



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

Pat Bryson Municipal Hall  
201 North Brushy Street ~ Leander, Texas



Thursday ~ March 17, 2016 at 7:00 PM

**Mayor – Christopher Fielder**

**Place 1 – Andrea Navarrette (Mayor Pro Tem)**

**Place 2 – Michelle Stephenson**

**Place 3 – Shanan Shepherd**

**Place 4 – Ron Abruzzese**

**Place 5 – Jeff Seiler**

**Place 6 – Troy Hill**

**City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments:
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*

**CONSENT AGENDA: ACTION**

5. Approval of the minutes: March 3, 2016
6. Special Permit for the use of the South San Gabriel River Park property to stage a rodeo to raise funds for the Rouse High School FFA

**PUBLIC HEARING: NO ACTION**

7. **Second Public Hearing on Area A:** Annexation of all that certain parcel or tract of land containing 56.09 acres, more or less, located in Travis County, Texas, generally located north of RM 1431, and either side of Vista Rock Rd. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
8. **Second Public Hearing on Area B:** Annexation of all that certain parcel or tract of land containing 15.36 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of W San Gabriel Pkwy. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
9. **Second Public Hearing on Area C:** Annexation of all that certain parcel or tract of land containing 288.22 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, west of County Road 279 / Bagdad Rd. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
10. **Second Public Hearing on Area D:** Annexation of all that certain parcel or tract of land containing 187.06 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, east of the Mesa Vista Estates subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
11. **Second Public Hearing on Area E:** Annexation of all that certain parcel or tract of land containing 62.69 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, west of the Greatwood subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

12. **Second Public Hearing on Area F:** Annexation of all that certain parcel or tract of land containing 840.28 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of County Road 280, south of County Road 281 including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
13. **Second Public Hearing on Area G:** Annexation of all that certain parcel or tract of land containing 76.49 acres, more or less, located in Williamson County, Texas, and generally located east of Oak Grove Rd, north of Heritage Grove Rd. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
14. **Second Public Hearing on Area H:** Annexation of all that certain parcel or tract of land containing 29.92 acres, more or less, located in Williamson County, Texas, and generally located west of US 183, east of County Road 276, south of the High Gabriel West subdivision. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
15. **Second Public Hearing on Area I:** Annexation of all that certain parcel or tract of land containing 268.72 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, west of Ronald W Reagan Blvd, either side of Kaufmann Loop, north and west of County Road 267 including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
16. **Second Public Hearing on Area J:** Annexation of all that certain parcel or tract of land containing 53.04 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, east of Ronald W Reagan Blvd, north of County Road 268. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
17. **Second Public Hearing on Area K:** Annexation of all that certain parcel or tract of land containing 192.93 acres, more or less, located in Williamson County, Texas, and generally located either side of County Road 270, south of E. San Gabriel Pkwy, north of Hero Way. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
18. **Second Public Hearing on Area L:** Annexation of all that certain parcel or tract of land containing 124.03 acres, more or less, located in Williamson County, Texas, and generally located north of Hero Way, east of County Road 270, west of Ronald W Reagan Blvd, south and west of the Palmera Ridge subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
19. **Second Public Hearing on Area M:** Annexation of all that certain parcel or tract of land containing 183.88 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of the South Fork of the San Gabriel River, north of the Reagans Overlook subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
20. **Second Public Hearing on Area N:** Annexation of all that certain parcel or tract of land containing 262.58 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, north of RM 2243, south of the Reagans Overlook subdivision. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

21. **Second Public Hearing on Area O:** Annexation of all that certain parcel or tract of land containing 468.05 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of County Road 176, north of Journey Pkwy, either side of County Road 175, west and north of the Parkside at Mayfield Ranch subdivision, including the remainder of the Valley View subdivision, the entire Creek Meadow Estates subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
22. **Second Public Hearing on Area P:** Annexation of all that certain parcel or tract of land containing 98.42 acres, more or less, located in Williamson County, Texas, and generally located south of Journey Pkwy, north of the Stonehurst subdivision, either side of County Road 175, north of the Williamson County Regional Park, south of the Trails at Shady Oak / Borho subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
23. **Second Public Hearing on Area 1:** Annexation of all that certain parcel or tract of land containing 1.55 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, east of the Greatwood subdivision, being generally known as the CR 280 Elevated Storage Tank site, being wholly owned by the City of Leander including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters
24. **Second Public Hearing on Area 2:** Annexation of all that certain parcel or tract of land containing 43.18 acres, more or less, located in Williamson County, Texas, generally located east of US 183, north of the South Fork of the San Gabriel River, being generally known as the San Gabriel River Park site, being wholly owned by the City of Leander including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

<b>PUBLIC HEARING: ACTION</b>
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25. **Public Hearing** on Zoning Case 16-Z-002: Consider a zoning change of one lot located at 523 Powell Drive for 6.948 acres, more or less from current zoning of PUD, Planned Unit Development with a base zoning district of MF-1-B, Multi-Family. The applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas  
*Applicant: Josh Becker on behalf of Lexor Homes, Inc.*  
  
**Action:** on Zoning Case 16-Z-002: amending Ordinance 05-018, the Composite Zoning Ordinance for one lot located at 523 Powell Drive for 6.948 acres, more or less from current zoning of PUD, Planned Unit Development with a base zoning district of MF-1-B, Multi-Family. The applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas
26. **Public Hearing** on the continuation of Chapter 8, Article 8.500 of the Leander Code of Ordinances; establishing curfews for minors; providing definitions; providing defenses and exceptions; and providing penalties  
  
**Action** on the continuation of Chapter 8, Article 8.500 of the Leander Code of Ordinances; establishing curfews for minors; providing definitions; providing defenses and exceptions; and providing penalties
27. **Public Hearing** on granting a non-exclusive permit and license for right-of-way sign services to National Sign Plazas; and providing for related matters  
  
**Action** on granting a non-exclusive permit and license for right-of-way sign services to National Sign Plazas; and providing for related matters

