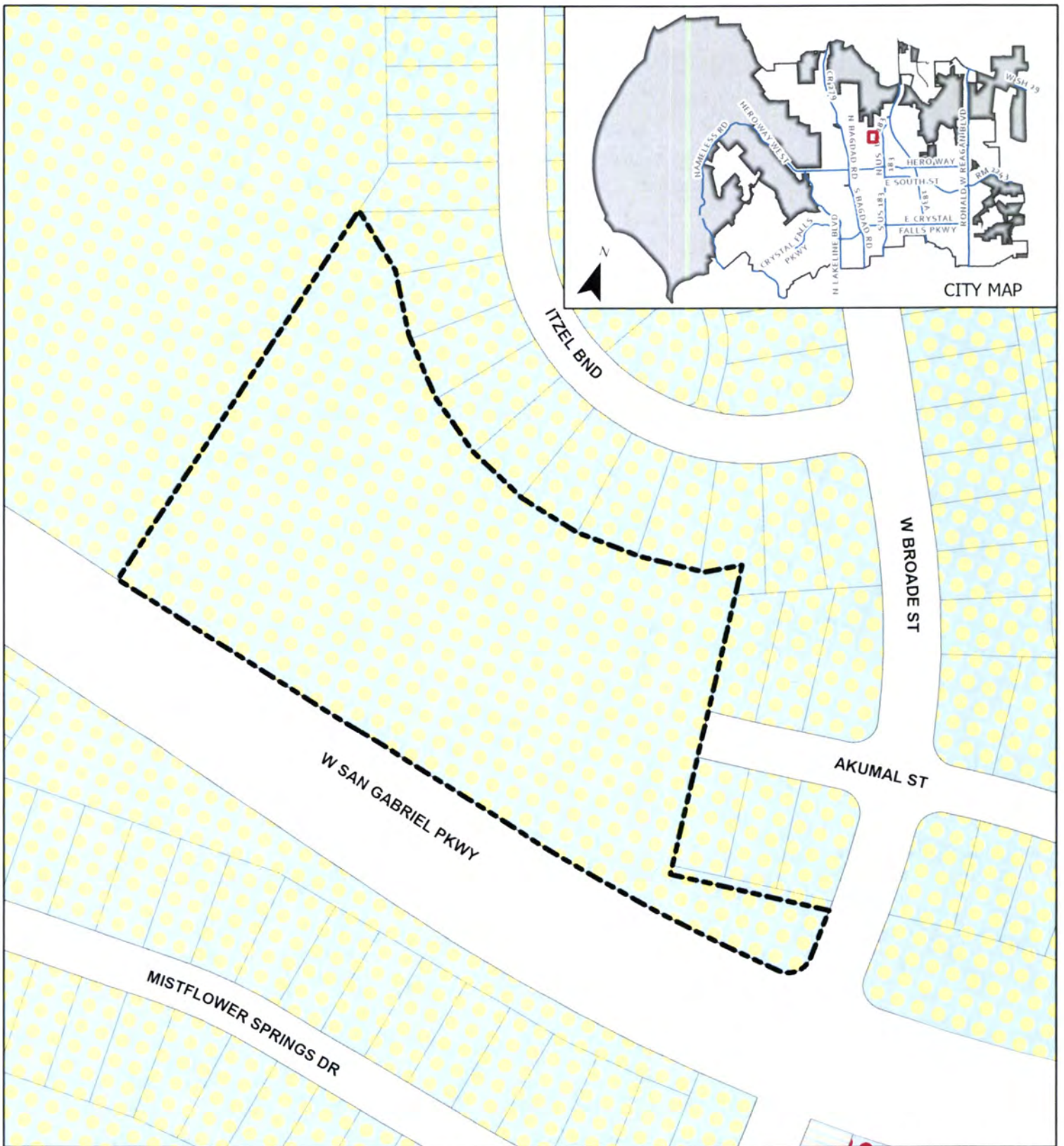
PUBLIC NOTIFICATION:

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.

See attachment 9 in the agenda packet for the Neighborhood Outreach summary of communications, example letter and mailing labels.

APPROVAL CRITERIA:

This request is proposing a Minor PUD in order to allow for the development of an assisted living center with the base zoning of LC-2-A (Local Commercial). This would be the only allowable use allowed per the Minor PUD. This site has frontage along both San Gabriel Pkwy with a secondary ingress/egress off Akumal Street. This Minor PUD includes a waiver to allow an assisted living facility that would normally require the GC (General Commercial) use component.



CASE: 22-Z-020

ATTACHMENT 2

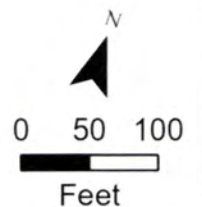
SODALIS LEANDER

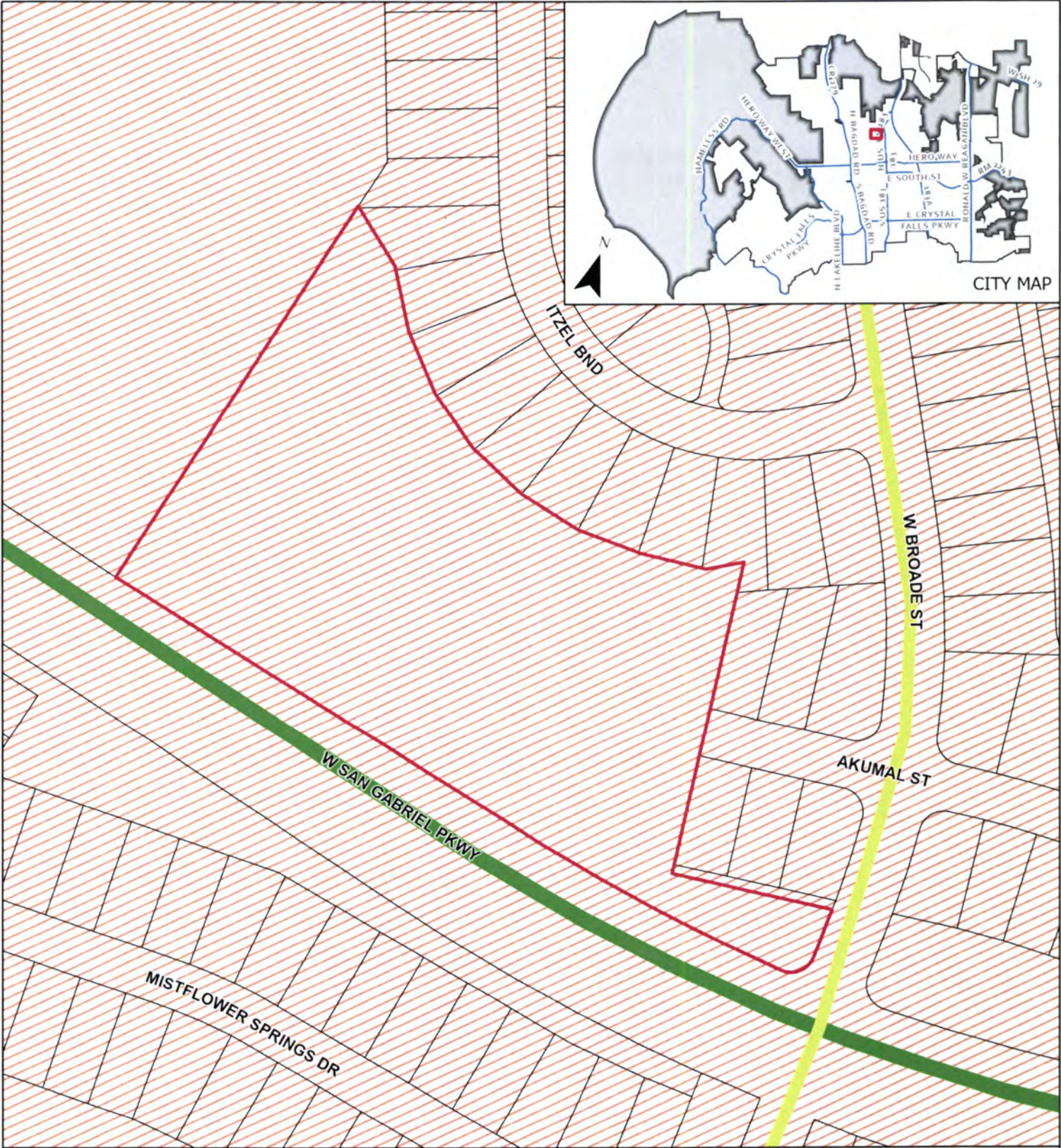
Current Zoning

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

-  PUD - Single-Family
-  PUD - General Commercial
-  CD - Conventional Sector





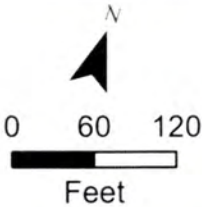
CASE: 22-Z-020

ATTACHMENT 3

SODALIS LEANDER

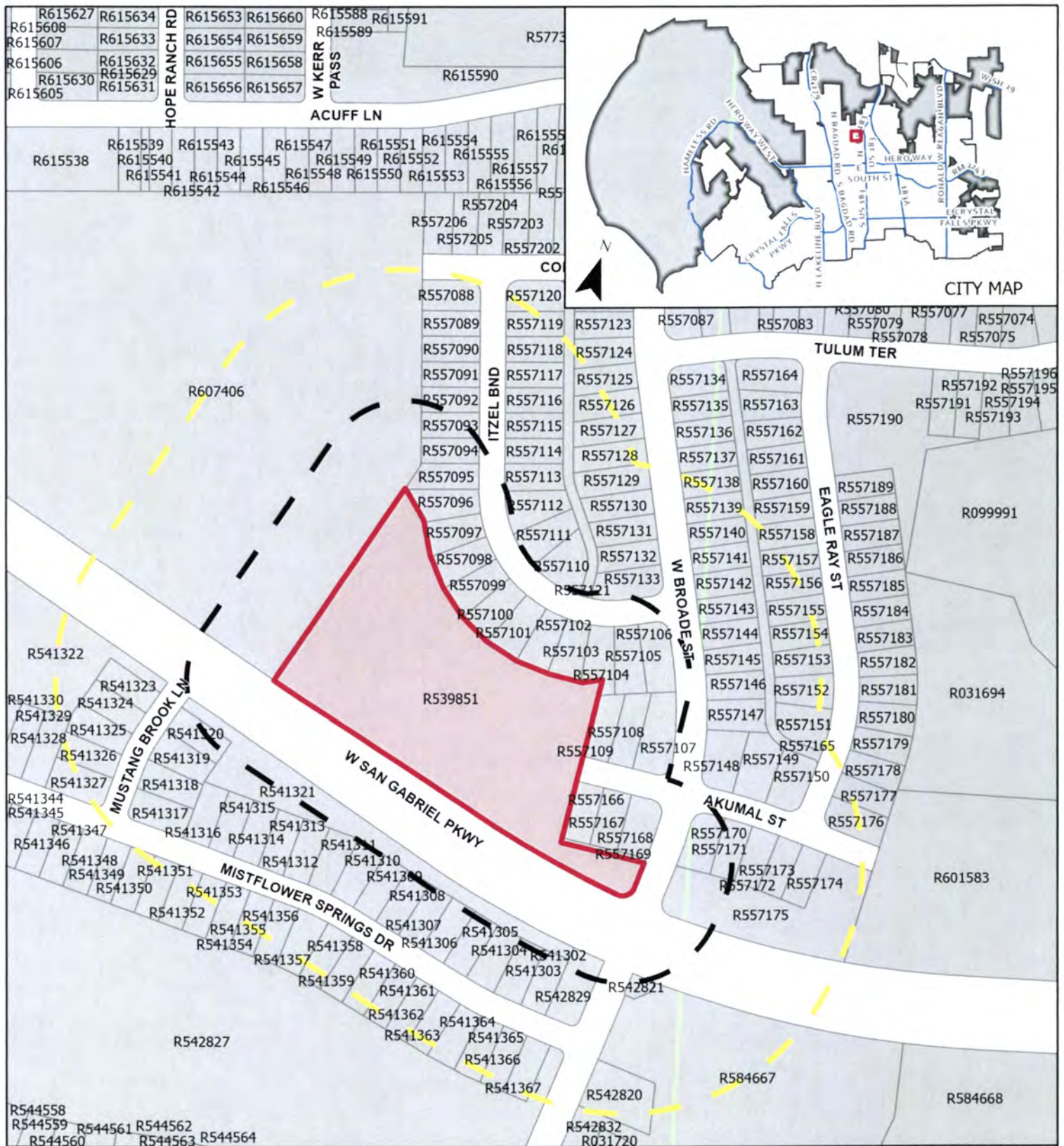
Future Land Use Map

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



- Leander City Limits
- Leander ETJ
- Subject Area
- Arterial 6 Lane, Existing
- Collector, Existing

- Future Land Use
- Neighborhood Residential
 - Multi-Use Corridor
 - Multi-Use Corridor - Priority Corridor



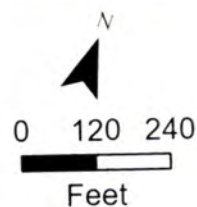
CASE: 22-Z-020

ATTACHMENT 4

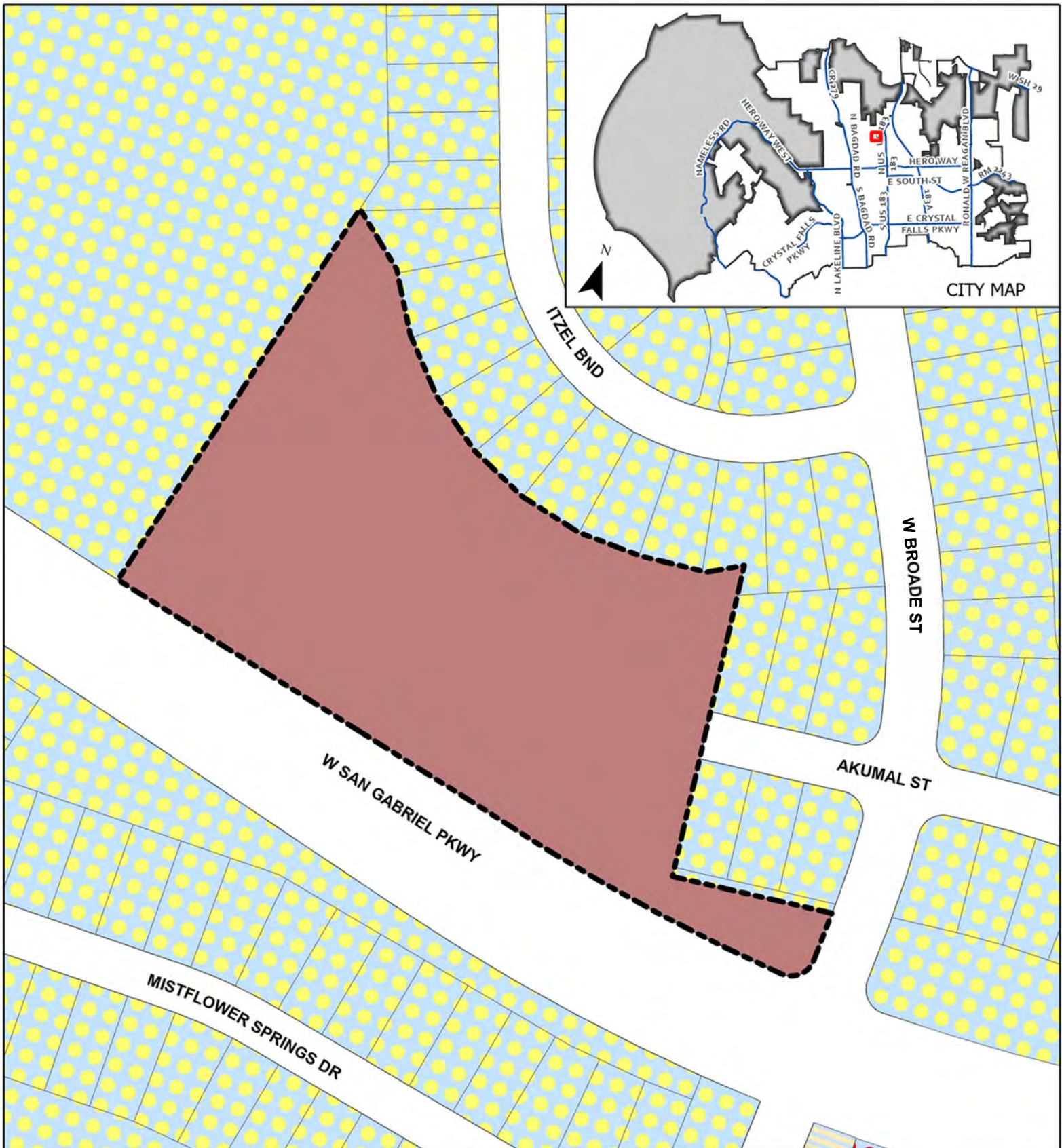
SODALIS LEANDER

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.



- Subject Area
- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ



CASE: 22-Z-020

ATTACHMENT 5

SODALIS LEANDER

Proposed Zoning

-  Leander City Limits
-  ETJ
-  Subject Area
-  LC-2-A - Local Commercial

-  PUD - Single-Family
-  PUD - General Commercial
-  CD - Conventional Sector

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.

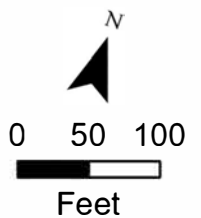


EXHIBIT A

SODALIS LEANDER MINOR PLANNED UNIT DEVELOPMENT

Amendment to the Tylerville PUD (Ordinance 14-074-00)

A. Purpose and Intent

1. The Sodalís Leander Minor PUD is comprised of approximately 5 acres with is the remainder of 107.228 acres as shown in **Exhibit B**. The development of this property includes local commercial uses as well as an assisted living facility.

B. Applicability and Base Zoning

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

LC-2-A (Local Commercial)

C. Allowable / Prohibited Uses

1. Allowable Uses:
 - a. The allowable uses shall be limited to an assisted living center



**FIELD NOTES
FOR
A 4.995 ACRE TRACT**

A 4.995 acre tract of land, out of the Charles Cochran Survey, Abstract No. 134, Williamson County, Texas, being a remaining portion of called 107.928 acre tract, conveyed to Waterstone Tylerville, L.P., of record in Doc. No. 2004063370, of the Official Public Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod with a cap stamped "CUNNINGHAM" in the northeast line of West San Gabriel Parkway, a variable width right-of-way, being also the northeast line of a called 9.602 acre tract, conveyed to the County of Williamson, of record in Doc. No. 2005011119, of the Official Public Records of Williamson County, Texas, for the southeast corner of a called 19.00 acre tract, conveyed to Hill Country Bible Church Leander, of record in Doc. No. 2013018966, of the Official Public Records of Williamson County, Texas, the southwest corner tract described herein, from which a found Scribed "X" in concrete bears N $76^{\circ}59'32''$ W, along and with the northeast line of West San Gabriel Parkway and the 9.602 acre tract, the southwest line of the 19.00 acre tract, a distance of 1159.57 feet for a point in the west line of the 107.928 acre tract, the west corner of the 19.00 acre tract, the northwest corner of the 9.602 acre tract;

THENCE: N $13^{\circ}07'24''$ E, leaving the northeast line of West San Gabriel Parkway and the 9.602 acre tract, along and with the east line of the 19.00 acre tract, the west line of the tract described herein, a distance of **458.14 feet** to a set $\frac{1}{2}$ " iron rod with a blue cap stamped "KFW SURVEYING" for the most westerly southwest corner of Lot 8, of the Enclave at Maya Vista Subdivision, of record in Doc. No. 2017036058, of the Official Public Records of Williamson County, Texas, the north corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod bears N $13^{\circ}07'24''$ E, a distance of 54.44 feet for the east corner of the 19.00 acre tract and an angle point of Lot 8;

THENCE: leaving the east line of the 19.00 acre tract, along and with the southwest line of the Enclave at Maya Vista Subdivision, the northeast line of the tract described herein the following nine (9) courses:

1. **S $51^{\circ}16'49''$ E**, a distance of **73.12 feet** to a found $\frac{1}{2}$ " iron rod for an angle point,
2. **S $31^{\circ}41'00''$ E**, a distance of **69.04 feet** to a found $\frac{1}{2}$ " iron rod with a cap stamped "RPLS 4046" for an angle point,
3. **S $43^{\circ}14'24''$ E**, a distance of **69.05 feet** to a found $\frac{1}{2}$ " iron rod with a cap stamped "BRIGHTON" for an angle point,
4. **S $54^{\circ}38'42''$ E**, a distance of **68.94 feet** to a set $\frac{1}{2}$ " iron rod with a blue cap stamped "KFW SURVEYING" for an angle point,
5. **S $66^{\circ}07'16''$ E**, a distance of **69.04 feet** to a found $\frac{1}{2}$ " iron rod with a cap stamped "BRIGHTON" for an angle point,
6. **S $77^{\circ}36'03''$ E**, a distance of **68.88 feet** to a found $\frac{1}{2}$ " iron rod with a cap stamped "RPLS 4046" for an angle point,
7. **S $89^{\circ}07'20''$ E**, a distance of **69.20 feet** to a found $\frac{1}{2}$ " iron rod with a cap stamped "RPLS 4046" for an angle point,
8. **N $83^{\circ}32'49''$ E**, a distance of **69.67 feet** to a found $\frac{1}{2}$ " iron rod with a cap stamped "RPLS 4046" for an angle point, and

9. N 59°44'56" E, a distance of 39.61 feet to a found ½" iron rod with a cap stamped "BRIGHTON" for an interior corner of Lot 17 of the Enclave at Maya Vista Subdivision, the northeast corner of the tract described herein;

THENCE: S 06°58'47" E, along and with a west line of the Enclave at Maya Vista Subdivision, the east line of the tract described herein, a distance of 330.51 feet to a found ½" iron rod with a cap stamped "BRIGHTON" for the southwest corner of Lot 4, an HOA Landscape Lot, of the Enclave at Maya Vista Subdivision, and an interior corner of the tract described herein;

THENCE: N 83°02'07" E, along and with the southeast line of Lot 4, the northwest line of the tract described herein, a distance of 169.38 feet to a found PK Nail in the west line of West Broade Street, a 60.00 foot right-of-way, for the southeast corner of Lot 4, and an exterior of the tract described herein;

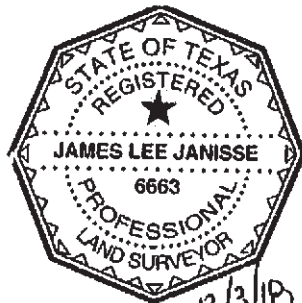
THENCE: S 01°05'42" W, along and with the west line of West Broade Street, the east line of the tract described herein, a distance of 52.28 feet to a found ½" iron rod with a cap stamped "BRIGHTON" for a point of curvature to the right;

THENCE: continuing along and with the west line of West Broade Street, the east line of the tract described herein, with the curve to the right having a radius of 25.00 feet, an arc length of 39.77 feet, a delta angle of 091°08'40" and a chord bears S 46°56'18" W, a distance of 35.71 feet to a found ½" iron rod with a cap stamped "BRIGHTON" in the northeast line of West San Gabriel Parkway and the 9.602 acre tract, for an exterior corner of the Enclave at Maya Vista Subdivision, and a point of compound curvature to the right of the tract described herein;

THENCE: leaving the west line of West Broade Street, along and with the northeast line of West San Gabriel Parkway and the 9.602 acre tract, the southwest line of the tract described herein, with the curve to the right having a radius of 1980.00 feet, an arc length of 348.09 feet, a delta angle of 010°04'22" and a chord bears N 82°14'49" W, a distance of 347.64 feet to a set ½" iron rod with a blue cap stamped "KFW SURVEYING" for the end of curve;

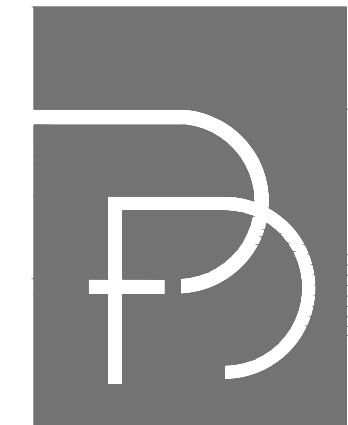
THENCE: N 76°59'32" W, continuing along and with the northeast line of West San Gabriel Parkway and the 9.602 acre tract, the southwest line of the tract described herein, a distance of 452.24 feet to the **POINT OF BEGINNING** and containing 4.995 acres, more or less, situated in Williamson County, Texas. Bearings are based on NAD83 (2011) Texas State Plane Central Zone, 4204.

Job No.: 18-131
Prepared by: KFW Surveying
Date: December 3, 2018
File: S:\Draw 2018\18-131 W San Gabriel Pkwy\DOCS\FN - 4.995AC.doc



James Janisse

12/3/18



DFD ARCHITECTS INC
305 WEST WILLIS STREET
SUITE 101
LEANDER, TEXAS 78641
PHONE: 512.259.4175
WWW.DFDARCH.COM

SODALIS AT
LEANDER
ASSISTED LIVING

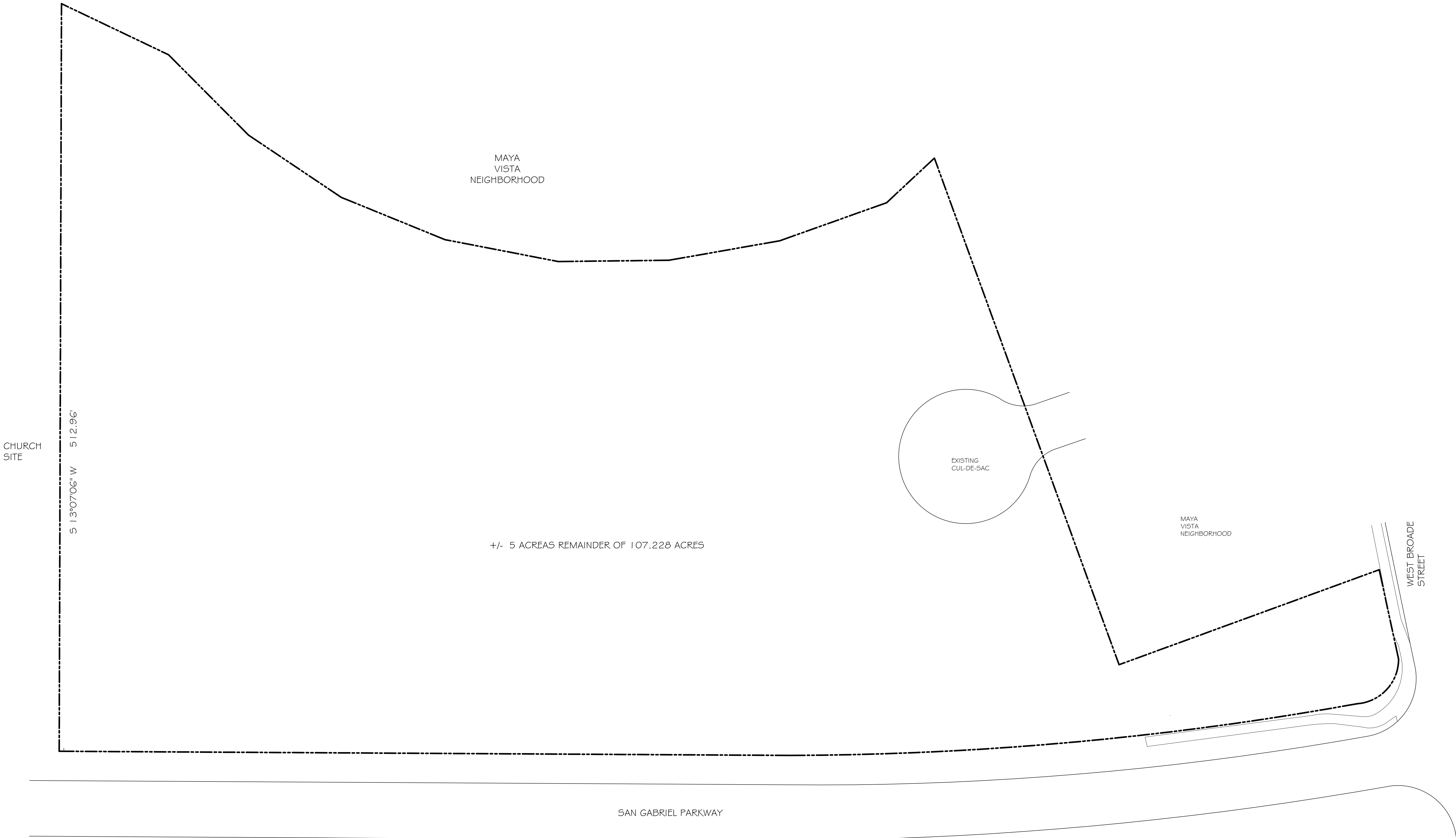
PROJECT LOCATION:

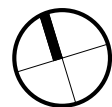
SAN GABRIEL PKWY
LEANDER, TX
78641

OWNER:
SODALIS
SENIOR LIVING

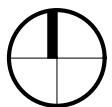
EXISTING
SITE PLAN

AS100

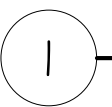




TRUE
NORTH



PLAN
NORTH



SITE PLAN
SCALE: 1"=30'-0"



City of Leander Planning
Re: Request for Zone Change

Dear Board Members,

The project is located northwest of the intersection of San Gabriel Parkway and Broade Street (PID # R539851). The tract is approximately 4.995 acres in size and is currently unplatted. Currently the tract is largely undeveloped with a cul-de-sac from Akumal Street, contains no significant trees and is out of the floodplain.

Current zoning of the tract is per the Tylerville PUD with a base zoning of SFC-2-A. This request is to remove the tract from the Tylerville PUD and establish a stand-alone Minor PUD with a base zoning of LC-2-A in order to operate an assisted living center with associated parking and amenities. No waivers are requested for the development of this tract and the allowable/prohibited uses shall be limited to an assisted living center.

We ask that the Commission review our proposed site plan and provide any pre-development guidance.

Thank you for your consideration of this matter.

Hind Saad
RSG Engineering

04.18.2022

A handwritten signature in black ink, appearing to read "Hind Saad", written over the date.

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.

A letter describing the process and what the service being provided will entail a long with general information about the company and the building. This information was mailed via United States Postal Service. March 21, 2022.

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

Please see attached list of all addresses that the information was forwarded.

3. What concerns were raised during these communications?

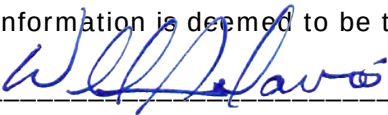
We have received no responses to date.

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

Please see item 3 above.

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

Signature: _____



Date _____

March 21, 2022



March 18, 2022

Re: Sodalis Leander Assisted Living

Dear Property Owner:

My client, Sodalis Leander, is in the process of developing their property on San Gabriel Parkway. You are receiving this letter because your property is within 500 feet of the property location.

Sodalis Senior Living is a senior living provider throughout the State of Texas. As Texas grows so has the need for senior care. Leander certainly has experienced the growth and now shows a significant need for these services. As a result, we are in the process of amending the PUD with the City of Leander.

The building will be a two-story assisted living that includes 94 units and the associated dining, living and activity spaces. Included with this letter is additional information to give you some idea of the new building that will be coming.

If you have any questions or would like to discuss this project further please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'William A. Davies', is written over a light blue horizontal line.

William A. Davies, AIA
President

NEPALLI, VISHALDEEP
3705 CARYA DR
LEANDER, TX 78641

KWONG, WING CHEUNG & SHUI
YUNG PHOEBE WONG
2628 ARION CIR
AUSTIN, TX 78730

BONHAM, LOUIS A II & QIANA T
1405 ITZEL BND
LEANDER, TX 78641

MOHAN, RICHARD A & WILAILUCK
1401 ITZEL BND
LEANDER, TX 78641

TITUS, MOTHY LEO & LATHA
1341 ITZEL BND,
LEANDER, TX 78641

CERVANTES, JOSE EDUARDO &
GARCIA, CLAUDIA
1337 ITZEL BND,
LEANDER, TX 78641

EICHENAUER, JASON DEAN & ERIN
1333 ITZEL BND,
LEANDER, TX 78641

VERMA, JAY
2228 LOOKOUT KNOLL DR
LEANDER, TX 78641-4952

VEGA, JOSE & WHITNEY JONES
1325 ITZEL BND,
LEANDER, TX 78641

AKERELE, BOSEDE
1321 ITZEL BND,
LEANDER, TX 78641

FINDLAY, FRANKIE L & BETTY W &
ALEXANDER L DONALDSON &
KAITLYN M DONALDSON
1317 ITZEL BND,
LEANDER, TX 78641

HURLEY, BRIAN KRISTOPHER &
KRISTINE MARIE
1313 ITZEL BND,
LEANDER, TX 78641

EDWARDS, GAYLON O &
DAVID E CARMODY
1309 ITZEL BND,
LEANDER, TX 78641

ESTRADA, MERCY
1305 ITZEL BND,
LEANDER, TX 78641

MATTHEWS, CHRISTOPHER &
TAYLOR
1301 ITZEL BND,
LEANDER, TX 78641

DUTCH INVESTMENTS LLC
108 RED MULBERRY WAY
LEANDER, TX 78641-4030

TANVIR, FARHAN & NAZIA SHABBIR
& TANVIR AHMED & ABIDA SHAMIM
333 AKUMAL ST,
LEANDER, TX 78641

HECKLER, JOHN JACOB & ANDREA
337 AKUMAL ST,
LEANDER, TX 78641

SERVA GIANNINO & ANA MARIA
OVIEDO CABELLO
328 AKUMAL ST,
LEANDER, TX 78641

BRITTON, CHRISTOPHER
332 AKUMAL ST,
LEANDER, TX 78641

NERIO CLARRISSIA &
KNIVES MONROE
336 AKUMAL ST,
LEANDER, TX 78641

WATERSTONE TYLerville LP
Attn: POHL BROWN & ASSOCIATES INC
10800 PECAN PARK BLVD #STE 125
AUSTIN, TX 78750-1224

MISTFLOWER LLC
623 ACADIA BND
CEDAR PARK, TX 78613-2195

HOLMES, LAUREN & JUSTIN
409 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

RANJBAR, MOJTABA
417 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

PARKER, LAURA
1807 SAM BASS RD
ROUND ROCK, TX 78681-1901

KERREY, WILLIAM S & KATY L
425 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

CONNOR, SHAE
429 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

BILIGIRI, SURESH &
VYJAYANTHI
433 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

YANG, GINA JIE (TOD) & STEVEN
ZENGXIANG YU (TOD)
PO BOX 3156
PFLUGERVILLE, TX 78691

MANZO, MARIA GIAMFORTONE
441 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

PAYTON, DERRICK
149 S BAGDAD RD APT 18204
LEANDER, TX 78641-4070

SINGH, AAMANDEEP &
KIRANDEEP SIDANA
449 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

COTA, SHERYL B
501 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

HEATH, MYA EVELYN &
VICKI MARIE
505 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

MARILYN ADEN TRUSTEE OF THE
MARILYN ADEN LIVING TRUST
176 LANDA ST APT 410
NEW BRAUNFELS, TX 78130

OAK CREEK COMMUNITY HOA INC
c/o GOODWIN & COMPANY
PO BOX 203310
AUSTIN, TX 78720-3310

MOHRMANN, NICOLE & KELLEN
WHEELER CRAMER
2801 LAKELINE BLVD #UNIT 8104
CEDAR PARK, TX 78613

RICHARD, HUBERT DALE
1312 MUSTANG BROOK LN,
LEANDER, TX 78641

KC, TARA & LILA
1317 MUSTANG BROOK LN,
LEANDER, TX 78641

LINDSAY, MONICA & RYAN
1313 MUSTANG BROOK LN,
LEANDER, TX 78641

MASTERSON, CHRIS & SHANNON
1340 ITZEL BND,
LEANDER, TX 78641

MURPHY, JOHNNY & HEIDI DENO
1332 ITZEL BND,
LEANDER, TX 78641

ROBERTS, JAN & STEVEN HILLS
1320 ITZEL BND,
LEANDER, TX 78641

ROZANSKI, LOGAN W
1629 W BROADE ST,
LEANDER, TX 78641

MORAN, ROBERT ENRIQUE
BRACHO & MARIA VIRGINIA
CEDENO PAZOS
320 AKUMAL ST,
LEANDER, TX 78641

CORDERO, ABRAHAM CORONA &
YESIREE A FUENMAYOR
FUENMAYOR
316 AKUMAL ST,
LEANDER, TX 78641

COWAN, MAURICE & TEGAN
312 AKUMAL ST,
LEANDER, TX 78641

THE ENCLAVE OF MAYA VISTA
RESIDENTIAL COMMUNITY INC
c/o FIRSTSERVICE RESIDENTIAL 5316 W
US HWY 290 SERVICE RD STE 100
AUSTIN, TX 78735

From: [Bill Turner](#)
To: [Cory Dale](#)
Cc: [Robert Bogart](#); [Carrie Martin](#); [Mara Daly](#); [All Planning Personnel](#)
Subject: Re: Rezoning Proposal 22-Z-020; Sodalís Leander
Date: Thursday, July 21, 2022 9:03:59 AM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

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

Cory,
Thanks for your fast reply. What I saw second hand was a formal notice from the city. If it pertains to the assisted living center. We're good to go.

Thanks again and regards;

Bill Turner

On Thu, Jul 21, 2022 at 7:02 AM Cory Dale <CDale@leandertx.gov> wrote:

Good morning,

Was the notice from the developer or the City? City sends out notices to property owner's within 200 feet and the Developer sends out a separate notice to property owners and HOA within 500 feet. Staff can find and send the City notice if that is what you are looking for. Additionally, for the project information reference the below hyperlink to the Agenda & Minutes page on the City website. All rezone items including a staff planning analysis, maps, neighborhood outreach, letter of intent from developer and Minor Planned Unit Development (PUD) notes will be available for review by the public shortly:

<https://www.leandertx.gov/meetings>

Last I saw, the agenda was ready to post so items should be available at some point today or by Friday evening at the latest. The Minor PUD request, in a nut shell, is to remove a portion/tract of a previously approved PUD and establish a new Minor PUD to allow for an assisted living center. Similar to the Haven at San Gabriel rezone request last year (if you are familiar with the project). I would be happy to discuss any additional questions or needed clarifications via email or phone if needed.

Professionally,

Cory Dale

Planner



📍: 201 North Brushy Street, Leander, TX 78641

📞: (512) 528-2712

✉: cdale@leandertx.gov

🌐 Visit us online at <https://www.leandertx.gov>

*** ATTENTION ***

At this time, the launch of our new Development Hub permit, inspection, and compliance center has been delayed until further notice. As of Monday, June 13, applications for permits, plan reviews, and inspections may continue to be submitted through [MyGovernmentOnline](#). Paper submittals still apply to subdivision, site development, zoning, dry utilities, and easement applications. [read more](#)

From: Bill Turner [REDACTED] >

Sent: Wednesday, July 20, 2022 5:29 PM

To: Cory Dale <CDale@leandertx.gov>

Cc: Robert Bogart [REDACTED]; Carrie Martin [REDACTED]
Mara Daly [REDACTED]

Subject: Rezoning Proposal 22-Z-020; Sodalís Leander

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

Hello Cory,

Several of our residents have received a written notice regarding this proposal. It includes a

number of unfamiliar acronyms and abbreviations.

Would you be kind enough to send us a copy of the notice along with any additional information the developer has submitted?

Regards;

Bill Turner

Oak Creek HOA



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 SODALIS MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF LC-2-A (LOCAL COMEMERCIAL); 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 4.995 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification number R539851; more particularly described in Instrument Number 2018106816 recorded in the Official Public Records of Williamson County, Texas.

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

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

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

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

PASSED AND APPROVED on First Reading this the 18th day of August, 2022.
FINALLY PASSED AND APPROVED on this the 1st day of September, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, Deputy 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 2 – John Cosgrove, *Chair*
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – Gary Hampton, Jr.
Place 6 – Laura Lantrip
Place 7 – Rick Carpenter

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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

Conduct a Public Hearing to consider the proposed budget for Fiscal Year 2023.

- 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.

BACKGROUND:

After the public hearing on the proposed budget for Fiscal Year 2023, the City Council can adopt the proposed budget, with or without amendments. State law requires that a budget be adopted before the governing body can set the tax rate. The proposed budget has been amended to include an additional \$750,000.00 in the General Fund to add three (3) additional patrol officers and two (2) additional CID detectives plus associated equipment and vehicles. State law also requires that adoption of a budget that raises more revenue from property taxes than in the previous year will first require a separate vote of the governing body to ratify the property tax increase reflected in the budget. The increase in property tax revenue is \$10,360,000.00, or 26.3%, and of that amount, \$4,555,677.00, or 44% is tax revenue to be raised from new property added to the tax roll this year.

On August 4, 2022, the City Council voted to consider a maximum proposed tax rate of 45.5262 cents split between a maximum operating rate of 27.2325 cents and 18.2937 cents for debt. The City Manager's proposed budget was based upon a debt tax rate of 16.0 cents. If City Council chooses to adopt this rate, then the total rate would be 43.2325 cents, which is a reduction of 4.7 cents from the current rate of 47.9699.

RECOMMENDATION:

Deliberate and/or confirm that the adopted budget includes Exhibit A .

Motion #1 – "I move to ratify the property tax increase reflected in the proposed budget."

Motion #2 – "I move to approve the proposed budget, including Exhibit A for FY 2023."

PRESENTER:

Robert G. Powers, Executive Finance Director

Attachments

1. Aug 4 Presentation
2. Aug 18 Presentation
3. Ordinance adopting Budget FY 2023



Discussion & Consideration of Preliminary FY 2023 Budget & Truth-in-Taxation Proposed FY 2023 Tax Rates

August 4, 2022

Preliminary Budget FY 2023

(\$325.3M)

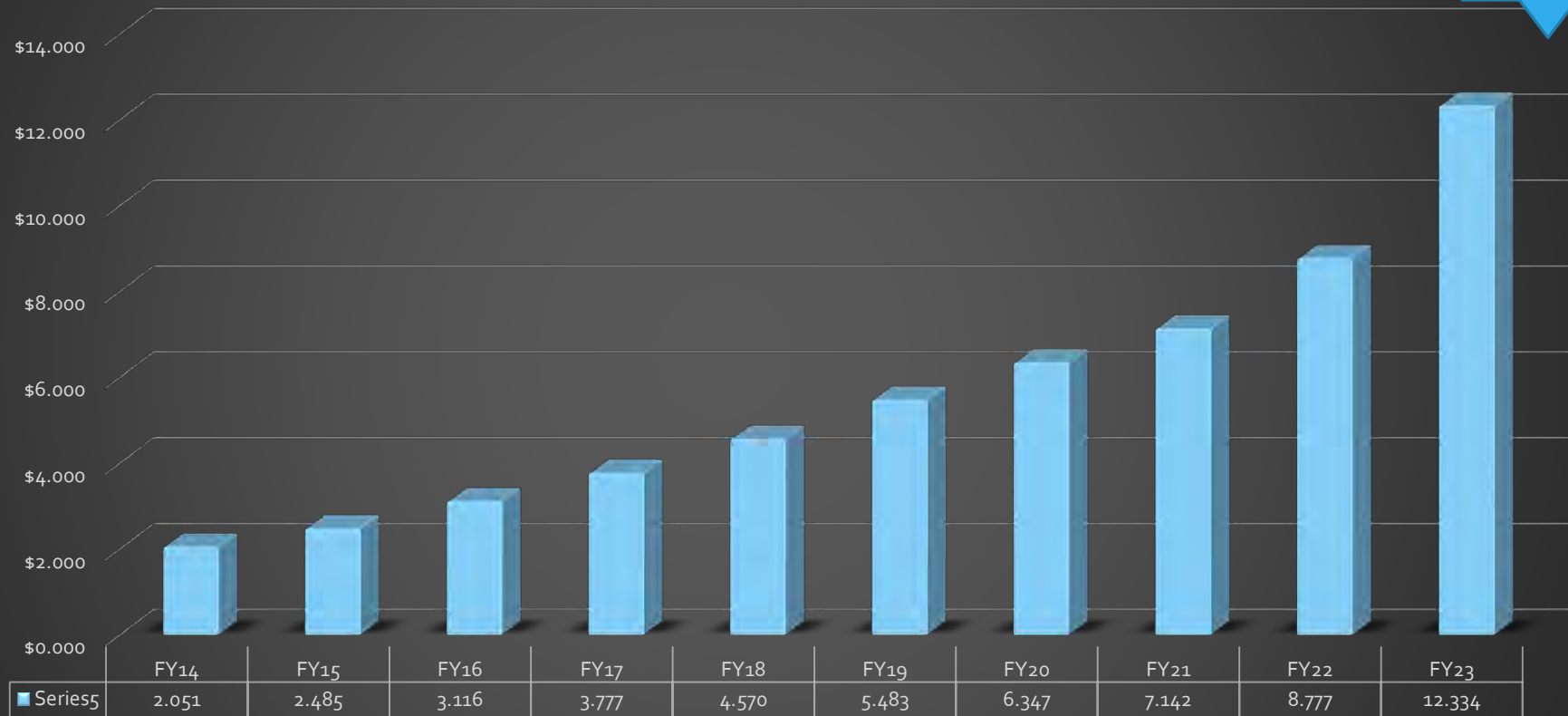
ALL FUNDS
(2019 - 2023)



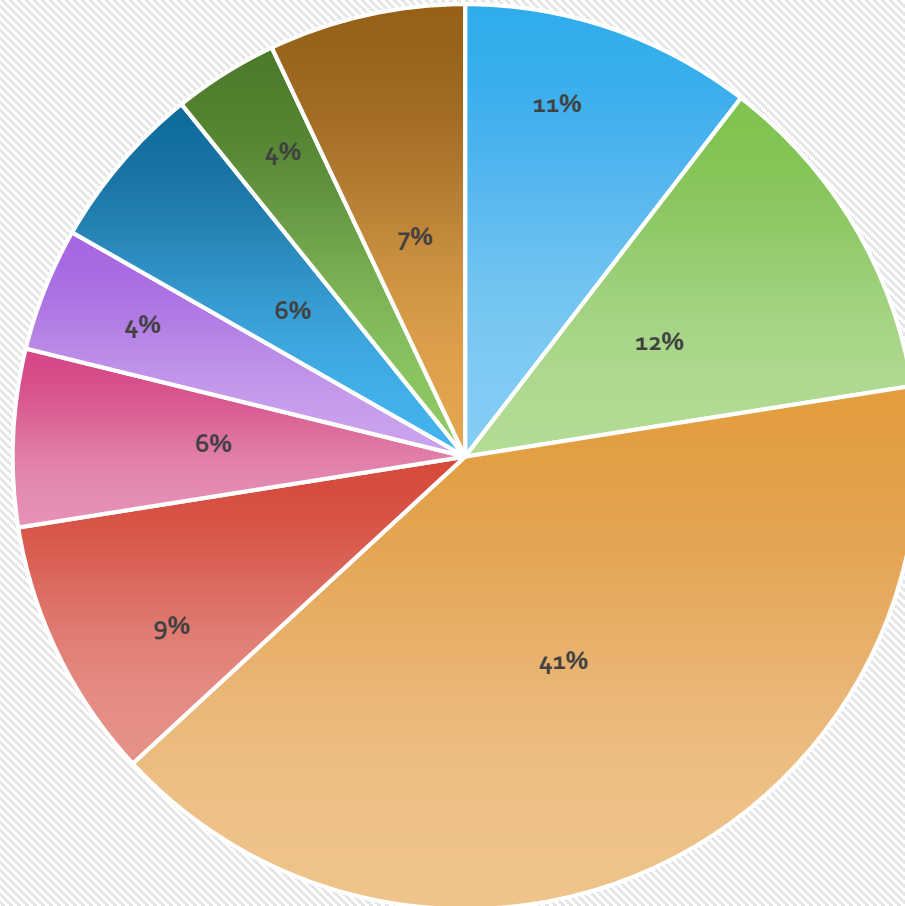
Tax Base (Net Taxable Before Freeze Adj)

\$12.3B

Billions



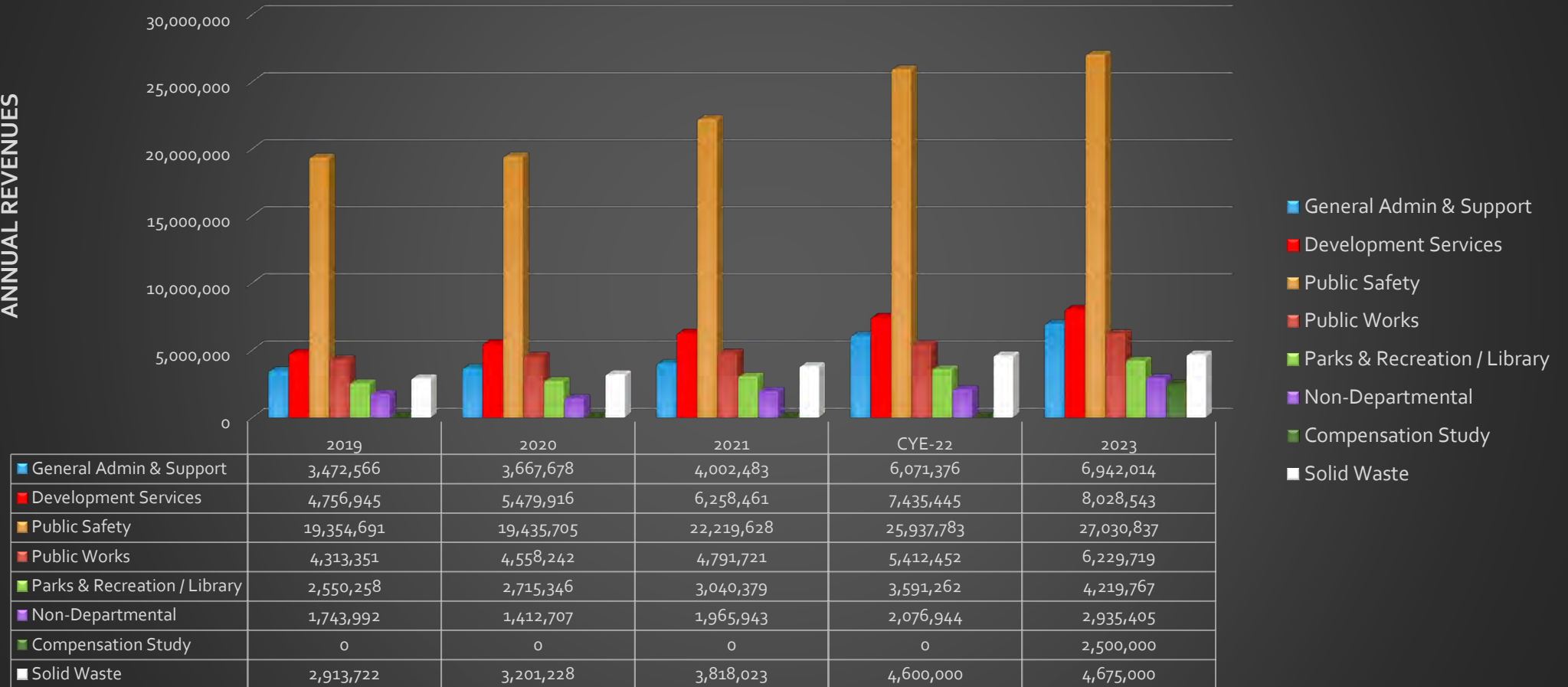
General Fund Expenditures by Function - FY 2023



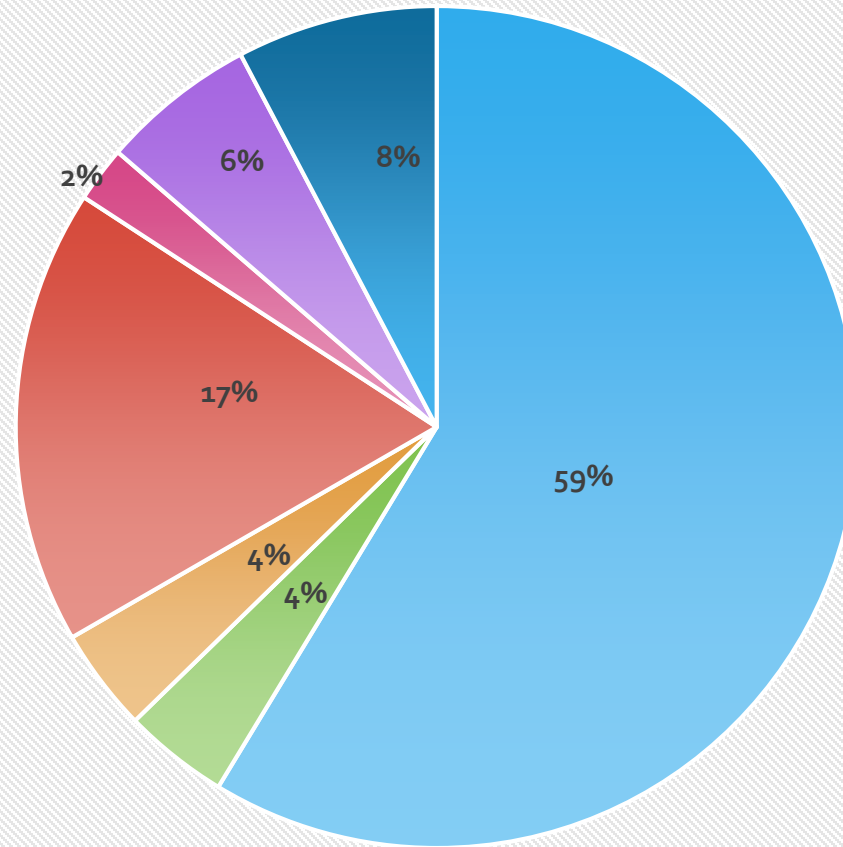
- General Admin & Support
- Development Services
- Public Safety
- Public Works
- Parks & Recreation / Library
- Non-Departmental
- Transfers to CIP
- Compensation Study
- Solid Waste

General Fund Expenditures by Function (excluding capital transfers)

ANNUAL REVENUES



General Fund Expenditures by Type - FY 2023



- Personnel
- Supplies & Minor Equipment
- Maintenance & Repair
- Contractual Services
- Capital Outlay & Projects
- Transfers to CIP
- Other

Recommended New FTE's

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Request</u>	<u>FTE-y</u>	<u>Fy23</u>
LIB	CHILDRENS LIBRARIAN	1	1	1	60,427
IT	DESKTOP SUPPORT TECHNICIAN II	1	1	1	103,607
CRT	DEPUTY COURT CLERK	1	1	1	56,580
GSVC	JANITORIAL & FACILITY MAINTENANCE WORKERS	1	2	2	134,546
PLN	ASSISTANT PLANNER	2	1	1	81,083
ENG	CONSTRUCTION INSPECTOR	5	1	1	118,827
ENG	CIP PROJECT MANAGER	2	1	1	112,481
ENG	GIS ANALYST	4	1	1	80,165
PRK	MAINTENANCE II	10	3	1	54,090
PRK	MAINTENANCE I	16	4	1	47,002
PRK	AQUATIC RECREATION COORDINATOR (CONVERT TO FULL-TIME)	4	0.5	0.5	46,386

Recommended New FTE's

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FTE-y</u>	<u>FY23</u>
STREETS	MAINTENANCE WORKERS I & II	2	2	2	86,412
PATROL	PATROL OFFICERS	1	8	3	520,380
CID	DETECTIVES	2	5	2	270,007
COMM	RECLASSIFY OFFICER III TO CASE MGMT COORDINATOR	4	0	0	N/A
CODE	CODE ENFORCEMENT MANAGER	1	1	1	185,051
FIRE	ADDITIONAL FIREFIGHTERS FOR STATION NO. 2	6	3	3	293,693
	GENERAL FUND TOTAL		35.5	22.5	\$2,250,738

Recommended New FTE's

<u>Dept</u>	<u>Description</u>	<u>DEPT Rank</u>	<u>FTE Requested</u>	<u>FTE-y</u>	<u>FY23</u>
GOLF	ADMIN ASSISTANT	0	1	1	63,320
GOLF	IRRIGATION TECH	1	1	1	49,732
GOLF	GREENSKEEPER II	3	1	1	49,098
	GOLF FUND TOTAL		3	3	\$162,150
UB	UTILITY BILLING ADMIN ASSISTANT	1	1	1	65,957
WATER	UTILITIES SUPERINTENDENT	1	1	1	147,085
W-WATER	WASTEWATER CHIEF PLANT OPERATOR	2	1	1	135,316
WATER	VALVE AND HYDRANT CREW (2)	3	2	2	215,074
W-WATER	PUMP AND MOTOR MECHANIC	5	1	1	204,500
BCRUA	BCRUA PLANT OPERATORS (2)	1	2	2	164,830
	UTILITY FUND TOTAL		8	8	\$932,762

Recommended (non-FTE's)

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FY23</u>
CITY SEC	OFFSITE RECORD ARCHIVES	1	18,200
HR	HOLIDAYS (2) EMANCIPATION DAY & DAY AFTER CHRISTMAS	NA	60,075
HR	NEOGOV MODULES	2	13,839
HR	PLANSOURCE (SAVINGS)	1	-34,187
IT	UPS FOR CITY HALL IT EQUIPMENT	2	58,821
IT	OFFICE 365 SHAREPOINT (MAINTENANCE)	3	35,000
IT	MOBILE DEVICE MANAGEMENT SYSTEM	4	16,320
GSVC	ASSET AND INVENTORY MANAGEMENT SYSTEM	2	9,800
PLN	CAMINO SOFTWARE (ENERGOV ADD ON)	1	20,000
PLN	DEVELOPMENT SERVICES STAFF VEHICLE (EARLY REPLACEMENT)	3	16,128
STREETS	DITCH WITCH TRAILER	3	53,000
STREETS	PUBLIC WORKS ROOF REPAIRS AND CAMERA SYSTEM	7	25,000

Recommended (non-FTE's)

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FY23</u>
STS	METAL COVER FOR SAND STOCK PILE	4	25,000
STS	RECLASSIFY SIGNAL CREW LEADER TO FOREMAN	1	6,736
ENG	ENG STUDIES-TRAFFIC COUNTS, SIGNAL WARRANTS	3	100,000
ENG	ENG SERVICES FOR DOWNTOWN DRAINAGE	7	100,000
ENG	PROCORE SOFTWARE FOR CIP PROGRAM MGMT	1	50,000
PRK	SOFTBALL FIELD UPGRADES	5	48,900
PRK	LAKEWOOD PARK MAINTENANCE SHOP	8	27,000
PRK	2 - BIG HORN UTILITY VEHICLES	7	15,000
PRK	LAKEWOOD PARK SPLASHPAD PUMP COVER	9	7,500
PATROL	RIFLE PLATES, CARRIERS AND HELMETS FOR OFFICERS	25	5,750
SPC OPS	BALLISTIC SHIELD WITH VIEWPORT AND LIGHTS X2	26	5,700

Recommended (non-FTE's)

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FY23</u>
PATROL	BALLISTIC SHIELDS (8)	27	3,200
PATROL	RIFLE SUPPRESSORS (12)	31	6,600
SPC OPS	9mm AR PISTOLS	42	4,000
FIRE	28 DAY TO 14 DAY OVERTIME PAY CYCLE	2	105,147
FIRE	BILINGUAL PAY STIPEND	11	4,800
BLDG	RECLASS PERMIT TECHNICIANS TO SENIOR PERMIT TECHNICIANS	1	6,030
BLDG	RECLASS COMMERCIAL PLAN REVIEWER TO SENIOR PLAN REVIEWER	2	4,262
BLDG	CERTIFICATION INCENTIVE PROGRAM	3	46,482
	GENERAL FUND TOTAL		\$864,103

Recommended (non-FTE's)

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FY23</u>
GOLF	DRIVING RANGE EQUIPMENT (SHED, DISPENSER, RETRIEVER)	2	31,480
GOLF	GMC PICKUP REPLACEMENT (MODEL 2007)	10	35,000
	GOLF FUND TOTAL		\$66,480
BILLING	INCODE MOBILE SERVICE ORDERS & TABLET EQUIPMENT	2	9,770
BILLING	FIELD SERVICES SUPERVISOR (ADJ FOR COMPRESSION)	3	7,674
W-WATER	FORK LIFT	6	38,000
W-WATER	KUBOTA RTV	7	16,499
WATER	WATER CONSERVATION PROGRAMS & SUPPORT	N/A	200,000
	UTILITY FUND TOTAL		\$271,943

Capital Outlay (1x expenditures)

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FY23</u>
LIB	ANNEX MEETING ROOM FLOORING	3	13,000
ECO	OLD TOWN INCENTIVE FUND / ATMOS GAS	1	150,000
PLN	OFFICE CUBICLES	7	27,148
STS	SIGNAL TIMING CORRIDOR	5	110,000
STS	TRAFFIC CENTER MONITORING		80,000
ENG	CITYWIDE LETTER OF MAP REVISION (LOMR) UPPER BRUSHY CREEK	6	375,000
ENG	STAFF VEHICLE FOR ENGINEERING DEPT	NA	35,000
PRK	BLEDSON POOL PUMP SYSTEM REPLACEMENT	2	150,000
PRK	TRACTOR AND ATTACHMENTS	6	74,620
PRK	PLAYGROUND EQUIPMENT REPLACEMENT - MAJOR PARKS	11	187,000
PRK	EVENTS STAFF - CHEVY TRANSIT	12	40,700
PRK	PLAYGROUND EQUIPMENT REPLACEMENT - MINOR PARKS	14	85,000

Capital Outlay (1x expenditures)

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FY23</u>
PRK	UTILITY TERRAIN VEHICLE (UTV) AND ATTACHMENTS	18	127,810
PRK	CHIPPER	21	22,000
POL ADM	REPLACE TWO VEHICLES EARLY (L26 & L40)		41,733
SPC OPS	FACILITY CAMERAS (10) CONVERSION TO DIGITAL FROM ANALOG		52,000
COMM	GENERATOR POWER FOR PD	16	200,000
SPC OPS	NIGHT VISION/IR LIGHTING FOR NEW CTRS	18	33,750
PATROL	ADDITIONAL PATROL VEHICLES X2	19	154,089
CID	EVIDENCE BLDG (JOULE) DVR & SECURITY GATE	28	13,820
FIRE	UPGRADE REPLACEMENT VEHICLE TO ENGINE (ADD'L COST)	NA	220,000
FIRE	FIRE STATION 2 - BUILDING/PLUMBING REPAIRS		75,000
	GENERAL FUND TOTAL		\$2,267,670
W-WATER	UTILITY FUND / WW VAC-TRUCK	4	\$320,000

Truth in Taxation - Definitions

The **No-New-Revenue (NNR)** is the tax rate that would produce the same amount of taxes (i.e., no new taxes) if applied to the same properties that are taxed in both years.

The **Voter-Approval tax rate (VAR)** is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is the sum of

Total Rate =

1. Maintenance and Operations (M&O) Rate: The tax rate needed to raise the same amount of taxes for operations that the taxing unit levied in the prior year plus 3.5%.

+ Plus

2. Prior 3 years unused Increment: Difference between the adopted M&O rate in the prior three (3) years and the voter-approval M&O rate.

+ Plus

3. Debt Rate (I&S): The tax rate necessary to pay the taxing unit's existing debt payments in the coming year.

Truth-in-Taxation
Calculated Tax Rates
(per \$100 taxable value)

No-New Revenue (NNR)	NNR M&O Rate	Voter-Approval M&O Rate	Unused * Increment (prior 3 yrs)	Adj. Voter-Approval Rate (VAR)	Debt Rate	Adjusted VAR*
\$0.381432	\$0.244308	\$0.252858	\$0.019467	\$0.272325	\$0.182937	\$0.455262
<u>FY 2022</u>	<u>M&O</u>	<u>M&O</u>		<u>M&O</u>	<u>Debt</u>	<u>Total</u>
\$0.479699	\$0.302134	\$0.302134		\$0.302134	\$0.177565	\$0.479699
Over/(Under)	\$0.057826	\$0.049276		\$0.029809	(\$0.005372)	\$0.024437
<u>FY 2023</u>	<u>M&O</u>	<u>M&O</u>		<u>M&O</u>	<u>Debt</u>	<u>Total</u>
\$0.422630	\$0.262630	\$0.262630		\$0.262630	\$0.160000	\$0.422630
Over/(Under)	\$0.018322	\$0.009772		(\$0.009695)	(\$0.022937)	(\$0.032632)

* State law allows a taxing entity to *carry forward* from the prior 3 years any “unused increment” between the actual adopted tax rate and the allowed Voter-Approval Rate.

Options for Tonight

- The taxing entity cannot propose a rate greater than the Adjusted Voter-Approval Rate of \$0.45526.
- The maximum Voter-Approval M&O rate that can be proposed is \$0.272325
- The maximum debt rate that can be proposed is \$0.182937
- The proposed budget assumes a M&O rate of \$0.262630 and a debt rate of \$0.16000.
- The additional tax revenue from the Voter-Approval M&O rate equates to \$750,000.

Sample Impact (Residential Homestead)

FY 2022 Tax Rate		\$ 0.479699			
Prior Year Tax Value		\$ 400,000			
FY 2022 Current Tax Bill		\$ 1,919			
		<u>Preliminary</u>		<u>VAR-Adj</u>	<u>VAR-Adj</u>
		<u>FY23</u>			<u>M&O Only</u>
	M&O	0.262630		0.272325	0.272325
	Debt	<u>0.160000</u>		<u>0.182937</u>	<u>0.160000</u>
	Total	<u>0.422630</u>		<u>0.455262</u>	<u>0.432325</u>
Current Year Tax Value		\$ 440,000		\$ 440,000	\$ 440,000
FY 2023	Tax Bill est.	\$ 1,860		\$ 2,003	\$ 1,902
	Diff	\$ (59)		\$ 84	\$ (17)

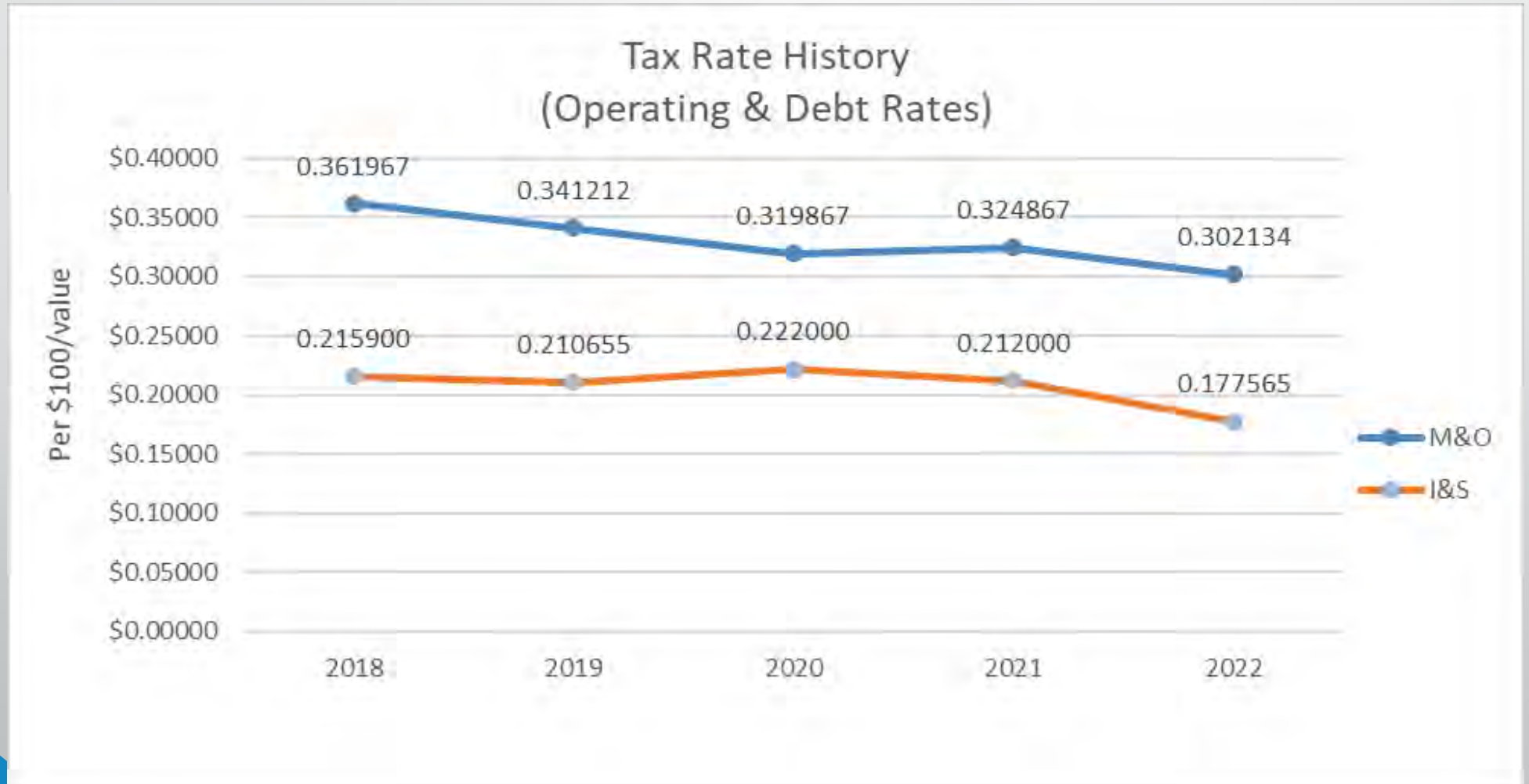
Options for Tonight

- If tonight's proposed rate exceeds the NNR rate or \$0.381432, then a future public hearing is required (Sep 1.)
- Tonight's vote on the tax rate only sets the ceiling which can be considered; it is not a vote to adopt the tax rate.
- Sep 1 – Tax Rate and Budget public hearings.
- Sep 15 – 2nd & final reading of tax rate.

➤ **Three motions needed:**

- (1) Move to Accept the FY 23 Tax Rate Calculations as required.
- (2) Move to propose a total tax rate of (____) consisting of (____) for Maintenance & Operations and (____) for Debt Service.
- (3) Move to Schedule a Public Hearing on the Proposed Tax Rate for Sep. 1 at 7pm at Pat Bryson Municipal Hall, Leander, Texas.

Tax Rate History (2018-2022)



Supplements Not Included in the Preliminary

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FY23-REQ</u>
CITY MGR	DRIVE A SENIOR NORTHWEST			20,000
CITY MGR	HOPE ALLIANCE			25,000
FIN	DEBTBOOK - GASB 87 SOFTWARE FOR LEASES	1		10,000
PIO	NEW POSITION - PUBLIC SAFETY INFORMATION OFFICER	1	1	109,309
LIB	NEW POSITION - LIBRARY GENERALIST (4)	2	4	111,140
LIB	NEW POSITION - LIBRARY AIDE	4	1	11,766
ECO	PLACERA I	2		23,000
HR	SAFETY OFFICER/RISK MANAGER	3	1	112,441
IT	ACTIVE DIRECTORY SECURITY AUDIT BY THIRD PARTY CONSULTANT	5		49,582
IT	IT ASSESSMENT FOR 5 YEAR PLAN	6		59,093
IT	CITY IT ROOM ENVIR/SECURITY MONITORING SOLUTION	7		34,488
IT	KACE IMAGING TOOL	8		8,625
IT	VPN FIREWALL REPLACEMENT FOR REMOTE SITES	9		12,800
IT	SECURITY NETWORK MONITORING SERVICE AKA ALBERT	10		28,900
IT	TECHNOLOGY CAPITAL EXPENSE FUND	11		150,000
GSVC	NEW POSITIONS - JANITORIAL OPTION A	X		172,470
GSVC	POSITION TRANSFER/ FULL CONTRACT CLEANING - OPTION B	X		138,440

Supplements Not Included in the Preliminary

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FY23-REQ</u>
PLN	DEVELOPMENT SERVICES VEHICLE - OPTION A (NEW)	3		35,000
PLN	FME / ENERGOV	4		25,000
PLN	NEW POSITION - LONG RANGE PLANNER (MID YEAR)	5	1	101,995
STS	RECLASSIFY ADMIN ASSISTANT/SENIOR ADMIN ASSISTANT	6		4,216
STS	STAND ON LOADER	8		40,000
STS	ADDITIONAL STREET STRIPING	9		25,000
STS	STREET SWEEPING	10		25,000
STS	PBW GENERATOR			100,000
ENG	WATERGEMS - WATER DISTRIBUTION SOFTWARE	8		46,596
ENG	ADDITIONAL CONTRACT SUPPORT FOR ENGINEERING STAFF	9		200,000
PRK	NEW POSITION -VOLUNTEER/BEAUTIFICATION COORDINATOR	3	1	73,917
PRK	NEW POSITION - ACCOUNTING CLERK	1	1	65,451
PRK	MAINTENANCE CREW LEAD	13	1	99,152
PRK	2 - LIGHT TOWERS	17		13,344
PRK	PORTABLE STAGE	20		113,434
PRK	MESSAGE BOARD	22		18,000
PRK	ATHLETIC COORDINATOR TRANSIT VAN	23		30,000
PRK	ADDITIONAL SAND VOLLEYBALL COURT - LAKEWOOD PARK	24		8,000
PRK	CLIMBING WALL FOR BLEDSOE POOL	25		9,300

Supplements Not Included in the Preliminary

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FY23-REQ</u>
SPC OPS	NEW POSITION - TEAM OFFICER X ₄	3	4	690,504
ASO	NEW POSITION - ANIMAL CONTROL OFFICER	5	1	136,001
COMM	NEW POSITIONS - 2 TELECOMMUNICATIONS OFFICERS	6	2	123,166
SPC OPS	NEW POSITION - SIU DETECTIVE X ₂	7	2	281,264
SPPT SVC	NEW POSITION - PROFESSIONAL STANDARDS OFFICER	8	1	142,102
SPC OPS	SCENE LIGHTING FOR COLLISION INVESTIGATIONS	8		22,500
CID	NEW POSITION - CRIME SCENE AND EVIDENCE SPECIALIST	9	1	77,136
SPPT SVC	NEW POSITION - COMMUNITY SERVICES OFFICER	10	1	146,269
SPC OPS	NEW POSITION - SIU TASK FORCE OFFICER	11	1	142,426
PATROL	NEW POSITION - LOGISTICS AND FLEET SUPERVISOR	12	1	88,996
PATROL	ASSET TRACKING SOFTWARE	14		16,694
POL ADM	CARDIAC & WELLNESS SCREENING	15		25,000
CID	JOULE DVR	15		11,182
SPC OPS	BEARCAT	17		450,000
COMM	MCC7500 RADIO CONSOLE	20		150,000
SPC OPS	VERICOM SYSTEM AND ASSOCIATED TRAINING	21		7,200
PATROL	16 PISTOLS/MRDS SIGHTS/HOLSTERS - UNIFORM DIVISION	22		12,953
CID	GRAYKEY LICENSING-ELECTRONIC FORENSICS	23		30,000

Supplements Not Included in the Preliminary

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FY23-REQ</u>
PATROL	DRONESENSE SOFTWARE	29		5,820
SPC OPS	DRONE VEHICLE UPFITTING	30		5,000
COMM	HANDHELD RADIO FOR FRONT DESK	32		5,300
POL ADM	ADMIN LAPTOPS	33		6,000
PATROL	LOGISTICS COORDINATOR LAPTOP	34		2,957
SPC OPS	STABILIZING BINOCULARS X6	35		5,400
POL ADM	ANNUAL AWARD BANQUET	36		3,000
SPC OPS	RADAR/MESSAGE BOARD TRAILER	37		19,500
PATROL	BREACHING TOOLS (10)	38		3,000
SPC OPS	FLOCK LPR CAMERAS	39		22,400
POL ADM	ELLIPTICAL MACHINE FOR GYM (REPLACEMENT)	40		5,000
PATROL	EVO II DUAL THERMAL DRONE PACKAGE	41		16,000
POL ADM	COMMAND LEVEL LEADERSHIP TRAINING	43		9,000
COMM	REPLACEMENT 24/7 TASK CHAIR	44		2,200
SPC OPS	RADAR TRAILER (SMALL)	45		7,500
POL ADM	SECURITY GATE - NORTH FENCE NEAR DUMPSTER	46		2,700
SPC OPS	APPLE IPAD PRO WIFI/CELLULAR TABLETS X4	47		8,000
CID	NEW OFFICER DETECTIVE OFFICE FURNITURE	48		3,813

Supplements Not Included in the Preliminary

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FY23-REQ</u>
SPC OPS	NEW POLE CAMERA	49		10,000
PATROL	EMERGENCY FOOD	50		2,556
FIRE	NEW POSITIONS - TILLER STAFFING (5 FF'S)	1	5	463,550
FIRE	OUTREACH PROGRAM MANAGER	3	1	198,642
FIRE	FIRE STATION 6 DESIGN (M.9)	4		1,200,000
FIRE	OFFICE LEASE SPACE	5		700,000
FIRE	NEW POSITIONS - 3 FIREFIGHTERS FOR STATION 3	6	3	293,693
FIRE	NEW POSITION - LOGISTICS SPECIALIST	7	1	67,837
FIRE	NEW POSITION - ADMINISTRATIVE BATTALION CHIEF	8	1	231,428
FIRE	FIRE STATION 7 LAND (M.21)	9		2,000,000
FIRE	NEW POSITION - EMERGENCY VEHICLE TECHNICIAN	10	1	136,627
FIRE	ON-CALL PAY	12		7,000
FIRE	ISO CONSULTATION	13		35,000
FIRE MRSHL	NEW POSITION - ASSISTANT FIRE MARSHAL	14	1	228,493
FIRE	NEW POSITION - CAPTAIN - SPECIAL TEAMS	15	1	202,297
FIRE MRSHL	UPGRADE BODY CAMERAS TO AXON	16		9,500
BLDG	NEW POSITION - PERMIT TECHNICIAN	4	1	66,621
BLDG	NEW POSITION - BUILDING INSPECTOR (MID YEAR)	5	1	84,212
BLDG	NEW POSITION - INTERN (3 MONTHS OF THE YEAR)	6	0.5	4,318
	GENERAL FUND TOTAL		41.5	10,738,216

Supplements Not Included in the Preliminary

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FY23-REQ</u>
GOLF	COMPACT EXCAVATOR	4		49,000
GOLF	NEW POSITION - GUEST SERVICES SUPERVISOR	5	1	51,122
GOLF	LELY BROADCAST PULL BEHIND SPREADER	6		8,600
GOLF	WINTER OVER SEED	7		21,000
GOLF	CLUBHOUSE IMPROVEMENTS	8		30,750
GOLF	DRIVING RANGE SHADE STRUCTURE	9		90,000
	GOLF FUND TOTAL		1.0	\$250,472



FISCAL YEAR 2023
PROPOSED ANNUAL BUDGET
City of Leander, Texas

FY2023

CITY MANAGER'S PROPOSED BUDGET

Presented By:

Robert G. Powers, Executive Director of Finance
Jodi Levie, Assistant Finance Director

BUDGET DEVELOPMENT TIMELINE



WHERE WE HAVE BEEN



AND WHERE WE ARE HEADED



FY2022 Look Back



- ▲ Governance & Strategic Planning
- ▲ Bond Rating Increase
- ▲ Roadway Impact Fee Adoption
- ▲ Tiered Water Rate Implementation
- ▲ Opening of Leander Activity Center
- ▲ ARPA Grant Funding (City & County)
- ▲ Cap Metro Sales Tax Ballot & Subsequent ILA for Infrastructure
- ▲ Issuance of 2022 Certificates of Obligation
- ▲ Development HUB Software Launch (Energov)
- ▲ Started Development Process Review
- ▲ Started Old Town Master Plan
- ▲ Focus on Critical Infrastructure and Water Conservation
- ▲ BCRUA Phase 2 - \$225m Contract Award for Deep Water Intake
- ▲ Northline Infrastructure in Place
- ▲ Opening of Bar W Marketplace Center by HEB
- ▲ Compensation Study
- ▲ New City Events and Celebrations
- ▲ Opening of Fire Station #5
- ▲ Supply Chain Issues, Cost Increases & Development Obstacles

HIGHLIGHTS IN THE FY23 BUDGET



**Property Tax
Rate & Debt
Management**

**Economic
Development &
Revenue
Projections**

**Growth &
Development
Services**

**Capital
Improvement
Plan**

**Compensation
Study &
Employee
Retention**

Public Safety



PROPOSED AD VALOREM RATE BY COMPONENTS

\$0.455262

Total City Manager Proposed Rate **

M&O Rate vs. I&S Rate

\$0.272325

General Fund (M&O)

- Administration
- Public Safety
- Public Works - Streets
- Parks
- Development Services
- Engineering
- Support Services
- Library



60%



40%

\$0.182937

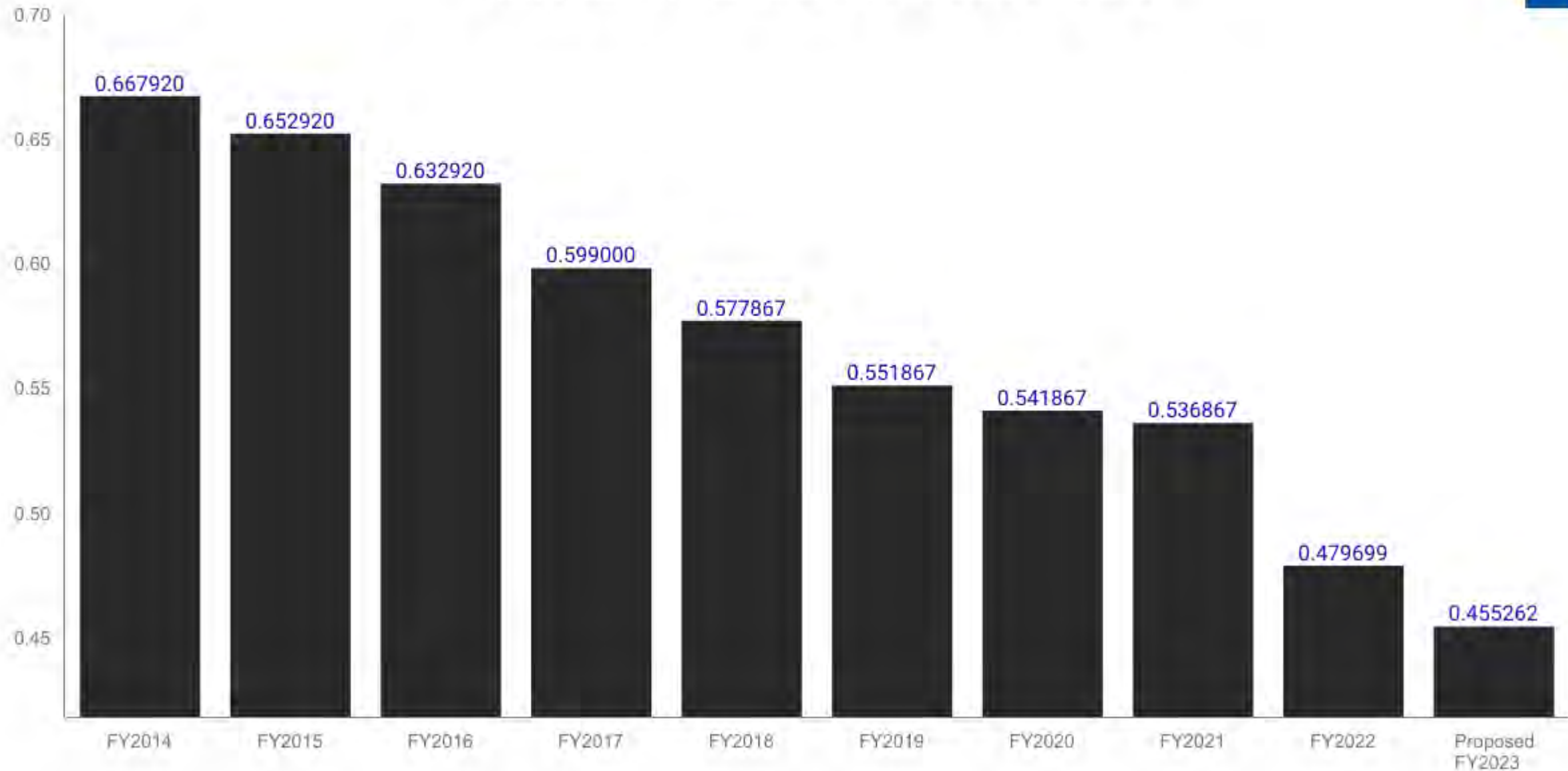
Debt Service (I&S)

- Accounts for the funds used to make principal and interest payments on outstanding bonds

**** Maximum tax rate can be up to \$0.455262 as approved by Council on August 4, 2022**

PROPERTY TAX RATES

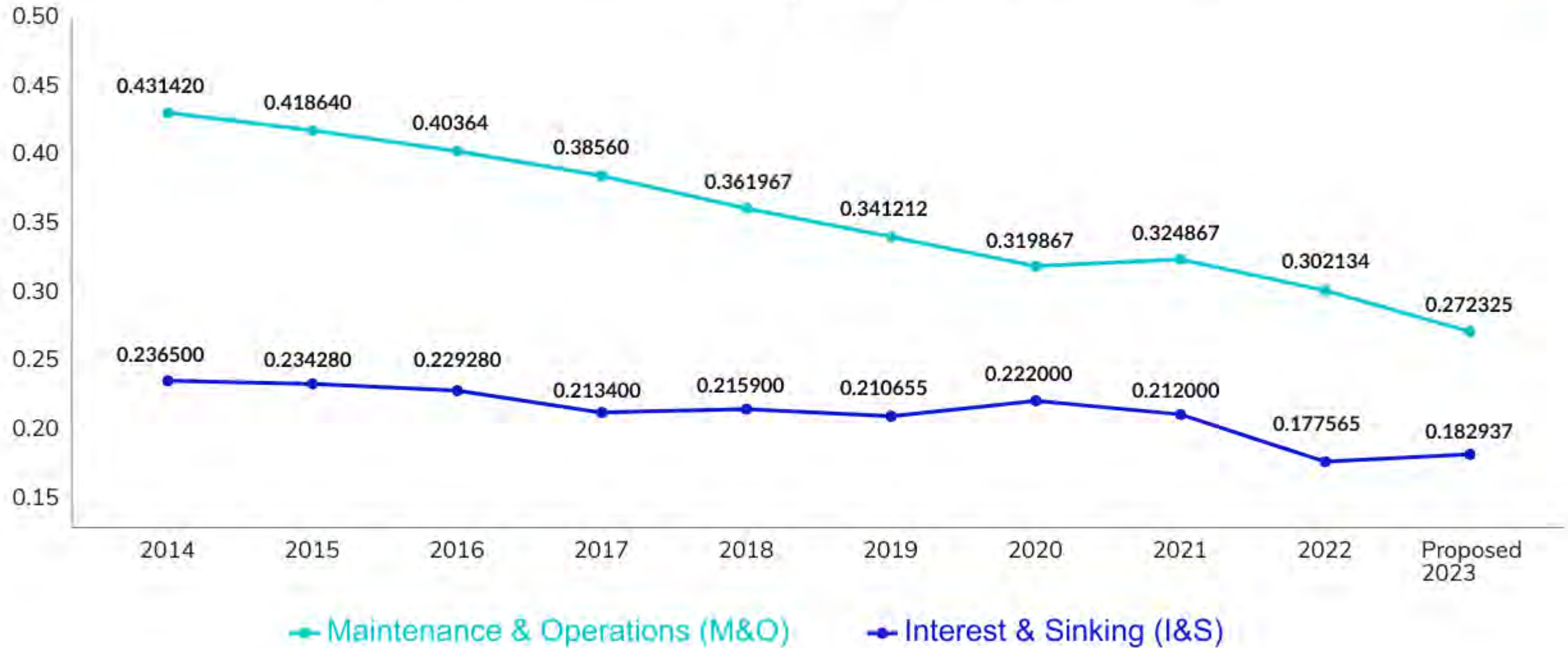
Reduction in Rates Over the Last 10 Years



Tax Rate History

Operations vs. Debt Rates

10 YEAR VIEW

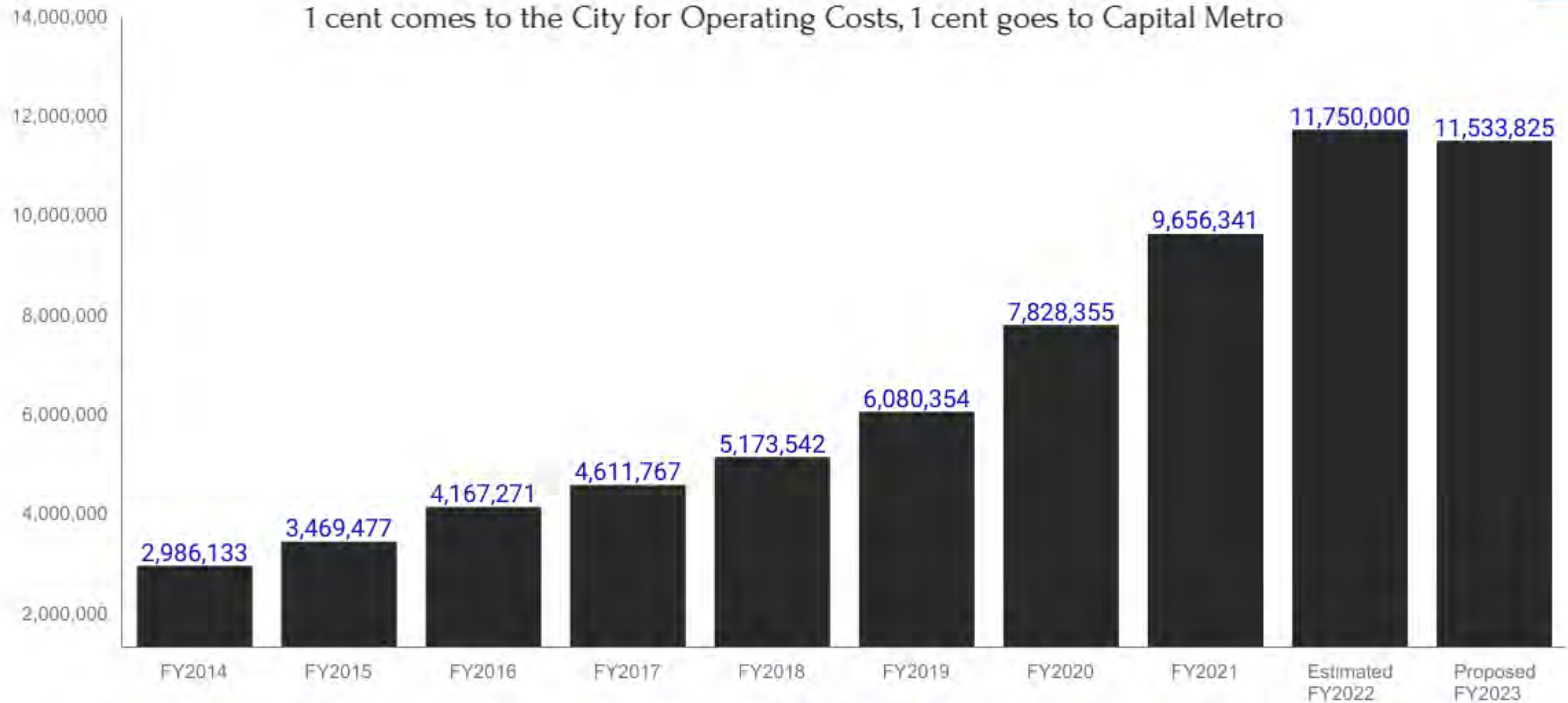




SALES TAX REVENUES

(General Fund) Sales Tax Revenue Over the Last 10 Years

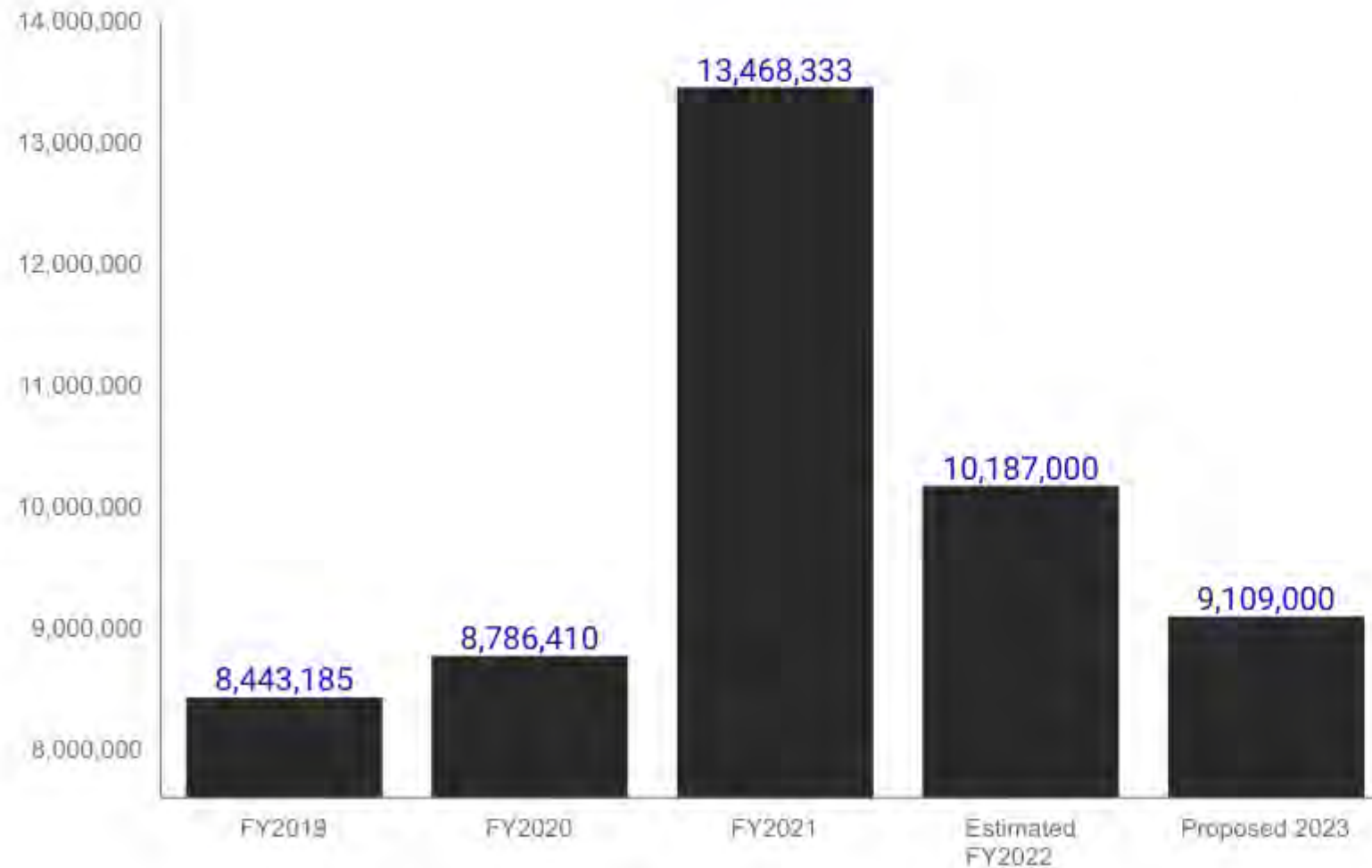
1 cent comes to the City for Operating Costs, 1 cent goes to Capital Metro



This is a volatile source of revenue - Proposed FY2023 budget is conservative due to economic risk
(Supply Chain Issues, Inflation, Interest Rates, Gas Prices, etc)

DEVELOPMENT - RELATED FEES

(General Fund) Five-Year Revenue Snapshot



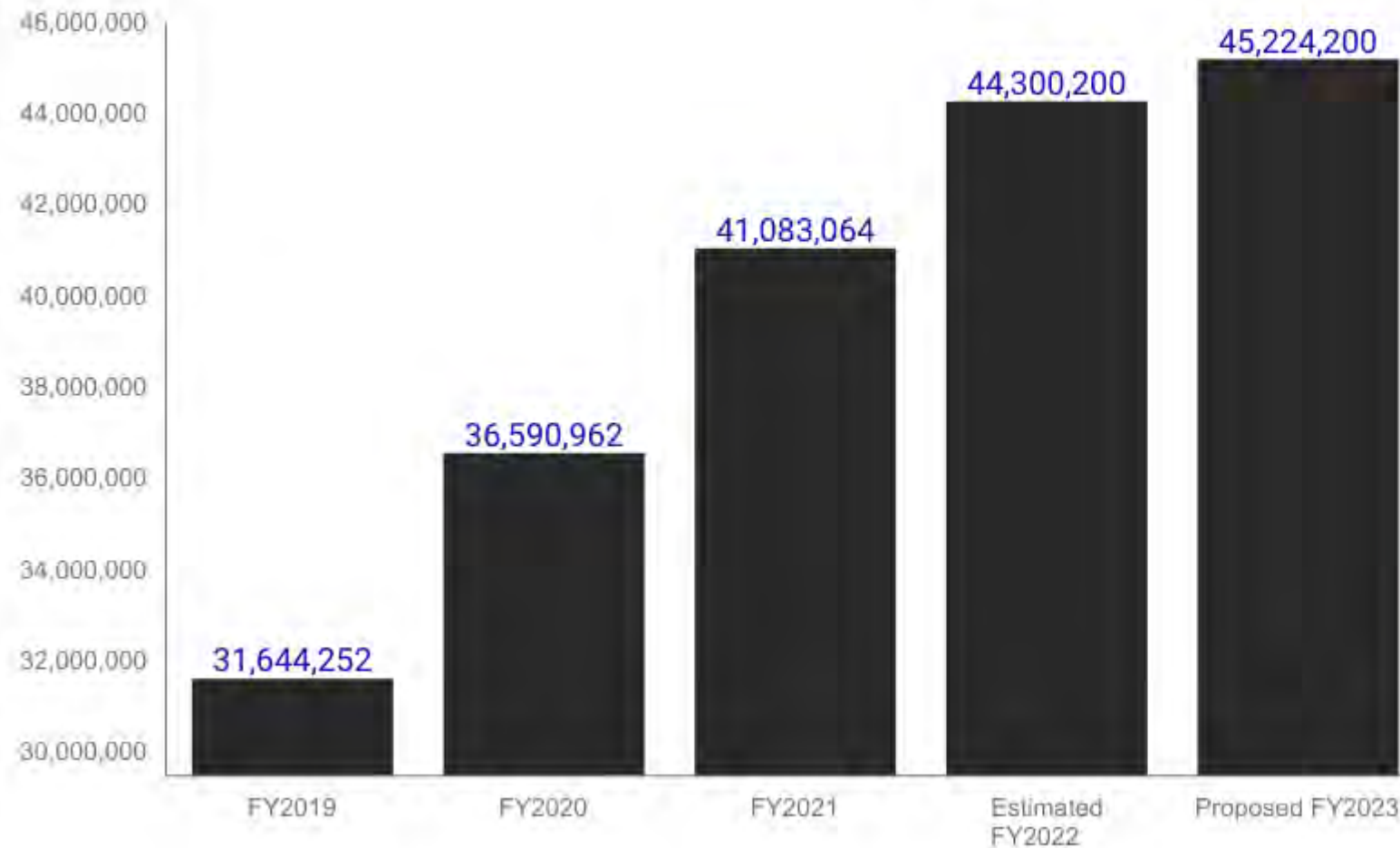
FY 2023 Budgeting

Although the City has experienced an increase in development related revenues, forecasting for Development Fees is conservative due to the dependency on economic and other external factors that can unexpectedly negatively affect the revenue flow.



UTILITY FUND REVENUE

Five Year Outlook



Highlights:

1

No Rate Increase

Staff is not recommending a rate increase at this time.

2

Tiered Rates

Implemented in FY2022.



BUDGET SUMMARY - ALL FUNDS

FUND GROUP	FY 2022 ADOPTED BUDGET	FY 2023 PROPOSED BUDGET
General Fund	\$ 59,169,727	\$ 67,778,918
Golf Fund	\$ 1,946,332	\$ 1,792,880
Utility Fund	\$ 40,204,440	\$ 51,266,448
General Capital Projects Funds	\$ 43,681,659	\$ 54,587,540
Utility Capital Projects Funds	\$ 42,247,408	\$ 116,195,778
Special Revenue Funds	\$ 9,419,103	\$ 16,102,033
Internal Service Funds	\$ 2,116,700	\$ 2,264,789
General Debt Service Fund	\$ 13,426,250	\$ 19,343,236
TOTAL ALL FUNDS	\$ 213,011,619	\$ 329,331,622



GENERAL FUND DEPARTMENT	FY 2023 PROPOSED BUDGET	% OF GENERAL FUND
Non-Departmental	\$ 15,328,037	22.6%
Police	\$ 13,385,276	19.8%
Fire	\$ 12,128,249	17.9%
Public Works - Streets	\$ 6,229,719	9.2%
Engineering	\$ 3,771,322	5.6%
Parks & Recreation	\$ 3,433,894	5.1%
Information Technology	\$ 2,449,741	3.6%
Building Inspections	\$ 1,755,214	2.6%
Planning	\$ 1,614,680	2.4%
General Services	\$ 1,042,221	1.5%
Finance	\$ 946,904	1.4%
Economic Development	\$ 887,327	1.3%
Library	\$ 785,873	1.2%
City Manager	\$ 768,242	1.1%
Human Resources	\$ 759,049	1.1%
Municipal Court	\$ 564,166	0.8%
Animal Services	\$ 501,283	0.7%
Public Information	\$ 461,096	0.7%
Code Enforcement	\$ 451,864	0.7%
City Secretary	\$ 443,364	0.6%
City Council	\$ 71,397	0.1%
TOTAL ALL FUNDS	\$ 67,778,917	100%

General Fund Budget By Department

Non-Departmental Includes:

Solid Waste Collection Expense (ACDI) = \$ 4,675,000

Transfer to General Fund CIP = \$ 4,576,110

Compensation Study Funding = \$ 2,500,000

Utility Expenditures = \$ 906,000

Annual Merit Review Expense = \$ 894,122

Insurance & Legal Fees = \$ 590,250

Street Lights = \$ 425,000

Appraisal District Tax Collections = \$ 255,652

Other Administrative Expenditures = \$ 505,903



FY 2023 PROPOSED NEW POSITIONS

General Fund - Department	FY 2023 New FTE's
General Services	2.0
Library	1.0
Human Resources	1.0 *
Information Technology	1.0
Municipal Court	1.0
Planning	1.0
Public Works - Street	2.0
Engineering	4.0 *
Parks & Recreation	2.6
Police	5.0
Fire	3.0
Code Enforcement	1.0
TOTAL	24.6

37.2 TOTAL NEW POSITIONS

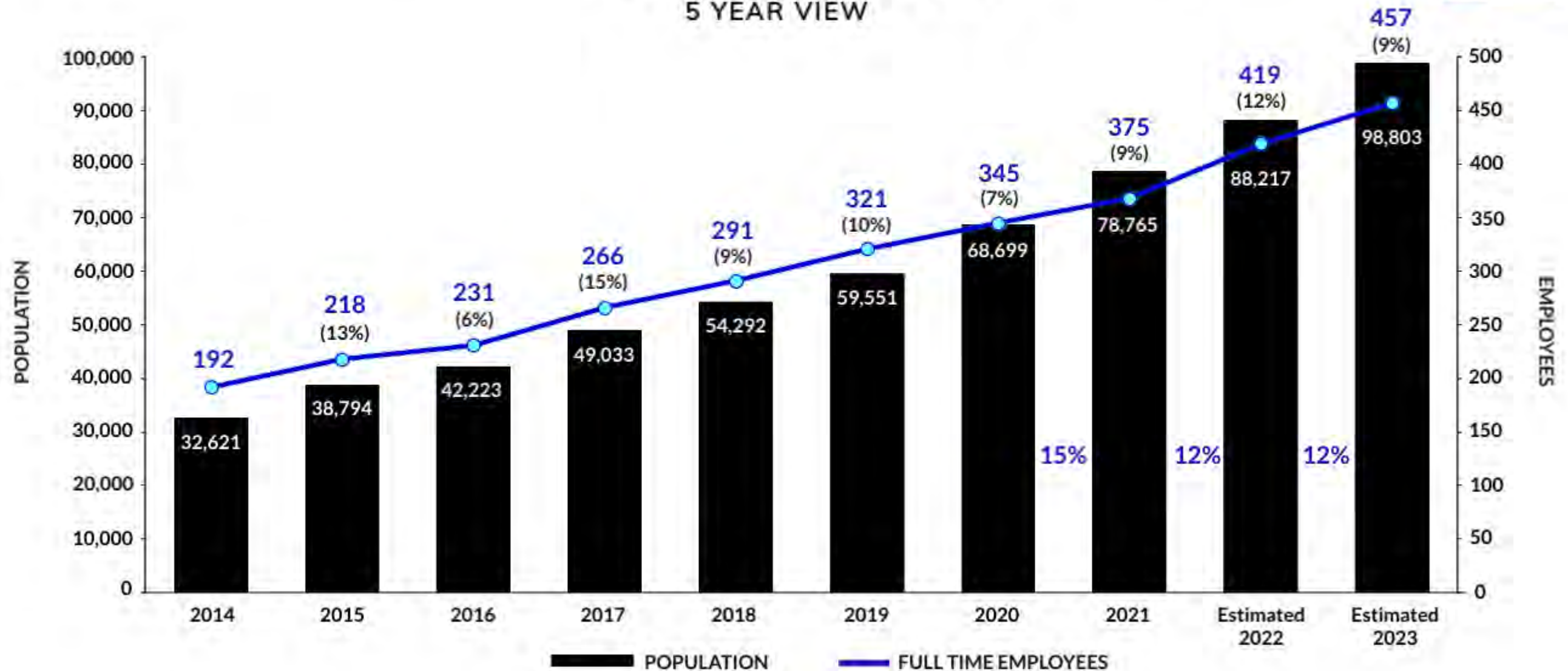
Golf Department	FY 2023 New FTE's
Maintenance	2.0
Pro Shop	1.6
TOTAL	3.6

Utility Department	FY 2023 New FTE's
Utility Billing	1.0
Public Works - Water/Wastewater	5.0 *
BCRUA	2.0
Wastewater Treatment	1.0
TOTAL	9.0

* Totals Include 1 FTE Mid-Year Hire in FY2022

FULL TIME EMPLOYEES (FTE) VS. POPULATION

5 YEAR VIEW



(Population Estimates per Calendar Year)



CAPITAL IMPROVEMENT PROGRAM FY2023

RECOMMENDED CIP PROJECTS

FUNDING SOURCE	PROPOSED FY2023
Municipal Projects	\$ 2,240,718
Park Projects	\$ 8,797,739
Transportation Projects	\$ 36,607,365
Water/Wastewater Projects	\$110,531,918
TOTAL PROJECT COSTS	\$ 158,177,740



RECOMMENDED GENERAL CIP PROJECTS DETAIL

PROJECT	PROPOSED FY2023
Fire Station #2	\$ 2,240,718
TOTAL - Municipal Projects	\$ 2,240,718
Senior Center	\$ 5,953,739
Recreation Center (Design)	\$ 1,800,000
Old Town Park	\$ 1,044,000
TOTAL - Parks Projects	\$ 8,797,739
W. South/S. West Intersection	\$ 1,200,000
Raider Way/Woodview	\$ 7,666,365
San Gabriel Parkway	\$ 8,201,375
Cap Metro Quiet Zones	\$ 350,000
Yaupon Grove/Raider Way	\$ 394,625
Northline City Improvements	\$ 2,300,000
Hero Way East	\$ 10,425,000
Heritage Grove Road	\$ 3,200,000
Blockhouse Farm/Niles Drive	\$ 870,000
Intersection Improvements	\$ 2,000,000
TOTAL - Transportation Projects	\$ 36,607,365

**Total General Capital
Improvement Projects
= \$ 47,645,822**

**Projects are funded by
debt issuances, special
revenue funds, and
FY2022 Surplus.**

RECOMMENDED UTILITY CIP PROJECTS DETAIL

Total Utility Capital
Improvement Projects =
\$ 110,531,918

Projects represent the City's
continued commitment to
addressing critical
infrastructure.

Projects are funded by debt
issuances, grants, special
revenue funds, and FY2022
Surplus.