## REGULAR AGENDA

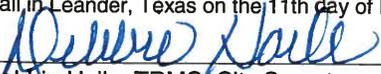
28. Consider possible action to amend the description and the map of the land to be annexed as part of Annexation Area O
29. Consider Annexation Development Agreements under Section 43.035, Texas Local Government Code between the City of Leander and each of the following property owners:
  - a. Terence and Gloria MacConnell
  - b. James E. Roberson and Monta Jane Akin
  - c. Nathan and Lisa Ronan
  - d. Darrell and Bonita Word
  - e. Charles D. Griffin and Naomi C. Boyar
30. Authorize the filing of applications for an amendment to the City's Water Certificate of Convenience and Necessity (CCN) No. #10302 and Sewer CCN No. 20626 to add areas within the city limits and ETJ north of the South San Gabriel River and to exclude the Garey Ranch, and authorize the City Manager to sign the applications
31. Consider approval of Agreement with Williamson County Emergency Service District #9 for Fire Service Agreements
32. Consider Resolution Agreement to solicit grant funding from the Texas Commission on Environmental Quality (TCEQ) for the Local Emission Reduction Request
33. Consider Resolution Agreement to solicit grant funding from the Homeland Security Grant Program of the Governor's office for the Leander Police Department and Leander Fire Department Radio Project
34. Consider Amendment of Development Agreement for the Randall's Food Store and Shopping Center
35. Water Supply Update
36. Council Member Closing Statements

## EXECUTIVE SESSION

37. Convene into executive session pursuant to Section 551.087, Texas Government Code, to discuss and deliberate an offer of economic development incentives to a business prospect that the City seeks to have locate in the City
38. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding an offer of economic development incentives to a business prospect the City seeks to have locate in the City
39. Adjournment

### CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 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 items in accordance with the sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations Or 551.076 [deployment/implementation of security personnel or devices]. 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 11th day of March, 2016 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

  
Debbie Haile, TRMC, City Secretary



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

Pat Bryson Municipal Hall  
201 North Brushy Street ~ Leander, Texas



Thursday ~ March 3, 2016 at 7:00 PM

**Mayor – Christopher Fielder  
Place 1 – Andrea Navarrette (Mayor Pro Tem)  
Place 2 – Michelle Stephenson  
Place 3 – Shanán Shepherd**

**Place 4 – Ron Abruzzese  
Place 5 – Jeff Seiler  
Place 6 – Troy Hill  
City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance

**Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance**

**Council Member Shepherd delivered the invocation**

2. Roll Call

**All present**

3. Staff Comments:

**Paul Preston, IT Manager introduced Stuart Smith, Public Safety Systems Administrator**

4. Citizen Comments: Three (3) minutes allowed per speaker

*Please turn in speaker request form before the meeting begins*

**No speakers**

**CONSENT AGENDA: ACTION**

5. Approval of the minutes: February 18, 2016

6. Second reading of an ordinance on Zoning Case 15-Z-018: amending Ordinance 05-018, the Composite Zoning Ordinance for several parcels of land located east of the eastern terminus of E. San Gabriel Parkway at the intersection with CR 270, on the east of CR 270, for 230 acres, more or less from interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development with the following base zoning district of SFC-2-A, Single Family Compact, SFU-2-A, Single Family Urban, SFS-2-A, Single Family Suburban, and MF-2-A, Multi-Family, Leander, Williamson County, Texas

7. Second reading of an ordinance on Zoning Case 15-Z-036: amending Ordinance 05-018, the Composite Zoning Ordinance for two lots generally located 750 feet to the west of the intersection of E. Crystal Falls Parkway and Ronald Reagan Blvd. for 9.736 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and interim zoning SFS-2-B, Single Family Suburban to GC-3-B, General Commercial, Leander, Williamson County, Texas

8. Second reading of an ordinance on Zoning Case 16-Z-001: amending Ordinance 05-018, the Composite Zoning Ordinance for a lot located at 1109 Leander Drive for 3.526 acres, more or less, from HC-4-D, Heavy Commercial to HC-5-D, Heavy Commercial, Leander, Williamson County, Texas

9. Special Use Permit for the Williamson County Amateur Radio Club to use Devine Lake Park for Field Day, June 24-26, 2016
10. Dedication and Acceptance of Subdivision Infrastructure Improvements for Bryson Phase 1 – Section 1B
11. Dedication and Acceptance of Subdivision Infrastructure Improvements for Carneros Ranch Section 2
12. Dedication and Acceptance of Subdivision Infrastructure Improvements for Crystal Falls Town Center Phase 2

**Motion made by Mayor Pro Tem Navarrette to approve the consent agenda. Second by Council Member Shepherd. Motion passes, all voting “aye”**

**PUBLIC HEARING: NO ACTION**

13. **Public Hearing on Area A:** Annexation of all that certain parcel or tract of land containing 56.09 acres, more or less, located in Travis County, Texas, generally located north of RM 1431, and either side of Vista Rock Rd. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters  
**Tom Yantis, Asst. City Manager explained all the annexation items from item 13 to item 30**  
**No speakers**  
**P. Reese Davis – 201 N. West Street – sent email in opposition**
14. **Public Hearing on Area B:** Annexation of all that certain parcel or tract of land containing 15.36 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of W San Gabriel Pkwy. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters  
**No speakers**
15. **Public Hearing on Area C:** Annexation of all that certain parcel or tract of land containing 288.22 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, west of County Road 279 / Bagdad Rd. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters  
**No speakers**
16. **Public Hearing on Area D:** Annexation of all that certain parcel or tract of land containing 187.06 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, east of the Mesa Vista Estates subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters  
**No speakers**
17. **Public Hearing on Area E:** Annexation of all that certain parcel or tract of land containing 62.69 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, west of the Greatwood subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters  
**No speakers**

18. **Public Hearing on Area F:** Annexation of all that certain parcel or tract of land containing 840.28 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of County Road 280, south of County Road 281 including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

**Mark Lumpkin – 155 N. Fawn Ridge – spoke against**

**Van Whitbeck - 16001 Ronald Reagan – spoke against**

**Daniel Saccone 3036 Crest Lane, Round Rock – spoke against**

**Tom Yantis, Asst. City Manager clarified and answered questions from the previous items**

19. **Public Hearing on Area G:** Annexation of all that certain parcel or tract of land containing 76.49 acres, more or less, located in Williamson County, Texas, and generally located east of Oak Grove Rd, north of Heritage Grove Rd. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

**No speakers**

20. **Public Hearing on Area H:** Annexation of all that certain parcel or tract of land containing 29.92 acres, more or less, located in Williamson County, Texas, and generally located west of US 183, east of County Road 276, south of the High Gabriel West subdivision. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

**No speakers**

21. **Public Hearing on Area I:** Annexation of all that certain parcel or tract of land containing 268.72 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, west of Ronald W Reagan Blvd, either side of Kaufmann Loop, north and west of County Road 267 including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

**No speakers**

22. **Public Hearing on Area J:** Annexation of all that certain parcel or tract of land containing 53.04 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, east of Ronald W Reagan Blvd, north of County Road 268. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

**No speakers**

23. **Public Hearing on Area K:** Annexation of all that certain parcel or tract of land containing 192.93 acres, more or less, located in Williamson County, Texas, and generally located either side of County Road 270, south of E. San Gabriel Pkwy, north of Hero Way. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

**No speakers**

24. **Public Hearing on Area L:** Annexation of all that certain parcel or tract of land containing 124.03 acres, more or less, located in Williamson County, Texas, and generally located north of Hero Way, east of County Road 270, west of Ronald W Reagan Blvd, south and west of the Palmera Ridge subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

**No speakers**

25. **Public Hearing on Area M:** Annexation of all that certain parcel or tract of land containing 183.88 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of the South Fork of the San Gabriel River, north of the Reagans Overlook subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

**No speakers**

26. **Public Hearing on Area N:** Annexation of all that certain parcel or tract of land containing 262.58 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, north of RM 2243, south of the Reagans Overlook subdivision. including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

**Alan Hanson – 355 CR 264 – spoke against  
Fire Chief Bill Gardner spoke about outdoor burning**

27. **Public Hearing on Area O:** Annexation of all that certain parcel or tract of land containing 468.05 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of County Road 176, north of Journey Pkwy, either side of County Road 175, west and north of the Parkside at Mayfield Ranch subdivision, including the remainder of the Valley View subdivision, the entire Creek Meadow Estates subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

**Anna Fisher 1825 CR 175 – spoke against  
Larry Fisher – 1825 CR 175 – spoke against  
Skyler Williams 1955 CR 175 – spoke against  
Kevin Popejoy - 10 Valley View Circle – spoke against  
David Pope - 349 CR 177 – spoke against  
Travis Everett – 135 Creek Meadow Cove – spoke against  
Jerry Thomas – 480 CR 177 – spoke against  
Terry Kroeker – 15 Valley View Cr – spoke against  
Dewana Kroeker – 15 Valley View Cr – spoke against  
Shelia Williams – 1955 CR 175 – spoke against  
Vicki Thomas – 3 Valley View Cr – spoke against  
Anne Pope – 349 CR 177 – spoke against  
Chuck Griffin – 16 Valley View Circle – spoke against  
Nick Orand – 122 Creekmeadow Cv – spoke against  
Kathy Hines – 108 Valley View Dr – spoke against  
Larry Thomas Jr. – 3 Valley View Circle – spoke against  
Benjamin Beaty – 4 Valley View Circle – spoke against  
James Pittman – 115 Valley View – spoke against  
John Hines – 108 Valley View Dr – spoke in favor of  
Naomi Boyer – 16 Valley View Circle – spoke against  
Christi Popejoy – 10 Valley View Circle – spoke against  
Markus Lagmanson - 101 Valley View Dr- spoke against  
Rick Bott - 1101 CR 177 - spoke against**

**Mayor Fielder clarified some issues discussed  
Kent Cagle, City Manager clarified issues regarding utilities**

28. **Public Hearing on Area P:** Annexation of all that certain parcel or tract of land containing 98.42 acres, more or less, located in Williamson County, Texas, and generally located south of Journey Pkwy, north of the Stonehurst subdivision, either side of County Road 175, north of the Williamson County Regional Park, south of the Trails at Shady Oak / Borho subdivision including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters  
**Christine Ledbetter 2300 CR 175 spoke against**
29. **Public Hearing on Area 1:** Annexation of all that certain parcel or tract of land containing 1.55 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, east of the Greatwood subdivision, being generally known as the CR 280 Elevated Storage Tank site, being wholly owned by the City of Leander including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters  
**No speakers**
30. **Public Hearing on Area 2:** Annexation of all that certain parcel or tract of land containing 43.18 acres, more or less, located in Williamson County, Texas, generally located east of US 183, north of the South Fork of the San Gabriel River, being generally known as the San Gabriel River Park site, being wholly owned by the City of Leander including the abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters  
**No speakers**

## REGULAR AGENDA

31. Consider Annexation Development Agreements under Section 43.035, Texas Local Government Code between the City of Leander and each of the following property owners:
- a. Alley, Richard A.
  - b. Barton, TM and Peggy Stephens
  - c. Borho, Curtis C.
  - d. Champion, Emogene
  - e. Crawford, Joseph and Betty
  - f. Dipprey, Virginia and Ronald
  - g. McArthur, Jeanette
  - h. Miller, Larry and Leslie
  - i. Mize, Michael and Carolyn
  - j. MJAG Partnership
  - k. Velchoff, James and Deborah
  - l. Williams, William Edward III
  - m. Williams, William Edward III and Deborah A. Wicker

**Tom Yantis, Asst. City Manager explained**

**Motion made by Mayor Pro Tem Navarrette to approve the Annexation Development Agreements. Second by Council Member Seiler. Motion passes, all voting “aye”**

32. Consider Award to Centre Technologies for Network Backbone and Wi-Fi Refresh Components  
**Paul Preston, IT Manager explained**

**Motion made by Council Member Seiler to approve. Second by Council Member Shepherd.  
Motion passes, all voting “aye”**

**Mayor Fielder moved to item #34 at this time**

33. Council Member Closing Statements  
**Council Members gave their closing statements**

**EXECUTIVE SESSION**

34. Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legal issues related to water treatment and utility agreements

**Council convened into executive session at 8:49 pm  
Council reconvened into open session at 9:23 pm**

35. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding water treatment and utility agreements  
**No action taken**

36. Adjournment  
**With there being no further business, the meeting adjourned at 9:24 pm**

Attest:

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, TRMC, City Secretary



**Executive Summary**

**March 17, 2016**

**Subject:** Approval of a special permit for the use of the South San Gabriel River Park property to stage a rodeo to raise funds for the Rouse High School FFA

**Background:** The Broken G Rodeo Company has requested a special permit to use the South San Gabriel River Park property to stage a one-day rodeo April 2, 2016 to raise funds for the Rouse HS FFA. The property will be used March 30<sup>th</sup> through April 6<sup>th</sup>, and the rodeo will be on April 2<sup>nd</sup> from 7 pm to midnight. The sale of beer, food and other concessions is proposed.