PROJECT	PROPOSED FY2023
Sandy Creek WTP	\$ 16,450,000
Reclaimed Water System	\$ 7,795,000
Water Master Plan	\$ 150,000
Regional Water System	\$ 10,000,000
RM 2243 Waterlines	\$ 4,428,500
Reagan EST/GST/Booster Station	\$ 7,300,000
Falcon Oaks 12" Waterline	\$ 494,000
San Gabriel Pkwy EST	\$ 7,964,672
Deep Water Intake - Electrical	\$ 1,714,000
Woodview Dr. 12" Waterline	\$ 1,500,000
Terminus Pump Station & GST	\$ 10,776,500
Lakeline Blvd Waterlines	\$ 3,125,500
Travisso EST	\$ 3,500,000
Wastewater Master Plan	\$ 500,000
N. Brushy Interceptor	\$ 2,000,000
Falcon Oaks Collection System	\$ 7,160,000
Lift Station Improvements	\$ 5,204,800
East Street Utilities	\$ 200,000
Leander High School Dual Feed/PVR	\$ 322,000
Downtown Fire Improvements	\$ 918,000
Study for Inflow & Infiltration	\$ 160,000
Brushy Creek WW Interceptor	\$ 500,000
WWTP Improvements	\$ 10,310,100
BCRWS Plant Expansion	\$ 2,400,000
Water Meter AMI System	\$ 5,658,846
TOTAL UTILITY PROJECTS	\$ 110,531,918

COMPENSATION

STUDY

PROPOSED ALLOCATIONS FOR ADJUSTMENTS

General Fund	\$ 2,500,000
Golf Fund	\$ 30,000
Utility Fund	\$ 250,000
TOTAL	\$ 2,780,000

(Budgeted under Non-Departmental Until Details Are Approved)

WHAT WILL THESE FUNDS BE USED FOR?

- 1 Cost of Living Adjustment (4%)
- 2 Pay Grade Adjustments:
 - ▲ Public Safety STEP Plans
 - ▲ Pay Grade Market Adjustments





ADDITIONAL
OPTIONS
FOR PUBLIC
SAFETY

ADDITIONAL FUNDING OPTIONS

OPTION A:

SUPPLEMENT	NEW	AMOUNT
Police Officers	5.0	\$ 482,079
Patrol Vehicles	3.0	\$ 231,135
TOTAL OPTION A		\$ 713,214

OPTION B:

SUPPLEMENT	NEW	AMOUNT
Police Officers	3.0	\$ 289,248
Patrol Vehicles	2.0	\$ 154,090
CID Detectives	2.0	\$ 196,754
CID Vehicles	2.0	\$ 73,254
TOTAL OPTION B		\$ 713,346

BOTH OPTIONS A & B WOULD BE IN ADDITION TO THE SUPPLEMENTS
IN THE PROPOSED BUDGET.

ADDITIONAL FUNDING OPTIONS

OPTION C:

SUPPLEMENTS ADDED:

SUPPLEMENT	NEW	AMOUNT
Police Officers	5.0	\$ 482,079
Patrol Vehicles	3.0	\$ 231,135
CID Detectives	3.0	\$ 295,131
CID Vehicles	3.0	\$ 109,881
TOTAL OPTION C		\$ 1,118,226

C-1 - PROPOSED SUPPLEMENTS REMOVED:

DEPT	SUPPLEMENT	RANK	AMOUNT
Parks	Maintenance I - FTE (1)	16	(47,002)
Parks	Maintenance II - FTE (1)	10	(54,090)
Eng	Construction Inspector - FTE (1)	5	(118,827)
Eng	GIS Analyst - FTE (1)	4	(80,165)
Parks	Aquatic Recreation Coord. (Convert to FT)	4	(46,386)
	TOTAL REMOVED WITH OPTION C-1		\$ (346,470)

C-2 - PROPOSED SUPPLEMENTS REMOVED:

DEPT	SUPPLEMENT	RANK	AMOUNT
Library	Children's Librarian - FTE (1)	1	(60,427)
IT	Desktop Support Technician II - FTE (1)	1	(103,607)
Court	Deputy Court Clerk - FTE (1)	1	(56,580)
Gen Svc	Janitor/Building Maintenance C - FTE (2)	1	(134,546)
	TOTAL REMOVED WITH OPTION C-2		\$ (355,160)

C-3 - PROPOSED SUPPLEMENTS REMOVED:

DEPT	SUPPLEMENT	RANK	AMOUNT
Planning	Assistant Planner - FTE (1)	2	(81,083)
Streets	Street Maintenance I & II - FTE (2)	2	(86,412)
Parks	Maintenance I - FTE (1)	16	(47,002)
Parks	Maintenance II - FTE (1)	10	(54,090)
Eng	CIP Project Manager - FTE (1)	2	(112,481)
	TOTAL REMOVED WITH OPTION C-3		\$ (381,068)

ADDITIONAL FUNDING OPTIONS

OPTION D:

SUPPLEMENTS ADDED:

SUPPLEMENT	NEW	AMOUNT
Police Officers	5.0	\$ 482,079
Patrol Vehicles	3.0	\$ 231,135
CID Detectives	3.0	\$ 295,131
CID Vehicles	3.0	\$ 109,881
TOTAL OPTION D		\$ 1,118,226

NET AMOUNT OF OPTION D = \$723,456

PROPOSED SUPPLEMENTS REMOVED:

DEPT	SUPPLEMENT	RANK	AMOUNT
Spc Ops	9 MM AR Pistols	42	(4,000)
Patrol	Rifle Suppressors (12)	31	(6,600)
Patrol	Ballistic Shields (8)	27	(3,200)
Spc Ops	Ballistic Shield with Viewport & Lights (2)	26	(5,700)
Patrol	Rifle Plates, Carriers & Helmets for Officers	25	(5,750)
Fire	Bilingual Pay Stipend	11	(4,800)
Parks	Lakewood Park Splashpad Pump Cover	9	(7,500)
Parks	Lakewood Park Maintenance Shop	8	(27,000)
Eng	Engineering Svcs for Downtown Drainage	7	(100,000)
Streets	PW Roof Repairs & Camera System	7	(25,000)
Parks	Big Horn Utility Vehicles (2)	7	(15,000)
Parks	Softball Field Upgrades	5	(48,900)
Streets	Metal Cover for Sand Stock Pile	4	(25,000)
IT	Mobile Device Management	4	(16,320)
Eng	Eng. Studies - Traffic Counts, Signal Warrants	3	(100,000)
	TOTAL REMOVED WITH OPTION D		\$ (394,770)

WHAT IS THE IMPACT TO A RESIDENTIAL HOMESTEAD HOUSEHOLD?

	AVERAGE HOME VALUE	TAX RATE	TAXES PAID PER YEAR
FY2022 ADOPTED	\$ 361,577	\$ 0.479699	\$ 1,734
FY2023	\$ 417,571		
**FY2023 (10% HOMESTEAD CAP)	\$ 397,735	\$ 0.455262	\$ 1,811
	AVERAGE CHANGE PER YEAR		<u>\$ 77</u>

The City of Leander offers a 65 & above and disability tax freeze.
Annual 1% Homestead Exemption is also offered.

WHAT'S NEXT?

TODAY AFTER PUBLIC HEARING:

- Staff is seeking direction on presented options to support Public Safety.
- Public Hearing and Vote on Adoption of Annual Budget of FY 2023.
- Public Hearing and Action on First Reading of Tax Rate Ordinance.

NEXT MEETING (September 15, 2022):

- Vote on Second and Final Reading to Adopt Tax Rate.



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS 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.

WHEREAS, the City Manager of the City of Leander, Texas (“City”) has submitted to the City Council a proposed budget of the revenues and the expenditures for FY 2023 to conduct the affairs of the City and has provided a complete financial plan for FY 2023; and

WHEREAS, the proposed budget has been compiled from detailed information obtained from the several departments, divisions, and offices of the City; and

WHEREAS, the City Council has received the City Manager’s proposed budget, a copy of which has been filed with the City Secretary; and

WHEREAS, the City Council has conducted a public hearing on the budget, as provided by law.

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

SECTION 1. The FY 2023 Annual Budget, beginning October 1, 2022, and ending September 30, 2023, a copy which is attached hereto, is hereby adopted with the following amendment(s) attached hereto:

Exhibit “A”

SECTION 2. The sums shown in the FY 2023 Annual Budget as amended are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City as established in the approved budget document for the fiscal year ending September 30, 2023.

SECTION 3. The city manager is hereby authorized to transfer appropriations, when necessary, between accounts within the same budgetary fund for purposes of fiscal control, efficiency and sound management practices.

SECTION 4. Ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

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

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

EXHIBIT A

<u>Account</u>	<u>Fund</u>	<u>Department</u>	<u>Division</u>	<u>Account Name</u>	<u>Amount</u>
01-00-4837	GENERAL FUND	REVENUES	REVENUES	PROPERTY TAXES	750,000
				<u>TOTAL</u>	<u>750,000</u>
01-41-5120	GENERAL FUND	POLICE	UNIFORM SERVICES	OPERATIONS	174,720
01-41-5180	GENERAL FUND	POLICE	UNIFORM SERVICES	FICA	10,833
01-41-5182	GENERAL FUND	POLICE	UNIFORM SERVICES	INSURANCE BENEFITS	25,305
01-41-5186	GENERAL FUND	POLICE	UNIFORM SERVICES	MDC	1,688
01-41-5188	GENERAL FUND	POLICE	UNIFORM SERVICES	TMRS	21,492
01-41-5190	GENERAL FUND	POLICE	UNIFORM SERVICES	UNEMPLOYMENT INSURANCE	180
01-41-5192	GENERAL FUND	POLICE	UNIFORM SERVICES	WORKERS COMP	3,016
01-41-5217	GENERAL FUND	POLICE	UNIFORM SERVICES	MINOR EQUIPMENT	27,660
01-41-5250	GENERAL FUND	POLICE	UNIFORM SERVICES	OFFICE SUPPLIES	0
01-41-5280	GENERAL FUND	POLICE	UNIFORM SERVICES	UNIFORMS	10,579
01-41-5555	GENERAL FUND	POLICE	UNIFORM SERVICES	MAINTENANCE CONTRACTS	6,600
01-41-5807	GENERAL FUND	POLICE	UNIFORM SERVICES	CELL PHONE / PAGER	1,440
01-41-6380	GENERAL FUND	POLICE	UNIFORM SERVICES	TRAVEL AND TRAINING	4,500
01-41-7000	GENERAL FUND	POLICE	UNIFORM SERVICES	VEHICLES	<u>191,980</u>
				<u>SUB-TOTAL</u>	<u>479,993</u>
01-44-5120	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	OPERATIONS	116,480
01-44-5180	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	FICA	7,222
01-44-5182	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	INSURANCE BENEFITS	16,870
01-44-5186	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	MDC	1,688
01-44-5188	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	TMRS	5,731

01-44-5190	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	UNEMPLOYMENT INSURANCE	180
01-44-5192	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	WORKERS COMP	2,012
01-44-5217	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	MINOR EQUIPMENT	29,976
01-44-5280	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	UNIFORMS	6,192
01-44-5555	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	MAINTENANCE CONTRACTS	4,400
01-44-5580	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	VEHICLE REPAIRS AND MAINT	2,000
01-44-6380	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	TRAVEL AND TRAINING	4,000
01-44-7000	GENERAL FUND	POLICE	CRIMINAL INVESTIGATION	VEHICLES	<u>73,256</u>
				SUB-TOTAL	<u>270,007</u>
				GRAND TOTAL	750,000



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

Conduct a Public Hearing 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.

- Discuss and 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.

BACKGROUND:

A public hearing is required prior to adoption of the proposed tax rate. In addition, the City Charter requires two (2) readings for any ordinance levying taxes. On August 4, 2022, the City Council voted to consider a tax rate not to exceed \$0.455262 per \$100 valuation which is a decrease of 5.1% or 2.4437 cents from last year's rate of \$0.479699. The No New Revenue Rate is calculated as \$0.381432. This Proposed Rate consists of two (2) parts - the Debt Rate and the Maintenance and Operations (M&O) Rate. The proposed operating rate is \$0.272325. City Council must decide whether to approve the calculated debt rate of \$0.182937 per the Truth-in-Taxation worksheet prepared by Williamson County Tax Office, or the estimated debt tax rate of \$0.1600 proposed by City staff in the City Manager's proposed budget.

Prior to action on the second and final reading of the tax rate, the City Council must adopt a budget with or without amendments for Fiscal Year 2023. The second and final reading of the tax rate ordinance will be on the September 15, 2022 agenda.

If a taxing entity approves a tax rate below the voter-approval-rate, the entity may "carry-forward" the unused increment to be available in the following year, up to a maximum of three (3) years. The proposed tax rate utilizes the prior three (3) years "unused" increment.

RECOMMENDATION:

The motion to adopt a tax rate that exceeds the no-new-revenue rate must be made precisely as follows: "I move that the property tax rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the no-new-revenue tax rate) percent increase in the tax rate."

Option A (with debt rate of \$0.182937)

NNR	RATE-23	% INC.
0.381432	0.455262	19.36%

Option B (with debt rate of \$0.16000)

NNR	RATE-23	% INC.
0.381432	0.432325	13.34%

PRESENTER:

Robert Powers, Executive Finance Director

Attachments

1. Tax Rate Ordinance Opt A
2. Tax Rate Ordinance Opt B
3. Tax Rate Opt A Impact

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, THEREFORE, 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 \$0.455262 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, \$0.182937 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 \$0.019467 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 7.7% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$19.47.

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

OPTION A

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

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, THEREFORE, 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 \$0.019467 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 7.7% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$19.47.

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

OPTION B

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

WHAT IS THE IMPACT TO A RESIDENTIAL HOMESTEAD HOUSEHOLD?

	AVERAGE HOME VALUE	TAX RATE	TAXES PAID PER YEAR
FY2022 ADOPTED	\$ 361,577	\$ 0.479699	\$ 1,734
FY2023	\$ 417,571		
**FY2023 (10% HOMESTEAD CAP)	\$ 397,735	\$ 0.455262	\$ 1,811
	AVERAGE CHANGE PER YEAR		<u>\$ 77</u>

The City of Leander offers a 65 & above and disability tax freeze.
Annual 1% Homestead Exemption is also offered.



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

Conduct a Public Hearing 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.

- 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.

BACKGROUND:

The Oak Creek Public Improvement District (PID) was created by City Council in 2014 and the initial Service and Assessment Plan (SAP) was approved on October 16, 2014. The SAP is the document that determines how each lot or parcel within the PID is assessed and its pro rata share of the cost of the debt service associated with funding the improvements as well as administrative costs. The SAP must be reviewed and approved annually by the City Council. It is recommended that a public hearing be held prior to consideration and approval of the SAP. The assessments will be included with the tax bills that go out in October 2022. Property owners within the PID have been notified of the public hearing as well as a notice was published in the Hill Country News on August 18, 2022. The total number of lots within the PID is 446 in addition to two multi-family units.

RECOMMENDATION:

Conduct Public Hearing. Approve Service and Assessment Plan for the Oak Creek PID.

PRESENTER:

Robert Powers, Executive Finance Director.

Attachments

1. Service & Assessment Plan
2. Ordinance



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ANNUAL SERVICE AND ASSESSMENT PLAN (SAP) UPDATE (2022)

CITY OF LEANDER

OAK CREEK PUBLIC IMPROVEMENT DISTRICT

Report Date: SEPTEMBER 1, 2022

Public Finance
Public-Private Partnerships
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CITY OF LEANDER



ANNUAL SERVICE AND ASSESSMENT PLAN (SAP) UPDATE (2022)

OAK CREEK PUBLIC IMPROVEMENT DISTRICT

Prepared for:

City of Leander

105 North Brushy Street

Leander, TX 78641

Attention: Robert Powers, Finance Director

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B	5-Year PID Cash Flow Projections	3
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APPENDICES

APPENDIX A	ASSESSMENT ROLL
APPENDIX B	AGGREGATE AMORTIZATION
APPENDIX C	BUYER DISCLOSURE FORM

I INTRODUCTION

The Oak Creek Public Improvement District (the "PID") was created on July 17, 2014, by Ordinance No. 14-013-00 of the City of Leander (the "City") in accordance with the Public Improvement District Act, being Chapter 372 of the Texas Local Government Code (the "PID Act") to finance and/or reimburse the costs of certain public improvements (the "Projects" or "Improvements") for the benefit of the property in the PID. A service and assessment plan (the "Service and Assessment Plan" or "SAP") was subsequently prepared at the direction of the City identifying the Projects and their estimated costs, the manner of assessing the property in the PID for the costs of the Projects, and the indebtedness to be incurred. Following a public hearing held on October 16, 2014, the City accepted and approved the Service and Assessment Plan and levied assessments with the adoption of Ordinance No. 14-064-00. The \$5,200,000 City of Leander, Texas Special Assessment Revenue Bonds, Series 2014 (Oak Creek Public Improvement District) (the "Series 2014 Bonds") were issued on November 13, 2014 pursuant to Ordinance No. 14-063-00, also adopted by the City Council on October 16, 2014.

Refunding of the 2014 Bonds occurred in August 2020 through the issuance of the City of Leander, Texas Oak Creek Public Improvement District Special Assessment Revenue Refunding Bonds, Series 2020 (the "2020 Bonds") in the aggregate principal amount of \$4,650,000. All funds have been expended for the acquisition, construction, and maintenance of the Authorized Improvements, and no further expenditures are anticipated to be made for such purposes.

Pursuant to Sections 372.013 and 372.014 of the PID Act and the ordinance approving this Annual Service and Assessment Plan (SAP) Update (2021) to the Service and Assessment Plan (the "Annual Service Plan Update"), the Service and Assessment Plan is to be reviewed and updated annually in August of each year or as soon thereafter practical and is to include an Assessment Plan. This Annual Service Plan Update for 2022 is comprised of the following parts:

- Service Plan Update;
- Assessment Plan;
- Buyer Disclosure Form; and
- Assessment Roll.

II ANNUAL SERVICE PLAN UPDATE

Section 372.013 of the PID Act requires that the Annual Service Plan Update (i) define the annual indebtedness and the projected costs of the Projects and (ii) cover a period of at least 5 years. Please refer to the following tables for the aforementioned information.

A PID Bonded Indebtedness

The sources and uses of funds for the Series 2020 Bonds is shown in **Table II-1** below.

Table II-1: Sources and Uses of Funds for the Series 2020 Bonds

Type of Fund	Dollar Amount
Sources of Funds	
Principal Amount	\$4,650,000.00
Premium	\$79,027.15
Transfers from Refunded Bonds:	
2014 Pledged Revenue Fund	\$197,308.79
2014 P&I Fund	\$19,600.06
2014 Redemption Fund	\$45,224.18
2014 Reserve Account	\$387,002.34
2014 Delinquency Account	\$46,801.70
2014 Prepayment Reserve	\$31,187.13
2014 Administrative Fund	\$137,438.89
Total Sources of Funds	\$5,593,590.24
Use of Funds	
Deposit to Escrow Fund	\$4,954,687.50
Deposit to Reserve Account	\$148,350.00
Deposit to Costs of Issuance Account	\$213,450.00
Deposit to Administrative Fund	\$60,000.00
Additional Proceeds	\$2,602.74
Deposit to Delinquency and Prepayment Reserve	\$75,000.00
Underwriter's Discount	\$139,500.00
Total Uses of Funds	\$5,593,590.24

B 5-Year PID Cash Flow Projections

Projected debt service and assessment installments for a 5-year period are shown in Table II-2.

Table II-2: 5-Year Cash Flow Projections

Description	Total	2022	2023	2024	2025	2026
Revenues						
Assessment Installments	\$1,681,389	\$326,976	\$347,998	\$343,351	\$333,756	\$329,309
Total Revenues	\$1,681,389	\$326,976	\$347,998	\$343,351	\$333,756	\$329,309
Expenditures						
Interest	\$656,963	\$140,063	\$136,163	\$131,513	\$126,863	\$122,363
Principal	\$740,000	\$130,000	\$155,000	\$155,000	\$150,000	\$150,000
Prepayment & Delinquency Reserve	\$101,650	\$21,775	\$21,125	\$20,350	\$19,575	\$18,825
Administrative Expenses	\$188,117	\$36,148	\$36,870	\$37,609	\$38,362	\$39,128
Total Expenditures	\$1,686,729	\$327,986	\$349,158	\$344,471	\$334,799	\$330,315

Note:

*May not sum due to rounding. Due to prepaid assessments, expenditures may exceed revenues in the short term.

C Description of Projects

A description of each of the public improvement Projects is listed below.

C.1 West Broade Street (North South) – Sanitary Sewer Lines

The sanitary sewer line along West Broade Street consists of approximately 2,840 linear feet of 8-inch SDR-26 PVC gravity line with approximately 17 manholes. Additionally, there is approximately 450 linear feet of 15-inch SDR-26 PVC gravity line with approximately 4 manholes along West Broade Street.

C.2 West Broade Street (North South) – Drainage Improvements

Drainage improvements along West Broade Street consist of approximately 2,540 linear feet of Reinforced Concrete Pipe (RCP) storm sewer ranging in size from 18 inches up to 60 inches. Drainage improvements also include approximately 9 junction boxes and approximately 9 curb inlets. The runoff will be collected by the roadway channeled into the curb inlets and conveyed to the storm sewer pipes and discharged into water quality basins as required by TCEQ.

C.3 South Brook Drive (East West) – Sanitary Sewer Lines

The sanitary sewer line along South Brook Drive consists of approximately 1,880 linear feet of 8-inch SDR-26 PVC gravity line with approximately 11 4-foot diameter manholes.

C.4 South Brook Drive (East West) – Drainage Improvements

Drainage improvements along South Brook Drive consist of approximately 2,970

linear feet of Reinforced Concrete Pipe (RCP) storm sewer ranging in size from 18 inches up to 60 inches. Drainage improvements also include approximately 5 junction boxes and approximately 8 curb inlets. The runoff will be collected by the roadway channeled into the curb inlets and conveyed to the storm sewer pipes and discharged into water quality basins as required by TCEQ.

C.5 Neighborhood Entry Features

Neighborhood entry features reflect the design aesthetic and materials established by the primary and secondary entry features. Signs displaying the neighborhood name are located at the entry to neighborhoods and sited to be easily viewed from the roadway. Neighborhood entries have been constructed to City standards and specifications and have been dedicated to the City.

C.6 Walls at Collector Roads

Masonry walls have been constructed along both sides of West Broade Street and along San Gabriel Parkway to provide an attractive border along the community boundary. The wall materials complement the stone material utilized in the primary and secondary entry features for the subdivision. Masonry columns have been incorporated into the walls at regular intervals along the roadway frontage.

C.7 Collector Road Landscape

Native and drought tolerant landscape including turf, ornamental grasses, and xeriscaped planting beds have been installed along West Broade Street, San Gabriel Parkway and the eastern section of South Brook Drive. The landscaping along the roads is intended to create a unique sense of place and enhance the natural beauty of the community.

C.8 Pond Aeration

An aeration fountain has been installed in the water quality retention pond to circulate the water and prevent stagnation. The fountain creates an aesthetic amenity for the pond.

D Estimated Costs of Projects

The PID Bonds will fund all or a portion of the costs of the Public Improvements. The costs of the Public Improvements, as shown in **Table II-3**, are estimates and may be revised in subsequent Annual Service Plan Updates.

Table II-3: Estimated Cost of Projects

Project	Original Estimated Cost	Costs Expended To Date	Application of Contingency	Status
Hard Costs				
West Broade Street				
Sewer	\$313,713	\$338,186	\$24,473	100%
Drainage	\$734,223	\$791,501	\$57,278	100%
South Brook Drive				
Sewer	\$162,974	\$175,688	\$12,714	100%
Drainage	\$513,940	\$554,033	\$40,093	100%
Neighborhood Entry Features	\$24,000	\$27,600	\$3,600	100%
Walls at Collector Roads	\$732,065	\$752,788	\$20,723	100%
Collector Road Landscape	\$496,952	\$496,952	\$0	100%
Pond Aeration	\$5,000	\$5,750	\$750	100%
Total Hard Costs	\$2,982,867	\$3,142,498	\$159,631	100%
Soft Costs				
Project Management	\$119,315	\$119,315	\$0	100%
Engineering/Other Soft Costs	\$298,287	\$586,085	\$287,798	100%
Total Soft Costs	\$417,602	\$705,400	\$287,798	100%
Contingency	\$447,430	\$0	\$0	100%
Grand Total	\$3,847,899	\$3,847,898	\$447,429	100%

III ASSESSMENT PLAN

Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. More specifically, the PID Act provides that the costs of the improvements may be assessed (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefitted.

Table III-1: PID Assessments

Lot Type	Lots	Total Original Assessment	Total Assessment Post-Refunding	Assessment Per Lot
41' Lots	147	\$1,092,631.62	\$990,044.44	\$6,781.13
50' Lots	194	\$1,821,526.06	\$1,584,715.33	\$8,566.03
60' Lots	105	\$1,170,676.73	\$1,057,856.53	\$10,171.70
Apartments – North	160	\$465,881.55	\$425,031.71	\$2,656.45
Apartments – South	200	\$597,284.04	\$544,912.44	\$2,724.56
HOA	N/A	\$52,000.00	\$47,439.56	\$47,439.56
Total	806	\$5,200,000.00	\$4,650,000.00	N/A

Note:

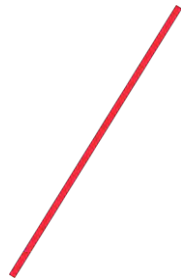
*Lot Count does not reflect prepaid parcels.

APPENDIX A

City of Leander

Annual Service and Assessment Plan (SAP) Update (2022)

Oak Creek Public Improvement District



ASSESSMENT ROLL

41'-Lot Type

Parcel ID				
R541613	R541614	R541615	R541616	R541617
R541618	R541619	R541620	R541621	R541622
R541623	R541624	R541625	R541626	R541627
R541628	R541629	R541630	R541631	R541633
R541635	R541636	R541637	R541638	R541639
R541640	R541641	R541642	R541643	R541644
R541647	R541648	R541649	R541650	R541651
R541652	R541653	R541654	R541655	R541656
R541657	R541660	R541661	R541662	R541663
R541664	R541665	R541666	R541667	R541668
R541669	R541670	R541671	R541672	R541673
R541674	R541675	R541676	R541677	R541678
R541679	R541680	R541681	R541682	R541683
R541685	R541686	R541687	R541688	R541689
R541690	R541691	R541692	R541693	R541694
R541695	R541696	R541697	R541698	R541699
R541700	R541701	R541702	R555761	R555762
R555763	R555764	R555765	R555766	R555767
R555768	R555769	R555772	R555773	R555774
R555775	R555776	R555777	R555778	R555779
R555780	R555781	R555782	R555783	R555784
R555785	R555786	R555788	R555789	R555790
R555792	R555793	R555794	R555795	R555796
R555797	R555798	R555799	R555800	R555802
R555803	R555804	R555805	R555806	R555807
R555808	R555809	R555810	R555811	R555812
R555813	R555814	R555815	R555816	R555817
R555818	R555819	R555821	R555823	R555824
R555825	R555826	R555827	R555828	

**Appendix A
Oak Creek PID
Revised Annual Installments**

Lot Type: 41

Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2022	\$189.58	\$205.68	\$395.26	\$53.10	\$31.97	\$480.33	\$6,394.69
2023	\$226.04	\$199.99	\$426.03	\$54.16	\$31.03	\$511.22	\$6,205.11
2024	\$226.04	\$193.21	\$419.24	\$55.25	\$29.90	\$504.39	\$5,979.07
2025	\$218.75	\$186.43	\$405.17	\$56.35	\$28.77	\$490.29	\$5,753.03
2026	\$218.75	\$179.86	\$398.61	\$57.48	\$27.67	\$483.76	\$5,534.28
2027	\$247.91	\$172.75	\$420.67	\$58.63	\$26.58	\$505.88	\$5,315.53
2028	\$247.91	\$164.70	\$412.61	\$59.80	\$25.34	\$497.75	\$5,067.62
2029	\$240.62	\$156.64	\$397.26	\$61.00	\$24.10	\$482.36	\$4,819.71
2030	\$277.08	\$148.82	\$425.90	\$62.22	\$22.90	\$511.02	\$4,579.09
2031	\$269.79	\$139.82	\$409.60	\$63.46	\$21.51	\$494.57	\$4,302.01
2032	\$298.95	\$131.05	\$430.00	\$64.73	\$20.16	\$514.89	\$4,032.22
2033	\$291.66	\$121.33	\$412.99	\$66.03	\$18.67	\$497.69	\$3,733.27
2034	\$320.83	\$111.85	\$432.68	\$67.35	\$17.21	\$517.24	\$3,441.61
2035	\$313.54	\$101.43	\$414.96	\$68.69	\$15.60	\$499.25	\$3,120.78
2036	\$306.24	\$91.24	\$397.48	\$70.07	\$14.04	\$481.59	\$2,807.24
2037	\$328.12	\$81.28	\$409.40	\$71.47	\$12.50	\$493.37	\$2,501.00
2038	\$357.29	\$70.62	\$427.90	\$72.90	\$10.86	\$511.66	\$2,172.88
2039	\$342.70	\$59.01	\$401.71	\$74.36	\$9.08	\$485.15	\$1,815.59
2040	\$371.87	\$47.87	\$419.74	\$75.84	\$7.36	\$502.94	\$1,472.89
2041	\$393.74	\$35.78	\$429.53	\$77.36	\$5.51	\$512.40	\$1,101.02
2042	\$379.16	\$22.99	\$402.15	\$78.91	\$3.54	\$484.60	\$707.28
2043	\$328.12	\$10.66	\$338.78	\$80.49	\$1.64	\$420.91	\$328.12
Total	\$6,394.69	\$2,633.01	\$9,027.67	\$1,449.65	\$405.94	\$10,883.26	

(a) Tax Year 2022 corresponds to Bond Year 2023.

(b) Assumes Annual Installment has not been paid for the Tax Year.

50'-Lot Type

Parcel ID				
R541302	R541303	R541304	R541305	R541306
R541307	R541308	R541309	R541310	R541311
R541312	R541313	R541314	R541316	R541317
R541318	R541319	R541320	R541323	R541324
R541325	R541326	R541327	R541328	R541329
R541330	R541331	R541332	R541333	R541334
R541335	R541336	R541337	R541338	R541339
R541341	R541342	R541343	R541344	R541345
R541346	R541347	R541348	R541349	R541350
R541351	R541352	R541353	R541354	R541355
R541356	R541357	R541358	R541359	R541360
R541361	R541362	R541363	R541364	R541365
R541366	R541367	R541437	R541438	R541439
R541440	R541441	R541442	R541443	R541444
R541445	R541446	R541447	R541448	R541449
R541450	R541451	R541452	R541453	R541454
R541455	R541456	R541457	R541458	R541459
R541460	R541461	R541462	R541463	R541464
R541465	R541466	R541467	R541468	R541469
R541470	R541472	R541473	R541474	R541475
R541476	R541477	R541478	R541479	R541480
R541481	R541482	R541483	R541484	R541485
R541486	R541487	R541488	R541489	R541490
R541491	R541492	R541493	R541494	R541495
R541496	R541497	R541498	R541499	R553411
R553412	R553413	R553414	R553415	R553416
R553417	R553418	R553419	R553420	R553421
R553422	R553423	R553424	R553425	R553427
R553429	R553430	R553431	R553434	R553435
R553436	R553437	R553438	R553439	R553440
R553442	R553443	R553444	R553445	R553446
R553447	R553448	R553449	R553450	R553451
R553452	R553453	R553454	R553455	R553456
R553457	R553458	R553459	R553460	R553461
R553462	R553463	R553464	R553465	R553466
R553467	R553468	R553469	R553470	R553472
R553473	R553474	R553475	R553476	R553478

**Appendix A
Oak Creek PID
Revised Annual Installments**

Lot Type: 50

Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2022	\$239.48	\$259.81	\$499.29	\$67.08	\$40.39	\$606.76	\$8,077.85
2023	\$285.53	\$252.63	\$538.16	\$68.42	\$39.19	\$645.77	\$7,838.37
2024	\$285.53	\$244.06	\$529.60	\$69.79	\$37.76	\$637.15	\$7,552.84
2025	\$276.32	\$235.50	\$511.82	\$71.19	\$36.34	\$619.35	\$7,267.31
2026	\$276.32	\$227.21	\$503.53	\$72.61	\$34.95	\$611.09	\$6,990.99
2027	\$313.17	\$218.23	\$531.39	\$74.06	\$33.57	\$639.02	\$6,714.67
2028	\$313.17	\$208.05	\$521.22	\$75.54	\$32.01	\$628.77	\$6,401.50
2029	\$303.96	\$197.87	\$501.83	\$77.05	\$30.44	\$609.32	\$6,088.33
2030	\$350.01	\$187.99	\$538.00	\$78.60	\$28.92	\$645.52	\$5,784.37
2031	\$340.80	\$176.62	\$517.42	\$80.17	\$27.17	\$624.76	\$5,434.36
2032	\$377.64	\$165.54	\$543.18	\$81.77	\$25.47	\$650.42	\$5,093.56
2033	\$368.43	\$153.27	\$521.70	\$83.41	\$23.58	\$628.69	\$4,715.92
2034	\$405.27	\$141.29	\$546.57	\$85.07	\$21.74	\$653.38	\$4,347.49
2035	\$396.06	\$128.12	\$524.19	\$86.78	\$19.71	\$630.68	\$3,942.22
2036	\$386.85	\$115.25	\$502.10	\$88.51	\$17.73	\$608.34	\$3,546.16
2037	\$414.49	\$102.68	\$517.16	\$90.28	\$15.80	\$623.24	\$3,159.31
2038	\$451.33	\$89.21	\$540.53	\$92.09	\$13.72	\$646.34	\$2,744.82
2039	\$432.91	\$74.54	\$507.45	\$93.93	\$11.47	\$612.85	\$2,293.49
2040	\$469.75	\$60.47	\$530.22	\$95.81	\$9.30	\$635.33	\$1,860.58
2041	\$497.38	\$45.20	\$542.58	\$97.72	\$6.95	\$647.25	\$1,390.83
2042	\$478.96	\$29.04	\$508.00	\$99.68	\$4.47	\$612.15	\$893.45
2043	\$414.49	\$13.47	\$427.96	\$101.67	\$2.07	\$531.70	\$414.49
Total	\$8,077.85	\$3,326.05	\$11,403.90	\$1,831.23	\$512.75	\$13,747.88	

(a) Tax Year 2022 corresponds to Bond Year 2023.

(b) Assumes Annual Installment has not been paid for the Tax Year.

60'-Lot Type

Parcel ID				
R544533	R544534	R544535	R544536	R544537
R544538	R544540	R544541	R544542	R544543
R544544	R544545	R544546	R544547	R544548
R544549	R544550	R544551	R544553	R544554
R544555	R544557	R544558	R544559	R544560
R544561	R544562	R544563	R544564	R544565
R544566	R544568	R544569	R544570	R544571
R544572	R544573	R544574	R544575	R544576
R544577	R544578	R544579	R544580	R544581
R544582	R544583	R544584	R554063	R554064
R554065	R554066	R554067	R554068	R554069
R554070	R554071	R554072	R554073	R554074
R554075	R554076	R554077	R554078	R554079
R554081	R554082	R554083	R554085	R554086
R554087	R554088	R554089	R554090	R554091
R554092	R554093	R554094	R554095	R554096
R554097	R554098	R554099	R554100	R554101
R554102	R554103	R554104	R554105	R554106
R554107	R554108	R554109	R554110	R554111
R554112	R554113	R554114	R554115	R554116
R554117	R554118			

**Appendix A
Oak Creek PID
Revised Annual Installments**

Lot Type: 60

Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2022	\$284.37	\$308.51	\$592.88	\$79.65	\$47.96	\$720.49	\$9,592.02
2023	\$339.06	\$299.98	\$639.04	\$81.25	\$46.54	\$766.83	\$9,307.65
2024	\$339.06	\$289.81	\$628.87	\$82.87	\$44.84	\$756.58	\$8,968.59
2025	\$328.12	\$279.64	\$607.76	\$84.53	\$43.15	\$735.44	\$8,629.53
2026	\$328.12	\$269.80	\$597.92	\$86.22	\$41.51	\$725.65	\$8,301.41
2027	\$371.87	\$259.13	\$631.00	\$87.94	\$39.87	\$758.81	\$7,973.29
2028	\$371.87	\$247.05	\$618.91	\$89.70	\$38.01	\$746.62	\$7,601.42
2029	\$360.93	\$234.96	\$595.89	\$91.50	\$36.15	\$723.54	\$7,229.55
2030	\$415.62	\$223.23	\$638.85	\$93.33	\$34.34	\$766.52	\$6,868.62
2031	\$404.68	\$209.72	\$614.40	\$95.19	\$32.27	\$741.86	\$6,453.00
2032	\$448.43	\$196.57	\$645.00	\$97.10	\$30.24	\$772.34	\$6,048.32
2033	\$437.49	\$182.00	\$619.49	\$99.04	\$28.00	\$746.53	\$5,599.89
2034	\$481.24	\$167.78	\$649.02	\$101.02	\$25.81	\$775.85	\$5,162.40
2035	\$470.30	\$152.14	\$622.44	\$103.04	\$23.41	\$748.89	\$4,681.16
2036	\$459.37	\$136.85	\$596.22	\$105.10	\$21.05	\$722.37	\$4,210.86
2037	\$492.18	\$121.92	\$614.10	\$107.20	\$18.76	\$740.06	\$3,751.49
2038	\$535.93	\$105.93	\$641.86	\$109.35	\$16.30	\$767.51	\$3,259.31
2039	\$514.05	\$88.51	\$602.56	\$111.54	\$13.62	\$727.72	\$2,723.38
2040	\$557.80	\$71.80	\$629.61	\$113.77	\$11.05	\$754.43	\$2,209.33
2041	\$590.61	\$53.67	\$644.29	\$116.04	\$8.26	\$768.59	\$1,651.53
2042	\$568.74	\$34.48	\$603.22	\$118.36	\$5.30	\$726.88	\$1,060.92
2043	\$492.18	\$16.00	\$508.17	\$120.73	\$2.46	\$631.36	\$492.18
Total	\$9,592.02	\$3,949.48	\$13,541.50	\$2,174.47	\$608.90	\$16,324.87	

(a) Tax Year 2022 corresponds to Bond Year 2023.

(b) Assumes Annual Installment has not been paid for the Tax Year.

HOA Lot Type

Parcel ID
R542828

Appendix A
Oak Creek PID
Revised Annual Installments

Lot Type: HOA

Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2022	\$1,326.27	\$1,438.87	\$2,765.14	\$371.50	\$223.68	\$3,360.32	\$44,735.99
2023	\$1,581.32	\$1,399.08	\$2,980.40	\$378.93	\$217.05	\$3,576.38	\$43,409.72
2024	\$1,581.32	\$1,351.64	\$2,932.96	\$386.51	\$209.14	\$3,528.61	\$41,828.40
2025	\$1,530.31	\$1,304.21	\$2,834.51	\$394.24	\$201.24	\$3,429.99	\$40,247.08
2026	\$1,530.31	\$1,258.30	\$2,788.60	\$402.12	\$193.58	\$3,384.30	\$38,716.77
2027	\$1,734.35	\$1,208.56	\$2,942.91	\$410.16	\$185.93	\$3,539.00	\$37,186.46
2028	\$1,734.35	\$1,152.19	\$2,886.54	\$418.37	\$177.26	\$3,482.17	\$35,452.11
2029	\$1,683.34	\$1,095.83	\$2,779.17	\$426.73	\$168.59	\$3,374.49	\$33,717.76
2030	\$1,938.39	\$1,041.12	\$2,979.51	\$435.27	\$160.17	\$3,574.95	\$32,034.42
2031	\$1,887.38	\$978.12	\$2,865.50	\$443.97	\$150.48	\$3,459.95	\$30,096.03
2032	\$2,091.42	\$916.78	\$3,008.20	\$452.85	\$141.04	\$3,602.09	\$28,208.65
2033	\$2,040.41	\$848.81	\$2,889.22	\$461.91	\$130.59	\$3,481.72	\$26,117.23
2034	\$2,244.45	\$782.50	\$3,026.95	\$471.15	\$120.38	\$3,618.48	\$24,076.82
2035	\$2,193.44	\$709.55	\$2,902.99	\$480.57	\$109.16	\$3,492.72	\$21,832.37
2036	\$2,142.43	\$638.27	\$2,780.70	\$490.18	\$98.19	\$3,369.07	\$19,638.93
2037	\$2,295.46	\$568.64	\$2,864.10	\$499.99	\$87.48	\$3,451.57	\$17,496.50
2038	\$2,499.50	\$494.03	\$2,993.54	\$509.99	\$76.01	\$3,579.54	\$15,201.04
2039	\$2,397.48	\$412.80	\$2,810.28	\$520.19	\$63.51	\$3,393.98	\$12,701.54
2040	\$2,601.52	\$334.88	\$2,936.41	\$530.59	\$51.52	\$3,518.52	\$10,304.06
2041	\$2,754.55	\$250.33	\$3,004.89	\$541.20	\$38.51	\$3,584.60	\$7,702.54
2042	\$2,652.53	\$160.81	\$2,813.34	\$552.03	\$24.74	\$3,390.11	\$4,947.99
2043	\$2,295.46	\$74.60	\$2,370.06	\$563.07	\$11.48	\$2,944.61	\$2,295.46
Total	\$44,735.99	\$18,419.92	\$63,155.92	\$10,141.52	\$2,839.73	\$76,137.17	

(a) Tax Year 2022 corresponds to Bond Year 2023.

(b) Assumes Annual Installment has not been paid for the Tax Year.

Apartments (North) Lot Type

Parcel ID
R606265

**Appendix A
Oak Creek PID
Revised Annual Installments**

**Lot Type: Apartments (North)
Unit Count: 160**

Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2022	\$11,883.20	\$12,891.20	\$24,774.40	\$3,328.00	\$2,004.80	\$30,107.20	\$400,812.80
2023	\$14,168.00	\$12,534.40	\$26,702.40	\$3,395.20	\$1,944.00	\$32,041.60	\$388,929.60
2024	\$14,168.00	\$12,110.40	\$26,278.40	\$3,462.40	\$1,873.60	\$31,614.40	\$374,761.60
2025	\$13,710.40	\$11,684.80	\$25,395.20	\$3,532.80	\$1,803.20	\$30,731.20	\$360,593.60
2026	\$13,710.40	\$11,273.60	\$24,984.00	\$3,603.20	\$1,734.40	\$30,321.60	\$346,883.20
2027	\$15,539.20	\$10,828.80	\$26,366.40	\$3,675.20	\$1,665.60	\$31,707.20	\$333,172.80
2028	\$15,539.20	\$10,323.20	\$25,862.40	\$3,748.80	\$1,588.80	\$31,200.00	\$317,633.60
2029	\$15,081.60	\$9,817.60	\$24,899.20	\$3,824.00	\$1,510.40	\$30,233.60	\$302,094.40
2030	\$17,366.40	\$9,328.00	\$26,694.40	\$3,899.20	\$1,435.20	\$32,028.80	\$287,012.80
2031	\$16,910.40	\$8,763.20	\$25,673.60	\$3,977.60	\$1,348.80	\$31,000.00	\$269,646.40
2032	\$18,737.60	\$8,214.40	\$26,952.00	\$4,057.60	\$1,264.00	\$32,273.60	\$252,736.00
2033	\$18,281.60	\$7,604.80	\$25,886.40	\$4,139.20	\$1,169.60	\$31,195.20	\$233,998.40
2034	\$20,108.80	\$7,011.20	\$27,120.00	\$4,220.80	\$1,078.40	\$32,419.20	\$215,716.80
2035	\$19,652.80	\$6,356.80	\$26,009.60	\$4,305.60	\$977.60	\$31,292.80	\$195,608.00
2036	\$19,195.20	\$5,718.40	\$24,913.60	\$4,392.00	\$880.00	\$30,185.60	\$175,955.20
2037	\$20,566.40	\$5,094.40	\$25,660.80	\$4,480.00	\$784.00	\$30,924.80	\$156,760.00
2038	\$22,393.60	\$4,425.60	\$26,820.80	\$4,569.60	\$681.60	\$32,072.00	\$136,193.60
2039	\$21,480.00	\$3,699.20	\$25,179.20	\$4,660.80	\$569.60	\$30,409.60	\$113,800.00
2040	\$23,308.80	\$3,000.00	\$26,308.80	\$4,753.60	\$460.80	\$31,523.20	\$92,320.00
2041	\$24,680.00	\$2,243.20	\$26,921.60	\$4,849.60	\$345.60	\$32,116.80	\$69,011.20
2042	\$23,764.80	\$1,440.00	\$25,206.40	\$4,945.60	\$222.40	\$30,374.40	\$44,331.20
2043	\$20,566.40	\$668.80	\$21,235.20	\$5,044.80	\$102.40	\$26,382.40	\$20,566.40
Total	\$400,812.80	\$165,032.00	\$565,844.80	\$90,865.60	\$25,444.80	\$682,155.20	

(a) Tax Year 2022 corresponds to Bond Year 2023.

(b) Assumes Annual Installment has not been paid for the Tax Year.

Apartments (South) Lot Type

Parcel ID
R606265

**Appendix A
Oak Creek PID
Revised Annual Installments**

**Lot Type: Apartments (South)
Unit Count: 200**

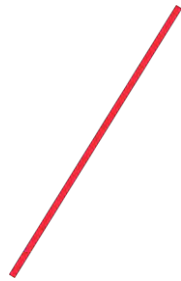
Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2022	\$15,234.00	\$16,528.00	\$31,762.00	\$4,268.00	\$2,570.00	\$38,600.00	\$513,858.00
2023	\$18,164.00	\$16,070.00	\$34,234.00	\$4,352.00	\$2,494.00	\$41,080.00	\$498,624.00
2024	\$18,164.00	\$15,526.00	\$33,690.00	\$4,440.00	\$2,402.00	\$40,532.00	\$480,460.00
2025	\$17,578.00	\$14,980.00	\$32,558.00	\$4,528.00	\$2,312.00	\$39,398.00	\$462,296.00
2026	\$17,578.00	\$14,454.00	\$32,032.00	\$4,618.00	\$2,224.00	\$38,874.00	\$444,718.00
2027	\$19,922.00	\$13,882.00	\$33,804.00	\$4,712.00	\$2,136.00	\$40,652.00	\$427,140.00
2028	\$19,922.00	\$13,234.00	\$33,156.00	\$4,806.00	\$2,036.00	\$39,998.00	\$407,218.00
2029	\$19,336.00	\$12,588.00	\$31,922.00	\$4,902.00	\$1,936.00	\$38,760.00	\$387,296.00
2030	\$22,266.00	\$11,958.00	\$34,224.00	\$5,000.00	\$1,840.00	\$41,064.00	\$367,960.00
2031	\$21,680.00	\$11,236.00	\$32,914.00	\$5,100.00	\$1,728.00	\$39,742.00	\$345,694.00
2032	\$24,024.00	\$10,530.00	\$34,554.00	\$5,202.00	\$1,620.00	\$41,376.00	\$324,014.00
2033	\$23,438.00	\$9,750.00	\$33,186.00	\$5,306.00	\$1,500.00	\$39,992.00	\$299,990.00
2034	\$25,780.00	\$8,988.00	\$34,768.00	\$5,412.00	\$1,382.00	\$41,562.00	\$276,552.00
2035	\$25,194.00	\$8,150.00	\$33,346.00	\$5,520.00	\$1,254.00	\$40,120.00	\$250,772.00
2036	\$24,608.00	\$7,332.00	\$31,940.00	\$5,630.00	\$1,128.00	\$38,698.00	\$225,578.00
2037	\$26,366.00	\$6,532.00	\$32,898.00	\$5,744.00	\$1,004.00	\$39,646.00	\$200,970.00
2038	\$28,710.00	\$5,674.00	\$34,386.00	\$5,858.00	\$874.00	\$41,118.00	\$174,604.00
2039	\$27,538.00	\$4,742.00	\$32,280.00	\$5,976.00	\$730.00	\$38,986.00	\$145,894.00
2040	\$29,882.00	\$3,846.00	\$33,728.00	\$6,094.00	\$592.00	\$40,414.00	\$118,356.00
2041	\$31,640.00	\$2,876.00	\$34,516.00	\$6,216.00	\$442.00	\$41,174.00	\$88,474.00
2042	\$30,468.00	\$1,848.00	\$32,316.00	\$6,340.00	\$284.00	\$38,940.00	\$56,834.00
2043	\$26,366.00	\$856.00	\$27,224.00	\$6,468.00	\$132.00	\$33,824.00	\$26,366.00
Total	\$513,858.00	\$211,580.00	\$725,438.00	\$116,492.00	\$32,620.00	\$874,550.00	

(a) Tax Year 2022 corresponds to Bond Year 2023.

(b) Assumes Annual Installment has not been paid for the Tax Year.

APPENDIX B

City of Leander
Annual Service and Assessment Plan (SAP) Update (2022)
Oak Creek Public Improvement District



**AGGREGATE
AMORTIZATION**

**Appendix B
Oak Creek PID
Revised Annual Installments**

Lot Type: Total

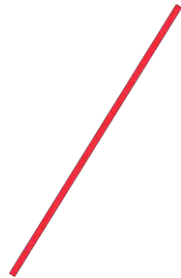
Tax Year (a)	PID Bonds			Administrative Expenses	Prepayment & Delinquency Reserve	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service				
2022	\$130,000.00	\$140,062.50	\$270,062.50	\$36,148.00	\$21,775.00	\$327,985.50	\$4,385,000.00
2023	\$155,000.00	\$136,162.50	\$291,162.50	\$36,870.37	\$21,125.00	\$349,157.87	\$4,255,000.00
2024	\$155,000.00	\$131,512.50	\$286,512.50	\$37,608.80	\$20,350.00	\$344,471.30	\$4,100,000.00
2025	\$150,000.00	\$126,862.50	\$276,862.50	\$38,361.65	\$19,575.00	\$334,799.15	\$3,945,000.00
2026	\$150,000.00	\$122,362.50	\$272,362.50	\$39,127.73	\$18,825.00	\$330,315.23	\$3,795,000.00
2027	\$170,000.00	\$117,487.50	\$287,487.50	\$39,911.06	\$18,075.00	\$345,473.56	\$3,645,000.00
2028	\$170,000.00	\$111,962.50	\$281,962.50	\$40,708.67	\$17,225.00	\$339,896.17	\$3,475,000.00
2029	\$165,000.00	\$106,437.50	\$271,437.50	\$41,523.98	\$16,375.00	\$329,336.48	\$3,305,000.00
2030	\$190,000.00	\$101,075.00	\$291,075.00	\$42,354.81	\$15,550.00	\$348,979.81	\$3,140,000.00
2031	\$185,000.00	\$94,900.00	\$279,900.00	\$43,200.64	\$14,600.00	\$337,700.64	\$2,950,000.00
2032	\$205,000.00	\$88,887.50	\$293,887.50	\$44,065.22	\$13,675.00	\$351,627.72	\$2,765,000.00
2033	\$200,000.00	\$82,225.00	\$282,225.00	\$44,948.36	\$12,650.00	\$339,823.36	\$2,560,000.00
2034	\$220,000.00	\$75,725.00	\$295,725.00	\$45,844.34	\$11,650.00	\$353,219.34	\$2,360,000.00
2035	\$215,000.00	\$68,575.00	\$283,575.00	\$46,761.91	\$10,550.00	\$340,886.91	\$2,140,000.00
2036	\$210,000.00	\$61,587.50	\$271,587.50	\$47,696.81	\$9,475.00	\$328,759.31	\$1,925,000.00
2037	\$225,000.00	\$54,762.50	\$279,762.50	\$48,651.87	\$8,425.00	\$336,839.37	\$1,715,000.00
2038	\$245,000.00	\$47,450.00	\$292,450.00	\$49,625.54	\$7,300.00	\$349,375.54	\$1,490,000.00
2039	\$235,000.00	\$39,487.50	\$274,487.50	\$50,618.96	\$6,075.00	\$331,181.46	\$1,245,000.00
2040	\$255,000.00	\$31,850.00	\$286,850.00	\$51,628.54	\$4,900.00	\$343,378.54	\$1,010,000.00
2041	\$270,000.00	\$23,562.50	\$293,562.50	\$52,660.92	\$3,625.00	\$349,848.42	\$755,000.00
2042	\$260,000.00	\$14,787.50	\$274,787.50	\$53,714.19	\$2,275.00	\$330,776.69	\$485,000.00
2043	\$225,000.00	\$6,337.50	\$201,337.50	\$54,789.84	\$975.00	\$257,102.34	\$225,000.00
Total	\$4,385,000.00	\$1,784,062.50	\$6,139,062.50	\$986,822.21	\$275,050.00	\$7,400,934.71	

(a) Tax Year 2022 corresponds to Bond Year 2023.

(b) Assumes Annual Installment has not been paid for the Tax Year.