Broken G Rodeo is a professional bull riding company that has put on four previous rodeo fundraisers for the Rouse HS FFA. The last two years the event was held outside the Cedar Park Center.

We have consulted with the Fire and Police Departments and if the following conditions are met we recommend approval of the special permit.

- Emergency action plan
- Traffic control and security
- EMS medical standby
- Texas Alcohol & Beverage Commission special event license to sell beer
- Williamson County Food Handler permits to sell food
- Proof of insurance naming the City as an insured party
- Security deposit to help insure the clean-up and restoration of the property

**Financial Consideration:** None

**Recommendation:** Staff respectfully recommends Council approval to allow the Broken G Rodeo Company to use the South San Gabriel River Park property from March 30 to April 2 to stage a rodeo to raise funds for the Rouse High School FFA, contingent upon meeting all of the above conditions.

**Attachments:** Special Permit Application

**Prepared by:** Stephen Bosak, Parks & Recreation Director



# Special Event Permit Application

Phone: 512.528.9909 Fax: 512.528.9228

Applicant/Organization Name: 5TH ANNUAL LEANDER BULL RIDING SHOW OUT

Type of Organization: BULL RIDING BROKEN GRODEO CO.

Name & Contact Information of Responsible Individual: LOUIE GARCIA

201 THOMPSON CEDAR PARK TX. 78613  
Address, State & Zip Code

(512) 680-9975  
Daytime Phone No.

(512) 680-9975  
Mobile Phone No.

BROKEN CATTLE @ YAHOO.COM  
Email Address

**Description of Event** (Provide the date and time, facilities needed, park location, describe activities, target audience and expected attendance, admission fees or other charges and proceeds recipient, type of entertainment to be provided, etc.)

PROFESSIONAL BULL RIDE EVENT, BEER SALES, SEVERAL VENDOR BOOTHS, LIVE MUSIC. TWO TO FIVE HUNDRED PEOPLE. \$12 ADULTS \$7 CHILD ONE TENT SAFT 200

APRIL 2. 2016 12PM - 12AM  
(7PM - 2AM) 2255 US-183

City Services Needed (Check all that apply)

Utilities:  Electricity  Restrooms  Water

Sanitation/Litter Pick Up & Removal:  By City  By Others (Who) \_\_\_\_\_

Security:  By City  By Others (Describe) \_\_\_\_\_

Will alcohol be served or sold?  No  Yes (If so, explain) BEER BOOTH, VIP TENT.

Will the proposed activity interfere or detract from the general public use of the area?  
 No  Yes (If so, explain) \_\_\_\_\_

Will the proposed activity adversely impact or affect City, adjacent or nearby property owners?  
 No  Yes (If so, explain) \_\_\_\_\_

Will the activity cause or create health or safety risks to the public, or damage to other property?  
 No \_\_\_\_\_ Yes (If so, explain) \_\_\_\_\_

Will the event require local or state permits, or violate any federal, state or municipal laws?  
 No \_\_\_\_\_ Yes (If so, explain) \_\_\_\_\_

What measures will be taken to prevent/minimize adverse impacts or affects?  
INFORMATION HAS BEEN ADDED TO APPLICATION

**Proof of Insurance** (If required, the *Proof of Insurance* must include a general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$1 million, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall include the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of the permitted event, its officers, employees, agents, or contractors, relative to the permit, or otherwise within the public property identified in the permit. Applicant shall be responsible for any deductibles stated in the policy. The certificate of insurance evidencing such coverage shall be delivered to the City no later than 48 hours before the permitted event. Applicant shall not cause any insurance to be canceled nor permit any insurance to lapse during the permitted event.

**Indemnification**

By signing below, the Applicant hereby indemnifies, defends and holds harmless the City, its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by permitted activities.

The Applicant further understands that the Parks & Recreation Director may impose reasonable restrictions and conditions of the granting of a permit dependent upon the type and nature of the proposed activity and impacts on the park or community.

  
Applicant Signature

02-23-16  
Date

<b>For Official Use Only.</b>	
City services to be provided:	_____
Fee (Amount): _____ Rec'd? _____	Security Deposit (Amount) _____ Rec'd _____
Restrictions/Special Conditions:	_____ _____ _____
<b>APPROVALS:</b> _____	Police _____ Fire _____ Permits _____ City Manager _____ City Council (Date) _____ _____ Other (Specify) _____

## **5th ANNUAL LEANDER BULL RIDING SHOOTOUT EVENT PERMIT**

**Event Coordinator: Louie Garcia**

**Broken G Rodeo Co. Louie & Tara Garcia president and owner**

**This information is to be added to and is in conjunction with the original permit paperwork for this event. This is additional information as requested.**

**Broken G Rodeo recognizes the need for and is committed to providing all necessary means to ensure a safe and successful event in accordance with all City of Leander laws and ordinances.**

- **The bull riding event will take place at 2201 u.s.183 in Leander on April 2, 2015**
- **The event will consist of a professional bull riding, a mutton bustin' for the younger kids, live music venue, and a few vendor locations.**
- **Entry and Exit to the event have been noted on the plans. Broken G Rodeo will process vehicles into the event in a timely fashion to not have a lot of backup onto 183.**
- **The vehicles will be processed onto the property and parked in an organized manner to keep all traffic lanes clear and access for response units in case of an emergency.**
- **The ranch road on the property will be blocked off and no parking will be allowed on the ranch road to allow for emergency vehicle at all times. A 10foot easement on each side of the ranch road will be part of this emergency lane to allow for the use of larger emergency vehicles if needed.**
- **An emergency access has been set up to the north of the bull ride arena for emergency response. this area will remain clear of all vehicles and public access during the entire event.**
- **A total of 6 generator light sets will be on the property. These light sets have been set up in a manner to provide adequate lighting and power for the event as well as taking the safety of the public into consideration.**
- **The bull riding portion of the event is being run by Broken G Rodeo Co. No one except Broken G Rodeo employees and the participants will have access to the chutes and holding area. The fence lines on the pasture have been walked and will hold in case an animal gets loose.**
- **Broken G Rodeo Co. has over 20 volunteers for the event to ensure a smooth and safe event. There is a dedicated supervisor for all areas of the event that report to the event coordinator: gate entry, parking, emergency & insurance compliance, vendor area, and**

arena/stage.