APPENDIX C

City of Leander
Annual Service and Assessment Plan (SAP) Update (2022)
Oak Creek Public Improvement District



**BUYER DISCLOSURE
FORM**

**Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This Notice requirement does not apply to a transfer:

- 1) Under a court order or foreclosure;
- 2) By a trustee in bankruptcy;
- 3) To a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) By a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) By a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) From one co-owner to another co-owner of an undivided interest in the real property;
- 7) To or from a government entity; or,
- 8) Of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to the prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchases, subject to certain exception, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchase and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

**Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)**

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO LEANDER, TEXAS
OAK CREEK PUBLIC IMPROVEMENT DISTRICT

CONCERNING THE FOLLOWING PROPERTY

As the purchaser of the real property described above, you are obligated to pay assessments to Leander, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within **Oak Creek Public Improvement District** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Leander. The exact amount of each annual installment will be approved each year by Leander City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Leander.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

**Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)**

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Buyer (Print Name)	Signature	Date
--------------------	-----------	------

Buyer (Print Name)	Signature	
--------------------	-----------	--

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

Seller (Print Name)	Signature	Date
---------------------	-----------	------

Seller (Print Name)	Signature	Date
---------------------	-----------	------

Texas Property Code Section 5.0143 Notice
(Required At Closing And Must Be Recorded In Williamson County Deed Of Records)

AFTER RECORDING RETURN TO:

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO LEANDER, TEXAS
OAK CREEK PUBLIC IMPROVEMENT DISTRICT

CONCERNING THE FOLLOWING PROPERTY

As the purchaser of the real property described above, you are obligated to pay assessments to Leander, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within **Oak Creek Public Improvement District** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Leander. The exact amount of each annual installment will be approved each year by Leander City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Leander.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Texas Property Code Section 5.0143 Notice
(Required At Closing And Must Be Recorded In Williamson County Deed Of Records)

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

Buyer (Print Name)	Signature	Date
--------------------	-----------	------

Buyer (Print Name)	Signature	
--------------------	-----------	--

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__

Notary Public, State of Texas

Texas Property Code Section 5.0143 Notice
(Required At Closing And Must Be Recorded In Williamson County Deed Of Records)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

Seller (Print Name)	Signature	Date
---------------------	-----------	------

Seller (Print Name)	Signature	
---------------------	-----------	--

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__

Notary Public, State of Texas



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DALLAS, TX 75225
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AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER APPROVING AN ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN FOR CALENDAR YEAR 2022 FOR THE OAK CREEK PUBLIC IMPROVEMENT DISTRICT AND APPORTIONING ASSESSMENTS AMONG SUBDIVIDED LOTS WITHIN THE DISTRICT

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

PART 1. Findings. The City Council finds that:

- (A) Chapter 372 (*Public Improvement District Assessment Act*) of the Texas Local Government Code (the “Act”) authorized the creation of the Oak Creek Public Improvement District (the “District”)
- (B) On July 17, 2014, the City Council passed Resolution No. 14-013-00, which approved the creation of the District in accordance with its findings.
- (C) On October 16, 2014, the City Council passed Ordinance No. 14-064-00, which approved the Service and Assessment Plan and Budget for the District and levied Special Assessments against assessable property within the District. The Service and Assessment Plan adopted on October 16, 2014 and subsequently adopted updates and amendments are herein referred to as the Service and Assessment Plan.
- (D) The Service and Assessment Plan provides that, as parcels within the District are subdivided, the Special Assessments will be reallocated and apportioned among the resulting lots.
- (E) Property within the District was subdivided after the passage of Ordinance No. 14-064-00, and this Ordinance reallocates the Special Assessments levied pursuant to Ordinance No. 14-064-00 among the resulting lots as contemplated in the Service and Assessment Plan and as provided in the Annual Service Plan Update to the Service and Assessment Plan dated September 1, 2022, attached hereto as Exhibit A (the “SAP Update”).
- (F) The City Council finds that the proposed SAP Update, including the Assessment Roll, is necessary to fund debt service payments on debt issued to enhance the District.
- (G) The proposed assessment roll attached as part of Exhibit A to this ordinance was filed with the City Secretary, and such filing is hereby ratified and confirmed.
- (H) On September 1, 2022, the City Council held a public hearing, properly noticed under the Act, to consider the proposed SAP Update and the updated Assessment Roll included therein which reallocates and apportions the assessments levied on the

assessable property within the District among lots resulting from the subdivision of property within the District after adoption of Ordinance No. 14-064-00.

- (I) At the September 1, 2022 public hearing, the City Council heard each objection to the proposed SAP Update, found in each case that the reallocation of assessments among the parcels subdivided after adoption of Ordinance No. 14-064-00 are reasonable and consistent with Ordinance No. 14-064-00 and the special benefits conferred by the District, and passed on each objection before it closed the public hearing.
- (J) The reallocation of assessments as set out in the Assessment Roll included as part of Exhibit A, attached to and incorporated in this ordinance:
 - (1) should be made against the property and property owners within the District;
 - (2) are in proportion to the benefits to the property for the services and improvements in the District;
 - (3) establish substantial justice, equality, and uniformity in the amount assessed against each property owner for the benefits received and burdens imposed; and
 - (4) are consistent with Ordinance No. 14-064-00.
- (K) In each case, the property subject to reallocated assessments is benefited by the services and improvements provided in the District.
- (L) The exclusion of certain property from reallocation of the assessment is reasonable because doing so is consistent with Ordinance No. 14-064-00 and the excluded property will not receive a benefit from the District that is sufficient to justify an assessment and the exclusions promote efficient management of the District.
- (M) The procedures followed and apportionment of the cost of the services and improvements in the District comply with applicable law and the purpose for which the District was formed.
- (N) The reallocated assessments are in proportion to the estimated average buildout values for the property, as provided in Section III of the SAP Update.

PART 2. Exemptions and Exclusions. The City Council exempts the following from payment of the assessment and excludes from the roll:

- (A) property of the City used for public purpose;
- (B) property owned by Williamson County and property owned by political subdivisions of the State of Texas and used for public purpose; and
- (C) other property that is excluded by law or by agreement of the City and the petitioners.

PART 3. SAP Update. The SAP Update, including the Assessment Roll included as part of Exhibit A, is hereby approved.

PART 4. Reallocation of Assessments. The assessments and annual installments shown on the Assessment Roll adopted under Ordinance No. 14-064-00 are hereby reallocated among the

properties in the District and identified by the Williamson Central Appraisal District records as provided in the Assessment Roll included in Exhibit A, the SAP Update.

PART 5. Liability of Multiple Owners. Each owner of property in the District owned by two or more individuals or entities is personally liable for the amount of the assessment equal to the share of the total assessment against the property based on the owner's partial interest in the total property ownership. A property owner's interest in property may be released from an assessment lien if the owner pays the owner's proportionate share of an assessment.

PART 6. Interest and Lien.

- (A) An assessment shown on the Assessment Roll in Exhibit A:
 - (1) accrues interest at the rate set forth in the Service and Assessment Plan, as modified by the SAP Update;
 - (2) accrues interest, penalties, and attorneys' fees in the same manner as a delinquent ad valorem tax, until paid; and
 - (3) is a lien on the property shown in Exhibit A and the personal liability of the property owner.

PART 7. Due Date and Collection. An assessment may be paid in a lump sum or may be paid in annual installments as set forth herein and in the SAP Update. Annual Installments for each parcel set forth in the Assessment Roll shall be due on October 1st of the year in which the particular annual installment amount is listed, and shall be delinquent if not paid by February 1st of the following year. If a property owner defaults on payment of an assessment against the owner's property, the City Manager may cause the filing of a suit to collect the assessment and may initiate a lien foreclosure, including interest, penalties, costs and attorneys' fees.

PART 8. Annual Review of Plan. The Administrator shall, in August of each year or as soon thereafter as practical, prepare and submit to the City Council for its review and approval an update to the Annual Service and Assessment Plan to allow for billing and collection of Annual Installments.

PART 9. Statutory Authority. The reallocation of assessments and the SAP Update adopted herein are made under the authority of Chapter 372 (*Public Improvement District Assessment Act*) of the Texas Local Government Code.

PART 10. Severability. The provisions of this ordinance are severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of this ordinance.

PART 11. This ordinance takes effect on September 1, 2022.

PASSED AND APPROVED on this 1st day of September, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A

**City of Leander
Oak Creek Public Improvement District
Annual Service Plan Update to the Service and Assessment Plan
Dated September 1, 2022**



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

Conduct a Public Hearing 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.

- 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.

BACKGROUND:

City Council approved the Deerbrooke PID on June 15, 2017. On October 19, 2017, City Council approved the issuance of Special Revenue Assessment Bonds in the amount of \$8,650,000.00 for the Southern Improvement District (SIA) and \$2,535,000.00 for the Northern Improvement District (NIA.) At that time, the Service and Assessment Plan (SAP) was updated to apportion the debt service costs to the parcels and lots within the boundaries of the PID. State law requires that the City Council review and approve an annual update to the Service and Assessment Plan. In addition to the debt service associated with the bonds, the SAP also includes the City's administrative costs in administering the PID. It is recommended that a public hearing be held prior to consideration and approval of the SAP. The assessments will be included with the tax bills that go out in October 2022. The Northern Improvement Area (NIA) has a total of 355 lots and the Southern Improvement Area (SIA) has a total of 451 lots. All property owners within the PID have been notified of the public hearing as well as a notice was published in the Hill Country News on August 18, 2022.

On June 18, 2020, the City approved a second Developer Reimbursement Agreement separate and apart from the original 2017 Developer Reimbursement Agreement. At that time, the Service and Assessment Plan was amended to include reimbursements to the Developer for the costs of certain Northern Neighborhood Improvements (NIA).

In July 2022, the City refinanced the outstanding developer reimbursement obligations to achieve overall savings for the property owners.

RECOMMENDATION:

Conduct Public Hearing. Approve the Service and Assessment Plan.

PRESENTER:

Robert Powers, Executive Finance Director

Attachments

1. Service & Assessment Plan
2. Ordinance



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ANNUAL SERVICE AND ASSESSMENT PLAN (SAP) UPDATE (2022)

CITY OF LEANDER

DEERBROOKE PUBLIC IMPROVEMENT
DISTRICT

Report Date: September 1, 2022

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CITY OF LEANDER



ANNUAL SERVICE AND ASSESSMENT PLAN (SAP) UPDATE (2022)

DEERBROOKE PUBLIC IMPROVEMENT DISTRICT

Prepared for:

City of Leander

105 North Brushy Street

Leander, TX 78641

Attention: Robert Powers, Finance Director

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I INTRODUCTION

The Deerbrooke Public Improvement District (the “PID”) was created on June 15, 2017, by Resolution No. 17-015-00 of the City of Leander (the “City”) in accordance with the Public Improvement District Act, being Chapter 372 of the Texas Local Government Code (the “PID Act”) to finance and/or reimburse the costs of certain Authorized Improvements for the benefit of the property in the PID. A Service and Assessment Plan (the “Service and Assessment Plan” or “SAP”) was subsequently prepared at the direction of the City identifying the Authorized Improvements and their estimated costs, the manner of assessing the property in the PID for the costs of the Authorized Improvements, and the indebtedness to be incurred. Following a public hearing held on October 19, 2017, the City accepted and approved the Service and Assessment Plan and levied Northern Improvement Area Special Assessments (the “NIA Special Assessments”) and Southern Improvement Area Special Assessments (the “SIA Special Assessments”) with the adoption of Ordinance No. 17-051-00 (the “2017 Assessment Ordinance”). The \$8,650,000 Special Assessment Revenue Bonds, Series 2017 (Deerbrooke Public Improvement District Southern Improvement Area Major Improvement Project) (the “Series 2017 SIA Bonds”) were issued on November 14, 2017, pursuant to Ordinance No. 17-071-00 adopted by the City Council on October 19, 2017. The \$2,535,000 Special Assessment Revenue Bonds, Series 2017 (Deerbrooke Public Improvement District Northern Improvement Area Major Improvement Project) (the “Series 2017 NIA Bonds”) were issued on November 14, 2017, pursuant to Ordinance No. 17-072-00 also adopted by the City Council on October 19, 2017.

The City and Deerbrooke Austin Land, LLC (the “Developer”) entered into a Reimbursement Agreement dated as of August 17, 2017 (the “Reimbursement Obligation”) pursuant to which the City agreed to reimburse the Developer for the costs of certain Major Improvements benefiting the Northern Improvement Area.

The City and the Developer entered into a separate Reimbursement Agreement dated as of June 18, 2020 (the “2020 Reimbursement Obligation”) pursuant to which the City agreed to reimburse the Developer for the costs of certain Northern Neighborhood Improvements benefiting the Northern Improvement Area. Following a public hearing held on June 18, 2020, the City levied separate Future Northern Improvement Area Assessments (referred to hereinafter as the “2020 NIA Special Assessments”) for the payment of the 2020 Reimbursement Obligation with the adoption of Ordinance No. 20-012-00 (the “2020 Assessment Ordinance”).

The \$2,030,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Deerbrooke Public Improvement District Northern Improvement Area Major Improvement Project) (the “2022 Major Improvement Bonds”) were issued by the City pursuant to its ordinance authorizing the issuance of the 2022 Major Improvement Bonds adopted by the City Council on July 7, 2022 (the “Major Improvement Bond Ordinance”), and an Amended and Restated Indenture of Trust, dated as of July 1, 2022 (the “Major Improvement Indenture”), entered into by and between the City and BOKF, NA, as trustee

(the "Trustee"), amending and restating the Indenture of Trust dated November 1, 2017 (the "2017 Indenture"). The 2022 Major Improvement Bonds were issued on par with the Series 2017 NIA Bonds to refinance the outstanding Reimbursement Obligation and are secured by the NIA Special Assessments.

The \$577,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Deerbrooke Public Improvement District Northern Improvement Area Neighborhood Improvement Project) (the "Neighborhood Improvement Bonds") were issued by the City pursuant to its ordinance authorizing the issuance of the Neighborhood Improvement Bonds adopted by the City Council on July 7, 2022 (the "Neighborhood Improvement Bond Ordinance"), and an Indenture of Trust, dated as of July 1, 2022 (the "Neighborhood Improvement Indenture"), entered into by and between the City and the Trustee. The Neighborhood Improvement Bonds were issued to refinance the outstanding 2020 Reimbursement Obligation and are secured by the 2020 NIA Special Assessments. The Series 2017 SIA Bonds, the Series 2017 NIA Bonds, the 2022 Major Improvement Bonds, and the Neighborhood Improvement Bonds shall hereafter be collectively referred to as the "Bonds".

Pursuant to Sections 372.013 and 372.014 of the PID Act and the ordinance approving this Annual Service and Assessment Plan (SAP) Update (2022) to the Service and Assessment Plan (the "Annual Service Plan Update"), the Service and Assessment Plan is to be reviewed and updated annually by August of each year or as soon as thereafter practical and is to include an Assessment Plan. This Annual Service Plan Update for 2022 is comprised of the following parts:

- Annual Service Plan Update;
- Assessment Plan;
- Assessment Roll; and
- Buyer Disclosure Form.

II ANNUAL SERVICE PLAN UPDATE

Section 372.013 of the PID Act requires that the Annual Service Plan Update (i) define the annual indebtedness and the projected costs of the Authorized Improvements and (ii) cover a period of at least 5 years.

A PID Bonded Indebtedness

The sources and uses of funds for the Bonds are shown in Table II-1 below.

Table II-1: Sources and Uses of Funds

		NIA			SIA
	Total	NIA Series 2017	2022 Major Improvement Bonds	Neighborhood Improvement Bonds	SIA Series 2017
Sources of Funds					
Bond Proceeds	\$13,792,000	\$2,535,000	\$2,030,000	\$577,000	\$8,650,000
Original Issue Discount	(\$135,075)	(\$28,625)	(\$12,473)	(\$7,477)	(\$86,500)
Total Sources of Funds	\$13,656,925	\$2,506,375	\$2,017,527	\$569,523	\$8,563,500
Uses of Funds					
Bond-Funded Infrastructure					
Major	\$6,524,440	\$2,000,425	\$1,625,318	\$0	\$2,898,697
Neighborhood	\$4,517,253	\$0	\$0	\$459,475	\$4,057,778
Costs of Issuance	\$788,172	\$127,713	\$167,837	\$67,457	\$425,165
Underwriting	\$437,631	\$78,152	\$77,934	\$21,066	\$260,479
Reserve Fund	\$909,452	\$175,150	\$146,439	\$21,525	\$566,338
Capitalized Interest	\$435,229	\$106,185	\$0	\$0	\$329,044
Administrative Expenses	\$44,750	\$18,750	\$0	\$0	\$26,000
Total Uses of Funds	\$13,656,925	\$2,506,375	\$2,017,527	\$569,523	\$8,563,500

Note: May not sum due to rounding.

B 5-Year PID Cash Flow Projections

Projected debt service and assessment installments for a 5-year period are shown in Tables II-2 and II-3.

Table II-2: 5-Year Cash Flow Projections (Series 2017 NIA Bonds¹, 2022 Major Improvement Bonds, and Neighborhood Improvement Bonds)

Description	Total	2022	2023	2024	2025	2026
Revenues						
Assessment Installments	\$2,092,053	\$418,613	\$416,481	\$419,632	\$417,365	\$419,962
Capitalized Interest	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$2,092,053	\$418,613	\$416,481	\$419,632	\$417,365	\$419,962
Expenditures						
Interest	\$1,212,818	\$258,906	\$246,476	\$241,364	\$235,858	\$230,214
Principal	\$558,000	\$96,000	\$106,000	\$114,000	\$117,000	\$125,000
Additional Interest Reserve	\$118,815	\$24,810	\$24,330	\$23,800	\$23,230	\$22,645
Administrative Expenses	\$202,420	\$38,897	\$39,675	\$40,468	\$41,278	\$42,103
Total Expenditures	\$2,092,053	\$418,613	\$416,481	\$419,632	\$417,365	\$419,962

Note: May not sum due to rounding. Additionally, administrative expenses have been reset to pre-escalated levels.

Table II-3: 5-Year Cash Flow Projections (Series 2017 SIA Bonds)

Description	Total	2022	2023	2024	2025	2026
Revenues						
Assessment Installments	\$3,120,020	\$626,126	\$623,376	\$625,346	\$621,931	\$623,239
Capitalized Interest	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$3,120,020	\$626,126	\$623,376	\$625,346	\$621,931	\$623,239
Expenditures						
Interest	\$1,832,256	\$381,838	\$374,413	\$366,781	\$358,738	\$350,488
Principal	\$970,000	\$180,000	\$185,000	\$195,000	\$200,000	\$210,000
Additional Interest Reserve	\$188,675	\$39,600	\$38,700	\$37,775	\$36,800	\$35,800
Administrative Expenses	\$139,150	\$26,739	\$27,273	\$27,819	\$28,375	\$28,943
Total Expenditures	\$3,130,081	\$628,176	\$625,386	\$627,375	\$623,913	\$625,231

Note: Due to prepayment of assessments, expenditures exceed revenues in the short-term. Additionally, administrative expenses have been reset to pre-escalated levels.

¹ Based on the revised debt service schedule after the anticipated bond call on September 1, 2022.

C Description of Authorized Improvements

A description of each of the Authorized Improvements is listed below.

C.1 Major Improvements

- Deer Rim Road/Stone Branch Drive – These improvements consist of the construction of the full distance of Deer Rim Road and Stone Branch Drive up to the intersection with Sage Ranch Drive. These Major Improvements will provide road and thoroughfare access to all phases of the Project and consist of the construction of related earthwork, paving, sidewalks, retaining walls, signage, traffic control devices, manholes, storm drainage systems, water/waste water trunk mains, pipes, valves, and associated appurtenances, all of which benefit the entire Assessed Property within the PID.
- Sage Ranch Drive – These improvements consist of the construction of the full distance of Sage Ranch Drive. These Major Improvements will provide road and thoroughfare access to all phases of the Project and consist of the construction of related earthwork, paving, sidewalks, retaining walls, signage, traffic control devices, manholes, storm drainage systems, water/waste water trunk mains, pipes, valves, and associated appurtenances, all of which benefit the entire Assessed Property within the PID.
- Collector Creek Crossing Drainage Improvements – The Collector Creek Crossing is a bridge along Stone Branch Drive, which will include the construction of retaining wall, box culvert, head wall, and pedestrian handrail improvements all of which benefit the entire Assessed Property within the PID. The retaining wall, box culvert, head wall, and pedestrian handrail improvements have been constructed according to City standards, determined in the City's sole discretion.
- Lift Station – The improvements consist of the construction and installation of a lift station and the pipes, service lines, manholes, encasements, and associated appurtenances, all of which benefit the entire Assessed Property within the PID.
- Off-Site Force Main – These improvements consist of the construction and installation of a force main and the pipes, service lines, manholes, encasements, and associated appurtenances, all of which benefit the entire Assessed Property within the PID.

C.2 Southern Neighborhood Improvements

- Water Quality Ponds – These improvements consist of the construction of detention ponds with associated appurtenances to appropriately control and convey storm water, all of which benefit the entire Assessed Property within the SIA.

- Enhanced Landscaping – These improvements consist of the installation of landscaping along Halsey Way, at both entrances to Deerbrooke, at the trailhead park, on trails and in other open spaces and common areas in the SIA. The entryway monuments and associated signage will be constructed and installed in a manner consistent with those typically associated with master planned communities. The entryway monuments and signage are of high quality and low profile displaying neighborhood name and indicating directional information to the Project. These improvements will be constructed according to City standards, determined in the City's sole discretion.

C.3 Northern Neighborhood Improvements

- Water Quality Ponds – These improvements consist of the construction of detention ponds with associated appurtenances to appropriately control and convey storm water all of which benefit the entire Assessed Property within the NIA.
- Stone Branch Drive – These improvements consist of the construction of Stone Branch Drive north of the intersection with Sage Ranch Drive. These improvements will provide road access to the NIA and consist of related earthwork, paving, sidewalks, retaining walls, signage, traffic control devices, manholes, storm drainage systems, water/waste water trunk mains, pipes, valves, and associated appurtenances, all of which benefit the entire Assessed Property within the NIA.
- Enhanced Landscaping – These improvements consist of the installation of landscaping along Sage Ranch Road north of the creek and in other open spaces and common areas in the NIA. The entryway monuments and associated signage have been constructed and installed in a manner consistent with those typically associated with master planned communities. The entryway monuments and signage are of high quality and low profile displaying neighborhood name and indicating directional information to the Project. These improvements have been constructed according to City standards, determined in the City's sole discretion.

D Estimated Cost of Authorized Improvements

The Bonds will fund all or a portion of the costs of the Authorized Improvements. The estimated costs of the Authorized Improvements are shown in **Tables II-4 and II-5**. The information within the following tables was provided by the Developer.

Table II-4: SIA Progress and Milestone Forecast Table

Construction Budget and Completed/Reimbursed to Date							
Description	Total Budget	Actual Complete as of 6/29/2022	% Actual Complete	Reimbursed as of 6/29/2022	% Reimbursed	Unreimbursed Amount	% Unreimbursed
Major Improvements							
Deer Rim Road/ Stone Branch Drive	\$1,155,881	\$1,155,881	100.00%	\$1,155,881	100.00%	\$0	0.00%
Sage Ranch Drive	\$495,074	\$495,074	100.00%	\$495,074	100.00%	\$0	0.00%
Collector Creek Crossing	\$555,457	\$555,457	100.00%	\$555,457	100.00%	\$0	0.00%
Lift Station	\$240,483	\$240,483	100.00%	\$240,483	100.00%	\$0	0.00%
Off-Site Force Main	\$451,801	\$451,801	100.00%	\$451,801	100.00%	\$0	0.00%
Southern Neighborhood Improvements							
Water Quality Ponds	\$3,307,778	\$3,307,778	100.00%	\$3,307,778	100.00%	\$0	0.00%
Enhanced Landscaping	\$750,000	\$750,000	100.00%	\$750,000	100.00%	\$0	0.00%
Total	\$6,956,474	\$6,956,474	100.00%	\$6,956,474	100.00%	\$0	0.00%

Note: May not sum due to rounding

Table II-5: NIA Progress and Milestone Forecast Table

Construction Budget and Completed/Reimbursed to Date							
Description	Total Budget	Actual Complete as of 8/5/2022	% Actual Complete	Reimbursed as of 8/5/2022	% Reimbursed	Unreimbursed Amount	% Unreimbursed
Major Improvements							
Deer Rim Road/ Stone Branch Drive	\$789,052	\$789,052	100.00%	\$789,052	100.00%	\$0	0.00%
Sage Ranch Drive	\$2,180,295	\$2,180,295	100.00%	\$2,180,295	100.00%	\$0	0.00%
Collector Creek Crossing	\$379,178	\$379,178	100.00%	\$379,178	100.00%	\$0	0.00%
Lift Station	\$164,164	\$164,164	100.00%	\$164,164	100.00%	\$0	0.00%
Off-Site Force Main	\$308,418	\$308,418	100.00%	\$308,418	100.00%	\$0	0.00%
Northern Neighborhood Improvements							
Water Quality Ponds	\$822,578	\$822,578	100.00%	\$822,578	100.00%	\$0	0.00%
Stone Branch Drive	\$331,309	\$331,309	100.00%	\$331,309	100.00%	\$0	0.00%
Enhanced Landscaping	\$80,000	\$80,000	100.00%	\$80,000	100.00%	\$0	0.00%
Total	\$5,054,994	\$5,054,994	100.00%	\$5,054,994	100.00%	\$0	0.00%

Note: May not sum due to rounding.

E Prepayments

Debt service on the Bonds reflects the redemption of bonds from Assessment prepayments and/or from funds transferred to the Redemption Fund. Early redemption of bonds results in interest savings over the life of the PID.

Table II-6: Principal Redeemed from Prepayments

Redemption Date	Bonds Redeemed
Series 2017 SIA Bonds	
July 20, 2021	\$50,000
September 1, 2022 ²	\$40,000
Total Amount Redeemed	\$90,000
Series 2017 NIA Bonds	
September 1, 2022 ²	\$10,000
Total Amount Redeemed	\$10,000

² Anticipated bond call date.

III HOME COMPLETION DATA

Until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Special Assessments levied within the district, the below table shall reflect the number of new units completed within the District within the current fiscal year, as well as aggregate number of new units. The Southern Improvement Area has passed the 95% building permit threshold, however the Northern Improvement Area has not.

Table III-1: Northern Improvement Area Development Status as of June 30, 2022

Fiscal Year	Units Completed During Prior Fiscal Year	Cumulative Units Completed to Date
2016-17	0	0
2017-18	0	0
2018-19	0	0
2019-20	0	0
2020-21	95	95
2021-22	64	159

IV ASSESSMENT PLAN

Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. More specifically, the PID Act provides that the costs of the improvements may be assessed (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefitted.

A Method of Assessment

The Service and Assessment Plan provides that the cost of the Authorized Improvements be assessed to residential property in proportion to estimated average build-out value (i.e., estimated completed home values). Residential build-out values for the NIA are estimated for the following three (3) lot types:

- 40' wide lots;
- 50' wide lots; and
- 60' wide lots.

Residential build-out values for the SIA are estimated for the following five (5) lot types:

- 40' wide lots;
- 50' wide lots;
- 60' wide lots;
- 70' wide lots; and
- 80' wide lots.

The special assessments by lot type are shown in **Tables IV-1** and **IV-2** on the following page.

Table IV-1: NIA Special Assessments and 2020 NIA Special Assessments

Lot Type	Lots	Estimated Build-Out Total	Percent of Total	Total Assessment	Assessment Per Lot
40' Lots	47	\$13,150,990	11.31%	\$607,162	\$12,918.33
50' Lots	266 ³	\$94,008,979	80.87%	\$4,340,253	\$16,316.74
60' Lots	22	\$9,092,602	7.82%	\$419,792	\$19,081.45
Total	335	\$116,252,571	100.00%	\$5,367,206	N/A

Note: May not sum due to rounding.

Table IV-2: SIA Special Assessments

Phase	Lot Type	Lots	Estimated Build-Out Total	Percent of Total	Total Assessment	Assessment Per Lot
1	40'	21	\$5,875,974	3.43%	\$296,964	\$14,128.31
1	50'	79	\$27,919,960	16.30%	\$1,409,758	\$17,845.04
1	60'	50	\$20,665,005	12.06%	\$1,043,434	\$20,868.70
1	70'	12	\$5,292,000	3.09%	\$267,208	\$22,267.34
1	80'	16	\$8,064,000	4.71%	\$407,174	\$25,448.39
2 and 3	50'	161	\$56,900,171	33.21%	\$2,873,051	\$17,845.04
2 and 3	60'	101	\$41,743,309	24.37%	\$2,107,738	\$20,868.70
2 and 3	70'	11	\$4,851,000	2.83%	\$244,940	\$22,267.34
Total		451	\$171,311,419	100%	\$8,650,000	N/A

Note: May not sum due to rounding. Reflects a change of six 50' Lots into five 60' Lots; the allocated assessment per parcel has been adjusted accordingly.

³ Reflects the loss of one lot.

B Annual Assessment Installments

The SIA Special Assessments, the NIA Special Assessments, and the 2020 NIA Special Assessments will be levied on each Parcel or Lot according to the NIA Assessment Roll and SIA Assessment Roll, as applicable, subject to any revisions made pursuant to an Annual Service Plan Update and/or amended and restated SAP. The Annual Installments for the SIA Special Assessments levied for the Series 2017 SIA Bonds, the NIA Special Assessments levied for the Series 2017 NIA Bonds and the 2022 Major Improvement Bonds, and the 2020 NIA Special Assessments levied for the Neighborhood Improvement Bonds will be due no later than January 31 of each year beginning in 2023, in the amounts shown on the respective 2022 Assessment Roll, subject to any revisions made pursuant to an Annual Service Plan Update.

The Special Assessments may be paid in full or in part at any time. If not paid in full, the Special Assessments are payable in annual installments of principal and interest (the "Annual Installments") along with administrative expenses ("Administrative Expenses"). In regard to the Special Assessments securing the Bonds, pursuant to the Service and Assessment Plan and in accordance with Section 372.018 of the PID Act, the SIA Special Assessments, the NIA Special Assessments, and the 2020 NIA Special Assessments bear interest at the rate of interest⁴ on the Series 2017 SIA Bonds, the Series 2017 NIA Bonds and the 2022 Major Improvement Bonds, and the Neighborhood Improvement Bonds, respectively, plus an additional interest rate which will not exceed 0.50%. The interest in excess of the interest on the Bonds (the "Additional Interest Reserve") will be used to fund prepayment and delinquency reserves relating to each respective bond series. Administrative Expenses will be allocated to each tax parcel in proportion to its Special Assessment balance. Annual Installments for each parcel set forth in the Assessment Roll shall be due on October 1st of the year in which the particular annual installment amount is listed and shall be delinquent if not paid by January 31st of the following year.

Pursuant to Section 372.018(e) of the PID Act, a Special Assessment lien may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the governing body of the City. Foreclosure of accrued installments does not eliminate the outstanding principal balance of the Special Assessment. Any purchaser of the property in foreclosure takes the property subject to the Assessment lien and any associated obligations. Furthermore, in accordance with Section 372.018(f) delinquent installments of the Assessment shall incur interest, penalties, and attorney's fees in the same manner as delinquent ad valorem taxes. The owner of assessed property may pay at any time all or any part of the Special Assessment, with interest that has accrued on the Special Assessment, on any lot or parcel in the PID.

⁴ The rate of interest for the NIA Special Assessments represents the weighted average rates of interest on the Series 2017 NIA Bonds and the 2022 Major Improvement Bonds.

C Amended Assessment Roll

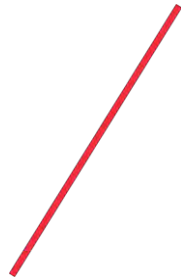
The Assessment Roll is to be updated each year to reflect (i) the Special Assessments and Annual Installments for each tax parcel in the PID and (ii) prepayments of the Special Assessments, if any. The Special Assessments in the Assessment Roll reflect the number and type of lots projected for each tax parcel as shown in the Service and Assessment Plan. The 2022 Assessment Rolls are attached as Appendices A and B.

APPENDIX A

City of Leander

Annual Service and Assessment Plan (SAP) Update (2022)

Deerbrooke Public Improvement District



NIA ASSESSMENT ROLL

40' Lot Type

Table A-1: Assessment Roll of 40' Lot Type

Parcel ID	Unit Count
R592577	30
R614272	17

Deerbrooke PID
Revised Annual Installments in Northern Improvement Area

Lot Type: 40
Unit Count: 1

		NIA Series 2017					2022 Major Improvement Bonds				Neighborhood Improvement Bonds				Administrative Expenses	Annual Installments	Assessment Balance [3]
Tax Year [1]	Bond Year	Gross Debt Service			Capitalized Interest	Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve			
		Total	Interest	Principal [2]			Total	Interest	Principal		Total	Interest	Principal				
2022	2023	\$418.67	\$298.32	\$120.35	\$0.00	\$28.34	\$339.28	\$252.63	\$86.65	\$24.43	\$96.28	\$72.21	\$24.07	\$6.94	\$93.62	\$1,007.56	\$11,712.06
2023	2024	\$412.50	\$292.15	\$120.35	\$0.00	\$27.74	\$340.08	\$234.18	\$105.90	\$24.00	\$95.79	\$66.91	\$28.88	\$6.82	\$95.49	\$1,002.42	\$11,456.93
2024	2025	\$418.37	\$285.99	\$132.38	\$0.00	\$27.14	\$340.14	\$229.42	\$110.72	\$23.47	\$96.83	\$65.54	\$31.29	\$6.68	\$97.40	\$1,010.03	\$11,182.54
2025	2026	\$411.58	\$279.20	\$132.38	\$0.00	\$26.48	\$339.96	\$224.43	\$115.53	\$22.91	\$97.75	\$64.05	\$33.70	\$6.52	\$99.35	\$1,004.55	\$10,900.93
2026	2027	\$416.84	\$272.42	\$144.42	\$0.00	\$25.81	\$341.98	\$219.23	\$122.75	\$22.34	\$96.15	\$62.45	\$33.70	\$6.35	\$101.34	\$1,010.81	\$10,600.06
2027	2028	\$409.44	\$265.02	\$144.42	\$0.00	\$25.09	\$341.28	\$213.71	\$127.57	\$21.72	\$96.95	\$60.85	\$36.10	\$6.19	\$103.36	\$1,004.03	\$10,291.97
2028	2029	\$414.06	\$257.61	\$156.45	\$0.00	\$24.37	\$342.76	\$207.97	\$134.79	\$21.08	\$97.65	\$59.14	\$38.51	\$6.01	\$105.43	\$1,011.36	\$9,962.22
2029	2030	\$418.08	\$249.60	\$168.48	\$0.00	\$23.59	\$341.50	\$201.90	\$139.60	\$20.41	\$98.23	\$57.31	\$40.92	\$5.81	\$107.54	\$1,015.16	\$9,613.22
2030	2031	\$409.44	\$240.96	\$168.48	\$0.00	\$22.75	\$342.44	\$195.62	\$146.82	\$19.71	\$98.69	\$55.37	\$43.32	\$5.61	\$109.69	\$1,008.33	\$9,254.60
2031	2032	\$412.85	\$232.33	\$180.52	\$0.00	\$21.90	\$343.06	\$189.02	\$154.04	\$18.98	\$96.63	\$53.31	\$43.32	\$5.39	\$111.89	\$1,010.70	\$8,876.72
2032	2033	\$415.63	\$223.08	\$192.55	\$0.00	\$21.00	\$345.75	\$182.08	\$163.67	\$18.21	\$96.98	\$51.25	\$45.73	\$5.18	\$114.12	\$1,016.87	\$8,474.77
2033	2034	\$417.80	\$213.21	\$204.59	\$0.00	\$20.04	\$344.79	\$173.90	\$170.89	\$17.39	\$97.22	\$49.08	\$48.14	\$4.95	\$116.41	\$1,018.60	\$8,051.15
2034	2035	\$419.34	\$202.72	\$216.62	\$0.00	\$19.01	\$345.88	\$165.36	\$180.52	\$16.54	\$97.34	\$46.79	\$50.55	\$4.71	\$118.73	\$1,021.55	\$7,603.46
2035	2036	\$420.28	\$191.62	\$228.66	\$0.00	\$17.93	\$346.48	\$156.33	\$190.15	\$15.63	\$99.75	\$44.39	\$55.36	\$4.45	\$121.11	\$1,025.63	\$7,129.29
2036	2037	\$408.56	\$179.90	\$228.66	\$0.00	\$16.79	\$349.00	\$146.82	\$202.18	\$14.68	\$99.53	\$41.76	\$57.77	\$4.18	\$123.53	\$1,016.27	\$6,640.68
2037	2038	\$408.87	\$168.18	\$240.69	\$0.00	\$15.64	\$348.52	\$136.71	\$211.81	\$13.67	\$99.04	\$38.87	\$60.17	\$3.89	\$126.00	\$1,015.63	\$6,128.01
2038	2039	\$420.01	\$155.25	\$264.76	\$0.00	\$14.44	\$349.96	\$126.12	\$223.84	\$12.61	\$98.44	\$35.86	\$62.58	\$3.59	\$128.52	\$1,027.57	\$5,576.83
2039	2040	\$417.82	\$141.02	\$276.80	\$0.00	\$13.12	\$350.81	\$114.93	\$235.88	\$11.49	\$100.12	\$32.73	\$67.39	\$3.27	\$131.09	\$1,027.72	\$4,996.76
2040	2041	\$414.97	\$126.14	\$288.83	\$0.00	\$11.73	\$353.46	\$103.14	\$250.32	\$10.31	\$99.16	\$29.36	\$69.80	\$2.94	\$133.71	\$1,026.28	\$4,387.81
2041	2042	\$411.48	\$110.61	\$300.87	\$0.00	\$10.29	\$352.97	\$90.62	\$262.35	\$9.06	\$100.48	\$25.87	\$74.61	\$2.59	\$136.39	\$1,023.26	\$3,749.98
2042	2043	\$419.37	\$94.44	\$324.93	\$0.00	\$8.79	\$354.30	\$77.50	\$276.80	\$7.75	\$101.57	\$22.14	\$79.43	\$2.21	\$139.12	\$1,033.11	\$3,068.82
2043	2044	\$413.95	\$76.98	\$336.97	\$0.00	\$7.16	\$357.30	\$63.66	\$293.64	\$6.37	\$102.41	\$18.17	\$84.24	\$1.82	\$141.90	\$1,030.91	\$2,353.97
2044	2045	\$407.86	\$58.86	\$349.00	\$0.00	\$5.48	\$357.07	\$48.98	\$308.09	\$4.90	\$103.02	\$13.96	\$89.06	\$1.40	\$144.74	\$1,024.47	\$1,607.81
2045	2046	\$413.18	\$40.11	\$373.07	\$0.00	\$3.73	\$360.92	\$33.58	\$327.34	\$3.36	\$100.97	\$9.51	\$91.46	\$0.95	\$147.63	\$1,030.74	\$815.94
2046	2047	\$393.12	\$20.05	\$373.07	\$0.00	\$1.87	\$361.40	\$17.21	\$344.19	\$1.72	\$103.61	\$4.93	\$98.68	\$0.49	\$150.58	\$1,012.79	\$0.00
		\$10,344.07	\$4,675.77	\$5,668.30	\$0.00	\$440.23	\$8,691.09	\$3,805.05	\$4,886.04	\$382.74	\$2,470.59	\$1,081.81	\$1,388.78	\$108.94	\$2,998.69	\$25,436.35	

[1] Tax Year 2022 corresponds to Bond Year 2023. Assessments are due January 31 of Bond Year.

[2] Assumes the use of reserve funds in order to complete an anticipated bond call. Assumes tax bill for the Tax Year is already paid.

[3] Assumes tax bill for the Tax Year is already paid.

50' Lot Type

Table A-2: Assessment Roll of 50' Lot Type

Parcel ID						
R592435	R592475	R592515	R592555	R614224	R618854	R618909
R592436	R592476	R592516	R592556	R614225	R618855	R618910
R592437	R592477	R592517	R592557	R614226	R618857	R618911
R592438	R592479	R592518	R592558	R614227	R618858	R618912
R592439	R592480	R592520	R592560	R614228	R618859	R618913
R592440	R592481	R592521	R592561	R614229	R618860	R618914
R592441	R592482	R592522	R592562	R614230	R618861	R618915
R592443	R592483	R592523	R592563	R614233	R618862	R618916
R592444	R592484	R592524	R592564	R614234	R618863	R618917
R592445	R592485	R592525	R592565	R614235	R618864	R618918
R592446	R592486	R592526	R592566	R614236	R618865	R618919
R592447	R592487	R592527	R592567	R614237	R618866	R618920
R592448	R592488	R592528	R592568	R614238	R618883	R618921
R592449	R592489	R592529	R592569	R614239	R618884	R618922
R592450	R592491	R592530	R592570	R614240	R618885	R618923
R592451	R592492	R592531	R592571	R614241	R618886	R618924
R592452	R592493	R592532	R592572	R614242	R618887	R618925
R592453	R592494	R592533	R592573	R614243	R618888	R618926
R592454	R592495	R592534	R592574	R614244	R618889	R618927
R592455	R592496	R592535	R592575	R614245	R618890	R618928
R592456	R592497	R592536	R592576	R614246	R618891	R618929
R592457	R592498	R592537	R592578	R614247	R618892	R618930
R592458	R592499	R592538	R592579	R614248	R618893	R618931
R592459	R592500	R592539	R592580	R614249	R618894	R618932
R592460	R592501	R592540	R592581	R614250	R618895	R618933
R592461	R592502	R592541	R592582	R614251	R618896	R618934
R592463	R592503	R592542	R592583	R614252	R618897	R618935
R592464	R592504	R592543	R592584	R614253	R618898	R618936
R592465	R592505	R592544	R592585	R614254	R618899	R618937
R592466	R592506	R592545	R592586	R614255	R618900	R618938
R592467	R592507	R592546	R592587	R614256	R618901	R618939
R592468	R592508	R592547	R592588	R614264	R618902	R618940
R592469	R592509	R592548	R614218	R614265	R618903	R618941
R592470	R592510	R592549	R614219	R614266	R618904	R618942
R592471	R592511	R592550	R614220	R614267	R618905	R618943
R592472	R592512	R592551	R614221	R618851	R618906	R618944
R592473	R592513	R592553	R614222	R618852	R618907	R618945
R592474	R592514	R592554	R614223	R618853	R618908	R618946

Deerbrooke PID
Revised Annual Installments in Northern Improvement Area

Lot Type: 50
Unit Count: 1

		NIA Series 2017					2022 Major Improvement Bonds				Neighborhood Improvement Bonds				Administrative Expenses	Annual Installments	Assessment Balance [3]
Tax Year [1]	Bond Year	Gross Debt Service			Capitalized Interest	Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve			
		Total	Interest	Principal [2]			Total	Interest	Principal		Total	Interest	Principal				
2022	2023	\$528.80	\$376.80	\$152.00	\$0.00	\$35.80	\$428.53	\$319.09	\$109.44	\$30.86	\$121.61	\$91.21	\$30.40	\$8.77	\$118.25	\$1,272.62	\$14,793.02
2023	2024	\$521.01	\$369.01	\$152.00	\$0.00	\$35.04	\$429.54	\$295.78	\$133.76	\$30.31	\$120.99	\$84.51	\$36.48	\$8.62	\$120.61	\$1,266.12	\$14,470.78
2024	2025	\$528.42	\$361.22	\$167.20	\$0.00	\$34.28	\$429.60	\$289.76	\$139.84	\$29.64	\$122.30	\$82.78	\$39.52	\$8.44	\$123.03	\$1,275.71	\$14,124.22
2025	2026	\$519.85	\$352.65	\$167.20	\$0.00	\$33.44	\$429.39	\$283.47	\$145.92	\$28.94	\$123.46	\$80.90	\$42.56	\$8.24	\$125.49	\$1,268.81	\$13,768.54
2026	2027	\$526.48	\$344.08	\$182.40	\$0.00	\$32.60	\$431.95	\$276.91	\$155.04	\$28.21	\$121.44	\$78.88	\$42.56	\$8.03	\$128.00	\$1,276.71	\$13,388.54
2027	2028	\$517.13	\$334.73	\$182.40	\$0.00	\$31.69	\$431.05	\$269.93	\$161.12	\$27.44	\$122.46	\$76.86	\$45.60	\$7.81	\$130.56	\$1,268.14	\$12,999.42
2028	2029	\$522.98	\$325.38	\$197.60	\$0.00	\$30.78	\$432.92	\$262.68	\$170.24	\$26.63	\$123.33	\$74.69	\$48.64	\$7.59	\$133.17	\$1,277.40	\$12,582.94
2029	2030	\$528.07	\$315.26	\$212.81	\$0.00	\$29.79	\$431.34	\$255.02	\$176.32	\$25.78	\$124.06	\$72.38	\$51.68	\$7.34	\$135.83	\$1,282.21	\$12,142.13
2030	2031	\$517.16	\$304.35	\$212.81	\$0.00	\$28.73	\$432.52	\$247.08	\$185.44	\$24.90	\$124.65	\$69.93	\$54.72	\$7.08	\$138.55	\$1,273.59	\$11,689.16
2031	2032	\$521.45	\$293.44	\$228.01	\$0.00	\$27.66	\$433.30	\$238.74	\$194.56	\$23.97	\$122.05	\$67.33	\$54.72	\$6.81	\$141.32	\$1,276.56	\$11,211.87
2032	2033	\$524.97	\$281.76	\$243.21	\$0.00	\$26.52	\$436.71	\$229.98	\$206.73	\$23.00	\$122.49	\$64.73	\$57.76	\$6.54	\$144.15	\$1,284.38	\$10,704.17
2033	2034	\$527.70	\$269.29	\$258.41	\$0.00	\$25.31	\$435.50	\$219.65	\$215.85	\$21.96	\$122.79	\$61.99	\$60.80	\$6.25	\$147.03	\$1,286.54	\$10,169.11
2034	2035	\$529.66	\$256.05	\$273.61	\$0.00	\$24.02	\$436.86	\$208.85	\$228.01	\$20.89	\$122.94	\$59.10	\$63.84	\$5.94	\$149.97	\$1,290.28	\$9,603.65
2035	2036	\$530.84	\$242.03	\$288.81	\$0.00	\$22.65	\$437.62	\$197.45	\$240.17	\$19.75	\$125.99	\$56.07	\$69.92	\$5.62	\$152.97	\$1,295.44	\$9,004.75
2036	2037	\$516.04	\$227.23	\$288.81	\$0.00	\$21.20	\$440.81	\$185.44	\$255.37	\$18.54	\$125.71	\$52.75	\$72.96	\$5.27	\$156.03	\$1,283.60	\$8,387.61
2037	2038	\$516.44	\$212.43	\$304.01	\$0.00	\$19.76	\$440.21	\$172.68	\$267.53	\$17.27	\$125.10	\$49.10	\$76.00	\$4.91	\$159.15	\$1,282.84	\$7,740.07
2038	2039	\$530.49	\$196.08	\$334.41	\$0.00	\$18.24	\$442.03	\$159.30	\$282.73	\$15.93	\$124.34	\$45.30	\$79.04	\$4.53	\$162.33	\$1,297.89	\$7,043.89
2039	2040	\$527.72	\$178.11	\$349.61	\$0.00	\$16.57	\$443.09	\$145.16	\$297.93	\$14.52	\$126.47	\$41.35	\$85.12	\$4.13	\$165.58	\$1,298.08	\$6,311.23
2040	2041	\$524.13	\$159.32	\$364.81	\$0.00	\$14.82	\$446.44	\$130.27	\$316.17	\$13.03	\$125.25	\$37.09	\$88.16	\$3.71	\$168.89	\$1,296.27	\$5,542.09
2041	2042	\$519.72	\$139.71	\$380.01	\$0.00	\$13.00	\$445.83	\$114.46	\$331.37	\$11.45	\$126.92	\$32.68	\$94.24	\$3.27	\$172.27	\$1,292.46	\$4,736.47
2042	2043	\$529.69	\$119.28	\$410.41	\$0.00	\$11.10	\$447.50	\$97.89	\$349.61	\$9.79	\$128.29	\$27.97	\$100.32	\$2.80	\$175.71	\$1,304.88	\$3,876.13
2043	2044	\$522.84	\$97.23	\$425.61	\$0.00	\$9.04	\$451.30	\$80.41	\$370.89	\$8.04	\$129.35	\$22.95	\$106.40	\$2.30	\$179.23	\$1,302.10	\$2,973.22
2044	2045	\$515.16	\$74.35	\$440.81	\$0.00	\$6.92	\$451.00	\$61.87	\$389.13	\$6.19	\$130.11	\$17.63	\$112.48	\$1.76	\$182.81	\$1,293.95	\$2,030.79
2045	2046	\$521.87	\$50.66	\$471.21	\$0.00	\$4.71	\$455.86	\$42.41	\$413.45	\$4.24	\$127.53	\$12.01	\$115.52	\$1.20	\$186.47	\$1,301.88	\$1,030.60
2046	2047	\$496.54	\$25.33	\$471.21	\$0.00	\$2.36	\$456.47	\$21.74	\$434.73	\$2.17	\$130.87	\$6.23	\$124.64	\$0.62	\$190.20	\$1,279.23	\$0.00
		\$13,065.16	\$5,905.78	\$7,159.38	\$0.00	\$556.03	\$10,977.37	\$4,806.02	\$6,171.35	\$483.45	\$3,120.50	\$1,366.42	\$1,754.08	\$137.58	\$3,787.60	\$32,127.69	

[1] Tax Year 2022 corresponds to Bond Year 2023. Assessments are due January 31 of Bond Year.

[2] Assumes the use of reserve funds in order to complete an anticipated bond call. Assumes tax bill for the Tax Year is already paid.

[3] Assumes tax bill for the Tax Year is already paid.

60' Lot Type

Table A-3: Assessment Roll of 60' Lot Type

Parcel ID	
R614257	R618872
R614258	R618873
R614259	R618874
R614260	R618875
R614261	R618876
R614262	R618877
R614263	R618878
R614270	R618879
R618869	R618880
R618870	R618881
R618871	R618882

Deerbrooke PID
Revised Annual Installments in Northern Improvement Area

Lot Type: 60
Unit Count: 1

		NIA Series 2017					2022 Major Improvement Bonds				Neighborhood Improvement Bonds				Administrative Expenses	Annual Installments	Assessment Balance [3]
Tax Year [1]	Bond Year	Gross Debt Service			Capitalized Interest	Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve			
		Total	Interest	Principal [2]			Total	Interest	Principal		Total	Interest	Principal				
2022	2023	\$618.40	\$440.64	\$177.76	\$0.00	\$41.86	\$501.14	\$373.15	\$127.99	\$36.09	\$142.22	\$106.67	\$35.55	\$10.26	\$138.29	\$1,488.26	\$17,299.62
2023	2024	\$609.29	\$431.53	\$177.76	\$0.00	\$40.97	\$502.33	\$345.90	\$156.43	\$35.45	\$141.49	\$98.83	\$42.66	\$10.08	\$141.05	\$1,480.66	\$16,922.77
2024	2025	\$617.96	\$422.42	\$195.54	\$0.00	\$40.08	\$502.40	\$338.86	\$163.54	\$34.66	\$143.03	\$96.81	\$46.22	\$9.87	\$143.87	\$1,491.87	\$16,517.47
2025	2026	\$607.94	\$412.40	\$195.54	\$0.00	\$39.11	\$502.16	\$331.51	\$170.65	\$33.85	\$144.38	\$94.61	\$49.77	\$9.63	\$146.75	\$1,483.82	\$16,101.51
2026	2027	\$615.69	\$402.38	\$213.31	\$0.00	\$38.13	\$505.15	\$323.83	\$181.32	\$32.99	\$142.02	\$92.25	\$49.77	\$9.39	\$149.68	\$1,493.05	\$15,657.11
2027	2028	\$604.76	\$391.45	\$213.31	\$0.00	\$37.06	\$504.10	\$315.67	\$188.43	\$32.09	\$143.21	\$89.88	\$53.33	\$9.14	\$152.68	\$1,483.04	\$15,202.04
2028	2029	\$611.61	\$380.52	\$231.09	\$0.00	\$36.00	\$506.28	\$307.19	\$199.09	\$31.14	\$144.23	\$87.35	\$56.88	\$8.87	\$155.73	\$1,493.86	\$14,714.98
2029	2030	\$617.53	\$368.67	\$248.86	\$0.00	\$34.84	\$504.43	\$298.23	\$206.20	\$30.15	\$145.09	\$84.65	\$60.44	\$8.59	\$158.85	\$1,499.48	\$14,199.48
2030	2031	\$604.78	\$355.92	\$248.86	\$0.00	\$33.60	\$505.82	\$288.95	\$216.87	\$29.12	\$145.77	\$81.78	\$63.99	\$8.28	\$162.02	\$1,489.39	\$13,669.76
2031	2032	\$609.81	\$343.17	\$266.64	\$0.00	\$32.35	\$506.72	\$279.19	\$227.53	\$28.03	\$142.73	\$78.74	\$63.99	\$7.96	\$165.26	\$1,492.86	\$13,111.60
2032	2033	\$613.92	\$329.50	\$284.42	\$0.00	\$31.02	\$510.70	\$268.95	\$241.75	\$26.90	\$143.25	\$75.70	\$67.55	\$7.64	\$168.57	\$1,502.00	\$12,517.88
2033	2034	\$617.11	\$314.92	\$302.19	\$0.00	\$29.60	\$509.28	\$256.86	\$252.42	\$25.69	\$143.59	\$72.49	\$71.10	\$7.31	\$171.94	\$1,504.52	\$11,892.17
2034	2035	\$619.41	\$299.44	\$319.97	\$0.00	\$28.09	\$510.88	\$244.24	\$266.64	\$24.42	\$143.77	\$69.11	\$74.66	\$6.95	\$175.38	\$1,508.90	\$11,230.90
2035	2036	\$620.78	\$283.04	\$337.74	\$0.00	\$26.49	\$511.77	\$230.91	\$280.86	\$23.09	\$147.34	\$65.57	\$81.77	\$6.58	\$178.89	\$1,514.94	\$10,530.53
2036	2037	\$603.47	\$265.73	\$337.74	\$0.00	\$24.80	\$515.51	\$216.87	\$298.64	\$21.69	\$147.00	\$61.68	\$85.32	\$6.17	\$182.46	\$1,501.10	\$9,808.83
2037	2038	\$603.94	\$248.42	\$355.52	\$0.00	\$23.11	\$514.80	\$201.94	\$312.86	\$20.19	\$146.30	\$57.42	\$88.88	\$5.74	\$186.11	\$1,500.19	\$9,051.57
2038	2039	\$620.38	\$229.31	\$391.07	\$0.00	\$21.33	\$516.92	\$186.29	\$330.63	\$18.63	\$145.41	\$52.97	\$92.44	\$5.30	\$189.84	\$1,517.81	\$8,237.43
2039	2040	\$617.14	\$208.29	\$408.85	\$0.00	\$19.38	\$518.17	\$169.76	\$348.41	\$16.98	\$147.90	\$48.35	\$99.55	\$4.84	\$193.63	\$1,518.04	\$7,380.62
2040	2041	\$612.93	\$186.31	\$426.62	\$0.00	\$17.33	\$522.08	\$152.34	\$369.74	\$15.23	\$146.47	\$43.37	\$103.10	\$4.34	\$197.51	\$1,515.89	\$6,481.16
2041	2042	\$607.78	\$163.38	\$444.40	\$0.00	\$15.20	\$521.37	\$133.85	\$387.52	\$13.39	\$148.43	\$38.22	\$110.21	\$3.82	\$201.46	\$1,511.45	\$5,539.03
2042	2043	\$619.45	\$139.50	\$479.95	\$0.00	\$12.98	\$523.33	\$114.48	\$408.85	\$11.45	\$150.03	\$32.71	\$117.32	\$3.27	\$205.48	\$1,525.99	\$4,532.91
2043	2044	\$611.43	\$113.70	\$497.73	\$0.00	\$10.58	\$527.78	\$94.04	\$433.74	\$9.40	\$151.27	\$26.84	\$124.43	\$2.68	\$209.59	\$1,522.73	\$3,477.00
2044	2045	\$602.45	\$86.95	\$515.50	\$0.00	\$8.09	\$527.42	\$72.35	\$455.07	\$7.23	\$152.16	\$20.62	\$131.54	\$2.06	\$213.79	\$1,513.20	\$2,374.88
2045	2046	\$610.30	\$59.24	\$551.06	\$0.00	\$5.51	\$533.11	\$49.60	\$483.51	\$4.96	\$149.14	\$14.04	\$135.10	\$1.40	\$218.06	\$1,522.48	\$1,205.21
2046	2047	\$580.68	\$29.62	\$551.06	\$0.00	\$2.76	\$533.81	\$25.42	\$508.39	\$2.54	\$153.05	\$7.29	\$145.76	\$0.73	\$222.42	\$1,495.99	\$0.00
		\$15,278.94	\$6,906.45	\$8,372.49	\$0.00	\$650.27	\$12,837.46	\$5,620.38	\$7,217.08	\$565.36	\$3,649.28	\$1,597.95	\$2,051.33	\$160.90	\$4,429.31	\$37,571.52	

[1] Tax Year 2022 corresponds to Bond Year 2023. Assessments are due January 31 of Bond Year.