- An Emergency Action Plan has been put in place and will be executed in the case of any type of emergency. All Broken G Rodeo and volunteers will be briefed and provided a copy prior to the event.



Imagery ©2016 Google, Map data ©2016 Google 100 ft

- 1. ARENA
- 2. VENDOR SPOTS
- 3. VIP
- 4. PORTA POTTY
- 5. STAGE
- 6. PARKING



Imagery ©2016 Google, Map data ©2016 Google 200 ft

WILL PUT (MESSAGE BOARD)  
IN PLACE WHERE THE (X)  
IS . TO INFORM NORTH BOUND  
TRAFFIC OF THE EVENT.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>GRAHAM BROWN INSURANCE AGENCY</b> P.O. BOX 948 GIDDINGS, TEXAS 78942	CONTACT NAME <b>SANDRA TUCKER</b>
	PHONE (AG No. Exp) <b>979-542-0341</b> FAX (AG No.) <b>979-542-0683</b>
	E-MAIL ADDRESS <b>staff@grahambrowninsurance.com</b>
	INSURER(S) AFFORDED COVERAGE
	INSURER A <b>WESTERN WORLD INSURANCE CO</b>
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED **WESLEY HEMANUS DBA**  
**DIAMOND CROSS RODEO & DX3 PRODUCTIONS**  
1066 PR 3071  
MCDADE, TX 78650

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NO. STR	TYPE OF INSURANCE	AGOL YEAR	AGUE DATE	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NPP B160808	05/03/14	05/03/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROFESSIONAL FEES OR/IVC OFFICER/EMPLOYER EXCLUDED? (Mandatory to file) If yes describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

**SPECIAL EVENTS-RODEO-LEANDER FF BULLRIDING**  
**APRIL 4TH, 2015**  
**CERTIFICATE HOLDER- BROKEN G CATTLE CO, IS ALSO LISTED AS ADDITIONAL INSURED**

CERTIFICATE HOLDER <b>BROKEN G CATTLE CO.</b> 201 THOMPSON LN CEDAR PARK, TX 78613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Graham D. Brown</i>
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**Executive Summary**

**March 3, 2016**

**Agenda Subject:** Second Public Hearing on the annexation of sixteen (16) areas of land totaling 3,207.76 acres, more or less, including the abutting streets, roadways, and rights-of-way; being located in Travis and Williamson Counties, Texas and adjacent and contiguous to the city limits; and providing open meetings and other related matters.

**Background:** The resolution commencing the involuntary annexation of 16 areas of land as shown on the attached location map was approved on January 21, 2016. Notice was mailed to all affected property owners notifying them of the annexation and the dates and times of the public hearings. The resolution set the two public hearings for March 3, 2016 and March 17, 2016. The first reading of the ordinance is scheduled for April 7, 2016 and the second and final reading is scheduled for April 21, 2016.

**Origination:** City of Leander

**Recommendation:** Staff recommends conducting the second public hearing.

**Attachments:**

1. Resolution
2. Exhibit A - Location map
3. Area Descriptions
4. Annexation schedule

**Prepared by:** Tom Yantis, AICP  
Assistant City Manager

3/8/2016

**RESOLUTION NO. 16-002-00**

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF SIXTEEN (16) AREAS OF LAND TOTALING 3207.76 ACRES, MORE OR LESS, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN TRAVIS AND WILLIAMSON COUNTIES, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas, (herein the “City”) is a Texas home-rule city authorized to annex the properties more particularly described herein (the “subject properties”) that are contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the subject properties are contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City;

**WHEREAS**, the subject properties are contiguous on at least two sides with the boundaries of the city limits or abut other jurisdictional boundaries, as more particularly shown in the exhibit attached hereto;

**WHEREAS**, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code*, and the City Charter, is authorized to annex the subject properties; and

**WHEREAS**, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City’s annexation plan pursuant to §43.052 (h)(1) of the *Tex. Loc. Gov’t. Code*;

**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 annexations of all portions of the following-described subject properties and the abutting streets, roadways and rights-of-way, are hereby commenced:

- (1) Area A. All that certain parcel or tract of land containing 56.09 acres, more or less, located in Travis County, Texas, generally located north of RM 1431, and either side of Vista Rock Rd and being more particularly described and shown in Exhibit “A” attached hereto.
  
- (2) Area B. All that certain parcel or tract of land containing 15.36 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of W San Gabriel Pkwy, and being more particularly described and shown in Exhibit “A” attached hereto.

- (3) Area C. All that certain parcel or tract of land containing 288.22 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, west of County Road 279 / Bagdad Rd, and being more particularly described and shown in Exhibit "A" attached hereto.
- (4) Area D. All that certain parcel or tract of land containing 187.06 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, east of the Mesa Vista Estates subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (5) Area E. All that certain parcel or tract of land containing 62.69 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, west of the Greatwood subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (6) Area F. All that certain parcel or tract of land containing 840.28 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of County Road 280, south of County Road 281, and being more particularly described and shown in Exhibit "A" attached hereto.
- (7) Area G. All that certain parcel or tract of land containing 76.49 acres, more or less, located in Williamson County, Texas, and generally located east of Oak Grove Rd, north of Heritage Grove Rd, and being more particularly described and shown in Exhibit "A" attached hereto.
- (8) Area H. All that certain parcel or tract of land containing 29.92 acres, more or less, located in Williamson County, Texas, and generally located west of US 183, east of County Road 276, south of the High Gabriel West subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (9) Area I. All that certain parcel or tract of land containing 268.72 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, west of Ronald W Reagan Blvd, either side of Kaufmann Loop, north and west of County Road 267, and being more particularly described and shown in Exhibit "A" attached hereto.
- (10) Area J. All that certain parcel or tract of land containing 53.04 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, east of Ronald W Reagan Blvd, north of County Road 268, and being more particularly described and shown in Exhibit "A" attached hereto.