[2] Assumes the use of reserve funds in order to complete an anticipated bond call. Assumes tax bill for the Tax Year is already paid.

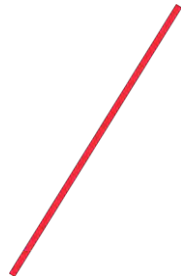
[3] Assumes tax bill for the Tax Year is already paid.

APPENDIX B

City of Leander

Annual Service and Assessment Plan (SAP) Update (2022)

Deerbrooke Public Improvement District



SIA ASSESSMENT ROLL

40' Lot Type

Table B-1: Assessment Roll of 40' Lot Type

Parcel ID	
R556752	R612803
R556753	R612804
R556754	R612805
R556755	R612806
R612796	R612807
R612797	R612808
R612798	R612809
R612799	R612810
R612800	R612811
R612801	R612812
R612802	

50' Lot Type

Table B-2: Assessment Roll of 50' Lot Type

Parcel ID						
R556644	R556704	R556746	R591684	R591722	R592129	R614187
R556645	R556705	R556747	R591685	R591723	R592130	R614188
R556646	R556706	R556748	R591686	R591724	R592131	R614189
R556647	R556707	R556749	R591687	R591725	R592132	R614190
R556648	R556709	R556794	R591688	R591726	R592133	R614191
R556649	R556710	R556795	R591689	R591727	R592134	R614192
R556650	R556711	R556796	R591690	R591914	R592135	R614193
R556651	R556712	R556797	R591691	R591915	R592136	R614194
R556652	R556713	R556798	R591692	R591916	R592137	R614195
R556657	R556714	R591657	R591693	R591917	R592138	R614196
R556658	R556715	R591658	R591695	R591918	R592139	R614197
R556659	R556716	R591659	R591696	R591919	R592140	R614198
R556660	R556723	R591660	R591697	R591920	R592141	R614199
R556661	R556724	R591661	R591698	R591921	R592142	R614200
R556662	R556725	R591662	R591699	R591922	R592143	R614201
R556663	R556726	R591663	R591700	R591923	R592144	R614202
R556664	R556727	R591664	R591701	R591924	R592145	R614203
R556665	R556728	R591665	R591703	R591925	R592146	R614204
R556666	R556729	R591666	R591704	R591926	R592147	R614205
R556667	R556730	R591667	R591705	R591927	R592148	R614206
R556668	R556731	R591668	R591706	R591928	R592151	R614207
R556669	R556732	R591669	R591707	R592115	R592152	R614208
R556670	R556733	R591671	R591708	R592116	R592153	R614209
R556671	R556734	R591672	R591710	R592117	R592154	R614211
R556672	R556735	R591673	R591711	R592118	R592155	R614212
R556673	R556736	R591674	R591712	R592119	R592156	R614213
R556674	R556737	R591675	R591713	R592120	R592157	R614214
R556696	R556738	R591676	R591714	R592121	R592158	R614215
R556697	R556739	R591677	R591715	R592122	R592159	R614216
R556698	R556740	R591678	R591716	R592123	R592160	R614217
R556699	R556741	R591679	R591717	R592124	R614182	
R556700	R556742	R591680	R591718	R592125	R614183	
R556701	R556743	R591681	R591719	R592126	R614184	
R556702	R556744	R591682	R591720	R592127	R614185	
R556703	R556745	R591683	R591721	R592128	R614186	

Deerbrooke PID
Revised Annual Installments in Southern Improvement Area

Lot Type: 50

		SIA Series 2017				Administrative Expenses	Annual Installments	Assessment Balance [2]
Tax Year [1]	Bond Year	Gross Debt Service			Additional Interest Reserve			
		Total	Interest	Principal				
2022	2023	\$1,168.36	\$797.02	\$371.34	\$82.62	\$55.81	\$1,306.79	\$16,153.35
2023	2024	\$1,163.36	\$781.70	\$381.66	\$80.77	\$56.92	\$1,301.05	\$15,771.69
2024	2025	\$1,168.24	\$765.95	\$402.29	\$78.86	\$58.06	\$1,305.16	\$15,369.40
2025	2026	\$1,161.96	\$749.36	\$412.60	\$76.85	\$59.22	\$1,298.03	\$14,956.80
2026	2027	\$1,165.57	\$732.34	\$433.23	\$74.78	\$60.41	\$1,300.76	\$14,523.57
2027	2028	\$1,168.33	\$714.47	\$453.86	\$72.62	\$61.61	\$1,302.56	\$14,069.71
2028	2029	\$1,159.93	\$695.75	\$464.18	\$70.35	\$62.85	\$1,293.13	\$13,605.53
2029	2030	\$1,158.05	\$673.24	\$484.81	\$68.03	\$64.10	\$1,290.18	\$13,120.72
2030	2031	\$1,165.47	\$649.72	\$515.75	\$65.60	\$65.38	\$1,296.45	\$12,604.97
2031	2032	\$1,161.11	\$624.73	\$536.38	\$63.02	\$66.69	\$1,290.82	\$12,068.59
2032	2033	\$1,166.04	\$598.71	\$567.33	\$60.34	\$68.03	\$1,294.41	\$11,501.26
2033	2034	\$1,159.18	\$571.22	\$587.96	\$57.51	\$69.39	\$1,286.08	\$10,913.30
2034	2035	\$1,161.62	\$542.72	\$618.90	\$54.57	\$70.77	\$1,286.96	\$10,294.40
2035	2036	\$1,162.56	\$512.71	\$649.85	\$51.47	\$72.19	\$1,286.22	\$9,644.55
2036	2037	\$1,161.99	\$481.20	\$680.79	\$48.22	\$73.63	\$1,283.84	\$8,963.76
2037	2038	\$1,159.93	\$448.19	\$711.74	\$44.82	\$75.11	\$1,279.86	\$8,252.02
2038	2039	\$1,165.60	\$412.60	\$753.00	\$41.26	\$76.61	\$1,283.47	\$7,499.02
2039	2040	\$1,158.89	\$374.95	\$783.94	\$37.50	\$78.14	\$1,274.53	\$6,715.08
2040	2041	\$1,160.95	\$335.75	\$825.20	\$33.58	\$79.70	\$1,274.23	\$5,889.88
2041	2042	\$1,160.95	\$294.49	\$866.46	\$29.45	\$81.30	\$1,271.70	\$5,023.42
2042	2043	\$1,158.89	\$251.17	\$907.72	\$25.12	\$82.92	\$1,266.93	\$4,115.70
2043	2044	\$1,165.08	\$205.78	\$959.30	\$20.58	\$84.58	\$1,270.24	\$3,156.40
2044	2045	\$1,158.38	\$157.82	\$1,000.56	\$15.78	\$86.27	\$1,260.43	\$2,155.84
2045	2046	\$1,159.92	\$107.79	\$1,052.13	\$10.78	\$88.00	\$1,258.70	\$1,103.71
2046	2047	\$1,158.90	\$55.19	\$1,103.71	\$5.52	\$89.76	\$1,254.18	\$0.00
Total		\$29,059.26	\$12,534.57	\$16,524.69	\$1,270.00	\$1,787.45	\$32,116.71	

[1] Tax Year 2022 corresponds to Bond Year 2023. Assessments are due January 31 of Bond Year.

[2] Assumes tax bill for the Tax Year is already paid.

60' Lot Type

Table B-3: Assessment Roll of 60' Lot Type

Parcel ID			
R556618	R556688	R591868	R591908
R556619	R556689	R591869	R591909
R556620	R556690	R591870	R591910
R556621	R556691	R591871	R591911
R556622	R556692	R591872	R591912
R556623	R556693	R591873	R591913
R556624	R556694	R591874	R591930
R556626	R556695	R591875	R591931
R556627	R556718	R591876	R591932
R556628	R556719	R591877	R591933
R556630	R556720	R591878	R591934
R556631	R556721	R591879	R591935
R556632	R591830	R591880	R591936
R556633	R591831	R591881	R591937
R556634	R591832	R591882	R592089
R556635	R591833	R591883	R592090
R556636	R591834	R591886	R592091
R556638	R591835	R591887	R592092
R556639	R591848	R591888	R592093
R556640	R591849	R591889	R592094
R556642	R591850	R591890	R592095
R556643	R591851	R591891	R592096
R556654	R591852	R591892	R592097
R556655	R591853	R591893	R592098
R556656	R591854	R591894	R592099
R556675	R591855	R591895	R592100
R556676	R591856	R591896	R592102
R556677	R591857	R591897	R592103
R556678	R591858	R591898	R592104
R556679	R591859	R591899	R592105
R556680	R591860	R591900	R592106
R556681	R591861	R591901	R592107
R556682	R591862	R591902	R592108
R556683	R591863	R591903	R592109
R556684	R591864	R591904	R592110
R556685	R591865	R591905	R592111
R556686	R591866	R591906	R592112
R556687	R591867	R591907	

70' Lot Type

Table B-4: Assessment Roll of 70' Lot Type

Parcel ID	
R556759	R591836
R556760	R591837
R556761	R591838
R556762	R591839
R556763	R591840
R556764	R591841
R556765	R591842
R556766	R591843
R556767	R591844
R556780	R591845
R556781	R591846
R556782	R591836

Lot Type: 70

		SIA Series 2017				Administrative Expenses	Annual Installments	Assessment Balance [2]
Tax Year [1]	Bond Year	Gross Debt Service			Additional Interest Reserve			
		Total	Interest	Principal				
2022	2023	\$1,457.91	\$994.54	\$463.37	\$103.10	\$69.63	\$1,630.64	\$20,156.51
2023	2024	\$1,451.66	\$975.42	\$476.24	\$100.78	\$71.03	\$1,623.47	\$19,680.27
2024	2025	\$1,457.76	\$955.78	\$501.98	\$98.40	\$72.45	\$1,628.61	\$19,178.29
2025	2026	\$1,449.92	\$935.07	\$514.85	\$95.89	\$73.90	\$1,619.71	\$18,663.44
2026	2027	\$1,454.43	\$913.83	\$540.60	\$93.32	\$75.38	\$1,623.13	\$18,122.84
2027	2028	\$1,457.87	\$891.53	\$566.34	\$90.61	\$76.88	\$1,625.36	\$17,556.50
2028	2029	\$1,447.38	\$868.17	\$579.21	\$87.78	\$78.42	\$1,613.58	\$16,977.29
2029	2030	\$1,445.03	\$840.08	\$604.95	\$84.89	\$79.99	\$1,609.91	\$16,372.34
2030	2031	\$1,454.30	\$810.73	\$643.57	\$81.86	\$81.59	\$1,617.75	\$15,728.77
2031	2032	\$1,448.86	\$779.55	\$669.31	\$78.64	\$83.22	\$1,610.72	\$15,059.46
2032	2033	\$1,455.00	\$747.08	\$707.92	\$75.30	\$84.88	\$1,615.18	\$14,351.54
2033	2034	\$1,446.45	\$712.78	\$733.67	\$71.76	\$86.58	\$1,604.79	\$13,617.87
2034	2035	\$1,449.51	\$677.23	\$772.28	\$68.09	\$88.31	\$1,605.91	\$12,845.59
2035	2036	\$1,450.66	\$639.77	\$810.89	\$64.23	\$90.08	\$1,604.97	\$12,034.70
2036	2037	\$1,449.96	\$600.45	\$849.51	\$60.17	\$91.88	\$1,602.01	\$11,185.19
2037	2038	\$1,447.38	\$559.26	\$888.12	\$55.93	\$93.72	\$1,597.03	\$10,297.07
2038	2039	\$1,454.46	\$514.85	\$939.61	\$51.49	\$95.59	\$1,601.54	\$9,357.46
2039	2040	\$1,446.09	\$467.87	\$978.22	\$46.79	\$97.51	\$1,590.39	\$8,379.24
2040	2041	\$1,448.67	\$418.96	\$1,029.71	\$41.90	\$99.46	\$1,590.03	\$7,349.53
2041	2042	\$1,448.67	\$367.48	\$1,081.19	\$36.75	\$101.44	\$1,586.86	\$6,268.34
2042	2043	\$1,446.10	\$313.42	\$1,132.68	\$31.34	\$103.47	\$1,580.91	\$5,135.66
2043	2044	\$1,453.81	\$256.78	\$1,197.03	\$25.68	\$105.54	\$1,585.03	\$3,938.63
2044	2045	\$1,445.45	\$196.93	\$1,248.52	\$19.69	\$107.65	\$1,572.79	\$2,690.11
2045	2046	\$1,447.39	\$134.51	\$1,312.88	\$13.45	\$109.81	\$1,570.65	\$1,377.23
2046	2047	\$1,446.09	\$68.86	\$1,377.23	\$6.89	\$112.00	\$1,564.98	\$0.00
Total		\$36,260.81	\$15,640.93	\$20,619.88	\$1,584.73	\$2,230.41	\$40,075.95	

[1] Tax Year 2022 corresponds to Bond Year 2023. Assessments are due January 31 of Bond Year.
[2] Assumes tax bill for the Tax Year is already paid.

80' Lot Type

Table B-5: Assessment Roll of 80' Lot Type

Parcel ID	
R556768	R556778
R556770	R556785
R556771	R556786
R556773	R556787
R556774	R556788
R556775	R556789
R556776	R556791
R556777	R556792

Lot Type: 80

		SIA Series 2017				Administrative Expenses	Annual Installments	Assessment Balance [2]
Tax Year [1]	Bond Year	Gross Debt Service			Additional Interest Reserve			
		Total	Interest	Principal				
2022	2023	\$1,666.17	\$1,136.61	\$529.56	\$117.83	\$79.58	\$1,863.58	\$23,036.02
2023	2024	\$1,659.04	\$1,114.77	\$544.27	\$115.18	\$81.17	\$1,855.39	\$22,491.75
2024	2025	\$1,666.01	\$1,092.32	\$573.69	\$112.46	\$82.80	\$1,861.27	\$21,918.06
2025	2026	\$1,657.05	\$1,068.65	\$588.40	\$109.59	\$84.45	\$1,851.09	\$21,329.66
2026	2027	\$1,662.20	\$1,044.38	\$617.82	\$106.65	\$86.14	\$1,854.99	\$20,711.84
2027	2028	\$1,666.13	\$1,018.89	\$647.24	\$103.56	\$87.87	\$1,857.56	\$20,064.60
2028	2029	\$1,654.15	\$992.20	\$661.95	\$100.32	\$89.62	\$1,844.09	\$19,402.65
2029	2030	\$1,651.46	\$960.09	\$691.37	\$97.01	\$91.42	\$1,839.89	\$18,711.28
2030	2031	\$1,662.05	\$926.55	\$735.50	\$93.56	\$93.24	\$1,848.85	\$17,975.78
2031	2032	\$1,655.85	\$890.92	\$764.93	\$89.88	\$95.11	\$1,840.84	\$17,210.85
2032	2033	\$1,662.87	\$853.81	\$809.06	\$86.05	\$97.01	\$1,845.93	\$16,401.79
2033	2034	\$1,653.09	\$814.61	\$838.48	\$82.01	\$98.95	\$1,834.05	\$15,563.31
2034	2035	\$1,656.58	\$773.97	\$882.61	\$77.82	\$100.93	\$1,835.33	\$14,680.70
2035	2036	\$1,657.91	\$731.17	\$926.74	\$73.40	\$102.95	\$1,834.26	\$13,753.96
2036	2037	\$1,657.10	\$686.23	\$970.87	\$68.77	\$105.01	\$1,830.88	\$12,783.09
2037	2038	\$1,654.15	\$639.15	\$1,015.00	\$63.92	\$107.11	\$1,825.18	\$11,768.09
2038	2039	\$1,662.24	\$588.40	\$1,073.84	\$58.84	\$109.25	\$1,830.33	\$10,694.25
2039	2040	\$1,652.68	\$534.71	\$1,117.97	\$53.47	\$111.44	\$1,817.59	\$9,576.28
2040	2041	\$1,655.62	\$478.81	\$1,176.81	\$47.88	\$113.66	\$1,817.16	\$8,399.47
2041	2042	\$1,655.62	\$419.97	\$1,235.65	\$42.00	\$115.94	\$1,813.56	\$7,163.82
2042	2043	\$1,652.68	\$358.19	\$1,294.49	\$35.82	\$118.26	\$1,806.76	\$5,869.33
2043	2044	\$1,661.51	\$293.47	\$1,368.04	\$29.35	\$120.62	\$1,811.48	\$4,501.29
2044	2045	\$1,651.94	\$225.06	\$1,426.88	\$22.51	\$123.03	\$1,797.48	\$3,074.41
2045	2046	\$1,654.15	\$153.72	\$1,500.43	\$15.37	\$125.49	\$1,795.01	\$1,573.98
2046	2047	\$1,652.68	\$78.70	\$1,573.98	\$7.87	\$128.00	\$1,788.55	\$0.00
Total		\$41,440.93	\$17,875.35	\$23,565.58	\$1,811.12	\$2,549.05	\$45,801.10	

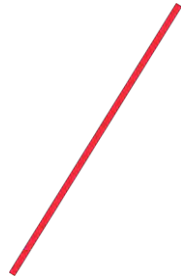
[1] Tax Year 2022 corresponds to Bond Year 2023. Assessments are due January 31 of Bond Year.
[2] Assumes tax bill for the Tax Year is already paid.

APPENDIX C

City of Leander

Annual Service and Assessment Plan (SAP) Update (2022)

Deerbrooke Public Improvement District



AGGREGATE AMORTIZATIONS

Deerbrooke PID
Revised Annual Installments in Northern Improvement Area

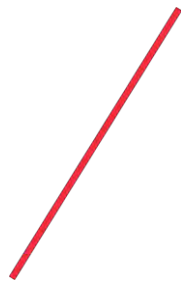
Lot Type: Total

		NIA Series 2017					2022 Major Improvement Bonds				Neighborhood Improvement Bonds						
Tax Year [1]	Bond Year	Gross Debt Service			Capitalized Interest	Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve	Gross Debt Service			Additional Interest Reserve	Administrative Expenses	Annual Installments	Assessment Balance [3]
		Total	Interest	Principal [2]			Total	Interest	Principal		Total	Interest	Principal				
2022	2023	\$173,943.75	\$123,943.75	\$50,000.00	\$0.00	\$11,775.00	\$140,959.81	\$104,959.81	\$36,000.00	\$10,150.00	\$40,002.92	\$30,002.92	\$10,000.00	\$2,885.00	\$38,896.75	\$418,613.23	\$4,866,000.00
2023	2024	\$171,381.25	\$121,381.25	\$50,000.00	\$0.00	\$11,525.00	\$141,295.00	\$97,295.00	\$44,000.00	\$9,970.00	\$39,800.00	\$27,800.00	\$12,000.00	\$2,835.00	\$39,674.69	\$416,480.94	\$4,760,000.00
2024	2025	\$173,818.75	\$118,818.75	\$55,000.00	\$0.00	\$11,275.00	\$141,315.00	\$95,315.00	\$46,000.00	\$9,750.00	\$40,230.00	\$27,230.00	\$13,000.00	\$2,775.00	\$40,468.18	\$419,631.93	\$4,646,000.00
2025	2026	\$171,000.00	\$116,000.00	\$55,000.00	\$0.00	\$11,000.00	\$141,245.00	\$93,245.00	\$48,000.00	\$9,520.00	\$40,612.50	\$26,612.50	\$14,000.00	\$2,710.00	\$41,277.54	\$417,365.04	\$4,529,000.00
2026	2027	\$173,181.25	\$113,181.25	\$60,000.00	\$0.00	\$10,725.00	\$142,085.00	\$91,085.00	\$51,000.00	\$9,280.00	\$39,947.50	\$25,947.50	\$14,000.00	\$2,640.00	\$42,103.09	\$419,961.84	\$4,404,000.00
2027	2028	\$170,106.25	\$110,106.25	\$60,000.00	\$0.00	\$10,425.00	\$141,790.00	\$88,790.00	\$53,000.00	\$9,025.00	\$40,282.50	\$25,282.50	\$15,000.00	\$2,570.00	\$42,945.15	\$417,143.90	\$4,276,000.00
2028	2029	\$172,031.25	\$107,031.25	\$65,000.00	\$0.00	\$10,125.00	\$142,405.00	\$86,405.00	\$56,000.00	\$8,760.00	\$40,570.00	\$24,570.00	\$16,000.00	\$2,495.00	\$43,804.06	\$420,190.31	\$4,139,000.00
2029	2030	\$173,700.00	\$103,700.00	\$70,000.00	\$0.00	\$9,800.00	\$141,885.00	\$83,885.00	\$58,000.00	\$8,480.00	\$40,810.00	\$23,810.00	\$17,000.00	\$2,415.00	\$44,680.14	\$421,770.14	\$3,994,000.00
2030	2031	\$170,112.50	\$100,112.50	\$70,000.00	\$0.00	\$9,450.00	\$142,275.00	\$81,275.00	\$61,000.00	\$8,190.00	\$41,002.50	\$23,002.50	\$18,000.00	\$2,330.00	\$45,573.74	\$418,933.74	\$3,845,000.00
2031	2032	\$171,525.00	\$96,525.00	\$75,000.00	\$0.00	\$9,100.00	\$142,530.00	\$78,530.00	\$64,000.00	\$7,885.00	\$40,147.50	\$22,147.50	\$18,000.00	\$2,240.00	\$46,485.22	\$419,912.72	\$3,688,000.00
2032	2033	\$172,681.25	\$92,681.25	\$80,000.00	\$0.00	\$8,725.00	\$143,650.00	\$75,650.00	\$68,000.00	\$7,565.00	\$40,292.50	\$21,292.50	\$19,000.00	\$2,150.00	\$47,414.92	\$422,478.67	\$3,521,000.00
2033	2034	\$173,581.25	\$88,581.25	\$85,000.00	\$0.00	\$8,325.00	\$143,250.00	\$72,250.00	\$71,000.00	\$7,225.00	\$40,390.00	\$20,390.00	\$20,000.00	\$2,055.00	\$48,363.22	\$423,189.47	\$3,345,000.00
2034	2035	\$174,225.00	\$84,225.00	\$90,000.00	\$0.00	\$7,900.00	\$143,700.00	\$68,700.00	\$75,000.00	\$6,870.00	\$40,440.00	\$19,440.00	\$21,000.00	\$1,955.00	\$49,330.48	\$424,420.48	\$3,159,000.00
2035	2036	\$174,612.50	\$79,612.50	\$95,000.00	\$0.00	\$7,450.00	\$143,950.00	\$64,950.00	\$79,000.00	\$6,495.00	\$41,442.50	\$18,442.50	\$23,000.00	\$1,850.00	\$50,317.09	\$426,117.09	\$2,962,000.00
2036	2037	\$169,743.75	\$74,743.75	\$95,000.00	\$0.00	\$6,975.00	\$145,000.00	\$61,000.00	\$84,000.00	\$6,100.00	\$41,350.00	\$17,350.00	\$24,000.00	\$1,735.00	\$51,323.43	\$422,227.18	\$2,759,000.00
2037	2038	\$169,875.00	\$69,875.00	\$100,000.00	\$0.00	\$6,500.00	\$144,800.00	\$56,800.00	\$88,000.00	\$5,680.00	\$41,150.00	\$16,150.00	\$25,000.00	\$1,615.00	\$52,349.90	\$421,969.90	\$2,546,000.00
2038	2039	\$174,500.00	\$64,500.00	\$110,000.00	\$0.00	\$6,000.00	\$145,400.00	\$52,400.00	\$93,000.00	\$5,240.00	\$40,900.00	\$14,900.00	\$26,000.00	\$1,490.00	\$53,396.90	\$426,926.90	\$2,317,000.00
2039	2040	\$173,587.50	\$58,587.50	\$115,000.00	\$0.00	\$5,450.00	\$145,750.00	\$47,750.00	\$98,000.00	\$4,775.00	\$41,600.00	\$13,600.00	\$28,000.00	\$1,360.00	\$54,464.84	\$426,987.34	\$2,076,000.00
2040	2041	\$172,406.25	\$52,406.25	\$120,000.00	\$0.00	\$4,875.00	\$146,850.00	\$42,850.00	\$104,000.00	\$4,285.00	\$41,200.00	\$12,200.00	\$29,000.00	\$1,220.00	\$55,554.14	\$426,390.39	\$1,823,000.00
2041	2042	\$170,956.25	\$45,956.25	\$125,000.00	\$0.00	\$4,275.00	\$146,650.00	\$37,650.00	\$109,000.00	\$3,765.00	\$41,750.00	\$10,750.00	\$31,000.00	\$1,075.00	\$56,665.22	\$425,136.47	\$1,558,000.00
2042	2043	\$174,237.50	\$39,237.50	\$135,000.00	\$0.00	\$3,650.00	\$147,200.00	\$32,200.00	\$115,000.00	\$3,220.00	\$42,200.00	\$9,200.00	\$33,000.00	\$920.00	\$57,798.53	\$429,226.03	\$1,275,000.00
2043	2044	\$171,981.25	\$31,981.25	\$140,000.00	\$0.00	\$2,975.00	\$148,450.00	\$26,450.00	\$122,000.00	\$2,645.00	\$42,550.00	\$7,550.00	\$35,000.00	\$755.00	\$58,954.49	\$428,310.74	\$978,000.00
2044	2045	\$169,456.25	\$24,456.25	\$145,000.00	\$0.00	\$2,275.00	\$148,350.00	\$20,350.00	\$128,000.00	\$2,035.00	\$42,800.00	\$5,800.00	\$37,000.00	\$580.00	\$60,133.59	\$425,629.84	\$668,000.00
2045	2046	\$171,662.50	\$16,662.50	\$155,000.00	\$0.00	\$1,550.00	\$149,950.00	\$13,950.00	\$136,000.00	\$1,395.00	\$41,950.00	\$3,950.00	\$38,000.00	\$395.00	\$61,336.25	\$428,238.75	\$339,000.00
2046	2047	\$163,331.25	\$8,331.25	\$155,000.00	\$0.00	\$775.00	\$150,150.00	\$7,150.00	\$143,000.00	\$715.00	\$43,050.00	\$2,050.00	\$41,000.00	\$205.00	\$62,562.98	\$420,789.23	\$0.00
		\$4,297,637.50	\$1,942,637.50	\$2,355,000.00	\$0.00	\$182,900.00	\$3,610,884.81	\$1,580,884.81	\$2,030,000.00	\$159,020.00	\$1,026,470.42	\$449,470.42	\$577,000.00	\$45,255.00	\$1,245,874.54	\$10,568,042.27	

[1] Tax Year 2022 corresponds to Bond Year 2023. Assessments are due January 31 of Bond Year.
[2] Assumes the use of reserve funds in order to complete an anticipated bond call. Assumes tax bill for the Tax Year is already paid.
[3] Assumes tax bill for the Tax Year is already paid.

APPENDIX D

City of Leander
Annual Service and Assessment Plan (SAP) Update (2022)
Deerbrooke Public Improvement District



**BUYER DISCLOSURE
FORM**

**Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This Notice requirement does not apply to a transfer:

- 1) Under a court order or foreclosure;
- 2) By a trustee in bankruptcy;
- 3) To a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) By a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) By a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) From one co-owner to another co-owner of an undivided interest in the real property;
- 7) To or from a government entity; or,
- 8) Of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to the prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exception, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchase and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

**Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)**

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO LEANDER, TEXAS
DEERBROOKE PUBLIC IMPROVEMENT DISTRICT

CONCERNING THE FOLLOWING PROPERTY

As the purchaser of the real property described above, you are obligated to pay assessments to Leander, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within **Deerbrooke Public Improvement District** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Leander. The exact amount of each annual installment will be approved each year by Leander City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Leander.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

**Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)**

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Buyer (Print Name)	Signature	Date
--------------------	-----------	------

Buyer (Print Name)	Signature	
--------------------	-----------	--

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

Seller (Print Name)	Signature	Date
---------------------	-----------	------

Seller (Print Name)	Signature	Date
---------------------	-----------	------

Texas Property Code Section 5.0143 Notice
(Required At Closing And Must Be Recorded In Williamson County Deed Of Records)

AFTER RECORDING RETURN TO:

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO LEANDER, TEXAS
DEERBROOKE PUBLIC IMPROVEMENT DISTRICT

CONCERNING THE FOLLOWING PROPERTY

As the purchaser of the real property described above, you are obligated to pay assessments to Leander, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within **Deerbrooke Public Improvement District** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Leander. The exact amount of each annual installment will be approved each year by Leander City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Leander.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Texas Property Code Section 5.0143 Notice
(Required At Closing And Must Be Recorded In Williamson County Deed Of Records)

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

Buyer (Print Name)	Signature	Date
--------------------	-----------	------

Buyer (Print Name)	Signature	
--------------------	-----------	--

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__

Notary Public, State of Texas

Texas Property Code Section 5.0143 Notice
(Required At Closing And Must Be Recorded In Williamson County Deed Of Records)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

Seller (Print Name)	Signature	Date
---------------------	-----------	------

Seller (Print Name)	Signature	
---------------------	-----------	--

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__

Notary Public, State of Texas



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AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER APPROVING AN ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN FOR CALENDAR YEAR 2022 FOR THE DEERBROOKE PUBLIC IMPROVEMENT DISTRICT AND APPORTIONING ASSESSMENTS AMONG SUBDIVIDED LOTS WITHIN THE DISTRICT

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

PART 1. Findings. The City Council finds that:

- (A) Chapter 372 (*Public Improvement District Assessment Act*) of the Texas Local Government Code (the “Act”) authorized the creation of the Deerbrooke Public Improvement District (the “District”)
- (B) On June 15, 2017, the City Council passed Resolution No. 17-015-00, which approved the creation of the District in accordance with its findings.
- (C) On August 17, 2017, the City Council passed Ordinance No. 17-051-00, which approved the Service and Assessment Plan and Budget for the District and levied Special Assessments against assessable property within the District. The Service and Assessment Plan adopted on August 17, 2017 and subsequently adopted updates and amendments are herein referred to as the Service and Assessment Plan.
- (D) The Service and Assessment Plan provides that, as parcels within the District are subdivided, the Special Assessments will be reallocated and apportioned among the resulting lots.
- (E) Property within the District was subdivided after the passage of Ordinance No. 17-051-00, and this Ordinance reallocates the Special Assessments levied pursuant to Ordinance No. 17-051-00 among the resulting lots as contemplated in the Service and Assessment Plan and as provided in the Annual Service Plan Update to the Service and Assessment Plan dated September 1, 2022, attached hereto as Exhibit A (the “SAP Update”).
- (F) The City Council finds that the proposed SAP Update, including the Assessment Roll, is necessary to fund debt service payments on debt issued to enhance the District.
- (G) The proposed assessment roll attached as part of Exhibit A to this ordinance was filed with the City Secretary, and such filing is hereby ratified and confirmed.
- (H) On September 1, 2022, the City Council held a public hearing, properly noticed under the Act, to consider the proposed SAP Update and the updated Assessment Roll included therein which reallocates and apportions the assessments levied on the

assessable property within the District among lots resulting from the subdivision of property within the District after adoption of Ordinance No. 17-051-00.

- (I) At the September 1, 2022 public hearing, the City Council heard each objection to the proposed SAP Update, found in each case that the reallocation of assessments among the parcels subdivided after adoption of Ordinance No. 17-051-00 are reasonable and consistent with Ordinance No. 17-051-00 and the special benefits conferred by the District, and passed on each objection before it closed the public hearing.
- (J) The reallocation of assessments as set out in the Assessment Roll included as part of Exhibit A, attached to and incorporated in this ordinance:
 - (1) should be made against the property and property owners within the District;
 - (2) are in proportion to the benefits to the property for the services and improvements in the District;
 - (3) establish substantial justice, equality, and uniformity in the amount assessed against each property owner for the benefits received and burdens imposed; and
 - (4) are consistent with Ordinance No. 17-051-00.
- (K) In each case, the property subject to reallocated assessments is benefited by the services and improvements provided in the District.
- (L) The exclusion of certain property from reallocation of the assessment is reasonable because doing so is consistent with Ordinance No. 17-051-00 and the excluded property will not receive a benefit from the District that is sufficient to justify an assessment and the exclusions promote efficient management of the District.
- (M) The procedures followed and apportionment of the cost of the services and improvements in the District comply with applicable law and the purpose for which the District was formed.
- (N) The reallocated assessments are in proportion to the estimated average buildout values for the property, as provided in Section III of the SAP Update.

PART 2. Exemptions and Exclusions. The City Council exempts the following from payment of the assessment and excludes from the roll:

- (A) property of the City used for public purpose;
- (B) property owned by Williamson County and property owned by political subdivisions of the State of Texas and used for public purpose; and
- (C) other property that is excluded by law or by agreement of the City and the petitioners.

PART 3. SAP Update. The SAP Update, including the Assessment Roll included as part of Exhibit A, is hereby approved.

PART 4. Reallocation of Assessments. The assessments and annual installments shown on the Assessment Roll adopted under Ordinance No. 17-051-00 are hereby reallocated among the

properties in the District and identified by the Williamson Central Appraisal District records as provided in the Assessment Roll included in Exhibit A, the SAP Update.

PART 5. Liability of Multiple Owners. Each owner of property in the District owned by two or more individuals or entities is personally liable for the amount of the assessment equal to the share of the total assessment against the property based on the owner's partial interest in the total property ownership. A property owner's interest in property may be released from an assessment lien if the owner pays the owner's proportionate share of an assessment.

PART 6. Interest and Lien.

- (A) An assessment shown on the Assessment Roll in Exhibit A:
 - (1) accrues interest at the rate set forth in the Service and Assessment Plan, as modified by the SAP Update;
 - (2) accrues interest, penalties, and attorneys' fees in the same manner as a delinquent ad valorem tax, until paid; and
 - (3) is a lien on the property shown in Exhibit A and the personal liability of the property owner.

PART 7. Due Date and Collection. An assessment may be paid in a lump sum or may be paid in annual installments as set forth herein and in the SAP Update. Annual Installments for each parcel set forth in the Assessment Roll shall be due on October 1st of the year in which the particular annual installment amount is listed, and shall be delinquent if not paid by February 1st of the following year. If a property owner defaults on payment of an assessment against the owner's property, the City Manager may cause the filing of a suit to collect the assessment and may initiate a lien foreclosure, including interest, penalties, costs and attorneys' fees.

PART 8. Annual Review of Plan. The Administrator shall, in August of each year or as soon thereafter as practical, prepare and submit to the City Council for its review and approval an update to the Annual Service and Assessment Plan to allow for billing and collection of Annual Installments.

PART 9. Statutory Authority. The reallocation of assessments and the SAP Update adopted herein are made under the authority of Chapter 372 (*Public Improvement District Assessment Act*) of the Texas Local Government Code.

PART 10. Severability. The provisions of this ordinance are severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of this ordinance.

PART 11. This ordinance takes effect on September 1, 2022.

PASSED AND APPROVED on this 1st day of September, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A

**City of Leander
Deerbrooke Public Improvement District
Annual Service Plan Update to the Service and Assessment Plan
Dated September 1, 2022**



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

Conduct a Public Hearing 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.

- 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.

BACKGROUND:

City Council approved the Crystal Springs PID on March 16, 2018. On May 3, 2018, City Council approved the issuance of Special Revenue Assessment Bonds in the amount of \$5,475,000.00 for improvements within the PID. At that time, the Service and Assessment Plan (SAP) was updated to apportion the debt service costs to the parcels and lots within the boundaries of the PID. State law requires that the City Council review and approve an annual update to the Service and Assessment Plan. In addition to the debt service associated with the bonds, the SAP also includes the City's administrative costs in administering the PID. It is recommended that a public hearing be held prior to consideration and approval of the SAP. The assessments will be included with the tax bills that go out in October 2022. There are a total of 411 lots within the PID. All property owners have been notified of the public hearing as well as a notice was published in the Hill Country News on August 18, 2022.

RECOMMENDATION:

Approve Service and Assessment Plan.

PRESENTER:

Robert Powers, Executive Finance Director

Attachments

1. Service & Assessment Plan
2. Ordinance



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ANNUAL SERVICE AND ASSESSMENT PLAN (SAP) UPDATE (2022)

CITY OF LEANDER

CRYSTAL SPRINGS PUBLIC IMPROVEMENT
DISTRICT

Report Date: SEPTEMBER 1, 2022

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CITY OF LEANDER



ANNUAL SERVICE AND ASSESSMENT PLAN (SAP) UPDATE (2022)

CRYSTAL SPRINGS PUBLIC IMPROVEMENT DISTRICT

Prepared for:

City of Leander

105 North Brushy Street

Leander, TX 78641

Attention: Robert Powers, Finance Director

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APPENDIX A	ASSESSMENT ROLL
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APPENDIX C	BUYER DISCLOSURE FORM

I INTRODUCTION

The Crystal Springs Public Improvement District (the "PID") was created on March 16, 2017, by Resolution No. 17-010-00 of the City of Leander (the "City") in accordance with the Public Improvement District Act, being Chapter 372 of the Texas Local Government Code (the "PID Act") to finance and/or reimburse the costs of certain public improvements (the "Projects" or "Public Improvements") for the benefit of the property in the PID. A service and assessment plan (the "Service and Assessment Plan" or "SAP") was subsequently prepared at the direction of the City identifying the Projects and their estimated costs, the manner of assessing the property in the PID for the costs of the Projects, and the indebtedness to be incurred. Following a public hearing held on May 3, 2018, the City accepted and approved the Service and Assessment Plan and levied assessments with the adoption of Ordinance No. 18-029-00. The \$5,475,000 City of Leander, Texas Special Assessment Revenue Bonds, Series 2018 (Crystal Springs Public Improvement District Project) (the "Series 2018 Bonds") were issued on May 23, 2018, pursuant to Ordinance No. 18-030-00 adopted by the City Council on May 3, 2018.

Pursuant to Sections 372.013 and 372.014 of the PID Act and the ordinance approving this Annual Service and Assessment Plan (SAP) Update (2022) to the Service and Assessment Plan (the "Annual Service Plan Update"), the Service and Assessment Plan is to be reviewed and updated annually in August of each year or as soon thereafter practical and is to include an Assessment Plan. This Annual Service Plan Update for 2022 is comprised of the following parts:

- Service Plan Update;
- Assessment Plan;
- Assessment Roll; and
- Buyer Disclosure Form.

II ANNUAL SERVICE PLAN UPDATE

Section 372.013 of the PID Act requires that the Annual Service Plan Update (i) define the annual indebtedness and the projected costs of the Projects and (ii) cover a period of at least 5 years. Please refer to the following tables for the aforementioned information.

A PID Bonded Indebtedness

The sources and uses of funds for the Series 2018 Bonds is shown in Table II-1 below. No other bonds are presently contemplated.

Table II-1: Sources and Uses of Funds

Type of Fund	Dollar Amount
Sources of Funds	
Gross Bond Amount/Special Assessment	\$5,475,000
Original Issue Discount	(\$10,659)
Owner Contribution ^A	\$2,715,621
Total Sources of Funds	\$8,179,962
Uses of Funds	
Authorized Improvements ^B	\$7,260,538
Other Fund Deposits:	
Debt Service Reserve Fund ^C	\$366,751
First Year District Administration	\$35,000
Capitalized Interest ^D	\$75,923
Cost of Issuance ^E	\$277,500
Underwriter's Discount/Underwriter's Counsel ^F	\$164,250
Total Uses of Funds	\$8,179,962

Notes:

- A. Costs not funded by Series 2018 Bonds will be funded by Owners as costs are incurred.
- B. See Table II-3 for details.
- C. The Series 2018 Bonds include a debt service reserve fund calculated in accordance with IRS rules.
- D. Includes capitalized interest through 9/1/2018.
- E. The Costs of Issuance include a payment for initial year's Administrative Expenses.
- F. 3.0% of Series 2018 Bond proceeds for Underwriter's Discount and Underwriter's Counsel.

B 5-Year PID Cash Flow Projections

Projected debt service and assessment installments for a 5-year period are shown in Table II-2 below.

Table II-2: 5-Year Cash Flow Projections (Series 2018 Bonds)

Description	Total	2022	2023	2024	2025	2026
Revenues						
Assessment Installments	\$2,090,589	\$417,176	\$417,878	\$418,348	\$418,590	\$418,597
Capitalized Interest	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$2,090,589	\$417,176	\$417,878	\$418,348	\$418,590	\$418,597
Expenditures						
Interest	\$1,252,081	\$259,866	\$255,366	\$250,641	\$245,691	\$240,516
Principal	\$550,000	\$100,000	\$105,000	\$110,000	\$115,000	\$120,000
Additional Interest Reserve	\$121,250	\$25,300	\$24,800	\$24,275	\$23,725	\$23,150
Administrative Expenses	\$183,022	\$35,170	\$35,871	\$36,590	\$37,321	\$38,069
Total Expenditures	\$2,106,353	\$420,337	\$421,037	\$421,507	\$421,737	\$421,736

Notes: Due to prepayment of assessments, expenditures exceed revenues in the short-term. Additionally, administrative expenses have been reset to pre-escalated levels.

C Description of Projects

A description of each of the public improvement Projects is listed below.

C.1 Paving and Earthwork

These improvements consist of the construction of the full distance of Artesian Springs Crossing, the primary collector road for the Project, from E. Crystal Falls Parkway south to its terminus at the entrance to Lakewood Community Park. These improvements will provide road and thoroughfare access to all phases of the Project and consist of the construction of related earthwork, paving, sidewalks, retaining walls, signage, and traffic control devices, all of which benefit the entire Assessed Property within the PID. These improvements will be constructed according to City standards, determined in the City's sole discretion.

C.2 Drainage and Water Quality Ponds

These improvements will consist of manholes, storm drainage systems and related improvements to provide stormwater drainage throughout the Project, installation of silt fencing, rock berms, inlet protection excavation and revegetation, and the construction of detention ponds with associated appurtenances to appropriately control and convey storm water, all of which

benefit the entire Assessed Property within the PID. These improvements will be constructed according to City standards, determined in the City's sole discretion.

C.3 Water

These improvements consist of the construction and installation of service lines, water trunk mains, pipes, valves, manholes, encasements, and associated appurtenances, all of which benefit the entire Assessed Property within the PID. These improvements will be constructed according to City standards, determined in the City's sole discretion.

C.4 Wastewater

These improvements consist of the construction and installation of service lines, wastewater trunk mains, pipes, valves, manholes, encasements, and associated appurtenances, all of which benefit the entire Assessed Property within the PID. These improvements will be constructed according to City standards, determined in the City's sole discretion.

D Estimated Costs of Projects

The Series 2018 Bonds were used to fund all or a portion of the costs of the Public Improvements. The costs of the public improvements, as shown in **Table II-3**, are estimates and may be revised in subsequent Annual Service Plan Updates.

Table II-3: Authorized Improvements

Description	Construction Budget and Completed/Paid to Date				
	Total Budget	Actual Complete at 6/30/2022	% Actual Complete	Actual Paid as of 6/30/2022	% Actual Paid
Authorized Improvements					
Paving and Earthwork	\$3,269,937	\$3,269,937	100.00%	\$3,269,937	100.00%
Drainage and Water Quality Ponds	\$2,184,427	\$2,175,968	99.61%	\$2,167,509	99.22%
Water	\$938,838	\$938,838	100.00%	\$938,838	100.00%
Wastewater	\$912,191	\$912,191	100.00%	\$912,191	100.00%
Developer PID-Related Soft Costs	\$132,081	\$132,081	100.00%	\$132,081	100.00%
Contingency	\$95,366	\$0	0%	\$0	0%
Engineering/Soft Costs	\$408,657	\$407,957	99.82%	\$407,257	99.65%
Project Management	\$531,822	\$518,968	98.00%	\$512,857	96.00%
Total	\$8,473,319	\$8,355,941		\$8,340,671	

E Prepayments

Debt service on the 2018 Bonds reflects the redemption of bonds from Assessment prepayments and/or from funds transferred to the Redemption Fund. In addition, a mandatory Assessment prepayment was made in connection of the reduction of assessments due to changes in lot count in 2020. Early redemption of bonds results in interest savings over the life of the PID.

Table II-4: Principal Redeemed from Prepayments

REDEMPTION DATE	BONDS REDEEMED
July 20, 2021	\$35,000
September 1, 2022	\$10,000
TOTAL AMOUNT REDEEMED	\$45,000

III HOME COMPLETION DATA

Until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Special Assessments levied within the district, the below table shall reflect the number of new units completed within the District within the current fiscal year, as well as aggregate number of new units.

Table III-1: Development Status as of June 30, 2022

Fiscal Year	Units Completed During Prior Fiscal Year	Cumulative Units Completed To Date
2017-18	0	0
2018-19	56	56
2019-20	139	195
2020-21	150	345
2021-22	66	411

IV ASSESSMENT PLAN

Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. More specifically, the PID Act provides that the costs of the improvements may be assessed (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefitted.

A Method of Assessment

The Service and Assessment Plan provides that the cost of the Projects be assessed to residential property in proportion to estimated average build-out value (i.e., estimated completed home values). Residential build-out values are estimated for the following four (4) lot types:

- 26' wide lots;
- 41' wide lots; and
- 50' wide lots/Condos.

The estimated PID assessments (the "Assessments") by lot type are shown in **Table III-1** below.

Table IV-1: PID Assessments

Lot Type	Lots	Estimated Buildout Value	Percent of Total	Total Assessment	Assessment per Lot
26' Lots	181	\$39,240,619	38.52%	\$2,102,416	\$11,616
41' Lots	139	\$35,209,117	34.57%	\$1,886,419	\$13,571
50' Lots/Condos	91	\$27,411,293	26.91%	\$1,468,630	\$16,139
Total	411	\$101,861,029	100.00%	\$5,457,465	N/A

Notes: May not sum due to rounding. Updates to the product mix in Phases 2 & 3 resulted in Total Assessment being lowered below original amount; this difference was paid through a mandatory prepayment by the developer. Final subdivision of the 50' Lots/Condos also resulted in an additional lot; the allocated assessment per lot has been adjusted accordingly.

B Annual Assessment Installments

The Special Assessments will be levied on each Parcel or Lot according to the Assessment Roll, as applicable, subject to any revisions made pursuant to an Annual Service Plan Update and/or amended and restated SAP. The Annual Installments for the Special Assessments levied for the Series 2018 Bonds will be due no later than January 31 of each year beginning in 2019.

The Special Assessments may be paid in full or in part at any time. If not paid in full, the Special Assessments are payable in annual installments of principal and interest (the "Annual Installments") along with administrative expenses ("Administrative Expenses"). In regards to the Special Assessments securing the Series 2018 Bonds, pursuant to the Service and Assessment Plan and in accordance with Section 372.018 of the PID Act, the Special Assessments bear interest at the rate of interest on the Series 2018 Bonds, plus an additional interest rate which will not exceed 0.50%. The interest in excess of the interest on the Series 2018 Bonds (the "Additional Interest") will be used to fund a separate prepayment reserve (the "Prepayment Reserve") and a delinquency reserve ("Delinquency Reserve") relating to each respective Series 2018 Bond. Administrative Expenses will be allocated to each tax parcel in proportion to its Special Assessment balance. Annual Installments for each parcel set forth in the Assessment Roll shall be due on October 1st of the year in which the particular annual installment amount is listed and shall be delinquent if not paid by January 31st of the following year.

Pursuant to Section 372.018(e) of the PID Act, a Special Assessment lien may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the governing body of the City. Foreclosure of accrued installments does not eliminate the outstanding principal balance of the Special Assessment. Any purchaser of the property in foreclosure takes the property subject to the Assessment lien and any associated obligations. Furthermore, in accordance with Section 372.018(f) delinquent installments of the Assessment shall incur interest, penalties, and attorney's fees in the same manner as delinquent ad valorem taxes. The owner of assessed property may pay at any time all or any part of the Special Assessment, with interest that has accrued on the Special Assessment, on any lot or parcel in the PID.

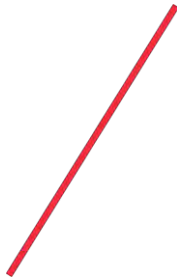
C Amended Assessment Roll

The Assessment Roll is to be updated each year to reflect (i) the Assessments and Annual Installments for each tax parcel in the PID and (ii) prepayments of the Assessments, if any. The Assessments in the Assessment Roll reflect the number and type of lots projected for each tax parcel as shown in the Service and Assessment Plan. The 2022 Assessment Roll is attached as Appendix A.

Parcel ID 580780 was subdivided into twenty-four (24) 50' Lots/Condos. This final subdivision resulted in one additional unplanned lot. The allocated assessment per lot has been adjusted accordingly based on the methodology outlined in Section VI.B.1 of the original SAP. The updated assessment and annual installments are presented in the Assessment Roll.

APPENDIX A

City of Leander
Annual Service and Assessment Plan (SAP) Update (2022)
Crystal Springs Public Improvement District



ASSESSMENT ROLL

26'-Lot Type

Parcel ID						
R573836	R573837	R573838	R573839	R573840	R573841	R573842
R573843	R573844	R573845	R573846	R573847	R573848	R573849
R573850	R573851	R573852	R573854	R573855	R573856	R573857
R573858	R573859	R573860	R573861	R573862	R573863	R573864
R573865	R573866	R573867	R573868	R573869	R573870	R573871
R573872	R573873	R573874	R573875	R573876	R573878	R573879
R573880	R573881	R573882	R573883	R573884	R573885	R573886
R573887	R573888	R573890	R573891	R573892	R573893	R573894
R573895	R573896	R573897	R573898	R573900	R573901	R573902
R573906	R573909	R573910	R573911	R573912	R573913	R573914
R573915	R573916	R573917	R573918	R573919	R573920	R587272
R587273	R587274	R587275	R587276	R587277	R587278	R587279
R587280	R587281	R587282	R587283	R587284	R587285	R587286
R587287	R587289	R587290	R587291	R587292	R587293	R587294
R587295	R587297	R587298	R587299	R587300	R587301	R587302
R587303	R587304	R587305	R587306	R587307	R587308	R587309
R587310	R587311	R587312	R587313	R587314	R587315	R587316
R587317	R587318	R587319	R587320	R587321	R587322	R587323
R587324	R587326	R587327	R587328	R587329	R587330	R587331
R587332	R587333	R587334	R587335	R587336	R587337	R587338
R587339	R587340	R587341	R587343	R587344	R598790	R598791
R598792	R598793	R598794	R598796	R598797	R598798	R598800
R598801	R598802	R598803	R598804	R598805	R598806	R598807
R598808	R598809	R598810	R598811	R598812	R598813	R598814
R598815	R598817	R598818	R598820	R598821	R598822	R598824
R598825	R598826	R598827	R598828	R598823	R573853	

Appendix A
Crystal Springs PID
Revised Annual Installments

Lot Type: 26

Tax Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Administrative Expenses	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service					
2022	\$212.16	\$556.38	\$768.54	\$21.67	\$32.49	\$75.74	\$898.44	\$10,830.57
2023	\$222.76	\$546.84	\$769.60	\$21.24	\$31.86	\$77.25	\$899.95	\$10,618.41
2024	\$233.37	\$536.81	\$770.18	\$20.79	\$31.19	\$78.80	\$900.96	\$10,395.65
2025	\$243.98	\$526.31	\$770.29	\$20.32	\$30.49	\$80.37	\$901.47	\$10,162.28
2026	\$254.58	\$515.33	\$769.91	\$19.84	\$29.75	\$81.99	\$901.49	\$9,918.30
2027	\$265.19	\$503.88	\$769.07	\$19.32	\$28.99	\$83.62	\$901.00	\$9,663.72
2028	\$275.80	\$491.94	\$767.74	\$18.79	\$28.20	\$85.30	\$900.03	\$9,398.53
2029	\$297.02	\$477.80	\$774.82	\$18.25	\$27.37	\$87.00	\$907.44	\$9,122.73
2030	\$307.63	\$462.59	\$770.22	\$17.65	\$26.48	\$88.74	\$903.09	\$8,825.71
2031	\$328.84	\$446.81	\$775.65	\$17.04	\$25.55	\$90.51	\$908.75	\$8,518.08
2032	\$339.45	\$429.96	\$769.41	\$16.38	\$24.57	\$92.33	\$902.69	\$8,189.24
2033	\$360.67	\$412.57	\$773.24	\$15.70	\$23.55	\$94.17	\$906.66	\$7,849.79
2034	\$381.88	\$394.08	\$775.96	\$14.98	\$22.46	\$96.06	\$909.46	\$7,489.12
2035	\$392.49	\$374.51	\$767.00	\$14.22	\$21.32	\$97.98	\$900.52	\$7,107.24
2036	\$413.70	\$354.40	\$768.10	\$13.43	\$20.14	\$99.93	\$901.60	\$6,714.75
2037	\$434.92	\$333.19	\$768.11	\$12.60	\$18.90	\$101.94	\$901.55	\$6,301.05
2038	\$456.14	\$310.91	\$767.05	\$11.74	\$17.60	\$103.97	\$900.36	\$5,866.13
2039	\$487.96	\$286.73	\$774.69	\$10.82	\$16.23	\$106.06	\$907.80	\$5,409.99
2040	\$509.18	\$260.87	\$770.05	\$9.84	\$14.77	\$108.18	\$902.84	\$4,922.03
2041	\$541.00	\$233.88	\$774.88	\$8.82	\$13.24	\$110.34	\$907.28	\$4,412.85
2042	\$562.21	\$205.21	\$767.42	\$7.75	\$11.62	\$112.55	\$899.34	\$3,871.85
2043	\$594.04	\$175.41	\$769.45	\$6.62	\$9.93	\$114.80	\$900.80	\$3,309.64
2044	\$625.86	\$143.92	\$769.78	\$5.43	\$8.15	\$117.09	\$900.45	\$2,715.60
2045	\$657.69	\$110.75	\$768.44	\$4.18	\$6.27	\$119.44	\$898.33	\$2,089.74
2046	\$700.11	\$75.89	\$776.00	\$2.86	\$4.30	\$121.82	\$904.98	\$1,432.05
2047	\$731.94	\$38.79	\$770.73	\$1.47	\$2.19	\$124.26	\$898.65	\$731.94
Total	\$10,830.57	\$9,205.76	\$20,036.33	\$351.75	\$527.61	\$2,550.24	\$23,465.93	

(a) Tax Year 2022 corresponds to Bond Year 2023. Assessments are due January 31 of Bond Year.

(b) Assumes Annual Installment has not been paid for the Year.

41'-Lot Type

Parcel ID						
R573907	R573908	R573923	R573924	R573925	R573926	R573927
R573928	R573929	R573930	R573932	R573933	R573935	R573936
R573937	R573938	R573939	R573940	R573941	R573943	R573944
R573945	R573946	R573947	R573949	R573950	R573951	R573952
R573953	R573954	R573955	R573956	R573957	R573958	R573959
R573960	R573961	R573962	R573963	R573964	R573966	R573967
R573968	R573969	R573970	R573972	R573973	R573974	R587412
R587413	R587414	R587416	R587417	R587418	R587419	R587420
R587421	R587423	R587424	R587426	R587427	R587428	R587429
R587430	R587431	R587432	R587433	R587434	R587435	R587436
R587437	R587439	R587440	R587441	R587442	R587443	R587444
R587445	R587446	R587447	R587448	R587449	R587450	R587451
R587452	R587453	R587454	R587455	R587456	R587457	R587458
R587459	R587461	R587462	R587463	R587464	R587465	R587466
R587467	R587468	R598737	R598738	R598739	R598740	R598741
R598742	R598743	R598745	R598746	R598747	R598748	R598749
R598750	R598751	R598752	R598753	R598754	R598755	R598756
R598757	R598758	R598759	R598760	R598761	R598762	R598763
R598764	R598766	R598767	R598768	R598769	R598770	R598771
R598772	R598773	R598774	R573942	R587415	R587425	

Appendix A
Crystal Springs PID
Revised Annual Installments

Lot Type: 41

Tax Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Administrative Expenses	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service					
2022	\$247.87	\$650.06	\$897.93	\$25.30	\$37.97	\$88.50	\$1,049.70	\$12,654.20
2023	\$260.27	\$638.91	\$899.18	\$24.82	\$37.22	\$90.26	\$1,051.48	\$12,406.33
2024	\$272.67	\$627.20	\$899.87	\$24.29	\$36.44	\$92.07	\$1,052.67	\$12,146.06
2025	\$285.06	\$614.93	\$899.99	\$23.75	\$35.62	\$93.91	\$1,053.27	\$11,873.39
2026	\$297.46	\$602.10	\$899.56	\$23.18	\$34.77	\$95.79	\$1,053.30	\$11,588.33
2027	\$309.85	\$588.71	\$898.56	\$22.58	\$33.87	\$97.70	\$1,052.71	\$11,290.87
2028	\$322.24	\$574.78	\$897.02	\$21.96	\$32.94	\$99.65	\$1,051.57	\$10,981.02
2029	\$347.03	\$558.25	\$905.28	\$21.32	\$31.98	\$101.65	\$1,060.23	\$10,658.78
2030	\$359.42	\$540.47	\$899.89	\$20.62	\$30.94	\$103.68	\$1,055.13	\$10,311.75
2031	\$384.21	\$522.05	\$906.26	\$19.90	\$29.86	\$105.76	\$1,061.78	\$9,952.33
2032	\$396.60	\$502.36	\$898.96	\$19.13	\$28.70	\$107.87	\$1,054.66	\$9,568.12
2033	\$421.39	\$482.03	\$903.42	\$18.35	\$27.52	\$110.03	\$1,059.32	\$9,171.52
2034	\$446.18	\$460.43	\$906.61	\$17.50	\$26.25	\$112.23	\$1,062.59	\$8,750.13
2035	\$458.58	\$437.57	\$896.15	\$16.61	\$24.92	\$114.47	\$1,052.15	\$8,303.95
2036	\$483.37	\$414.07	\$897.44	\$15.69	\$23.54	\$116.76	\$1,053.43	\$7,845.37
2037	\$508.15	\$389.30	\$897.45	\$14.73	\$22.08	\$119.10	\$1,053.36	\$7,362.00
2038	\$532.94	\$363.25	\$896.19	\$13.71	\$20.56	\$121.48	\$1,051.94	\$6,853.85
2039	\$570.12	\$335.01	\$905.13	\$12.64	\$18.96	\$123.91	\$1,060.64	\$6,320.91
2040	\$594.91	\$304.80	\$899.71	\$11.51	\$17.25	\$126.39	\$1,054.86	\$5,750.79
2041	\$632.10	\$273.26	\$905.36	\$10.31	\$15.46	\$128.92	\$1,060.05	\$5,155.88
2042	\$656.88	\$239.76	\$896.64	\$9.04	\$13.57	\$131.50	\$1,050.75	\$4,523.78
2043	\$694.06	\$204.94	\$899.00	\$7.74	\$11.61	\$134.12	\$1,052.47	\$3,866.90
2044	\$731.24	\$168.16	\$899.40	\$6.34	\$9.52	\$136.80	\$1,052.06	\$3,172.84
2045	\$768.42	\$129.41	\$897.83	\$4.89	\$7.33	\$139.55	\$1,049.60	\$2,441.60
2046	\$818.00	\$88.68	\$906.68	\$3.35	\$5.02	\$142.34	\$1,057.39	\$1,673.18
2047	\$855.18	\$45.33	\$900.51	\$1.71	\$2.56	\$145.18	\$1,049.96	\$855.18
Total	\$12,654.20	\$10,755.82	\$23,410.02	\$410.97	\$616.46	\$2,979.62	\$27,417.07	

(a) Tax Year 2022 corresponds to Bond Year 2023. Assessments are due January 31 of Bond Year.

(b) Assumes Annual Installment has not been paid for the Year.

50'-Lot Type (A)

Parcel ID						
R580781	R580782	R580783	R580784	R580785	R580786	R580787
R580788	R580789	R580790	R580791	R580792	R580793	R580794
R580795	R580796	R580797	R580798	R580799	R580800	R580801
R580802	R580803	R580804	R580805	R580806	R580807	R580808
R580809	R580810	R580811	R580812	R580813	R580814	R582904
R596093	R596094	R596095	R596096	R596097	R596098	R596099
R596100	R596101	R596102	R596103	R596104	R596105	R596106
R596107	R596108	R596109	R596110	R596111	R596112	R596113
R596114	R596115	R596116	R596117	R596118	R596119	R596120
R596121	R596122	R596123	R596124	R612874	R612875	R612876
R612877	R612878	R612879	R612880	R612881	R612882	R612883
R612884	R612885	R612886	R612887	R612888	R612889	R612890
R612891	R612892	R612893	R612894	R612895	R612896	R612897

Appendix A
Crystal Springs PID
Revised Annual Installments

Lot Type: 50

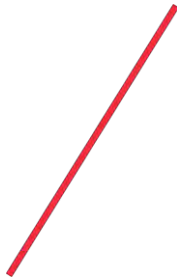
Tax Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Administrative Expenses	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service					
2022	\$294.78	\$773.05	\$1,067.83	\$30.10	\$45.15	\$105.24	\$1,248.32	\$15,048.11
2023	\$309.51	\$759.78	\$1,069.29	\$29.50	\$44.26	\$107.34	\$1,250.39	\$14,753.33
2024	\$324.25	\$745.85	\$1,070.10	\$28.88	\$43.33	\$109.49	\$1,251.80	\$14,443.82
2025	\$338.98	\$731.26	\$1,070.24	\$28.24	\$42.35	\$111.68	\$1,252.51	\$14,119.57
2026	\$353.73	\$716.01	\$1,069.74	\$27.56	\$41.34	\$113.91	\$1,252.55	\$13,780.59
2027	\$368.47	\$700.08	\$1,068.55	\$26.85	\$40.28	\$116.19	\$1,251.87	\$13,426.86
2028	\$383.20	\$683.50	\$1,066.70	\$26.11	\$39.17	\$118.51	\$1,250.49	\$13,058.39
2029	\$412.69	\$663.87	\$1,076.56	\$25.35	\$38.03	\$120.88	\$1,260.82	\$12,675.19
2030	\$427.42	\$642.71	\$1,070.13	\$24.53	\$36.79	\$123.29	\$1,254.74	\$12,262.50
2031	\$456.89	\$620.81	\$1,077.70	\$23.67	\$35.50	\$125.77	\$1,262.64	\$11,835.08
2032	\$471.63	\$597.40	\$1,069.03	\$22.75	\$34.14	\$128.28	\$1,254.20	\$11,378.19
2033	\$501.11	\$573.23	\$1,074.34	\$21.82	\$32.72	\$130.84	\$1,259.72	\$10,906.56
2034	\$530.59	\$547.55	\$1,078.14	\$20.81	\$31.22	\$133.46	\$1,263.63	\$10,405.45
2035	\$545.33	\$520.35	\$1,065.68	\$19.75	\$29.62	\$136.13	\$1,251.18	\$9,874.86
2036	\$574.81	\$492.40	\$1,067.21	\$18.65	\$27.99	\$138.86	\$1,252.71	\$9,329.53
2037	\$604.29	\$462.95	\$1,067.24	\$17.51	\$26.26	\$141.63	\$1,252.64	\$8,754.72
2038	\$633.76	\$431.98	\$1,065.74	\$16.30	\$24.45	\$144.46	\$1,250.95	\$8,150.43
2039	\$677.98	\$398.39	\$1,076.37	\$15.04	\$22.55	\$147.35	\$1,261.31	\$7,516.67
2040	\$707.45	\$362.45	\$1,069.90	\$13.68	\$20.52	\$150.30	\$1,254.40	\$6,838.69
2041	\$751.67	\$324.96	\$1,076.63	\$12.26	\$18.40	\$153.31	\$1,260.60	\$6,131.24
2042	\$781.14	\$285.11	\$1,066.25	\$10.76	\$16.14	\$156.38	\$1,249.53	\$5,379.57
2043	\$825.36	\$243.72	\$1,069.08	\$9.19	\$13.80	\$159.50	\$1,251.57	\$4,598.43
2044	\$869.58	\$199.98	\$1,069.56	\$7.55	\$11.32	\$162.69	\$1,251.12	\$3,773.07
2045	\$913.79	\$153.88	\$1,067.67	\$5.80	\$8.71	\$165.95	\$1,248.13	\$2,903.49
2046	\$972.74	\$105.46	\$1,078.20	\$3.98	\$5.97	\$169.26	\$1,257.41	\$1,989.70
2047	\$1,016.96	\$53.90	\$1,070.86	\$2.03	\$3.05	\$172.65	\$1,248.59	\$1,016.96
Total	\$15,048.11	\$12,790.63	\$27,838.74	\$488.67	\$733.06	\$3,543.35	\$32,603.82	

(a) Tax Year 2022 corresponds to Bond Year 2023. Assessments are due January 31 of Bond Year.

(b) Assumes Annual Installment has not been paid for the Year.

APPENDIX B

City of Leander
Annual Service and Assessment Plan (SAP) Update (2022)
Crystal Springs Public Improvement District



AGGREGATE AMORTIZATION

Appendix A
Crystal Springs PID
Revised Annual Installments

Lot Type: Total

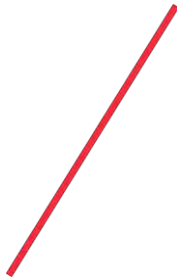
Tax Year (a)	PID Bonds			Prepayment Reserve	Delinquency Reserve	Administrative Expenses	Annual Installment	Assessment Balance (b)
	Principal	Interest	Net Debt Service					
2022	\$100,000.00	\$259,866.25	\$359,866.25	\$10,120.00	\$15,180.00	\$35,170.30	\$420,336.55	\$5,060,000.00
2023	\$105,000.00	\$255,366.25	\$360,366.25	\$9,920.00	\$14,880.00	\$35,871.05	\$421,037.30	\$4,960,000.00
2024	\$110,000.00	\$250,641.25	\$360,641.25	\$9,710.00	\$14,565.00	\$36,590.31	\$421,506.56	\$4,855,000.00
2025	\$115,000.00	\$245,691.25	\$360,691.25	\$9,490.00	\$14,235.00	\$37,320.87	\$421,737.12	\$4,745,000.00
2026	\$120,000.00	\$240,516.25	\$360,516.25	\$9,260.00	\$13,890.00	\$38,069.46	\$421,735.71	\$4,630,000.00
2027	\$125,000.00	\$235,116.25	\$360,116.25	\$9,020.00	\$13,530.00	\$38,828.47	\$421,494.72	\$4,510,000.00
2028	\$130,000.00	\$229,491.25	\$359,491.25	\$8,770.00	\$13,155.00	\$39,605.51	\$421,021.76	\$4,385,000.00
2029	\$140,000.00	\$222,828.75	\$362,828.75	\$8,510.00	\$12,765.00	\$40,397.48	\$424,501.23	\$4,255,000.00
2030	\$145,000.00	\$215,653.75	\$360,653.75	\$8,230.00	\$12,345.00	\$41,204.33	\$422,433.08	\$4,115,000.00
2031	\$155,000.00	\$208,222.50	\$363,222.50	\$7,940.00	\$11,910.00	\$42,029.72	\$425,102.22	\$3,970,000.00
2032	\$160,000.00	\$200,278.75	\$360,278.75	\$7,630.00	\$11,445.00	\$42,870.87	\$422,224.62	\$3,815,000.00
2033	\$170,000.00	\$192,078.75	\$362,078.75	\$7,310.00	\$10,965.00	\$43,726.95	\$424,080.70	\$3,655,000.00
2034	\$180,000.00	\$183,366.25	\$363,366.25	\$6,970.00	\$10,455.00	\$44,602.88	\$425,394.13	\$3,485,000.00
2035	\$185,000.00	\$174,141.25	\$359,141.25	\$6,610.00	\$9,915.00	\$45,494.17	\$421,160.42	\$3,305,000.00
2036	\$195,000.00	\$164,660.00	\$359,660.00	\$6,240.00	\$9,360.00	\$46,403.09	\$421,663.09	\$3,120,000.00
2037	\$205,000.00	\$154,666.25	\$359,666.25	\$5,850.00	\$8,775.00	\$47,333.19	\$421,624.44	\$2,925,000.00
2038	\$215,000.00	\$144,160.00	\$359,160.00	\$5,440.00	\$8,160.00	\$48,277.77	\$421,037.77	\$2,720,000.00
2039	\$230,000.00	\$132,765.00	\$362,765.00	\$5,010.00	\$7,515.00	\$49,245.35	\$424,535.35	\$2,505,000.00
2040	\$240,000.00	\$120,575.00	\$360,575.00	\$4,550.00	\$6,825.00	\$50,230.56	\$422,180.56	\$2,275,000.00
2041	\$255,000.00	\$107,855.00	\$362,855.00	\$4,070.00	\$6,105.00	\$51,235.19	\$424,265.19	\$2,035,000.00
2042	\$265,000.00	\$94,340.00	\$359,340.00	\$3,560.00	\$5,340.00	\$52,261.03	\$420,501.03	\$1,780,000.00
2043	\$280,000.00	\$80,295.00	\$360,295.00	\$3,030.00	\$4,545.00	\$53,304.02	\$421,174.02	\$1,515,000.00
2044	\$295,000.00	\$65,455.00	\$360,455.00	\$2,470.00	\$3,705.00	\$54,368.70	\$420,998.70	\$1,235,000.00
2045	\$310,000.00	\$49,820.00	\$359,820.00	\$1,880.00	\$2,820.00	\$55,460.01	\$419,980.01	\$940,000.00
2046	\$330,000.00	\$33,390.00	\$363,390.00	\$1,260.00	\$1,890.00	\$56,566.68	\$423,106.68	\$630,000.00
2047	\$300,000.00	\$15,900.00	\$315,900.00	\$600.00	\$900.00	\$57,698.17	\$375,098.17	\$300,000.00
Total	\$5,060,000.00	\$4,277,140.00	\$9,337,140.00	\$163,450.00	\$245,175.00	\$1,184,166.13	\$10,929,931.13	

(a) Tax Year 2022 corresponds to Bond Year 2023. Assessments are due January 31 of Bond Year.

(b) Assumes Annual Installment has not been paid for the Year.

APPENDIX C

City of Leander
Annual Service and Assessment Plan (SAP) Update (2022)
Crystal Springs Public Improvement District



**BUYER DISCLOSURE
FORM**

**Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This Notice requirement does not apply to a transfer:

- 1) Under a court order or foreclosure;
- 2) By a trustee in bankruptcy;
- 3) To a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) By a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) By a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) From one co-owner to another co-owner of an undivided interest in the real property;
- 7) To or from a government entity; or,
- 8) Of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to the prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exception, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchase and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

**Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)**

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO LEANDER, TEXAS
CRYSTAL SPRINGS PUBLIC IMPROVEMENT DISTRICT

CONCERNING THE FOLLOWING PROPERTY

As the purchaser of the real property described above, you are obligated to pay assessments to Leander, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within **Crystal Springs Public Improvement District** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Leander. The exact amount of each annual installment will be approved each year by Leander City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Leander.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

**Texas Property Code Section 5.014(A) Notice
(Required Before Contract Execution)**

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Buyer (Print Name)	Signature	Date
--------------------	-----------	------

Buyer (Print Name)	Signature	
--------------------	-----------	--

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

Seller (Print Name)	Signature	Date
---------------------	-----------	------

Seller (Print Name)	Signature	Date
---------------------	-----------	------

Texas Property Code Section 5.0143 Notice
(Required At Closing And Must Be Recorded In Williamson County Deed Of Records)

AFTER RECORDING RETURN TO:

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO LEANDER, TEXAS
CRYSTAL SPRINGS PUBLIC IMPROVEMENT DISTRICT

CONCERNING THE FOLLOWING PROPERTY

As the purchaser of the real property described above, you are obligated to pay assessments to Leander, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within **Crystal Springs Public Improvement District** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Leander. The exact amount of each annual installment will be approved each year by Leander City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Leander.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Texas Property Code Section 5.0143 Notice
(Required At Closing And Must Be Recorded In Williamson County Deed Of Records)

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

Buyer (Print Name)	Signature	Date
--------------------	-----------	------

Buyer (Print Name)	Signature	
--------------------	-----------	--

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__

Notary Public, State of Texas

Texas Property Code Section 5.0143 Notice
(Required At Closing And Must Be Recorded In Williamson County Deed Of Records)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

Seller (Print Name)	Signature	Date
---------------------	-----------	------

Seller (Print Name)	Signature	
---------------------	-----------	--

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__

Notary Public, State of Texas



www.FinanceDTA.com

8117 PRESTON ROAD, SUITE 300
DALLAS, TX 75225
PHONE: (800) 969-4DTA

Public Finance
Public-Private Partnerships
Development Economics
Clean Energy Bonds

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER APPROVING AN ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN FOR CALENDAR YEAR 2022 FOR THE CRYSTAL SPRINGS PUBLIC IMPROVEMENT DISTRICT; APPORTIONING ASSESSMENTS AMONG SUBDIVIDED LOTS WITHIN THE DISTRICT; AND ADJUSTING BOUNDARIES BETWEEN ASSESSABLE AND NON-ASSESSABLE LAND

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

PART 1. Findings. The City Council finds that:

- (A) Chapter 372 (*Public Improvement District Assessment Act*) of the Texas Local Government Code (the “Act”) authorized the creation of the Crystal Springs Public Improvement District (the “District”)
- (B) On March 16, 2017, the City Council passed Resolution No. 17-010-00, which approved the creation of the District in accordance with its findings.
- (C) On May 3, 2018, the City Council passed Ordinance No. 18-029-00, which approved the Service and Assessment Plan and Budget for the District and levied Special Assessments against assessable property within the District. The Service and Assessment Plan adopted on May 3, 2018 and subsequently adopted updates and amendments are herein referred to as the Service and Assessment Plan.
- (D) The Service and Assessment Plan provides that, as parcels within the District are subdivided, the Special Assessments will be reallocated and apportioned among the resulting lots.
- (E) Property within the District was subdivided after the passage of Ordinance No. 18-029-00, and this Ordinance reallocates the Special Assessments levied pursuant to Ordinance No. 18-029-00 among the resulting lots as contemplated in the Service and Assessment Plan and as provided in the Annual Service Plan Update to the Service and Assessment Plan dated September 1, 2022, attached hereto as Exhibit A (the “SAP Update”).
- (F) The City Council finds that the proposed SAP Update, including the Assessment Roll, is necessary to fund debt service payments on debt issued to enhance the District.
- (G) The proposed assessment roll attached as part of Exhibit A to this ordinance was filed with the City Secretary, and such filing is hereby ratified and confirmed.
- (H) On September 1, 2022, the City Council held a public hearing, properly noticed under the Act, to consider the proposed SAP Update and the updated Assessment Roll included therein which reallocates and apportions the assessments levied on the

assessable property within the District among lots resulting from the subdivision of property within the District after adoption of Ordinance No. 18-029-00.

- (I) At the September 1, 2022 public hearing, the City Council heard each objection to the proposed SAP Update, found in each case that the reallocation of assessments among the parcels subdivided after adoption of Ordinance No. 18-029-00 are reasonable and consistent with Ordinance No. 18-029-00 and the special benefits conferred by the District, and passed on each objection before it closed the public hearing.
- (J) The reallocation of assessments as set out in the Assessment Roll included as part of Exhibit A, attached to and incorporated in this ordinance:
 - (1) should be made against the property and property owners within the District;
 - (2) are in proportion to the benefits to the property for the services and improvements in the District;
 - (3) establish substantial justice, equality, and uniformity in the amount assessed against each property owner for the benefits received and burdens imposed; and
 - (4) are consistent with Ordinance No. 18-029-00.
- (K) In each case, the property subject to reallocated assessments is benefited by the services and improvements provided in the District.
- (L) The exclusion of certain property from reallocation of the assessment is reasonable because doing so is consistent with Ordinance No. 18-029-00 and the excluded property will not receive a benefit from the District that is sufficient to justify an assessment and the exclusions promote efficient management of the District.
- (M) The procedures followed and apportionment of the cost of the services and improvements in the District comply with applicable law and the purpose for which the District was formed.
- (N) The reallocated assessments are in proportion to the estimated average buildout values for the property, as provided in Section III of the SAP Update.

PART 2. Exemptions and Exclusions. The City Council exempts the following from payment of the assessment and excludes from the roll:

- (A) property of the City used for public purpose;
- (B) property owned by Williamson County and property owned by political subdivisions of the State of Texas and used for public purpose;
- (C) other property that is excluded by law or by agreement of the City and the petitioners.

PART 3. SAP Update. The SAP Update, including the Assessment Roll included as part of Exhibit A, is hereby approved.

PART 4. Reallocation of Assessments. The assessments and annual installments shown on the Assessment Roll adopted under Ordinance No. 18-029-00 are hereby reallocated among the

properties in the District and identified by the Williamson Central Appraisal District records as provided in the Assessment Roll included in Exhibit A, the SAP Update.

PART 5. Liability of Multiple Owners. Each owner of property in the District owned by two or more individuals or entities is personally liable for the amount of the assessment equal to the share of the total assessment against the property based on the owner's partial interest in the total property ownership. A property owner's interest in property may be released from an assessment lien if the owner pays the owner's proportionate share of an assessment.

PART 6. Interest and Lien.

- (A) An assessment shown on the Assessment Roll in Exhibit A:
 - (1) accrues interest at the rate set forth in the Service and Assessment Plan, as modified by the SAP Update;
 - (2) accrues interest, penalties, and attorneys' fees in the same manner as a delinquent ad valorem tax, until paid; and
 - (3) is a lien on the property shown in Exhibit A and the personal liability of the property owner.

PART 7. Due Date and Collection. An assessment may be paid in a lump sum or may be paid in annual installments as set forth herein and in the SAP Update. Annual Installments for each parcel set forth in the Assessment Roll shall be due on October 1st of the year in which the particular annual installment amount is listed, and shall be delinquent if not paid by February 1st of the following year. If a property owner defaults on payment of an assessment against the owner's property, the City Manager may cause the filing of a suit to collect the assessment and may initiate a lien foreclosure, including interest, penalties, costs and attorneys' fees.

PART 8. Annual Review of Plan. The Administrator shall, in August of each year or as soon thereafter as practical, prepare and submit to the City Council for its review and approval an update to the Annual Service and Assessment Plan to allow for billing and collection of Annual Installments.

PART 9. Statutory Authority. The reallocation of assessments and the SAP Update adopted herein are made under the authority of Chapter 372 (*Public Improvement District Assessment Act*) of the Texas Local Government Code.

PART 10. Severability. The provisions of this ordinance are severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of this ordinance.

PART 11. This ordinance takes effect on September 1, 2022.

PASSED AND APPROVED on this 1st day of September, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A

**City of Leander
Crystal Springs Public Improvement District
Annual Service Plan Update to the Service and Assessment Plan
Dated September 1, 2022**



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

Conduct a Public Hearing 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.

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

BACKGROUND:

This request is the second step in the zoning process.

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

APPLICANT/AGENT:

SUNRhea Design, LLC (Jim Bechtol) on behalf of RCG Enclave at Crystal Falls, LLC (Lynn Yuan).

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval during the August 11th meeting with the condition that the first phase shall include 4,000 square feet of commercial instead of 2,000 square feet.

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 and Conceptual Site Layout
8. Letter of Intent
9. Neighborhood Outreach
10. Ordinance
11. P&Z Minutes



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 Comprehensive Plan goal statements**

- Maintain and/or improve affordability and diversity in the housing market.
- Provide new Commercial development opportunity;

Applicable Future Land Use 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:

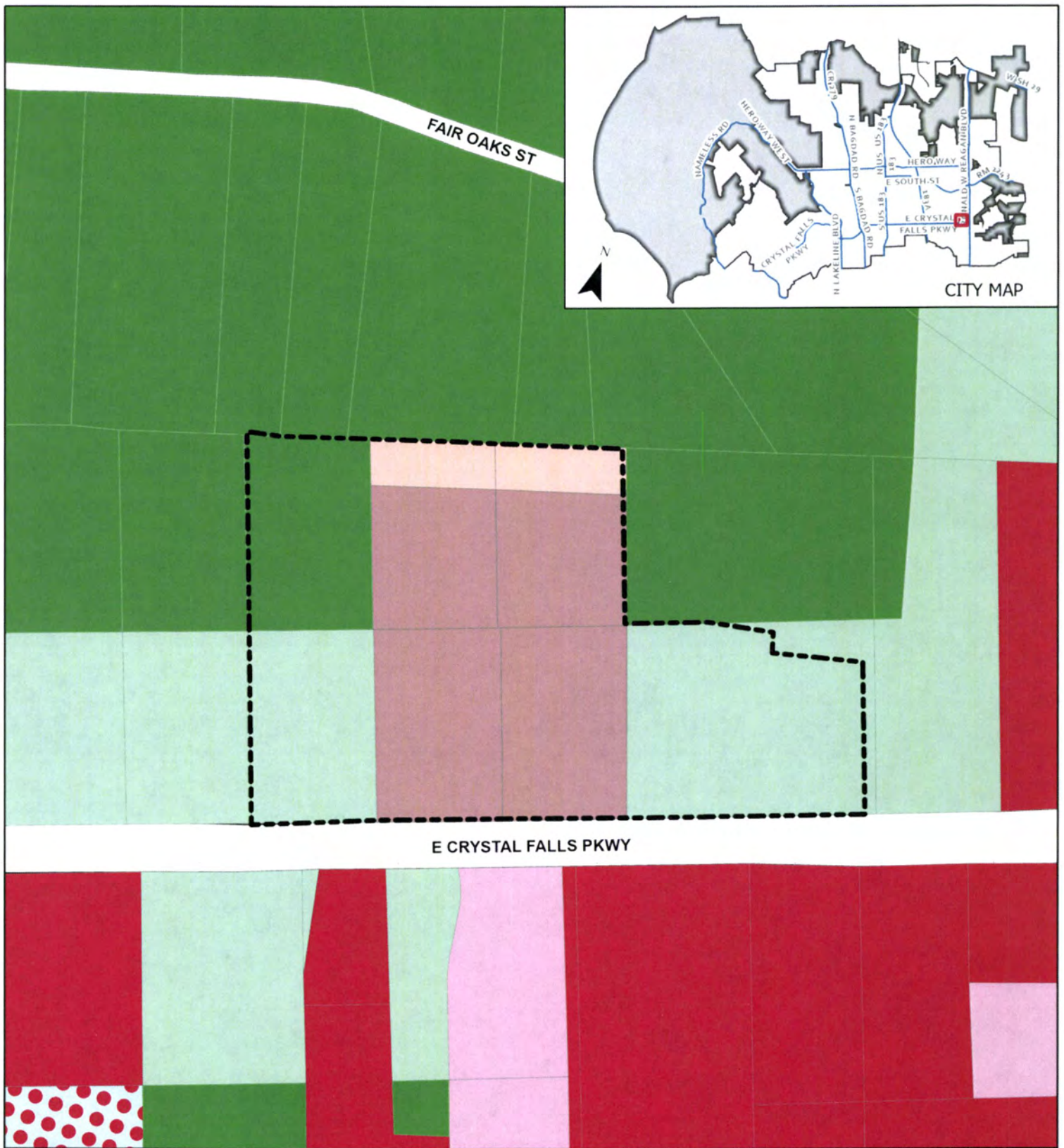
The Comprehensive Plan Future Land Use map designates this area as both Multi-Use Corridor and Priority Neighborhood Center. The Multi-Use Corridor identifies Two-Family zoning as a compatible use when the residential use does not exceed forty (40%) of the project or area and combined with a commercial 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.

- Animal boarding
- Bar, Nightclub or private club
- Equipment sales, repair and service
- Farms or truck gardens, limited to the propagation and cultivation of plants.
- Funeral Home, including embalming and crematory facilities associated with an onsite funeral home or cemetery.
- Manufacturing Housing sales and accessory building sales
- Outdoor nursery
- Transportation related facilities including commercial parking lots, passenger terminals, taxi cap and mass transit terminals.
- New vehicle sales, rental or leasing, repair of new and used vehicles, body shop.
- 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 herein provided.

Leander City Limits

ETJ

Subject Area

SFR - Single-Family Rural

SFS - Single-Family Suburban

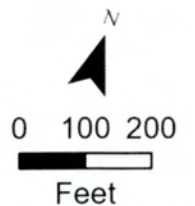
LO - Local Office

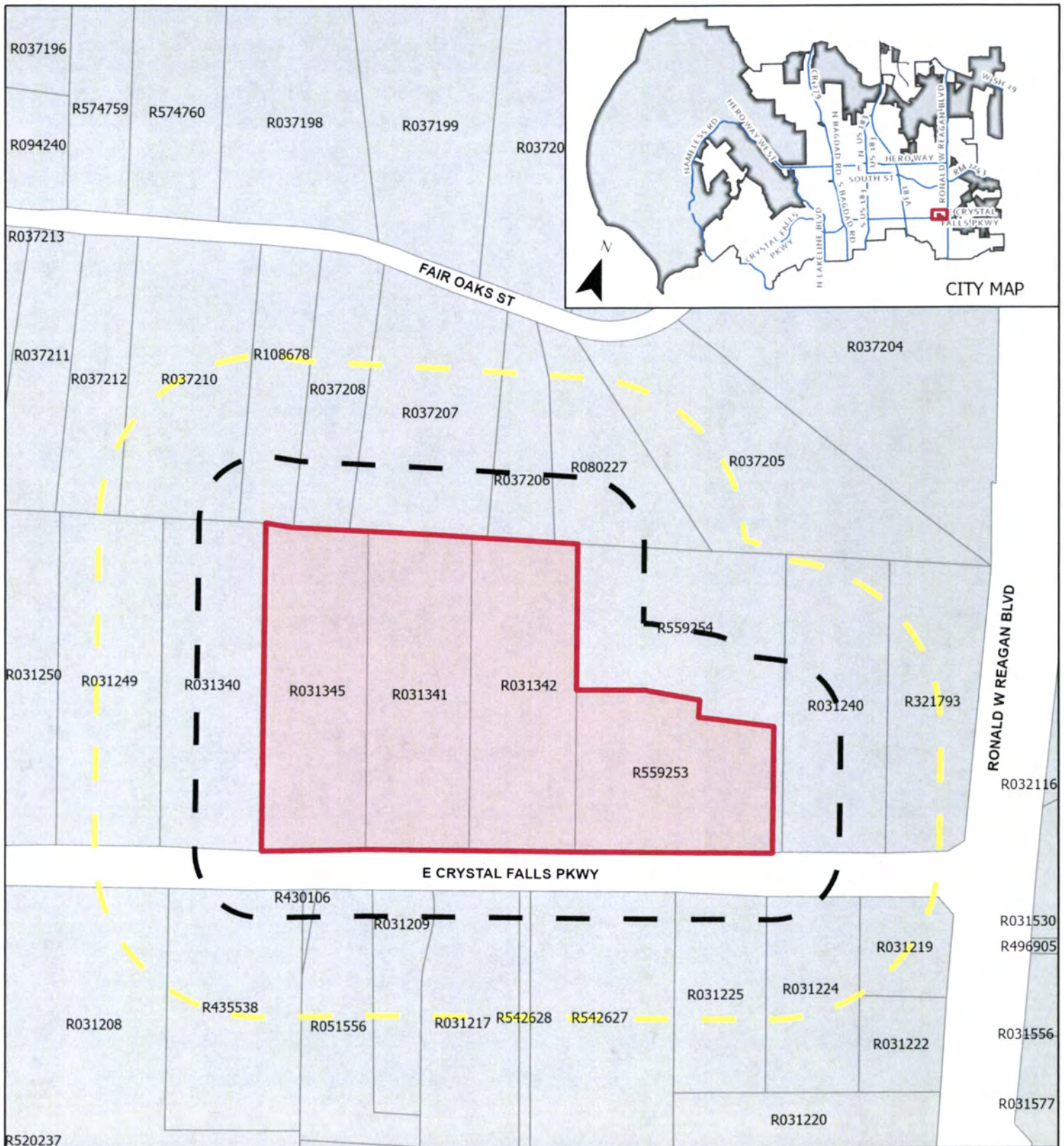
LC - Local Commercial

GC - General Commercial

HC - Heavy Commercial

PUD - General Commercial





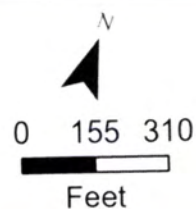
CASE: 22-Z-007

ATTACHMENT 4

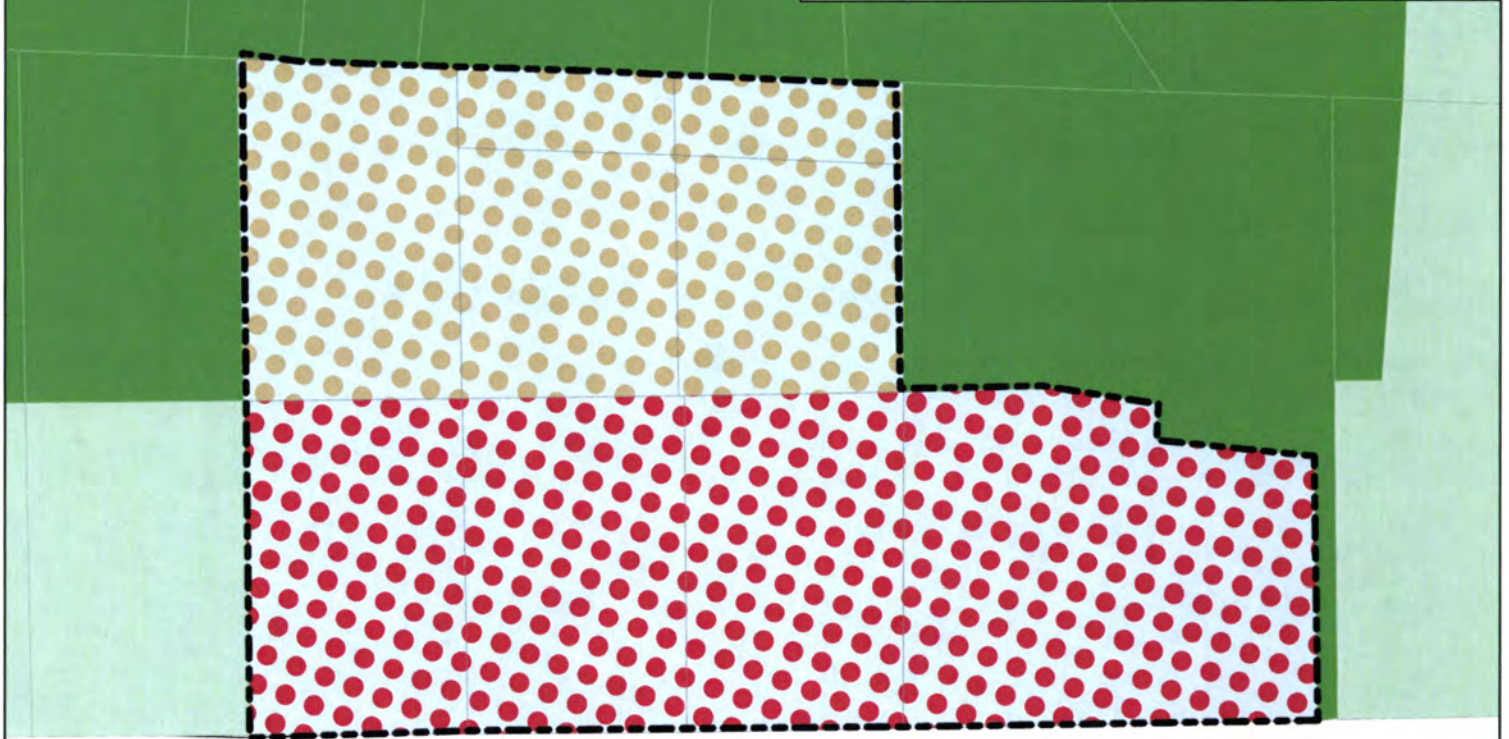
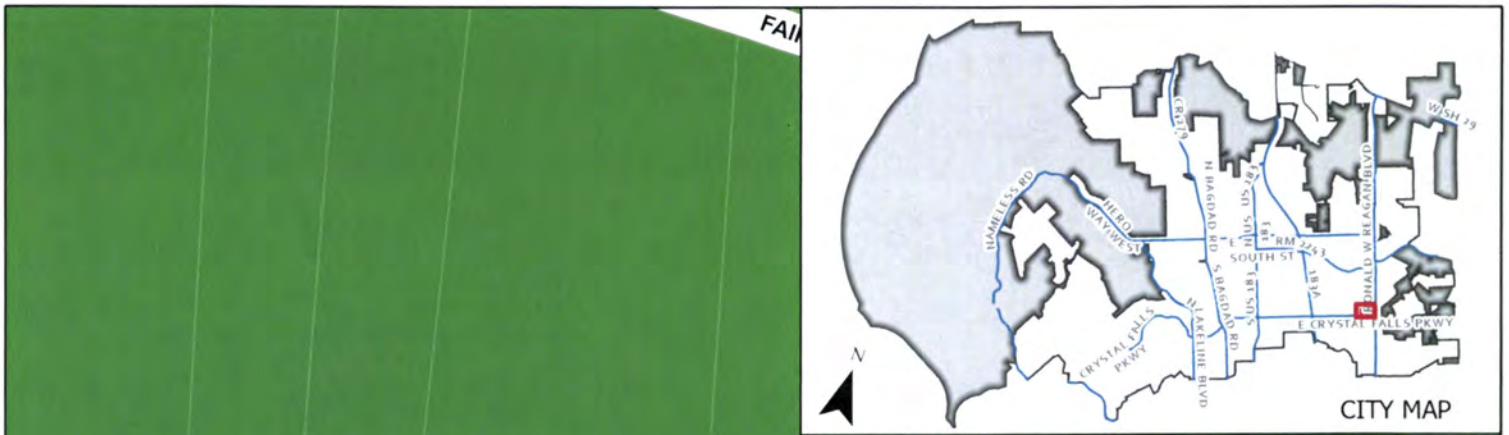
ENCLAVE AT
CRYSTAL FALLS PUD

Public Notification

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- Subject Area
- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ



E CRYSTAL FALLS PKWY



CASE: 22-Z-007

ATTACHMENT 5

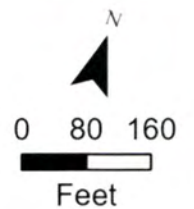
ENCLAVE AT
CRYSTAL FALLS PUD

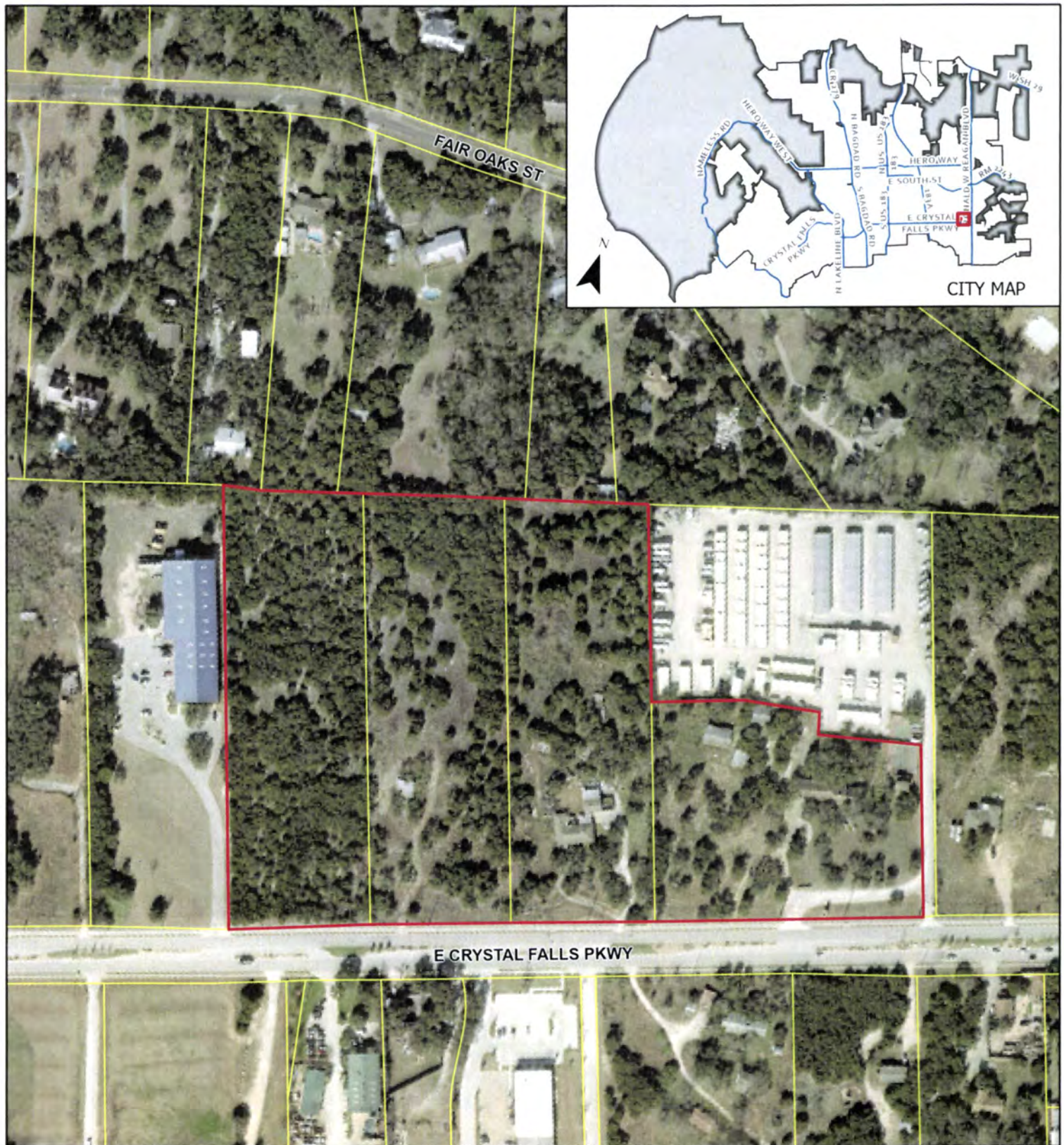
Proposed Zoning

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- Leander City Limits
- Subject Area
- SFR - Single-Family Rural
- SFS - Single-Family Suburban

- GC - General Commercial
- HC - Heavy Commercial
- PUD - Multi-Family
- PUD - General Commercial



[illegible]

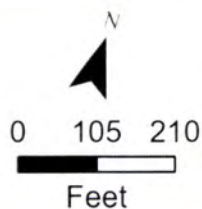
CASE: 22-Z-007

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 herein provided.



-  Leander City Limits
 Leander ETJ
 Subject Area

EXHIBIT A

Enclave at Crystal Falls Planned Unit Development

A. Purpose and Intent

1. The Enclave at Crystal Falls PUD is comprised of approximately 19.534 acres, as shown in **Exhibit B**. 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. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, entitled **Exhibit A**.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.
 - GC-2-A (General Commercial)
 - TF-2-A (Two-Family)

C. Conceptual Site Layout & Land Use Plan

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

D. Allowable / Prohibited Uses

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. Development Standards

1. The residential portion shall comply with the following standards:

Table 1 – Development Standards for Attached Unit Site Plan

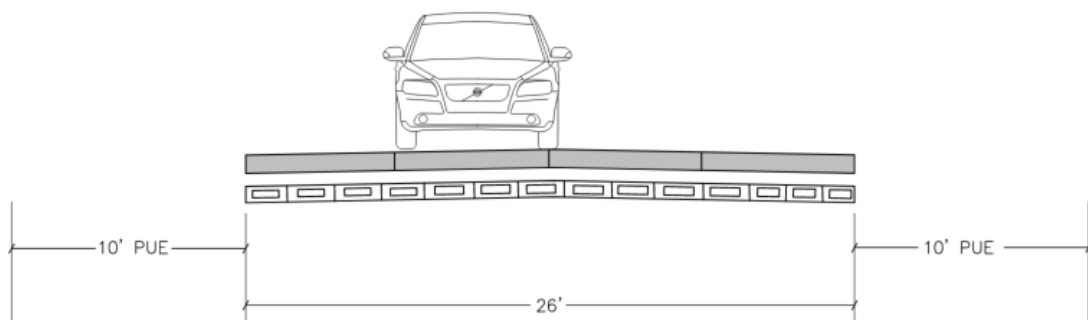
	TF (Two-family)
Front Setback (min from back of curb)	18 ft.
Drive Side Setback (min from back of curb)	10 ft.
Rear Setback (min)	20 ft.
Building Separation (min)	10 ft.*

**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. Transportation

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. Architectural Standards & Parking Requirements

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. Walls, Fencing and Landscaping

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. Phasing

1. Phase 1 of this project shall include two thousand (2,000) 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.

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%)

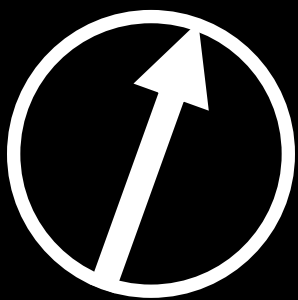
Total Site
19.543 acres

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

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.

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 16th 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.

DocuSigned by:

David Cavalier

Signature: _____

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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, Deputy 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 2 – John Cosgrove, *Chair*
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – Gary Hampton, Jr.
Place 6 – Laura Lantrip
Place 7 – Rick Carpenter

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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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 (3) parcels of land approximately 5.954 acres $\pm$ 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.

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

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

03/01/2012 – Approved zoning change from SFU-2-B to LC-2-B
08/11/2022 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

SUNRhea Design (Jim Bechtol) on behalf of Trinity Texas Builders (Sijo Vadakkan).

RECOMMENDATION:

The Planning & Zoning Commission recommended approval during the August 11th meeting with the condition that the density is reduced to 10 units per acre with a 4 to 2 vote (Commissioners Mahan and May opposing). Staff recommends that the PUD is updated to allow for 20 units. The Commission recommendation would result in an odd number of units and this project is proposed to be a duplex development.

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 and Conceptual Site Layout
8. Letter of Intent
9. Neighborhood Outreach
10. Ordinance
11. P&Z Minutes



PLANNING ANALYSIS

ZONING CASE 22-Z-016 SAUTERNE CENTER PUD

GENERAL INFORMATION

Owner/Agent: SUNRhea Design (Jim Bechtol) on behalf of Trinity Texas Builders (Sijo Vadakkan).

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

Proposed Zoning: PUD (Planned Unit Development) with below base zoning:
LC-2-A (Local Commercial)
TF-2-A (Two Family)

Size and Location: The property is generally located to the southwest of the intersection of Lakeline Blvd and Sauterne Drive on the west side of N Lakeline Blvd, including approximately 5.954 acres.

Staff Contact: Merrily Van Leuven, 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 two family condominium regime and local commercial along N Lakeline Blvd.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

This request includes a portion of this property changing from commercial to residential. The commercial use is approximately 4.079 acres and the residential use is approximately 1.875 acres. This property is to be developed in two phases. Phase one will be the commercial development and phase two will be the residential development.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	LC-2-B	Carneros Ranch Amenity Center
EAST	LC-2-A (LDS Leander PUD)	Commercially zoned undeveloped land.
SOUTH	ETJ	Undeveloped
WEST	ETJ	Undeveloped

SURROUNDING AREA:

This property is located southwest of the intersection of Lakeline Blvd and Sauterne Dr.

PHYSICAL AND NATURAL FEATURES:

This property contains significant tree cover which will be subject to the Leander Tree preservation requirements.

PROPERTY HISTORY:

This property was annexed into the City of Leander on 7/30/2001.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 12-Z-002 requested a zone change from SFU-2-B to LC-2-B and was approved on 3/1/2012.

MAJOR CORRIDORS:

This property has access onto Lakeline Blvd.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes roadway adequacy fees as mentioned during their development meeting on 4/27/2020. These requirements would be reviewed by the Engineering department.

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
Lakeline Blvd	Arterial	Residential corridor	100' ROW 4 Lane 10' sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- No previous subdivision cases.

EXISTING UTILITIES:

Water and wastewater will need to be extended to accommodate development.



CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT****LC – LOCAL COMMERCIAL:**

Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

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.

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**

- Maintain and/or improve affordability and diversity in the housing market.
- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories**Activity Center**

Activity Center areas are the major strategic commercial centers within the community. They are intended to provide opportunity for diverse retail, employment and mixed-use destinations at critical intersections to create dense, value-intense development. These centers are regional in nature and serve a population beyond Leander, and are found on major highways and arterials. Managing access and traffic in these high-volume areas will require planning and coordination. In a changing retail environment, Activity Centers are designed to become community destinations with activities, amenities, shopping, restaurants and places to gather, live and work. These mixed-use centers complement neighborhood centers and the urban development around Leander Station. Individually, these centers are expected to have a differing balance of land use, design, and atmosphere based on their location and context. High-density apartments and lofts are appropriate if designed and connected to the larger mixed-use center. The Activity Center land use is intended to be implemented using a strategically planned framework, typically a PUD. When multiple landowners exist without a unified development scheme, proposed projects should plan for future integration to balance the activity center area as much as possible.

DESIRED MIX: 70-100% Non-Residential, 0-30% Residential

SFT, MF, LO, LC, GC (Secondary Use), PUD

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. Residential may not exceed 40% of the project. DESIRED MIX: 40-60% Non-Residential, 0-40% Residential

SFT, TF, CH LO, LC, GC (Along Priority Corridors & Road Intersections with Arterials*), 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 4/27/2020. The following changes were made to the project since the development meeting was held:

- The original proposal was a 60 unit condo project and no commercial. The current project includes commercial and two family homes.

The following ordinance changes occurred following the development meeting which may have impacted this project.

- No changes

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 arranged by Goodwin Management. There were no major concerns for the project. Please see the full report from the applicant included as Attachment 9.

APPROVAL CRITERIA:

The zoning request is compatible with the Comprehensive Plan Future Land Use Map. This is designated as both Activity Center and Multi-Use Corridor. The Multi-Use Corridor allows Two-Family. Both land uses allow the non-residential component.