- (11) Area K. All that certain parcel or tract of land containing 192.93 acres, more or less, located in Williamson County, Texas, and generally located either side of County Road 270, south of E San Gabriel Pkwy, north of Hero Way, and being more particularly described and shown in Exhibit "A" attached hereto.
- (12) Area L. All that certain parcel or tract of land containing 124.03 acres, more or less, located in Williamson County, Texas, and generally located north of Hero Way, east of County Road 270, west of Ronald W Reagan Blvd, south and west of the Palmera Ridge subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (13) Area M. All that certain parcel or tract of land containing 183.88 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of the South Fork of the San Gabriel River, north of the Reagans Overlook subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (14) Area N. All that certain parcel or tract of land containing 262.58 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, north of RM 2243, south of the Reagans Overlook subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (15) Area O. All that certain parcel or tract of land containing 468.05 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of County Road 176, north of Journey Pkwy, either side of County Road 175, west and north of the Parkside at Mayfield Ranch subdivision, including the remainder of the Valley View subdivision, the entire Creek Meadow Estates subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.
- (16) Area P. All that certain parcel or tract of land containing 98.42 acres, more or less, located in Williamson County, Texas, and generally located south of Journey Pkwy, north of the Stonehurst subdivision, either side of County Road 175, north of the Williamson County Regional Park, south of the Trails at Shady Oak / Borho subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of March 3, 2016 and March 17, 2016. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and to property owners within the subject properties. The City shall offer to make a development agreement with certain subject property owners in accordance with section 43.035 of the Texas Local Government Code.

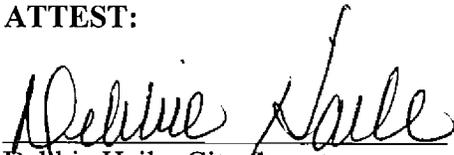
The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

**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 21st day of January, 2016.

ATTEST:

  
Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

  
Andrea Navarrette, Mayor Pro Tem



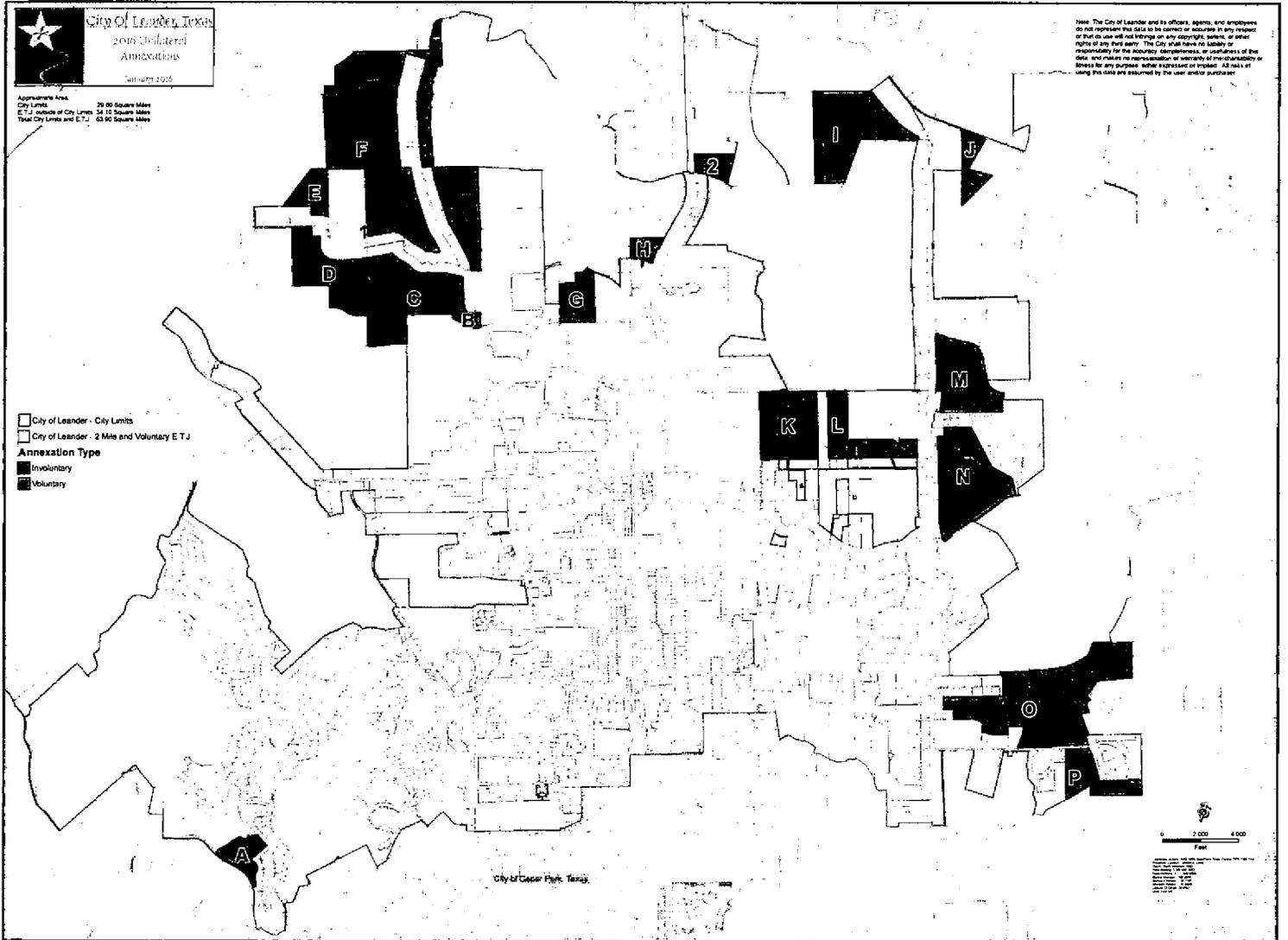
**EXHIBIT "A"**


**City of Leander, Texas**  
 2016 Unilateral  
 Annexations  
 January 2016

Approximate Area: 29.90 Square Miles  
 City Limits: 14.12 Square Miles  
 E.T.J. outside of City Limits: 14.12 Square Miles  
 Total City Limits and E.T.J.: 28.24 Square Miles

- City of Leander - City Limits
  - City of Leander - 2 Mile and Voluntary E.T.J.
- Annexation Type**
- Involuntary
  - Voluntary

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will entitle any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of the data, and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.