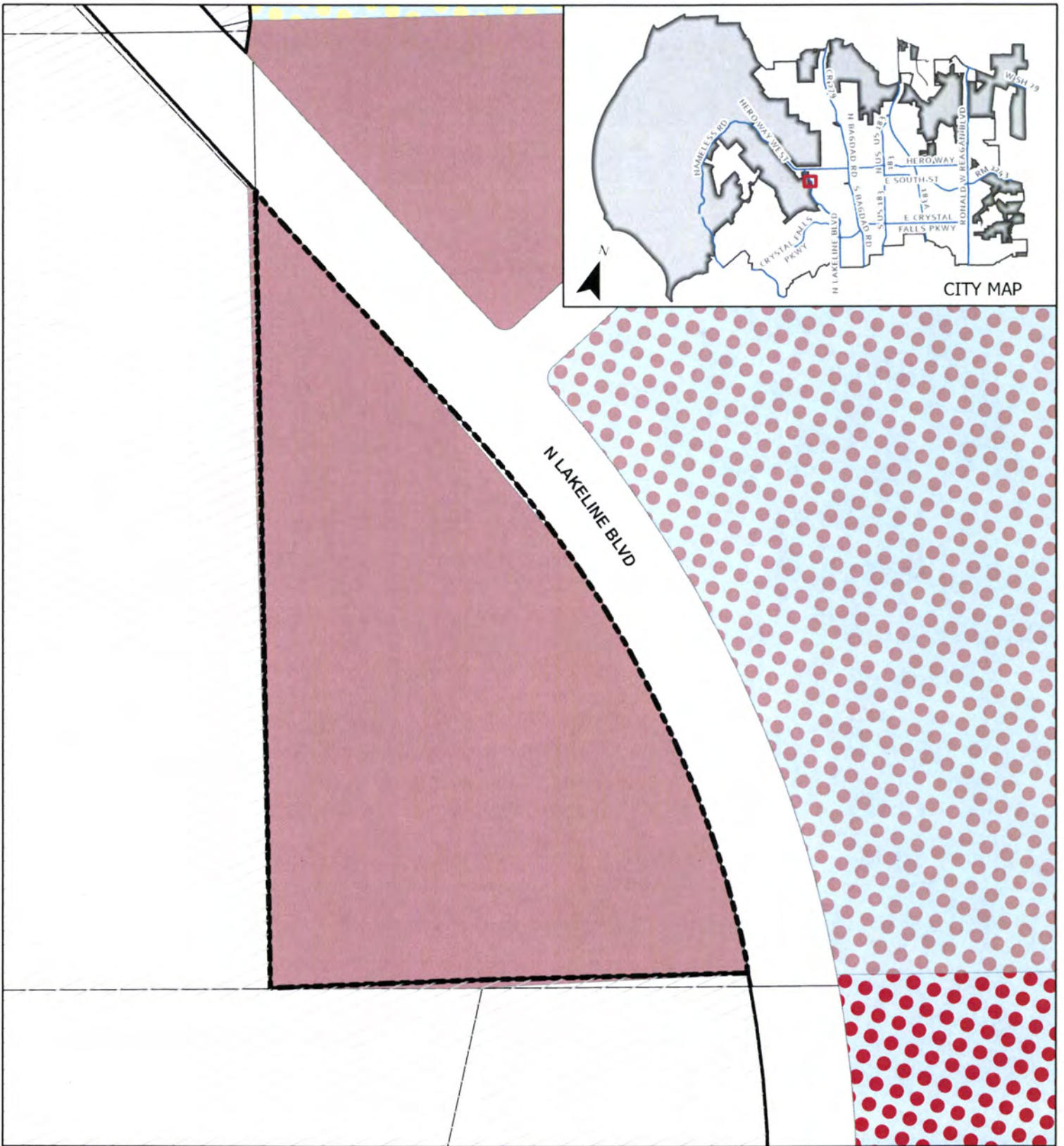
This Planned Unit Development includes the following higher standards:

- Two-phase development.
- Residential rear setback is more restrictive at twenty (20') feet.
- Enhanced landscaping, guest parking, and earth tone building colors.

This Planned Unit Development includes the following waivers:

- All two-family units will be located within a single tract as a condominium regime development as oppose to individual lots. (CZO Article III, Section 9 (c) Lot Size Minimum)
- Residential front setback is less restrictive at eighteen (18') feet. (CZO Article VI, Section 6 Setbacks)
- Density: The development shall not exceed ten (10) units per acre and shall maintain similar lot size to the base zoning district. (CZO Article III, Section 19 (b)Mixed Use Development (3)(ii))

HIGHER STANDARDS	WAIVERS
Phase 1 to include 2,000 sq ft of commercial	Single tract condominium regime for two-family.
Increased residential rear setback by 5 ft.	Reduced residential front setback by 2 ft.
Enhanced landscaping, guest parking, and earth tone building colors.	12 units per acre



CASE: 22-Z-016

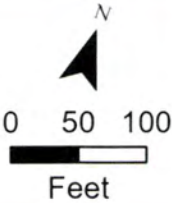
ATTACHMENT 2

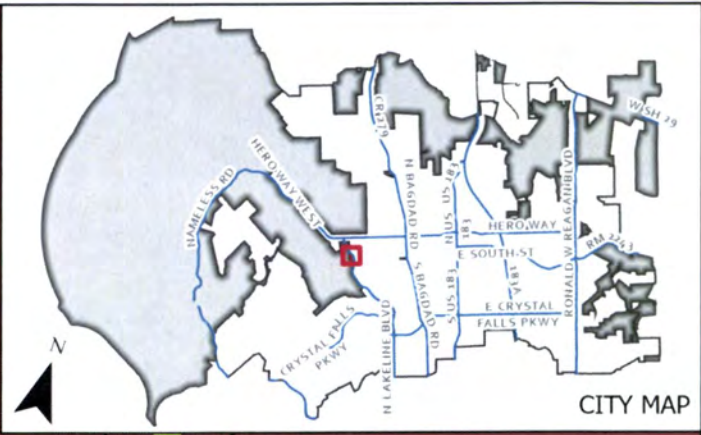
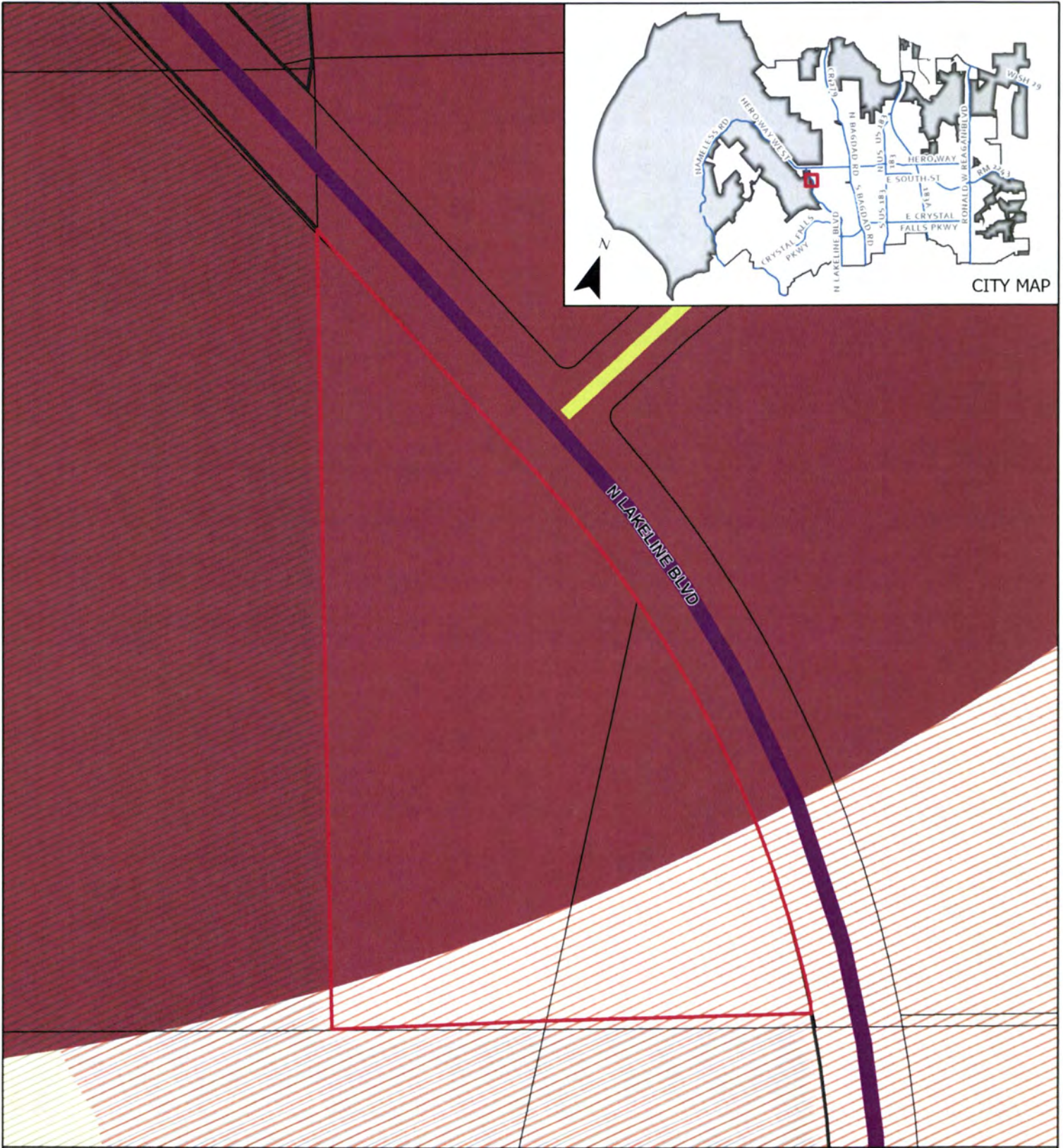
SAUTERNE CENTER PUD

Current Zoning

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

- | | |
|---------------------------|--------------------------|
| Leander City Limits | LC - Local Commercial |
| ETJ | PUD - Single-Family |
| Subject Area | PUD - Local Commercial |
| SFU - Single-Family Urban | PUD - General Commercial |

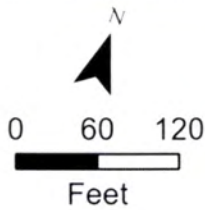




CASE: 22-Z-016 ATTACHMENT 3 SAUTERNE CENTER PUD

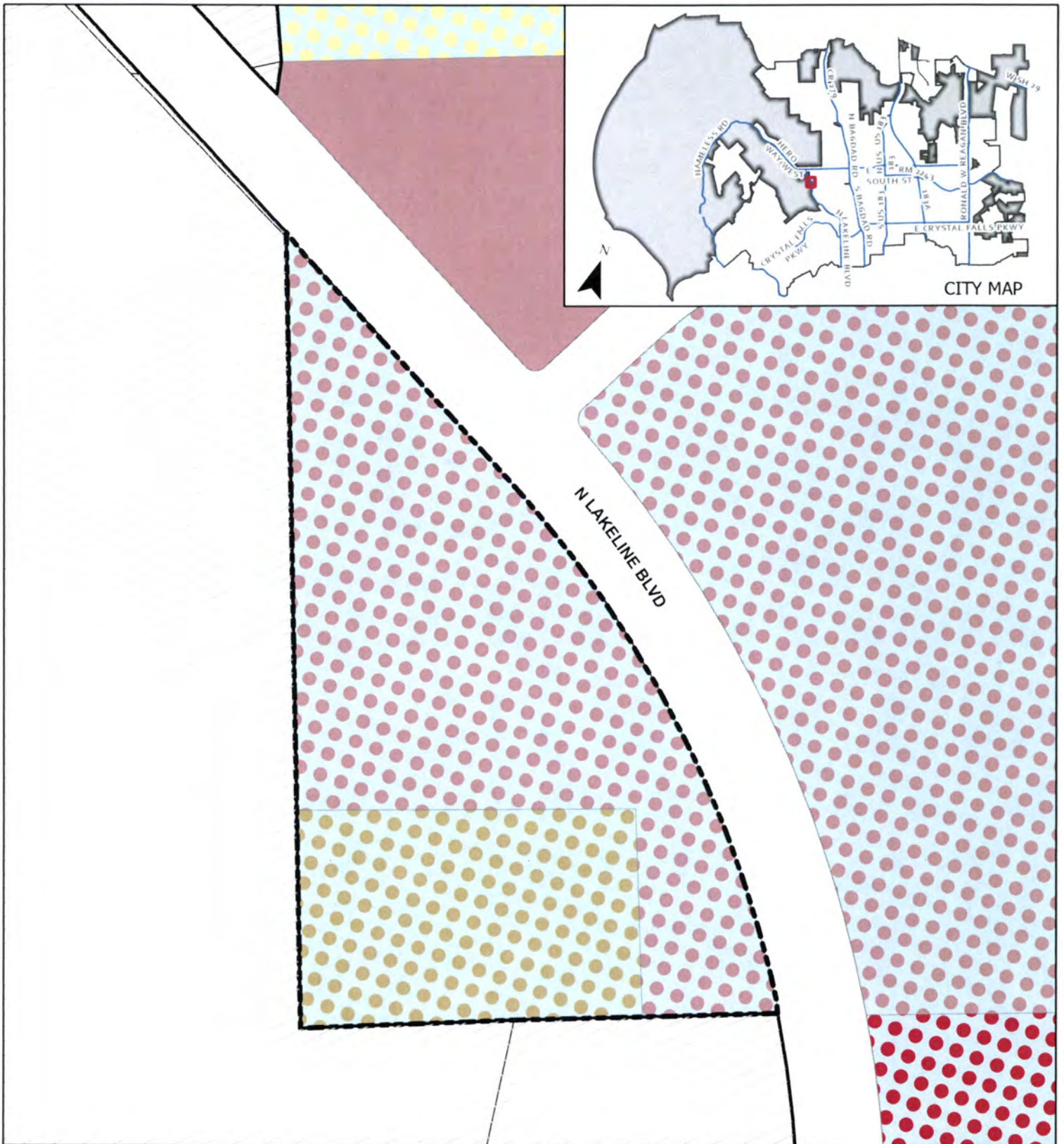
Future Land Use Map

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- Leander City Limits
- Leander ETJ
- Subject Area
- Arterial 4 Lane, Existing
- Collector, Existing

- ## Future Land Use
- Neighborhood Residential
 - Multi-Use Corridor
 - Activity Center



CASE: 22-Z-016

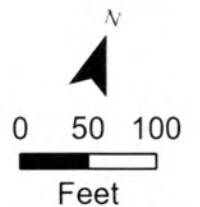
ATTACHMENT 5

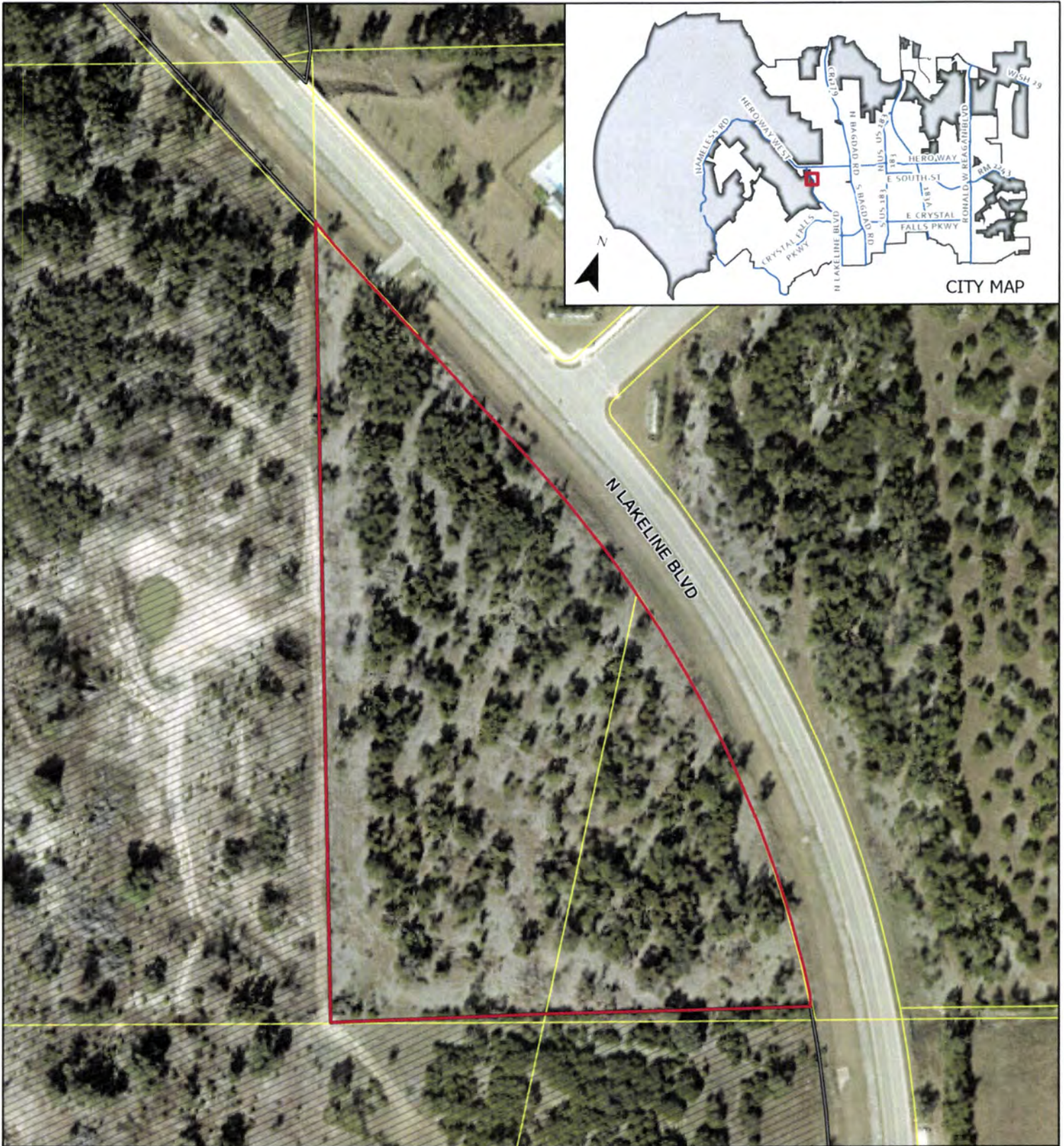
SAUTERNE CENTER PUD

Proposed Zoning

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- | | |
|---------------------------|--------------------------|
| Leander City Limits | PUD - Single-Family |
| ETJ | PUD - Multi-Family |
| Subject Area | PUD - Local Commercial |
| SFU - Single-Family Urban | PUD - General Commercial |
| LC-2-A - Local Commercial | |





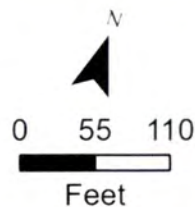
CASE: 22-Z-016

ATTACHMENT #6

SAUTERNE CENTER PUD

Aerial Map

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- Leander City Limits
- Leander ETJ
- Subject Area

EXHIBIT A

Sauterne Center - Planned Unit Development

A. Purpose and Intent

1. The Sauterne Center PUD is comprised of approximately 5.954 acres, as shown in Exhibit B. The development of this property includes both a local commercial use of approximately 4.079 acres and twenty four (24) two-family residences on the remaining 1.875 acres.

B. Applicability and Base Zoning

1. All aspects regarding the development of this Minor PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, entitled Exhibit A.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.
 - LC-2-A (Local Commercial)
 - TF-2-A (Two-Family)

C. Conceptual Site Layout & Land Use Plan

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

D. Allowable / Prohibited Uses

1. The allowable uses shall include two-family residential development. For the commercial portion, uses allowed in Local Commercial.
2. The maximum residential unit count shall be twenty-four (24) units.
3. All two-family units will be located within a single tract as a condominium regime development.

E. Development Standards

1. The residential portion shall comply with the following standards:

Table 1 – Development Standards for Attached Unit Site Plan

	TF (Two-family)
Unit Width (min unit width)	20 ft.
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. Local Commercial (LC) development setbacks shall comply with Composite Zoning Ordinance.
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 Lots shall be limited to fifty (50%) percent turf grass coverage.

F. Transportation

- i. The Sauterne Center community will incorporate the following driveway standards in the Two Family district:
 - a. This project shall utilize private drives instead of public roadways. Private drives will meet city of Leander Private Drive standards. 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.
 - b. Drive lighting is required at the intersections between the drives and public streets. Drive lighting is optional within the interior of the project.
 - c. Sidewalks are required throughout the interior of the project and connecting to East Lakeline Blvd.. These sidewalks shall be a minimum of four (4') feet wide and constructed of concrete.
 - d. Guest Parking will be provided at ten (10%) percent of overall requirement.

G. Architectural Standards

1. All residential product within this project shall comply with the applicable standards of the Type B Architectural Components and the Architectural Standards for two 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. Parking Requirements
 - i. Single Car Garage Units: Each single car garage two-family unit shall provide one (1) garage enclosed parking space plus two (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 (2) car garage two-family unit shall provide a minimum of two (2) garage enclosed parking spaces plus two (2) additional off-street parking spaces. (Driveway may be counted toward provision of off-street parking).
 - d. Each unit shall have a minimum of nine hundred (900) square feet of living area.
 - e. Guest Parking shall be provided at ten (10%) percent of required spaces.

H. Walls, Fencing and Landscaping

1. Minimum landscape requirements per residential building shall be two (2) two-inch significant trees, five (5) one-gallon shrubs, and five (5) five-gallon shrubs.

I. Phasing

1. Phase One shall include two thousand (2,000) square feet of commercial development. Site plans for both commercial and residential shall be submitted concurrently for review. The site development for residential development may not be approved for construction until the commercial development is approved. Certificates of occupancy for the residential uses may not be issued until the certificate of occupancy for the first phase of the commercial is issued.

EXHIBIT B
METES AND BOUNDS
5.954 ACRE TRACT

BEING 5.954 ACRES OUT OF THE MOSES S. HORNSBY SURVEY, ABSTRACT 292 IN WILLIAMSON COUNTY, TEXAS, AND ABSTRACT No. 2710 IN TRAVIS COUNTY, TEXAS, SAME BEING 5.954 ACRES OUT OF A CALLED 134.367 ACRES TRACT, CONVEYED TO KENNEY PROPERTIES OF TEXAS, L.P., RECORDED IN DOCUMENT No. 2002016690, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.954 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NORTHWEST CORNER OF A CALLED LOT 1, BLOCK C, CARNEROS RANCH SECTION THREE, AMENDED FINAL PLAT, RECORDED IN DOCUMENT No. 2017009385, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE S21°20'10"E, ALONG THE WEST LINE OF THE SAID LOT 1, BLOCK C, SAME BEING ACROSS LAKELINE BOULEVARD, A DISTANCE OF 170.11 FEET TO AN IRON ROD FOUND IN THE WEST RIGHT-OF-WAY OF LAKELINE BOULEVARD, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

THENCE S62°34'06"E, ALONG THE WEST RIGHT-OF-WAY OF LAKELINE BOULEVARD, A DISTANCE OF 340.86 FEET TO AN IRON ROD WITH PINK CAP SET, THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG THE WEST RIGHT-OF-WAY OF LAKELINE BOULEVARD, SAME BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1205.00 FEET, AN ARC LENGTH OF 656.11 FEET, DELTA ANGLE 31°11'48", A CHORD BEARING OF S46°54'06"E, A DISTANCE OF 648.03 FEET TO A CAPPED IRON ROD FOUND (MARKED BAKER AIKLEN), ON THE NORTH LINE OF A CALLED 100 ACRES "FIRST TRACT", CONVEYED TO NANCY GILPIN, ET. AL., RECORDED IN VOLUME 298, PAGE 521, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S69°27'11"W, ALONG THE NORTH LINE OF THE SAID CALLED 100.00 ACRES, SAME BEING THE SOUTH LINE OF THE KENNEDY TRACT, A DISTANCE OF 504.37 FEET TO AN IRON ROD FOUND, THE SOUTHEAST CORNER OF A CALLED 19.98 ACRE TRACT, CONVEYED TO JOHN GILPIN AND WIFE NANCY GILPIN, RECORDED IN DOCUMENT No. 9854461, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N21°20'10"W, ALONG THE EAST LINE OF THE SAID CALLED 19.98 ACRES TRACT, A DISTANCE OF 833.98 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 5.954 ACRE OF LAND, MORE OR LESS.

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

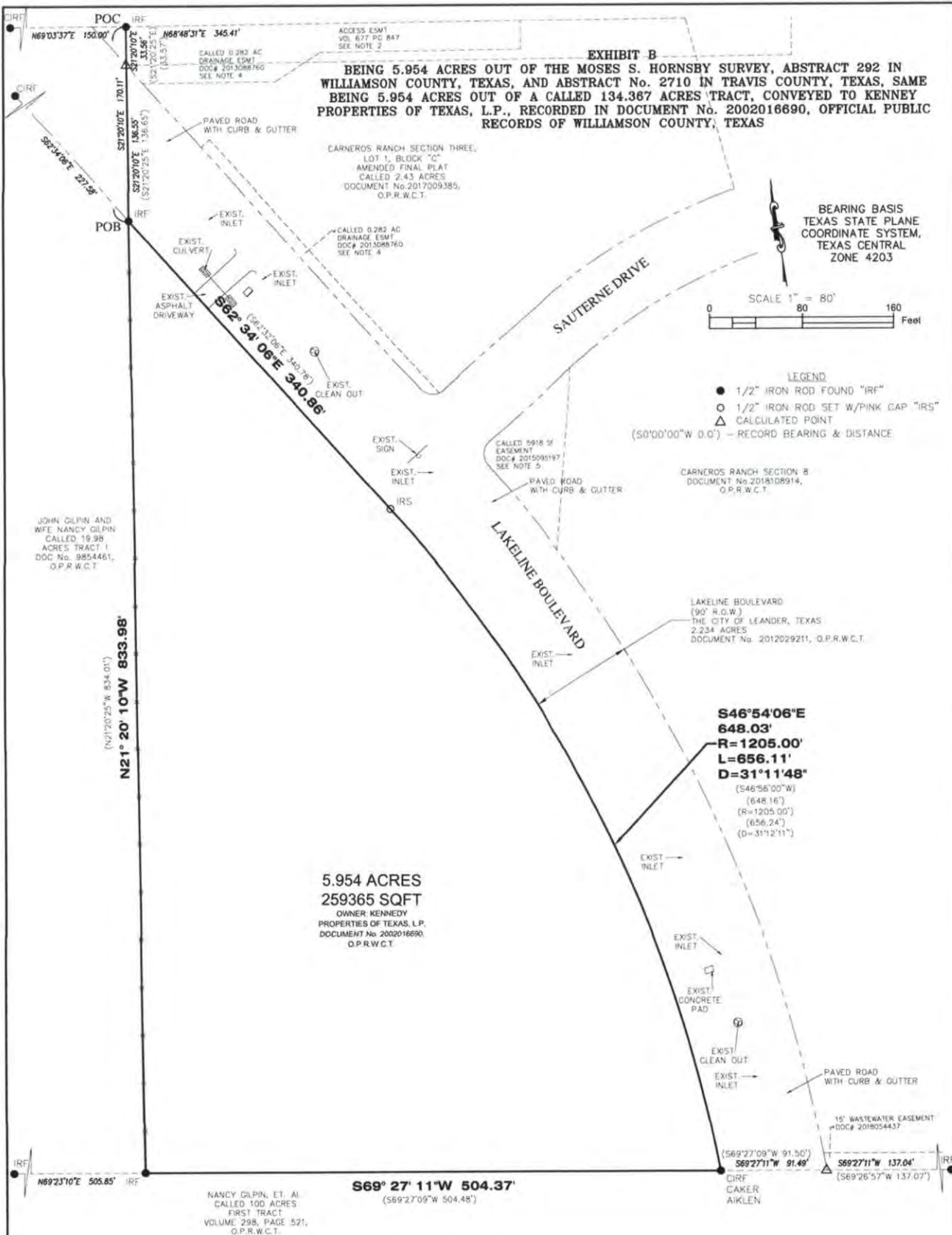

MANUEL CARRIZALES
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6388
FIRM NO. 10194417
512-470-1489
fnfcad@gmail.com

DATE: 5-1-2021



JOB No. 21-053

EXHIBIT B
BEING 5.954 ACRES OUT OF THE MOSES S. HORNSBY SURVEY, ABSTRACT 292 IN WILLIAMSON COUNTY, TEXAS, AND ABSTRACT No. 2710 IN TRAVIS COUNTY, TEXAS, SAME BEING 5.954 ACRES OUT OF A CALLED 134.367 ACRES TRACT, CONVEYED TO KENNEY PROPERTIES OF TEXAS, L.P., RECORDED IN DOCUMENT No. 2002016690, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



- NOTES:**
1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF COMMITMENT FOR TITLE INSURANCE ISSUED BY: TITLE RESOURCES GUARANTY COMPANY, OF No. 2116560-ARB, EFFECTIVE DATE: MARCH 19, 2021, ISSUED: APRIL 2, 2021. THE FOLLOWING EXCEPTIONS ARE LISTED ON THE SCHEDULE B OF THE TITLE COMMITMENT.
 2. **DOES NOT AFFECT EASEMENT:**
 RECORDED: VOLUME 677, PAGE 847, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. PURPOSE: ROADWAY (SEE 10A)
 3. **DOES NOT AFFECT EASEMENT:**
 RECORDED: DOCUMENT NO. 2002016693, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
 TO: CITY OF LEANDER
 PURPOSE: RIGHT OF WAY, PUBLIC UTILITY AND DRAINAGE (SEE 10B)
 4. **DOES NOT AFFECT EASEMENT:**
 RECORDED: DOCUMENT NO. 201308760, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
 TO: CITY OF LEANDER, TEXAS
 PURPOSE: PERMANENT DRAINAGE EASEMENT AND TEMPORARY SLOPE/GRADING (SEE 10C)
 5. **DOES NOT AFFECT EASEMENT:**
 RECORDED: DOCUMENT NO. 2015095197, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
 TO: CARNEROS RANCH RESIDENTIAL COMMUNITY, INC. HOA PURPOSE: ENTRYWAY, LANDSCAPING AND SIGN (SEE 10D)
 6. A METES AND BOUNDS DESCRIPTION OF THE PROPERTY WITH EVEN DATE HEREBY ACCOMPANIES THIS SURVEY PLAT.
 7. THIS SURVEY IS ONLY VALID WITH ORIGINAL SIGNATURE.
 8. FLOOD INSURANCE RATE MAP (FIRM) ZONE "X" - FIRM
 WAP NO. 480338 0015 E. MAP REVISED: JUNE 6, 2000



MANUEL CARRIZALES
 R.P.L.S. #6388

DATE 5-1-2011
 JOB No. 21-053

Carrizales
Land
Surveying, LLC
Texas Registered Surveying Firm
 TRSLS FIRM No. 10194417
 Office: 512-470-1489
 Incad@gmail.com

**EXHIBIT B-1
METES AND BOUNDS
1.875 ACRE TRACT**

BEING 1.875 ACRES OUT OF THE MOSES S. HORNSBY SURVEY, ABSTRACT 292 IN WILLIAMSON COUNTY, TEXAS, AND ABSTRACT No. 2710 IN TRAVIS COUNTY, TEXAS, SAME BEING 1.875 ACRES OUT OF A CALLED 5.954 ACRES TRACT, CONVEYED TO TRINITY TEXAS BUILDERS LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT No. 2021135413, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.875 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NORTHWEST CORNER OF A CALLED LOT 1, BLOCK C, CARNEROS RANCH SECTION THREE, AMENDED FINAL PLAT, RECORDED IN DOCUMENT No. 2017009385, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE S21°20'10"E, ALONG THE WEST LINE OF THE SAID LOT 1, BLOCK C, SAME BEING ACROSS LAKELINE BOULEVARD, A DISTANCE OF 774.07 FEET TO AN IRON ROD WITH PINK CAP SET ON THE EAST LINE OF A CALLED 19.98 ACRE TRACT, CONVEYED TO JOHN GILPIN AND WIFE NANCY GILPIN, RECORDED IN DOCUMENT No. 9854461, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

THENCE N69°27'11"E, ACROSS THE SAID 5.954 ACRE TRACT, A DISTANCE OF 355.03 FEET TO A 1/2 INCH IRON ROD WITH A PINK CAP SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S21°20'10"E, ACROSS THE SAID 5.954 ACRE TRACT, A DISTANCE OF 230.02 FEET TO A 1/2 INCH IRON ROD WITH A PINK CAP SET ON THE NORTH LINE OF A CALLED 100 ACRES "FIRST TRACT", CONVEYED TO NANCY GILPIN, ET. AL., RECORDED IN VOLUME 298, PAGE 521, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S69°27'11"W, ALONG THE NORTH LINE OF THE SAID CALLED 100.00 ACRES, SAME BEING THE SOUTH LINE OF THE SAID 5.954 ACRE TRACT, A DISTANCE OF 355.03 FEET TO AN 1/2 INCH IRON ROD FOUND, THE SOUTHEAST CORNER OF THE SAID 19.98 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF THE SAID 5.954 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N21°20'10"W, ALONG THE EAST LINE OF THE SAID 19.98 ACRES TRACT, SAME BEING ALONG THE WEST LINE OF THE SAID 5.954 ACRE TRACT, A DISTANCE OF 230.02 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 1.875 ACRE OF LAND, MORE OR LESS.

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


MANUEL CARRIZALES
REGISTERED PROFESSIONAL LAND SURVEYOR No.6388
FIRM NO. 10194417
512-470-1489
fnfcad@gmail.com

8-12-2021
DATE:



JOB No. 21-172

Sauterne Center PUD

Land Use Summary

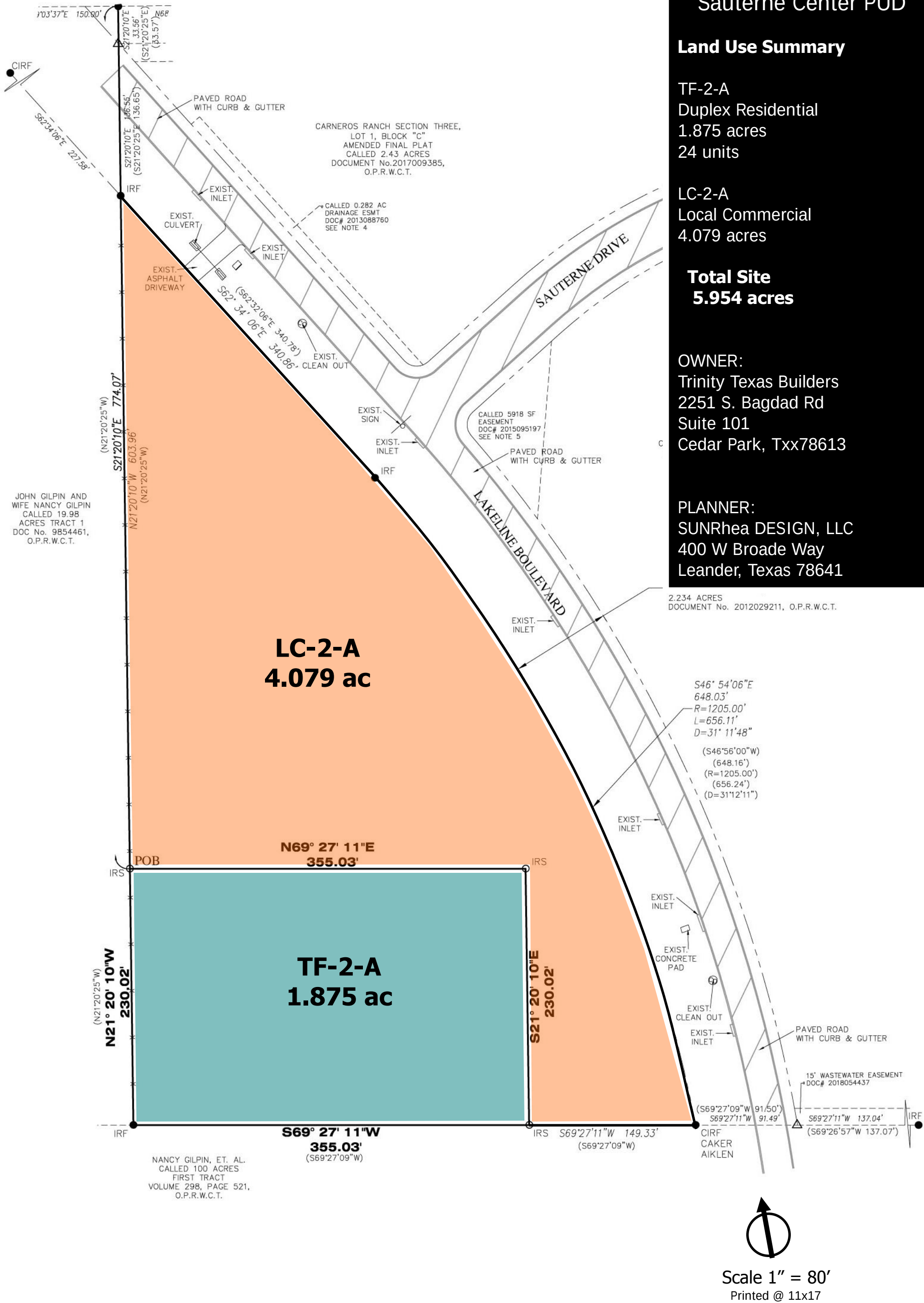
TF-2-A
Duplex Residential
1.875 acres
24 units

LC-2-A
Local Commercial
4.079 acres

Total Site
5.954 acres

OWNER:
Trinity Texas Builders
2251 S. Bagdad Rd
Suite 101
Cedar Park, Txx78613

PLANNER:
SUNRhea DESIGN, LLC
400 W Broade Way
Leander, Texas 78641



This Exhibit has not been reviewed for compliance with the Composite Zoning Ordinance or Subdivision Ordinance

SUNRhea DESIGN, LLC

Date: April 3, 2022

To: City of Leander Planning Department

From: Jim Bechtol

Subject: Sauterne Center –PUD

PUD Intent Statement

Sauterne Center is a 5.954 acre tract located in the 5000 Block of N. Lakeline Blvd. 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, south and west by vacant, undeveloped land and the east by Carneros Ranch Amenity Center and Commercially zoned vacant land.

The current city Land Use Map designates this property as a Multi-Use Corridor.

It is the intent of the Owners to zone the subject property in compliance with the Comprehensive Master Plan with the frontage along N. Lakeline Blvd to remain Local Commercial and a 1.875 acre portion to the back of the property as Two Family Residential in a PUD District. The mix of Non-Residential and Residential will meet the Multi-Use Corridor mix requirement by allocating 60% of the project dedicated to Non- Residential, Local Commercial uses and the remaining 40% as Two Family Residential in a condominium regime.

The location of the site has approximately 1200 feet of frontage on N. Lakeline Blvd. The current Conceptual Site Plan as proposed, will allow for approximately 33,000 sq ft of Local Commercial/Office and 24 Two Family units.

Sauterne Center is designed to meet the goals of the city's Comprehensive Master Plan and to provide a mix of uses compatible with the surrounding area. The location provides for excellent access from both Hero Way and Crystal Falls Parkway. The frontage provides ample office development, the two family residential portion of the property is located on the less visible, back part of the property with views into the hill country.

Regards,



Jim Bechtol, President

SUNRhea DESIGN, LLC

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

This summary is only required for a PUD or a Minor PUD.

1. How and when were the surrounding neighborhood and residential property owners within 500' notified, how was information shared, and who was directly involved in the communication process? Please provide the address of the properties notified and the name and contact information of the residents directly involved in the communication process. Attach any materials that were distributed.

Notification was sent by mail 3 weeks prior to requested meeting. Attached are letters sent. The owner and landplanner provided communication.

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

The HOA was notified along with property owners within 500 feet. Goodwin Management arranged space for the meeting.

3. What concerns were raised during these communications?

Concerns were focused on Lakeline and timing for expansion. No major concerns for the project. Liked the mix of uses.

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

None

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

Signature: SIJO VADAKKAN

Date 07/13/22

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, Deputy 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 2 – John Cosgrove, *Chair*
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – Gary Hampton, Jr.
Place 6 – Laura Lantrip
Place 7 – Rick Carpenter

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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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

BACKGROUND:

PaypointHR completed the compensation study the end of June 2022. The completion of the compensation study and implementation will ensure the City remains competitive with salary grades in the market so we can retain employees and be able to attract qualified applicants.

The Human Resources department had extensive meetings with the City Manager, Executive Finance Director, and Chief of Staff to review and discuss the recommendations from PaypointHR and available city funds. HR met with each department Director to review the adjusted minimum rates for the employee Pay Plans and to review, discuss, and approve the proposed market adjustments for certain job titles.

If adopted, the estimated cost to implement the compensation study recommendations, which includes a 4% COLA for all employees, will be approximately \$1,700,000.00, which has already been allocated for the FY 2023 proposed budget with an effective date of October 1, 2022.

RECOMMENDATION:

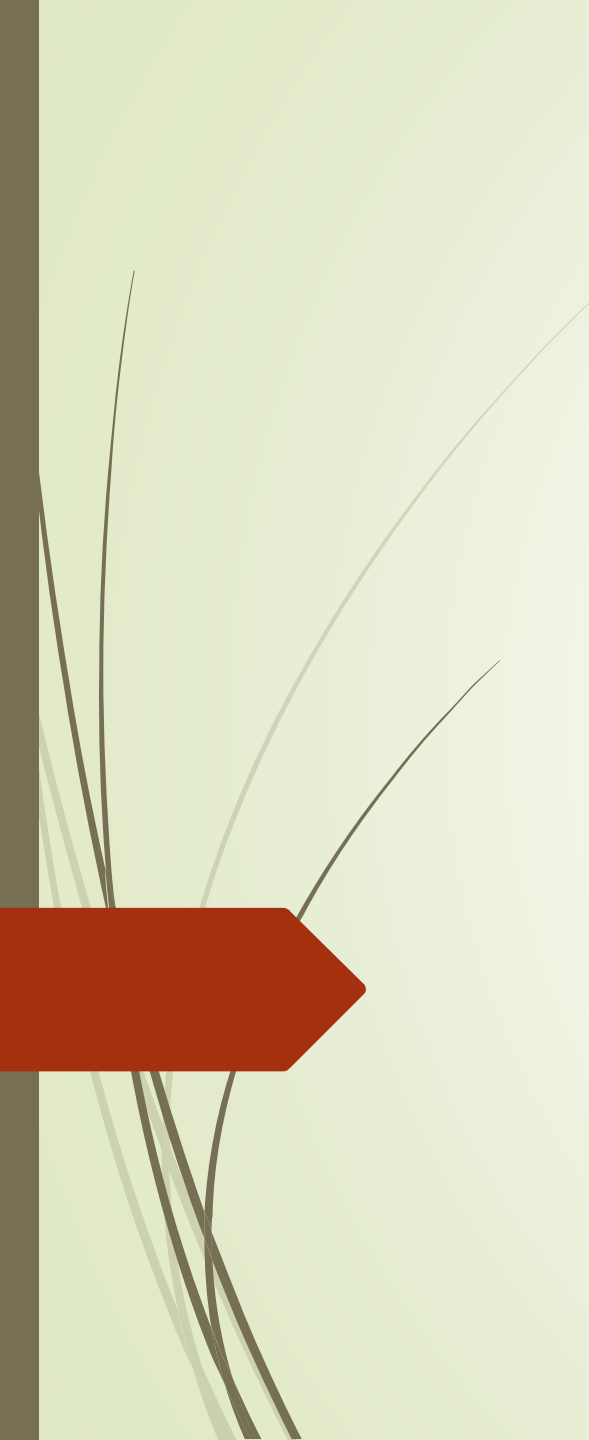
Accept City Manager's recommended city employee pay plan.

PRESENTER:

Christy Davis, Human Resources Director

Attachments

1. PowerPoint Presentation
2. CM Proposed Pay Plan



City of Leander

Compensation Study

Presented by Christy Davis, Director of Human Resources



Thank You!

- ❖ Rick Beverlin, City Manager
- ❖ Robert Powers, Executive Finance Director
- ❖ Mike Neu, Chief of Staff
- ❖ Belinda Medellin, HR Benefits Manager
- ❖ Shari Binford, HR Business Partner
- ❖ Allison McGrew, Payroll Officer
- ❖ Police Chief Minton
- ❖ Fire Chief Wusterhausen
- ❖ Police and Fire Association Representatives
- ❖ Compensation Study Committee Members
- ❖ Paypoint HR Consultants



Purpose

The intent of the compensation study is to provide the City of Leander with a process for determining equitable value of positions on a competitive salary scale.



Compensation Philosophy

- Administer fairly and consistently
- Internally equitable
- Externally competitive within the appropriate labor markets and with our comparator cities where we gain and lose employees
- Performance-based for general Pay Plan
- Step Plan for Public Service uniformed employees to compete with comparator cities
- Structured process, but flexible to meet strategic priorities



Why is this compensation study important?

It will allow the City of Leander to
Recruit, Retain, and Reward
valuable employees.

- ✓ Equitable and market driven compensation system
- ✓ Clear paths for career progression



Compensation Objectives

- **External Competitiveness**
 - To align internal salaries to the competitive marketplace
 - Define competitive pay for jobs of comparable value or grade
- **Internal Equity**
 - To understand the relative value of jobs to one another
 - Ensure consistency in application – reduces compression issues
- **The hierarchy of jobs in the City relative to**
 - Responsibilities
 - Required education and skills
 - Impact of the position
 - Reporting relationship



What does the compensation study NOT do?

- Reduce employee pay
- Change position duties
- Change the organizational structure
- Eliminate positions or cause layoffs
- Evaluate performance



Comparison Cities

- 27 Total Cities in Texas
 - Local Comparator Cities
 - Cedar Park
 - Georgetown
 - Round Rock

Local Comparison Cities

City	Population	Revenue	Sales Tax	Ad Valorem
Cedar Park	83,834	164.3M	42.0M	48.3M
Georgetown	78,200	483.6M	47.0M	40.2M
Round Rock	124,614	525.5M	110.0M	70.1M
Leander	81,806	213.0M	10.8M	39.3M



Employee / Supervisor Position Questionnaire

- Completed by Employees and Supervisors
 - Position Questionnaire - Whole Position Analysis
 - Same Job Title
 - Job Summary – Duties and Responsibilities
 - Complexity
 - Education/Certifications
 - Level of Supervision
 - Physical Requirements
 - Working Conditions

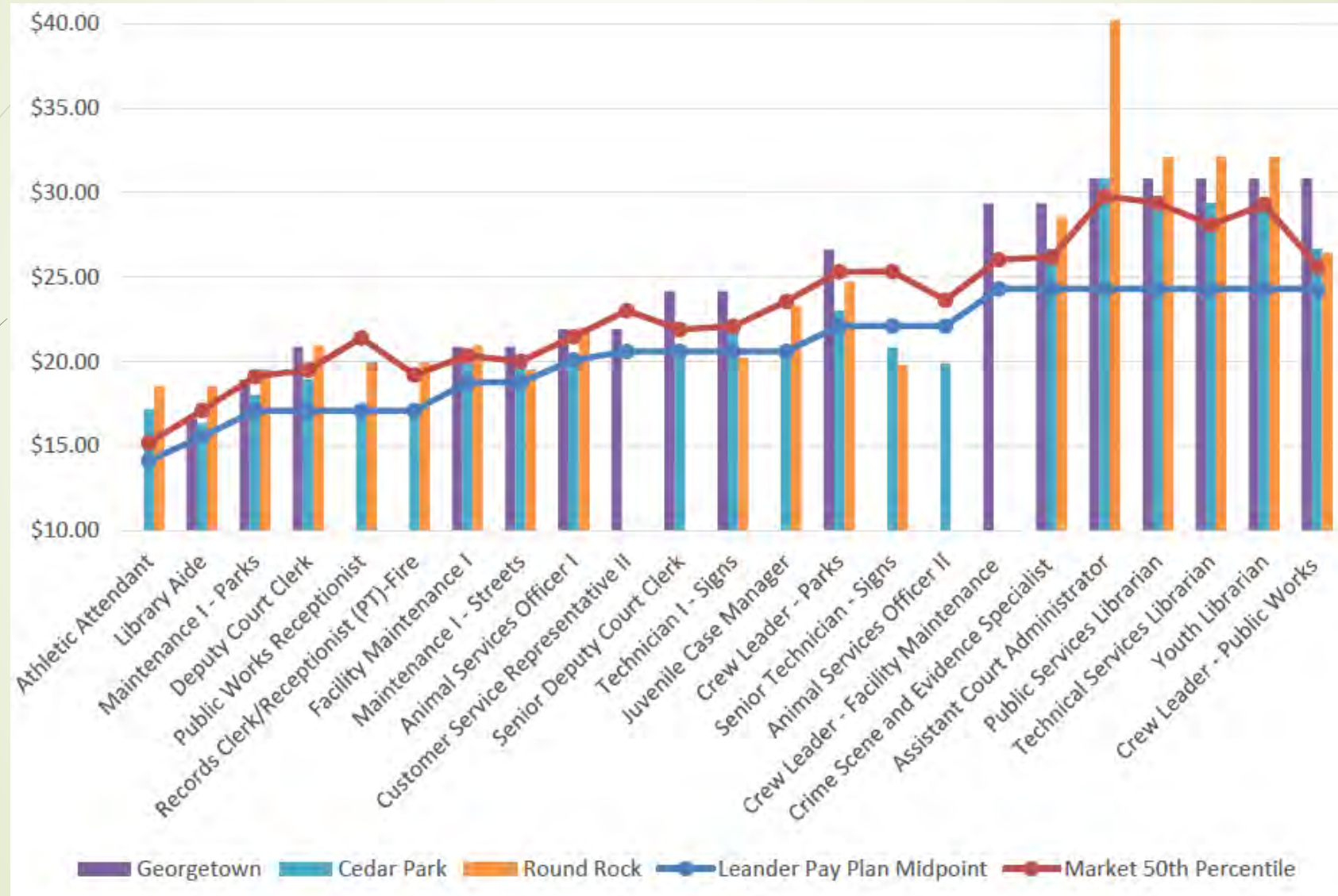
City Manager Recommendations

10 / 1 / 2022	1 / 1 / 2023
4% COLA for all employees, except City Manager	Police and Fire Department Step Plans take effect
New general employee Pay Plan takes effect	Pay for Performance – Merit increases for employees on the general Pay Plan only
Market adjustments based on CM & Paypoint HR recommendations	

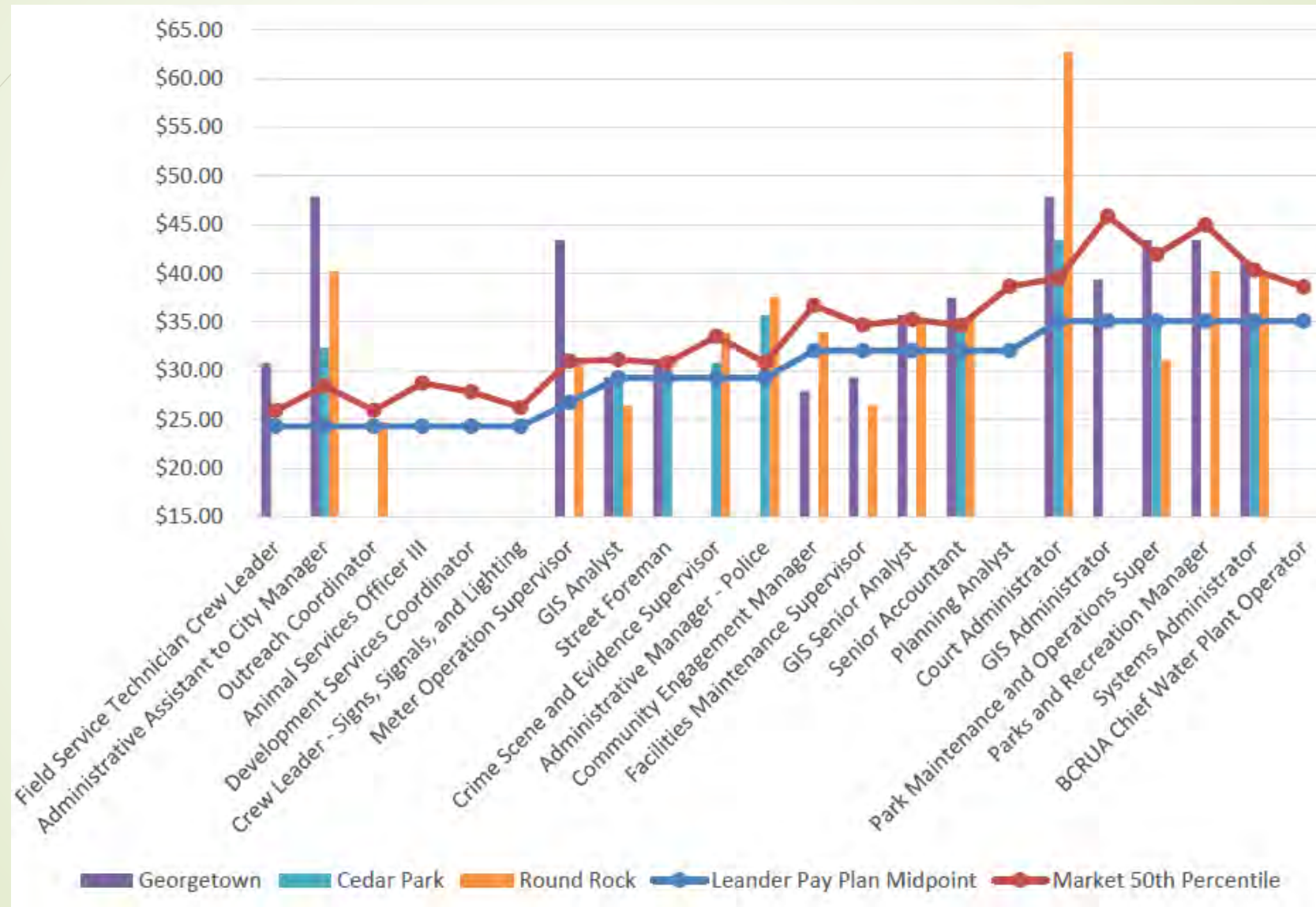
Market Adjustments

- The City Manager proposed recommendations are aligned with Paypoint HR's recommendations for general employees (non-uniformed) which includes administrative support employees, Cadets, Chief's and Asst. Chief's in the Police and Fire Depts.
- Job titles substantially below market mid-point
(greater than 10%)
- Job titles below market mid-point
(between 5% - 10%)