## **EXHIBIT “B”**

### **MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

**WHEREAS**, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject properties”);

**WHEREAS**, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

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

**WHEREAS**, the subject properties will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

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

**NOW, THEREFORE**, the following services will be provided for the subject properties on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, 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.

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.

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 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.

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

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

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

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, except as otherwise provided in subsection 2(A)(iii), water service will be provided to the subject properties by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The subject properties 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 properties as required in City ordinances. Upon acceptance of the water lines within the subject properties 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 properties' owner requests and is able to connect to the City's water utility system.

**[The following paragraph is only applicable to properties within Area I.]**

(iii) The subject properties in Area I are subject to that certain Settlement Agreement In the Matter of the Application from the City of Georgetown, Certificate of Convenience and Necessity (CCN) No. 12369, To Acquire Facilities and Transfer and Cancel CCN No. 11590 Held by Chisholm Trail Special Utility District in Bell, Burnet, and Williamson Counties, Texas between the City of Georgetown ("Georgetown"), the City of Leander, and Chisholm Trail Special Utility District ("CTSUD") dated August 8, 2014, as amended from time to time (the "Settlement Agreement"). Water service will be provided by the City to the subject properties in accordance with subsection 2(A)(ii) unless Georgetown, CTSUD and the City agree otherwise pursuant to the Settlement Agreement, and in such event, water service will be provided by Georgetown in accordance with its applicable ordinances and policies. The owner of the subject property agrees to opt out of Georgetown's CCN upon written request by the City.

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 by the City, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The subject properties 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 properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties 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.

**[The following paragraph is only applicable to properties within Area I.]**

(iii) Wastewater service is provided to the subject properties pursuant to a Wholesale Wastewater Service Agreement between the City of Liberty Hill and the City of Leander dated June 5, 2015, as amended from time to time (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject properties, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject properties, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject properties, agree that each lot, tract, parcel or building site within the subject properties that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fees, rates, and charges charged by the City for wastewater service to similarly situated customers and under the Wholesale Wastewater Agreement. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

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

(i) Provide maintenance services on existing public streets within the subject properties 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 properties, 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 properties, 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 properties abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners 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 properties the same as similarly situated properties.

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

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

**SCHEDULE FOR INVOLUNTARY ANNEXATION  
2016 UNILATERAL ANNEXATIONS**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
January 21, 2016	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>March 3, 2016 and March 17, 2016</b> ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
<b>By February 1, 2016</b>	<b>NOTICE TO</b> property owners & utility providers	Loc. Gov't Code § 43.062(a)
<b>February 17, 2016**</b> Publish notice of First Public Hearing and send school district notice	<b>NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS</b> ; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b>	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
<b>March 2, 2016**</b> Publish notice of Second Public Hearing	<b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the <u>First Public Hearing.</u> )	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
<b>March 3, 2016*</b>	<b>1st PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
<b>March 17, 2016*</b>	<b>2nd PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date <b>April 7, 2016*</b>	<b>FIRST READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
April 21, 2016; Or at a special called meeting after the 1st First Reading	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Not more than 90 days after 1 <sup>st</sup> reading of Ordinance § 43.064.
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  <ol style="list-style-type: none"> <li>1. County Clerk</li> <li>2. County Appraisal District</li> <li>3. County Tax Assessor Collector</li> <li>4. 911 Addressing</li> <li>5. Sheriff's Office</li> <li>6. City Department Heads</li> <li>7. State Comptroller</li> <li>8. Franchise Holders</li> </ol>	

\*Dates in **BOLD** are **MANDATORY** dates to follow this schedule. Please advise if deviation.

\*\*Newspaper notices to paper by 5p.m. the preceding Wednesday.



City Of Leander, Texas

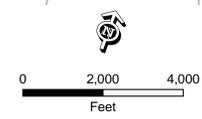
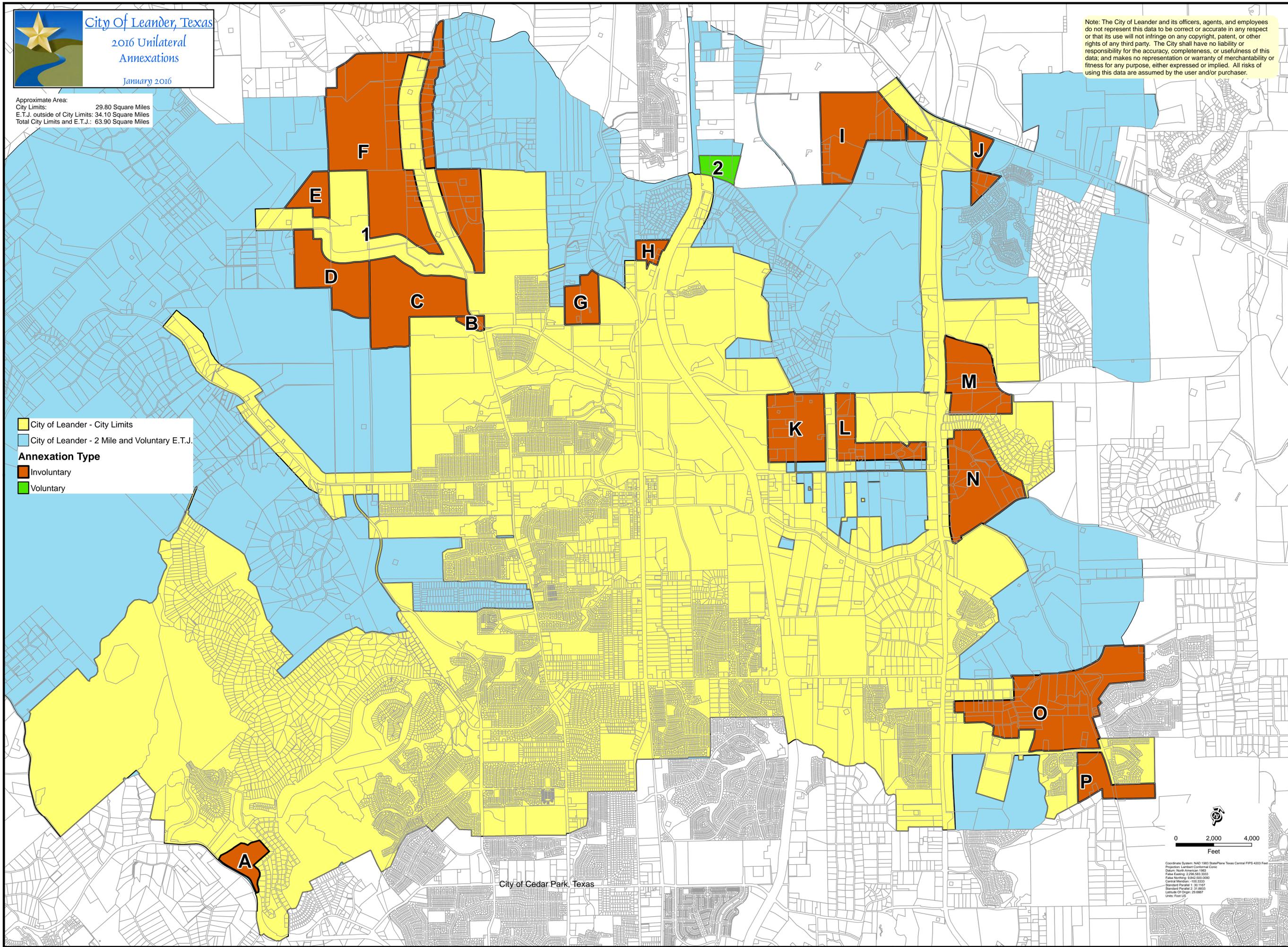
2016 Unilateral  
Annexations