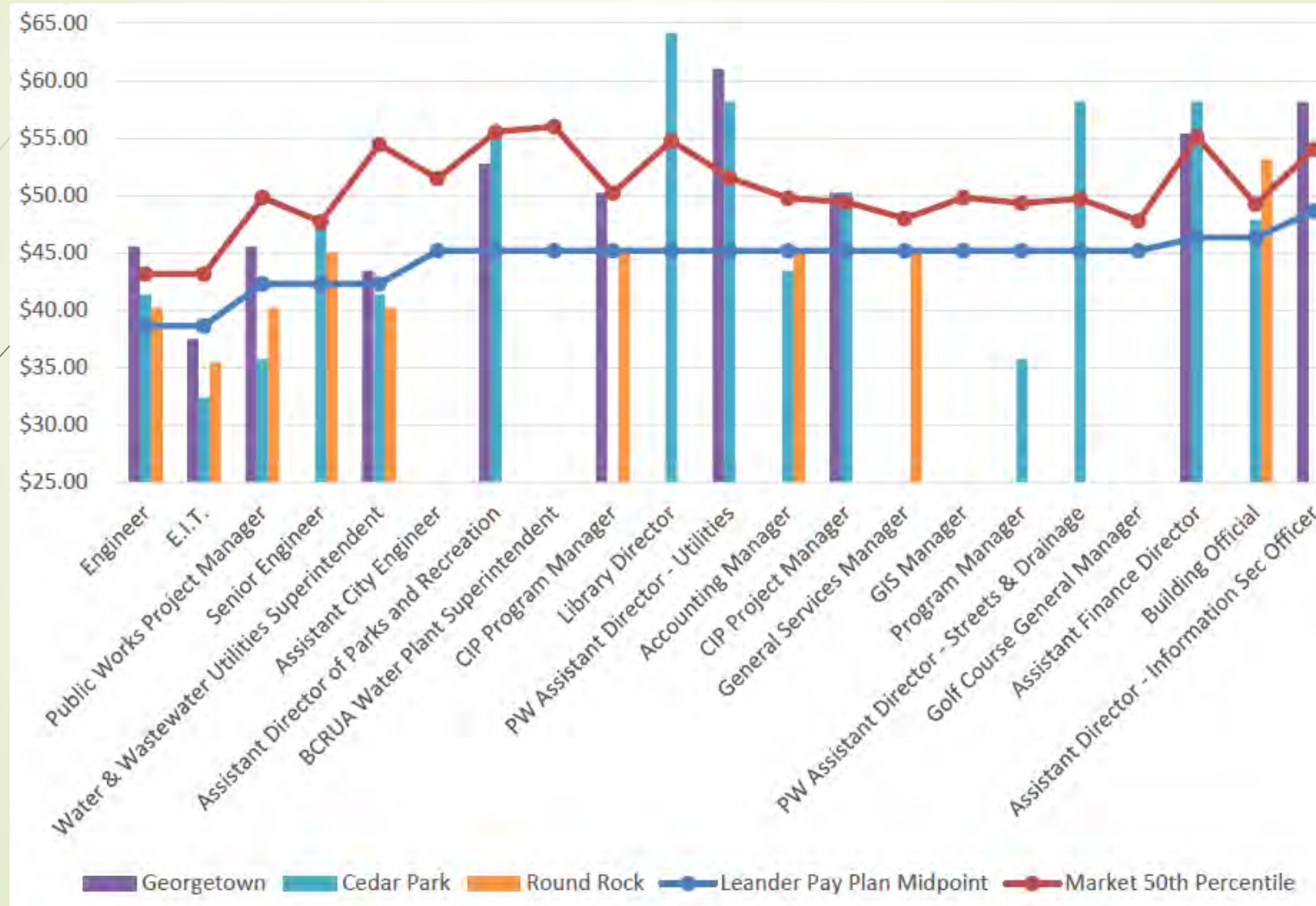
Local & Statewide Pay Grades 1-7



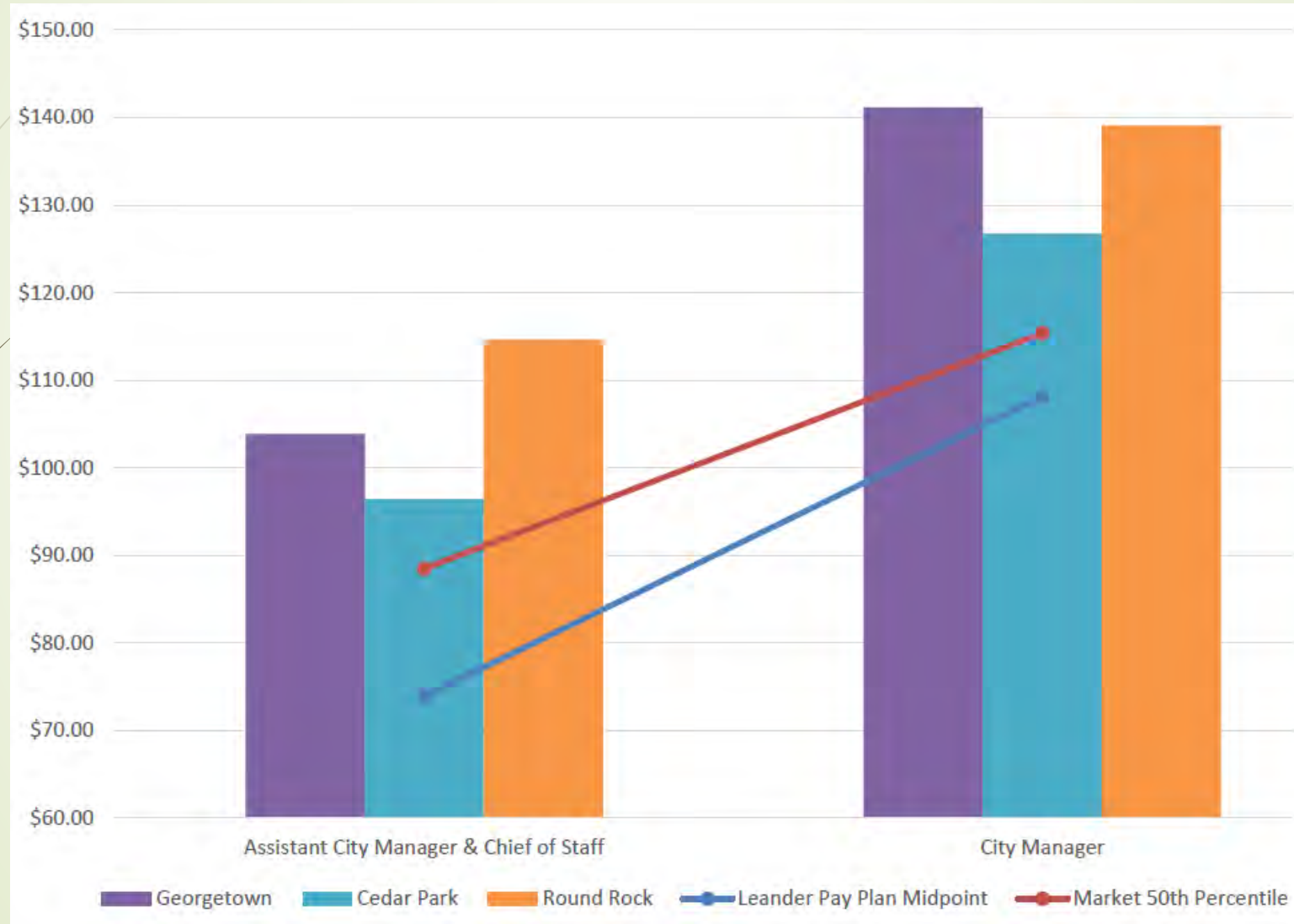
Local & Statewide Pay Grades 8-11



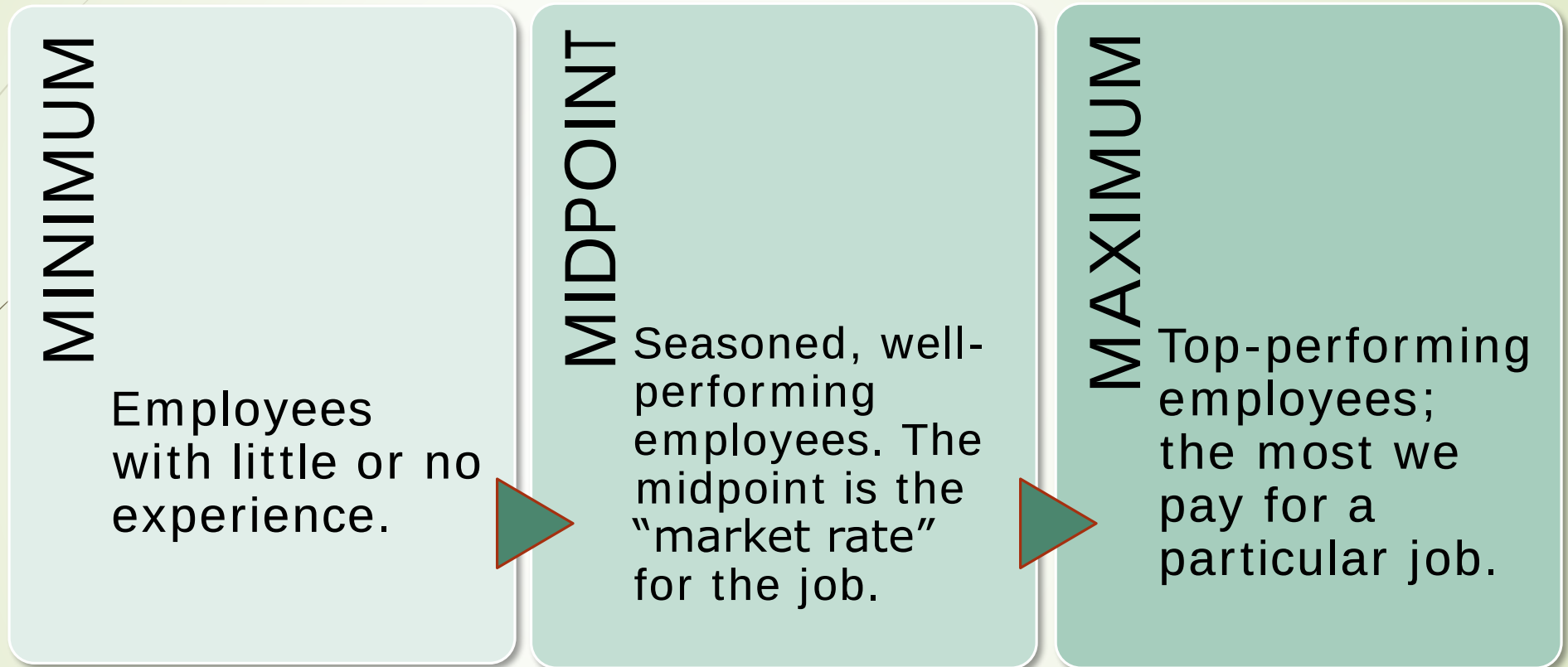
Local & Statewide Pay Grades 12-15



City Management



Salary Range



The midpoint of the salary range is considered to be the average pay or "market rate" for a solid performer with significant experience.

Pay Grade Adjusted Minimums

General Pay Plan

Increase pay group ranges from 23%-34% to **60 %**

- Purpose – employees may max out in the smaller spans within 10 years
- Increasing the span encourages retention which allows the employee to stay in their current job title and still grow professionally and financially

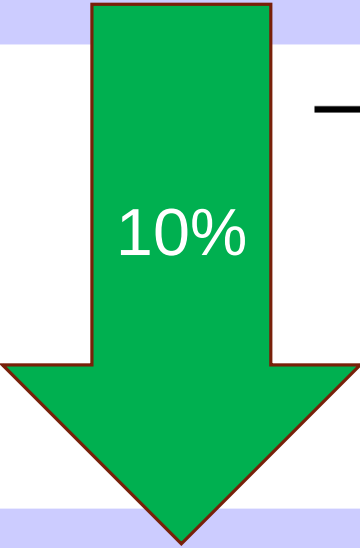
3		ANNUAL RATE	\$35,068.80	\$45,593.60	\$56,118.40
		HOURLY RATE	\$16.86	\$21.92	\$26.98
3.01	Deputy Court Clerk				
3.02	Maintenance I - Janitorial				
3.03	Maintenance I - Parks				
3.08	Health & Wellness Coordinator				
3.09	Receptionist - Development Services				
3.10	Records Clerk/Receptionist Fire				
3.11	Engineering Clerk				
3.12	Receptionist - Public Works				
OBSOLETE	3.04, 3.07				

60 % Min to Max

Pay Grade Adjustments

General Pay Plan

- Increase compensation rates between pay groups to 10% (current 8-9%)
 - Except pay groups 5 & 6 – the span is 5% due to the similarity in education, skills and experience
 - This action will increase Leander's ability to compete with the local area comparators for staffing
- Employees that are still under the new minimum after COLA will be moved up to the new minimum rate

3		ANNUAL RATE	\$35,068.80	\$45,593.60	\$56,118.40
		HOURLY RATE	\$16.86	\$21.92	\$26.98
3.01	Deputy Court Clerk				
3.02	Maintenance I - Janitorial				
3.03	Maintenance I - Parks				
3.08	Health & Wellness Coordinator				
3.09	Receptionist - Development Services				
3.10	Records Clerk/Receptionist Fire				
3.11	Engineering Clerk				
3.12	Receptionist - Public Works				
OBSOLETE	3.04, 3.07				
4		ANNUAL RATE	\$38,584.00	\$50,159.20	\$61,734.40
		HOURLY RATE	\$18.55	\$24.12	\$29.68
4.01	Permit Clerk				
4.04	Meter Reader				



Police and Fire Department Step Plans

- New Step Plans Effective 1/1/2023
- Match Round Rock's Current FY2022 Pay Plans
 - Leander will be competitive, but not leading the market
- Chiefs, Assistant Chiefs, Police Cadets and non-uniformed administrative staff will **NOT** be on the Step Plan, they will be on the employee general Pay Plan

Police Department Step Plan



- Based on **Employee Tenure at the City of Leander**
- Developed a Step Plan to provide market competitive compensation at all levels
- Annual increase to Step Plan every January 1 - % depends on available funds
- Changed Officer I/II/III to Police Officer
- New hires can only be hired as a Police Officer other ranks are only available to current employees

Police Department Step Plan

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Police Officer	\$30.43	\$32.67	\$34.08	\$34.74	\$35.42	\$36.11	\$36.82	\$37.54	\$38.27	\$39.02	\$39.79	\$40.57	\$41.36	\$42.17	\$43.02
Annual	\$63,286.50	\$67,956.93	\$70,880.05	\$72,264.33	\$73,671.67	\$75,102.09	\$76,578.66	\$78,078.30	\$79,601.01	\$81,169.85	\$82,761.77	\$84,376.77	\$86,037.89	\$87,722.09	\$89,488.05
Biweekly	\$2,434	\$2,614	\$2,726	\$2,779	\$2,834	\$2,889	\$2,945	\$3,003	\$3,062	\$3,122	\$3,183	\$3,245	\$3,309	\$3,374	\$3,442
		7.38%	4.30%	1.95%	1.95%	1.94%	1.97%	1.96%	1.95%	1.97%	1.96%	1.95%	1.97%	1.96%	2.01%
Corporal			\$35.78	\$36.48	\$37.19	\$37.91	\$38.66	\$39.41	\$40.18	\$40.98	\$41.78	\$42.59	\$43.43	\$44.28	\$45.17
Annual			\$74,424.05	\$75,877.55	\$77,355.25	\$78,857.19	\$80,407.59	\$81,982.22	\$83,581.06	\$85,228.34	\$86,899.86	\$88,595.61	\$90,339.78	\$92,108.19	\$93,962.45
Biweekly			\$2,862	\$2,918	\$2,975	\$3,033	\$3,093	\$3,153	\$3,215	\$3,278	\$3,342	\$3,408	\$3,475	\$3,543	\$3,614
			5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Sergeant					\$38.63	\$41.37	\$42.18	\$43.00	\$43.85	\$44.70	\$45.58	\$46.47	\$47.37	\$48.31	\$49.25
Annual					\$80,357.36	\$86,057.67	\$87,741.88	\$89,449.16	\$91,202.58	\$92,979.07	\$94,801.70	\$96,647.41	\$98,539.25	\$100,477.25	\$102,438.30
Biweekly					\$3,091	\$3,310	\$3,375	\$3,440	\$3,508	\$3,576	\$3,646	\$3,717	\$3,790	\$3,865	\$3,940
					3.88%	9.13%	9.12%	9.11%	9.12%	9.09%	9.09%	9.09%	9.08%	9.09%	9.02%
Lieutenant							\$45.91	\$48.98	\$49.94	\$50.91	\$51.91	\$52.93	\$53.96	\$55.02	\$56.09
Annual							\$95,492.13	\$101,887.90	\$103,872.03	\$105,902.30	\$107,978.72	\$110,101.27	\$112,246.91	\$114,438.69	\$116,676.61
Biweekly							\$3,673	\$3,919	\$3,995	\$4,073	\$4,153	\$4,235	\$4,317	\$4,401	\$4,488
							8.83%	13.91%	13.89%	13.90%	13.90%	13.92%	13.91%	13.90%	13.90%

Based on Tenure at the City of Leander

Effective 1/1/2023

Fire Department



- Based on **Employee Tenure in Position**
- Developed a Step Plan to provide market competitive compensation at all levels
- Annual increase to Step Plan every January 1 - % depends on available funds
- Qualified new hires can come in at any position, but only at a Step 1 (unique to the FD)
- Changing from a 28-day to a 14-day pay period
 - 2756 hour to 2912 hour conversion
 - This is what was requested and done at other fire departments

Fire Department Step Plan

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
Firefighter	\$57,408.42	\$60,852.93	\$62,374.25	\$63,933.61	\$65,531.95	\$67,170.25	\$68,849.50	\$70,570.74	\$72,335.01	\$74,143.38	\$75,996.97	\$77,896.89	\$79,844.32	\$81,840.42	\$83,886.43	\$85,983.59
Bi-weekly	\$2,090	\$2,215	\$2,270	\$2,327	\$2,385	\$2,445	\$2,506	\$2,569	\$2,633	\$2,699	\$2,766	\$2,836	\$2,906	\$2,979	\$3,054	\$3,130
Hourly	\$19.71	\$20.90	\$21.42	\$21.96	\$22.50	\$23.07	\$23.64	\$24.23	\$24.84	\$25.46	\$26.10	\$26.75	\$27.42	\$28.10	\$28.81	\$29.53
		6.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Driver/Pump Operator	\$68,611.68	\$70,326.97	\$72,085.14	\$73,887.27	\$75,734.45	\$77,627.81	\$79,568.51	\$81,557.72	\$83,596.67	\$85,686.58	\$87,828.75	\$90,024.47	\$92,275.08	\$94,581.95		
Bi-weekly	\$2,498	\$2,560	\$2,624	\$2,690	\$2,757	\$2,826	\$2,896	\$2,969	\$3,043	\$3,119	\$3,197	\$3,277	\$3,359	\$3,443		
Hourly (2912)	\$23.56	\$24.15	\$24.75	\$25.37	\$26.01	\$26.66	\$27.32	\$28.01	\$28.71	\$29.43	\$30.16	\$30.91	\$31.69	\$32.48		
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Fire Inspector	\$72,042.26	\$73,843.32	\$75,689.40	\$77,581.64	\$79,521.18	\$81,509.21	\$83,546.94	\$85,635.61	\$87,776.50	\$89,970.92	\$92,220.19	\$94,525.69	\$96,888.84			
Bi-weekly (106)	\$2,622	\$2,688	\$2,755	\$2,824	\$2,895	\$2,967	\$3,041	\$3,117	\$3,195	\$3,275	\$3,357	\$3,441	\$3,527			
Hourly (2912)	\$24.74	\$25.36	\$25.99	\$26.64	\$27.31	\$27.99	\$28.69	\$29.41	\$30.14	\$30.90	\$31.67	\$32.46	\$33.27			
Hourly (2080)	\$34.64	\$35.50	\$36.39	\$37.30	\$38.23	\$39.19	\$40.17	\$41.17	\$42.20	\$43.26	\$44.34	\$45.45	\$46.58			
Bi-weekly (80)	\$2,771	\$2,840	\$2,911	\$2,984	\$3,059	\$3,135	\$3,213	\$3,294	\$3,376	\$3,460	\$3,547	\$3,636	\$3,726			
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%			
Lieutenant/Training Instructor/Inspector II	\$79,293.66	\$81,276.00	\$83,307.90	\$85,390.60	\$87,525.36	\$89,713.49	\$91,956.33	\$94,255.24	\$96,611.62	\$99,026.91	\$101,502.58	\$104,040.15				
Bi-weekly (106)	\$2,886	\$2,959	\$3,032	\$3,108	\$3,186	\$3,266	\$3,347	\$3,431	\$3,517	\$3,605	\$3,695	\$3,787				
Hourly (2912)	\$27.23	\$27.91	\$28.61	\$29.32	\$30.06	\$30.81	\$31.58	\$32.37	\$33.18	\$34.01	\$34.86	\$35.73				
Hourly (2080)	\$38.12	\$39.08	\$40.05	\$41.05	\$42.08	\$43.13	\$44.21	\$45.32	\$46.45	\$47.61	\$48.80	\$50.02				
Bi-weekly (80)	\$3,050	\$3,126	\$3,204	\$3,284	\$3,366	\$3,451	\$3,537	\$3,625	\$3,716	\$3,809	\$3,904	\$4,002				
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%				
Training Officer/Captain/Inspector III	\$91,638.69	\$93,929.66	\$96,277.90	\$98,684.84	\$101,151.97	\$103,680.76	\$106,272.78	\$108,929.60	\$111,652.84	\$114,444.16						
Bi-weekly (106)	\$3,336	\$3,419	\$3,505	\$3,592	\$3,682	\$3,774	\$3,868	\$3,965	\$4,064	\$4,166						
Hourly (2912)	\$31.47	\$32.26	\$33.06	\$33.89	\$34.74	\$35.60	\$36.49	\$37.41	\$38.34	\$39.30						
Hourly (2080)	\$44.06	\$45.16	\$46.29	\$47.44	\$48.63	\$49.85	\$51.09	\$52.37	\$53.68	\$55.02						
Bi-weekly (80)	\$3,525	\$3,613	\$3,703	\$3,796	\$3,890	\$3,988	\$4,087	\$4,190	\$4,294	\$4,402						
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%						
Battalion Chief	\$105,905.69	\$108,553.33	\$111,267.16	\$114,048.84	\$116,900.06	\$119,822.56	\$122,818.13	\$125,888.58								
Bi-weekly (106)	\$3,855	\$3,951	\$4,050	\$4,152	\$4,255	\$4,362	\$4,471	\$4,582								
Hourly (2912)	\$36.37	\$37.28	\$38.21	\$39.17	\$40.14	\$41.15	\$42.18	\$43.23								
Hourly (2080)	\$50.92	\$52.19	\$53.49	\$54.83	\$56.20	\$57.61	\$59.05	\$60.52								
Bi-weekly (80)	\$4,073	\$4,175	\$4,280	\$4,386	\$4,496	\$4,609	\$4,724	\$4,842								
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%								
Division Chief	\$115,966.73	\$118,865.90	\$121,837.55	\$124,883.48	\$128,005.57	\$131,205.71	\$134,485.85									
Bi-weekly (106)	\$4,221	\$4,327	\$4,435	\$4,546	\$4,660	\$4,776	\$4,895									
Hourly (2912)	\$39.82	\$40.82	\$41.84	\$42.89	\$43.96	\$45.06	\$46.18									
Hourly (2080)	\$55.75	\$57.15	\$58.58	\$60.04	\$61.54	\$63.08	\$64.66									
Bi-weekly (80)	\$4,460	\$4,572	\$4,686	\$4,803	\$4,923	\$5,046	\$5,173									
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%									

Based on Tenure in Position

Effective 1/1/2023



Conclusion

The City of Leander has a progressive and competitive compensation package which includes exceptional benefits and a City matching retirement plan which will help us recruit new employees and retain and reward current employees.

If an employee is promoted to a next range and the employee's current salary is currently beyond the minimum range of the new range, then typically the employee will receive a 5% increase. Or if promotion is less than 5%, then calculate promotion using 5%. Always bring to Min of next range if new 5% is < than new range min.

Proposed Pay Plan Effective Date: 10.01.2022

10% increase between each Pay Grade (except 5 to 6 = 5%); Each Grade span is 60% between Min & Max

Job Code		Pay Group & Job Title	RATES	Min	Mid	Max
		1	ANNUAL RATE	\$28,995.20	\$37,689.60	\$46,384.00
1.01	Cart Attendant		HOURLY RATE	\$13.94	\$18.12	\$22.30
1.03	Athletic Attendant					
		2	ANNUAL RATE	\$31,886.40	\$41,454.40	\$51,022.40
2.01	Greenskeeper I		HOURLY RATE	\$15.33	\$19.93	\$24.53
2.02	Golf Shop Attendant					
2.04	Intern - Development Services					
2.05	Intern - Building Inspector					
2.06	Library Aide					
OBSOLETE	2.03					
		3	ANNUAL RATE	\$35,068.80	\$45,593.60	\$56,118.40
3.01	Deputy Court Clerk		HOURLY RATE	\$16.86	\$21.92	\$26.98
3.02	Maintenance I - Janitorial					
3.03	Maintenance I - Parks					
3.08	Health & Wellness Coordinator					
3.09	Receptionist - Development Services					
3.10	Records Clerk/Receptionist Fire					
3.11	Engineering Clerk					
3.12	Receptionist - Public Works					
OBSOLETE	3.04, 3.07					
		4	ANNUAL RATE	\$38,584.00	\$50,159.20	\$61,734.40
4.01	Permit Clerk		HOURLY RATE	\$18.55	\$24.12	\$29.68
4.04	Meter Reader					
4.08	Facility Maintenance I					
4.09	Library Generalist					
4.10	Customer Service Representative I					
4.11	Library Technician					
4.12	Bus Driver					
OBSOLETE	4.02, 4.05, 4.06, 4.07					
		5	ANNUAL RATE	\$40,518.40	\$52,665.60	\$64,812.80
5.01	Evidence Technician		HOURLY RATE	\$19.48	\$25.32	\$31.16
5.02	Utility Maintenance I - PW					
5.04	EMS Training Instructor					
5.07	Senior Deputy Court Clerk					
5.08	Tech I - Signs					
5.09	Planning Clerk					
5.10	Customer Service Representative II					
5.11	Equipment Operator I					
5.12	Animal Services Officer I (ASO I) (formerly AC.01)					
OBSOLETE	5.03, 5.05, 5.06					

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Proposed Pay Plan Effective Date: 10.01.2022

10% increase between each Pay Grade (except 5 to 6 = 5%); Each Grade span is 60% between Min & Max

Job Code	Pay Group & Job Title	RATES			
		Min	Mid	Max	
6		ANNUAL RATE	\$44,574.40	\$57,938.40	\$71,302.40
		HOURLY RATE	\$21.43	\$27.85	\$34.28
6.04	Assistant Golf Pro				
6.05	Maintenance II - Janitorial				
6.07	Maintenance II - Parks				
6.10	Utility Maintenance II - PW				
6.11	Water/Wastewater Service Technician				
6.12	Field Service Technician - Utility Billing				
6.14	Permit Technician				
6.16	Senior Technician - Signs				
6.18	Intern - Emergency Management				
6.19	Animal Services Officer II (ASO II) (formerly AC.02)				
6.20	Juvenile Case Manager/Court Clerk				
OBSOLETE	6.01, 6.02, 6.03, 6.06, 6.08, 6.09, 6.13, 6.15, 6.17				
7		ANNUAL RATE	\$49,025.60	\$63,731.20	\$78,436.80
		HOURLY RATE	\$23.57	\$30.64	\$37.71
7.01	Accounting Clerk				
7.03	Administrative Assistant - Fire				
7.07	Administrative Assistant - Parks				
7.09	Planning Coordinator				
7.12	Equipment Operator II				
7.13	Utility Billing Assistant				
7.14	Administrative Assistant - Public Works				
7.20	Administrative Assistant - Engineering				
7.21	Crime Scene & Evidence Specialist				
7.22	Outreach Coordinator - Fire				
7.23	Assistant Court Administrator				
7.25	Crew Leader - Facility Maintenance				
7.27	Water Systems Operator				
7.28	Administrative Assistant - Records				
7.30	BCRUA Water Plant Operator (In-Training)				
7.31	Water Utility Line Locator Tech				
7.34	Water Quality Specialist				
7.35	Field Service Technician Crew Lead - UB				
7.37	Commercial Permit Tech				
7.38	Public Service Librarian				
7.39	Youth Librarian				
7.40	Circulation Supervisor				
7.41	Technical Services Librarian				
7.42	Tournament & Event Coordinator				
7.43	Administrative Assistant/Receptionist - Development Services				
7.44	Administrative Assistant - City Administration				
7.45	Development Services Coordinator				
7.46	Crew Leader - Parks				
7.47	Crew Leader - Athletic Fields				
7.48	Animal Services Officer III (ASO III) (formerly AC.03)				
7.49	Telecommunications Officer I (TCO I) (formerly TC.01)				
7.50	Plan Reviewer in Training				
OBSOLETE	7.02, 7.04, 7.05, 7.06, 7.08, 7.10, 7.11, 7.15, 7.16, 7.17, 7.18, 7.19, 7.24, 7.26, 7.29, 7.32, 7.33, 7.36				

If an employee is promoted to a next range and the employee's current salary is currently beyond the minimum range of the new range, then typically the employee will receive a 5% increase. Or if promotion is less than 5%, then calculate promotion using 5%. Always bring to Min of next range if new 5% is < than new range min.

Proposed Pay Plan Effective Date: 10.01.2022

10% increase between each Pay Grade (except 5 to 6 = 5%); Each Grade span is 60% between Min & Max

Job Code		Pay Group & Job Title	RATES	Min	Mid	Max
		8	ANNUAL RATE	\$53,934.40	\$70,106.40	\$86,278.40
			HOURLY RATE	\$25.93	\$33.71	\$41.48
8.01		Code Enforcement Officer				
8.03		Mechanic - Golf Maintenance				
8.04		Zoning Compliance Officer				
8.05		Mechanic - Public Works				
8.08		Meter Operation Supervisor				
8.10		Athletics Program Coordinator				
8.12		Mechanic - Pump & Motor				
8.13		BCRUA Water Plant Operator I				
8.14		Accounting Clerk II				
8.15		Senior Planning Coordinator				
8.16		Logistics Coordinator - PD				
8.17		Assistant Golf Course Superintendent				
8.19		Telecommunications Officer II (TCO II) (formerly TC.02)				
8.20		Crew Leader - Streets				
8.21		Crew Leader - Water/Waste Water				
8.22		Crew Leader - Signs				
8.23		Crew Leader - Vac-Truck				
8.24		Crew Leader - PW Concrete				
8.25		Crew Leader - Utility Line Locator				
8.26		Treatment Plant Operator I - Water/Wastewater				
8.27		Foreman - Parks				
OBSOLETE		8.02, 8.06, 8.07, 8.09, 8.11, 8.18				
		9	ANNUAL RATE	\$59,321.60	\$77,116.00	\$94,910.40
			HOURLY RATE	\$28.52	\$37.08	\$45.63
9.01		Plan Reviewer				
9.03		Building Inspector				
9.04		Deputy City Secretary				
9.05		Assistant Planner				
9.06		Senior Code Enforcement Officer				
9.07		GIS Analyst				
9.08		Plans Examiner- Fire				
9.09		Crime Scene & Evidence Supervisor				
9.10		BCRUA Water Plant Operator II				
9.12		Active Adult Program Coordinator				
9.13		Administrative Manager - Fire				
9.14		Executive Assistant - Engineering				
9.15		Administrative Manager - PD				
9.16		Foreman - Streets				
9.17		Electrician				
9.18		Backflow & Utilities Specialist - PW				
9.19		Special Event Coordinator				
9.20		Volunteer & Beautification Coordinator				
9.21		Accountant				
9.22		Telecommunications Officer III (TCO III) (formerly TC.03)				
9.23		Treatment Plant Operator II - Water/Wastewater				
9.24		Foreman - W/WW (formerly Crew Leader II)				
9.25		Police Cadet (Minimum Rate ONLY)				
OBSOLETE		9.02, 9.11				

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Proposed Pay Plan Effective Date: 10.01.2022

10% increase between each Pay Grade (except 5 to 6 = 5%); Each Grade span is 60% between Min & Max

Job Code		Pay Group & Job Title	RATES	Min	Mid	Max
		10	ANNUAL RATE	\$65,249.60	\$84,822.40	\$104,395.20
			HOURLY RATE	\$31.37	\$40.78	\$50.19
10.03		E.I.T (Engineering in Training)				
10.05		Utility Billing Supervisor				
10.07		Planner				
10.08		Senior Accountant				
10.09		Recreation Supervisor				
10.10		Helpdesk Specialist I				
10.12		Accreditation Manager - PD				
10.13		Senior GIS Analyst				
10.14		Logistics Officer - Fire				
10.15		Assistant Purchasing Agent				
10.17		Community Engagement Manager				
10.18		Planning Analyst				
10.19		Facilities Maintenance Supervisor				
10.20		Customer Service Supervisor -UB				
10.22		Police Case Management Coordinator				
10.23		Animal Control Supervisor (formerly AC.04)				
10.24		Telecommunications Officer Shift Supervisor (TCO Shift Sup) (formerly TC.04)				
10.25		Treatment Plant Operator III - Water/Wastewater				
OBSOLETE		10.01, 10.02, 10.04, 10.06, 10.11, 10.16, 10.21				
		11	ANNUAL RATE	\$71,780.80	\$93,308.80	\$114,836.80
			HOURLY RATE	\$34.51	\$44.86	\$55.21
11.01		Construction Inspector				
11.02		Purchasing Agent				
11.03		Senior Building Inspector				
11.04		Golf Course Superintendent				
11.05		Head Golf Pro				
11.06		Parks Maintenance & Operations Supervisor				
11.07		Street Supervisor				
11.11		Parks and Recreation Manager				
11.12		Court Administrator				
11.13		BCRUA Chief Water Plant Operator				
11.14		Senior Deputy City Secretary				
11.16		GIS Administrator				
11.17		Records Supervisor - Police				
11.18		Shop Foreman - PW				
11.19		Conservation Program Coordinator				
11.20		Fleet and Logistics Supervisor				
11.21		Victim Services Coordinator				
11.22		Telecommunications Manager (TCO Manager) (formerly TC.05)				
11.23		Human Resources Generalist				
11.24		Emergency Management Specialist				
OBSOLETE		11.08, 11.09, 11.10, 11.15				
		12	ANNUAL RATE	\$78,956.80	\$102,648.00	\$126,339.20
			HOURLY RATE	\$37.96	\$49.35	\$60.74
12.02		W/WW Utilities Supervisor				
12.03		Senior Planner				
12.05		Chief Building Inspector				
12.07		Street Superintendent				
12.08		Utility Billing Manager				
12.10		Construction Inspection Supervisor - Engineering				
12.11		Stormwater Program Coordinator				

If an employee is promoted to a next range and the employee's current salary is currently beyond the minimum range of the new range, then typically the employee will receive a 5% increase. Or if promotion is less than 5%, then calculate promotion using 5%. Always bring to Min of next range if new 5% is < than new range min.

Proposed Pay Plan Effective Date: 10.01.2022

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Job Code	Pay Group & Job Title	RATES	Min	Mid	Max
12.12	Engineer				
12.13	Administrative Analyst - Police				
12.14	Systems Administrator				
OBSOLETE	12.01, 12.04, 12.06, 12.09				
13		ANNUAL RATE	\$86,860.80	\$112,912.80	\$138,964.80
13.02	W/WW Utilities Superintendent	HOURLY RATE	\$41.76	\$54.28	\$66.81
13.05	Senior Engineer				
13.08	Public Information Officer				
13.09	Emergency Management Coordinator				
OBSOLETE	13.01, 13.03, 13.04, 13.06, 13.07				
13.5		ANNUAL RATE	\$95,534.40	\$124,196.80	\$152,859.20
13.5.01	BCRUA Water Plant Superintendent	HOURLY RATE	\$45.93	\$59.71	\$73.49
13.5.09	Planning Manager				
13.5.10	GIS Manager				
13.5.11	Accounting Manager				
13.5.12	General Services Manager				
13.5.14	HR Manager				
13.5.15	CIP Program Manager				
13.5.16	CIP Project Manager				
13.5.20	Benefits Manager				
13.5.21	Program Manager				
13.5.24	HR Business Partner				
13.5.25	PW Project Manager				
13.5.26	Assistant Director - Economic Development				
13.5.27	Communications & Records Staff Manager (formerly TC.06)				
OBSOLETE	13.5.02, 13.5.03, 13.5.04, 13.5.05, 13.5.06, 13.5.07, 13.5.08, 13.5.13, 13.5.17, 13.5.18, 13.5.19, 13.5.22, 13.5.23				
14		ANNUAL RATE	\$105,081.60	\$136,614.40	\$168,147.20
14.01	Building Official	HOURLY RATE	\$50.52	\$65.68	\$80.84
14.09	Assistant Director - Finance				
14.10	General Manager - Golf				
14.11	Assistant Director - Utilities, PW				
14.12	Assistant Director - Streets, PW				
14.13	Assistant Director - Parks				
14.14	Library Director				
14.15	Assistant City Engineer				
OBSOLETE	14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08				
15		ANNUAL RATE	\$115,606.40	\$150,280.00	\$184,953.60
15.01	Assistant Director - IT Security	HOURLY RATE	\$55.58	\$72.25	\$88.92
16		ANNUAL RATE	\$127,150.40	\$165,308.00	\$203,465.60
		HOURLY RATE	\$61.13	\$79.47	\$97.82
16.04	Assistant Police Chief (formerly P13.01)				
16.05	Assistant Fire Chief - Fire Marshall (formerly F9.02)				
16.06	Assistant Fire Chief - Support Services (formerly F9.03)				
16.07	Assistant Fire Chief - Chief of Staff (formerly F9.01)				
OBSOLETE	16.01, 16.02, 16.03				

If an employee is promoted to a next range and the employee's current salary is currently beyond the minimum range of the new range, then typically the employee will receive a 5% increase. Or if promotion is less than 5%, then calculate promotion using 5%. Always bring to Min of next range if new 5% is < than new range min.

Proposed Pay Plan Effective Date: 10.01.2022

10% increase between each Pay Grade (except 5 to 6 = 5%); Each Grade span is 60% between Min & Max

Job Code		Pay Group & Job Title	RATES		
			Min	Mid	Max
Department Heads			ANNUAL RATE		Market
DH.01	Director of Development Services		HOURLY RATE		
DH.02	City Engineer		\$67.25		
DH.04	Fire Chief				
DH.05	Police Chief				
DH.06	Director of Public Works				
DH.07	Director of Economic Development				
DH.09	City Secretary				
DH.10	Director of Information Technology				
DH.11	Director of Parks & Recreation				
DH.12	Director of Human Resources				
OBSOLETE	DH.03, DH.08				
Asst City Managers			ANNUAL RATE		Market
ACM.01	Assistant City Manager		\$73.97		
EDI.01	Executive Director of Infrastructure				
EFD.01	Executive Finance Director				
EDD.01	Executive Director of Development Services				
EDP.01	Chief of Staff				
City Manager			ANNUAL RATE		Contract
Contract	City Manager		HOURLY RATE		



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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

BACKGROUND:

Public Service previously requested a step plan to ensure they remain competitive with their prospective markets which will enable them to retain employees and attract qualified applicants. Following completion of the compensation study at the end of June 2022 the Human Resources department initiated the development of the step plans.

The Human Resources department had extensive meetings with the City Manager, Executive Finance Director, Chief of Staff, Police and Fire Chiefs and the fire and police association representatives to present, discuss, and agree to the structure of the step plans.

If adopted, the estimated cost to implement the Public Service step plans will be approximately \$685,000.00, which has already been allocated for the FY 2023 proposed budget with an effective date of January 1, 2023.

RECOMMENDATION:

Accept City Manager's recommended step plans for the Police and Fire Departments.

PRESENTER:

Christy Davis, Human Resources Director

Attachments

1. Police Step Plan
2. Fire Step Plan

City of Leander Police Department Step Plan Effective 1/1/2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Police Officer	\$30.43	\$32.67	\$34.08	\$34.74	\$35.42	\$36.11	\$36.82	\$37.54	\$38.27	\$39.02	\$39.79	\$40.57	\$41.36	\$42.17	\$43.02
Annual	\$63,286.50	\$67,956.93	\$70,880.05	\$72,264.33	\$73,671.67	\$75,102.09	\$76,578.66	\$78,078.30	\$79,601.01	\$81,169.85	\$82,761.77	\$84,376.77	\$86,037.89	\$87,722.09	\$89,488.05
Biweekly	\$2,434	\$2,614	\$2,726	\$2,779	\$2,834	\$2,889	\$2,945	\$3,003	\$3,062	\$3,122	\$3,183	\$3,245	\$3,309	\$3,374	\$3,442
		7.38%	4.30%	1.95%	1.95%	1.94%	1.97%	1.96%	1.95%	1.97%	1.96%	1.95%	1.97%	1.96%	2.01%
Corporal			\$35.78	\$36.48	\$37.19	\$37.91	\$38.66	\$39.41	\$40.18	\$40.98	\$41.78	\$42.59	\$43.43	\$44.28	\$45.17
Annual			\$74,424.05	\$75,877.55	\$77,355.25	\$78,857.19	\$80,407.59	\$81,982.22	\$83,581.06	\$85,228.34	\$86,899.86	\$88,595.61	\$90,339.78	\$92,108.19	\$93,962.45
Biweekly			\$2,862	\$2,918	\$2,975	\$3,033	\$3,093	\$3,153	\$3,215	\$3,278	\$3,342	\$3,408	\$3,475	\$3,543	\$3,614
			5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Sergeant					\$38.63	\$41.37	\$42.18	\$43.00	\$43.85	\$44.70	\$45.58	\$46.47	\$47.37	\$48.31	\$49.25
Annual					\$80,357.36	\$86,057.67	\$87,741.88	\$89,449.16	\$91,202.58	\$92,979.07	\$94,801.70	\$96,647.41	\$98,539.25	\$100,477.25	\$102,438.30
Biweekly					\$3,091	\$3,310	\$3,375	\$3,440	\$3,508	\$3,576	\$3,646	\$3,717	\$3,790	\$3,865	\$3,940
					3.88%	9.13%	9.12%	9.11%	9.12%	9.09%	9.09%	9.09%	9.08%	9.09%	9.02%
Lieutenant							\$45.91	\$48.98	\$49.94	\$50.91	\$51.91	\$52.93	\$53.96	\$55.02	\$56.09
Annual							\$95,492.13	\$101,887.90	\$103,872.03	\$105,902.30	\$107,978.72	\$110,101.27	\$112,246.91	\$114,438.69	\$116,676.61
Biweekly							\$3,673	\$3,919	\$3,995	\$4,073	\$4,153	\$4,235	\$4,317	\$4,401	\$4,488
							8.83%	13.91%	13.89%	13.90%	13.90%	13.92%	13.91%	13.90%	13.90%

City of Leander Fire Department Step Plan Effective 1/1/2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
Firefighter	\$57,408.42	\$60,852.93	\$62,374.25	\$63,933.61	\$65,531.95	\$67,170.25	\$68,849.50	\$70,570.74	\$72,335.01	\$74,143.38	\$75,996.97	\$77,896.89	\$79,844.32	\$81,840.42	\$83,886.43	\$85,983.59
Bi-weekly	\$2,090	\$2,215	\$2,270	\$2,327	\$2,385	\$2,445	\$2,506	\$2,569	\$2,633	\$2,699	\$2,766	\$2,836	\$2,906	\$2,979	\$3,054	\$3,130
Hourly	\$19.71	\$20.90	\$21.42	\$21.96	\$22.50	\$23.07	\$23.64	\$24.23	\$24.84	\$25.46	\$26.10	\$26.75	\$27.42	\$28.10	\$28.81	\$29.53
		6.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Driver/Pump Operator	\$68,611.68	\$70,326.97	\$72,085.14	\$73,887.27	\$75,734.45	\$77,627.81	\$79,568.51	\$81,557.72	\$83,596.67	\$85,686.58	\$87,828.75	\$90,024.47	\$92,275.08	\$94,581.95		
Bi-weekly	\$2,498	\$2,560	\$2,624	\$2,690	\$2,757	\$2,826	\$2,896	\$2,969	\$3,043	\$3,119	\$3,197	\$3,277	\$3,359	\$3,443		
Hourly (2912)	\$23.56	\$24.15	\$24.75	\$25.37	\$26.01	\$26.66	\$27.32	\$28.01	\$28.71	\$29.43	\$30.16	\$30.91	\$31.69	\$32.48		
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Fire Inspector	\$72,042.26	\$73,843.32	\$75,689.40	\$77,581.64	\$79,521.18	\$81,509.21	\$83,546.94	\$85,635.61	\$87,776.50	\$89,970.92	\$92,220.19	\$94,525.69	\$96,888.84			
Bi-weekly (106)	\$2,622	\$2,688	\$2,755	\$2,824	\$2,895	\$2,967	\$3,041	\$3,117	\$3,195	\$3,275	\$3,357	\$3,441	\$3,527			
Hourly (2912)	\$24.74	\$25.36	\$25.99	\$26.64	\$27.31	\$27.99	\$28.69	\$29.41	\$30.14	\$30.90	\$31.67	\$32.46	\$33.27			
Hourly (2080)	\$34.64	\$35.50	\$36.39	\$37.30	\$38.23	\$39.19	\$40.17	\$41.17	\$42.20	\$43.26	\$44.34	\$45.45	\$46.58			
Bi-weekly (80)	\$2,771	\$2,840	\$2,911	\$2,984	\$3,059	\$3,135	\$3,213	\$3,294	\$3,376	\$3,460	\$3,547	\$3,636	\$3,726			
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%			
Lieutenant/Training Instructor/Inspector II	\$79,293.66	\$81,276.00	\$83,307.90	\$85,390.60	\$87,525.36	\$89,713.49	\$91,956.33	\$94,255.24	\$96,611.62	\$99,026.91	\$101,502.58	\$104,040.15				
Bi-weekly (106)	\$2,886	\$2,959	\$3,032	\$3,108	\$3,186	\$3,266	\$3,347	\$3,431	\$3,517	\$3,605	\$3,695	\$3,787				
Hourly (2912)	\$27.23	\$27.91	\$28.61	\$29.32	\$30.06	\$30.81	\$31.58	\$32.37	\$33.18	\$34.01	\$34.86	\$35.73				
Hourly (2080)	\$38.12	\$39.08	\$40.05	\$41.05	\$42.08	\$43.13	\$44.21	\$45.32	\$46.45	\$47.61	\$48.80	\$50.02				
Bi-weekly (80)	\$3,050	\$3,126	\$3,204	\$3,284	\$3,366	\$3,451	\$3,537	\$3,625	\$3,716	\$3,809	\$3,904	\$4,002				
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%				
Training Officer/Captain/Inspector III	\$91,638.69	\$93,929.66	\$96,277.90	\$98,684.84	\$101,151.97	\$103,680.76	\$106,272.78	\$108,929.60	\$111,652.84	\$114,454.16						
Bi-weekly (106)	\$3,336	\$3,419	\$3,505	\$3,592	\$3,682	\$3,774	\$3,868	\$3,965	\$4,064	\$4,166						
Hourly (2912)	\$31.47	\$32.26	\$33.06	\$33.89	\$34.74	\$35.60	\$36.49	\$37.41	\$38.34	\$39.30						
Hourly (2080)	\$44.06	\$45.16	\$46.29	\$47.44	\$48.63	\$49.85	\$51.09	\$52.37	\$53.68	\$55.02						
Bi-weekly (80)	\$3,525	\$3,613	\$3,703	\$3,796	\$3,890	\$3,988	\$4,087	\$4,190	\$4,294	\$4,402						
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%						
Battalion Chief	\$105,905.69	\$108,553.33	\$111,267.16	\$114,048.84	\$116,900.06	\$119,822.56	\$122,818.13	\$125,888.58								
Bi-weekly (106)	\$3,855	\$3,951	\$4,050	\$4,152	\$4,255	\$4,362	\$4,471	\$4,582								
Hourly (2912)	\$36.37	\$37.28	\$38.21	\$39.17	\$40.14	\$41.15	\$42.18	\$43.23								
Hourly (2080)	\$50.92	\$52.19	\$53.49	\$54.83	\$56.20	\$57.61	\$59.05	\$60.52								
Bi-weekly (80)	\$4,073	\$4,175	\$4,280	\$4,386	\$4,496	\$4,609	\$4,724	\$4,842								
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%								
Division Chief	\$115,966.73	\$118,865.90	\$121,837.55	\$124,883.48	\$128,005.57	\$131,205.71	\$134,485.85									
Bi-weekly (106)	\$4,221	\$4,327	\$4,435	\$4,546	\$4,660	\$4,776	\$4,895									
Hourly (2912)	\$39.82	\$40.82	\$41.84	\$42.89	\$43.96	\$45.06	\$46.18									
Hourly (2080)	\$55.75	\$57.15	\$58.58	\$60.04	\$61.54	\$63.08	\$64.66									
Bi-weekly (80)	\$4,460	\$4,572	\$4,686	\$4,803	\$4,923	\$5,046	\$5,173									
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%									



EXECUTIVE SUMMARY
09/01/2022

AGENDA SUBJECT:

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.

BACKGROUND:

The Brushy Creek Regional Utility Authority (BCRUA) Phase 1, Contract 2 Raw Water Line was completed in 2012 and consists of a 36-inch diameter ductile iron pipeline laid on the lakebed of Lake Travis. The pipeline connects an underwater pipeline manifold at the floating raw water intake barge to the 78-inch diameter raw water pipeline on Trails End Road. The 36-inch diameter raw water pipeline and the raw water intake barge are a temporary raw water delivery system to provide water the BCRUA Water Treatment Plant until the Phase 2 Raw Water Delivery System comes online.

On December 21, 2020, the 36-inch diameter pipeline failed resulting in the loss of service of the BCRUA regional water system. The 36-Inch Underwater Pipeline Repair Project was conducted to repair the pipeline. The repair was completed in early May 2021 and returned the BCRUA system to service. To monitor the repair, regular inspections of the underwater pipeline have been conducted weekly, then bi-monthly, since that time.

On August 8, 2022, during one of the routine underwater inspections, a leak was discovered on the section of the 36-inch raw water pipe that was repaired in 2021. The size of the leak is estimated at 1 million gallons per day, or about 3% of the pipe capacity. It is unclear what caused the new leak.

While the pipeline remains in service and flow is stable at this time, due to the critical nature of this pipeline, staff is recommending a repair to be completed as soon as possible. To conduct the repair, staff recommends contracting with TSJV, BCRUA's Phase 2 deep water intake contractor, to make the needed repairs. Staff is familiar with TSJV's underwater marine construction experience, personnel, and equipment and recommend this contractor to perform this needed repair in a timely manner.

Funding for this contract will be from unused TWDB loan funds or local funds. Leander cost will be 46.67% of a not to exceed cost of \$1.6M.

RECOMMENDATION:

Staff recommends approval of resolution BCRUA Construction Contract for Emergency Repair of Underwater 36-inch BCRUA Raw Water Line in the amount of \$746,720.00 cost to Thalle/SAK JV (TSJV).

PRESENTER:

Dan Grimsbo, PE, Executive Director of Infrastructure

Attachments

1. BCRUA Board Packet Information

DATE: August 19, 2022

SUBJECT: BCRUA Board Meeting – August 24, 2022

ITEM: 6E. Consider a resolution authorizing the President to execute a Construction Contract with Thalle/SAK JV for the repair of the 36" Underwater Pipeline.

PRESENTER: Karen Bondy, General Manager

BACKGROUND:

The Brushy Creek Regional Utility Authority (BCRUA) Phase 1, Contract 2 Raw Water Line was completed in 2012 and consists of a 36-inch diameter ductile iron pipeline laid on the lakebed of Lake Travis. The pipeline connects an underwater pipeline manifold at the floating raw water intake barge to the 78-inch diameter raw water pipeline on Trails End Road. The 36-inch diameter raw water pipeline and the raw water intake barge are a temporary raw water delivery system to provide water the BCRUA Water Treatment Plant until the Phase 2 Raw Water Delivery System comes online.

On December 21, 2020, the 36-inch diameter pipeline failed resulting in the loss of service of the BCRUA regional water system. The 36-Inch Underwater Pipeline Repair Project was conducted to repair the pipeline. The repair was completed in early May 2021 and returned the BCRUA system to service. To monitor the repair, regular inspections of the underwater pipeline have been conducted weekly, then bi-monthly, since that time.

On August 8, 2022, during one of these routine underwater inspections, a leak was discovered on the section of the 36" raw water pipe that was repaired in 2021. The size of the leak is estimated at 1 million gallons per day, or about 3 percent of the pipe capacity. It is unclear what caused the new leak. While the pipeline remains in service and flow is stable at this time, due to the critical nature of this pipeline, staff is recommending a repair to be completed as soon as possible. To conduct the repair, staff recommends contracting with Thalle/SAK Joint Venture (TSJV), BCRUA's Phase 2 deep water intake contractor, to make the needed repairs. Staff is familiar with TSJV's underwater marine construction experience, personnel, and equipment and recommend this contractor to perform this needed repair in a timely manner.

The description of the proposed project approach, cost estimate, and schedule will be presented at the Board meeting.

FUNDING:

Funding for this contract will be from unused TWDB loan funds or local funds.

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

RESOLUTION NO. R-22-08-24-6E

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (“BCRUA”) has determined that an emergency repair is required to be completed on a 36-inch underwater pipeline; and

WHEREAS, the repair of the 36-inch underwater pipeline (“Project”) is necessary to preserve or protect the public health and safety of the residents of the cities of Cedar Park, Leander, and Round Rock; and

WHEREAS, the BCRUA is under no obligation, statutory or otherwise, to advertise for bids for the Project, as such fall under the general exemption to competitive bidding requirements cited in Texas Local Government Code Section 252.022(a)(2) regarding procurements necessary to preserve or protect the public health or safety of the municipality’s residents; and

WHEREAS, Thalle/SAK JV has submitted or will soon submit a proposal to complete the Project; and

WHEREAS, the BCRUA desires to enter into a contract with Thalle/SAK JV to complete the Project, Now Therefore

BE IT RESOLVED BY THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY,

That the President is hereby authorized and directed to execute on behalf of the BCRUA a contract with Thalle/SAK JV, subject to the General Manager’s and the Board Attorneys’ approval of the final language and terms of said contract.

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

RESOLVED this 24th day of August, 2022.

ANNE DUFFY, President
Brushy Creek Regional Utility Authority

ATTEST:

NA'COLE THOMPSON, Secretary