January 2016

Approximate Area:  
City Limits: 29.80 Square Miles  
E.T.J. outside of City Limits: 34.10 Square Miles  
Total City Limits and E.T.J.: 63.90 Square Miles

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.

- City of Leander - City Limits
  - City of Leander - 2 Mile and Voluntary E.T.J.
- Annexation Type**
- Involuntary
  - Voluntary



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet  
 Projection: Lambert Conformal Conic  
 Datum: North American 1983  
 False Easting: 2,298,583.5355  
 False Northing: 9,842,500.0000  
 Central Meridian: -103.5133  
 Standard Parallel 1: 31.1167  
 Standard Parallel 2: 31.8833  
 Latitude Of Origin: 29.6927  
 Units: Foot US

## **2016 Involuntary Annexation Area Descriptions**

Area A. All that certain parcel or tract of land containing 56.09 acres, more or less, located in Travis County, Texas, generally located north of RM 1431, and either side of Vista Rock Rd.

Area B. All that certain parcel or tract of land containing 15.36 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of W San Gabriel Pkwy.

Area C. All that certain parcel or tract of land containing 288.22 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, west of County Road 279 / Bagdad Rd.

Area D. All that certain parcel or tract of land containing 187.06 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, east of the Mesa Vista Estates subdivision.

Area E. All that certain parcel or tract of land containing 62.69 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, west of the Greatwood subdivision.

Area F. All that certain parcel or tract of land containing 840.28 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of County Road 280, south of County Road 281.

Area G. All that certain parcel or tract of land containing 76.49 acres, more or less, located in Williamson County, Texas, and generally located east of Oak Grove Rd, north of Heritage Grove Rd.

Area H. All that certain parcel or tract of land containing 29.92 acres, more or less, located in Williamson County, Texas, and generally located west of US 183, east of County Road 276, south of the High Gabriel West subdivision.

Area I. All that certain parcel or tract of land containing 268.72 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, west of Ronald W Reagan Blvd, either side of Kaufmann Loop, north and west of County Road 267.

Area J. All that certain parcel or tract of land containing 53.04 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, east of Ronald W Reagan Blvd, north of County Road 268.

Area K. All that certain parcel or tract of land containing 192.93 acres, more or less, located in Williamson County, Texas, and generally located either side of County Road 270, south of E San Gabriel Pkwy, north of Hero Way.

Area L. All that certain parcel or tract of land containing 124.03 acres, more or less, located in Williamson County, Texas, and generally located north of Hero Way, east of County Road 270, west of Ronald W Reagan Blvd, south and west of the Palmera Ridge subdivision.

Area M. All that certain parcel or tract of land containing 183.88 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of the South Fork of the San Gabriel River, north of the Reagans Overlook subdivision.

Area N. All that certain parcel or tract of land containing 262.58 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, north of RM 2243, south of the Reagans Overlook subdivision.

Area O. All that certain parcel or tract of land containing 468.05 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of County Road 176, north of Journey Pkwy, either side of County Road 175, west and north of the Parkside at Mayfield Ranch subdivision, including the remainder of the Valley View subdivision, the entire Creek Meadow Estates subdivision.

Area P. All that certain parcel or tract of land containing 98.42 acres, more or less, located in Williamson County, Texas, and generally located south of Journey Pkwy, north of the Stonehurst subdivision, either side of County Road 175, north of the Williamson County Regional Park, south of the Trails at Shady Oak / Borho subdivision.

**SCHEDULE FOR INVOLUNTARY ANNEXATION  
2016 UNILATERAL ANNEXATIONS**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
January 21, 2016	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>March 3, 2016 and March 17, 2016</b> ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
<b>By February 1, 2016</b>	<b>NOTICE TO</b> property owners & utility providers	Loc. Gov't Code § 43.062(a)
<b>February 17, 2016**</b> Publish notice of First Public Hearing and send school district notice	<b>NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS</b> ; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b>	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
<b>March 2, 2016**</b> Publish notice of Second Public Hearing	<b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the <u>First Public Hearing</u> .)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
<b>March 3, 2016*</b>	<b>1st PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
<b>March 17, 2016*</b>	<b>2nd PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date <b>April 7, 2016*</b>	<b>FIRST READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
April 21, 2016; Or at a special called meeting after the 1st First Reading	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Not more than 90 days after 1 <sup>st</sup> reading of Ordinance § 43.064.
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  <ol style="list-style-type: none"> <li>1. County Clerk</li> <li>2. County Appraisal District</li> <li>3. County Tax Assessor Collector</li> <li>4. 911 Addressing</li> <li>5. Sheriff's Office</li> <li>6. City Department Heads</li> <li>7. State Comptroller</li> <li>8. Franchise Holders</li> </ol>	

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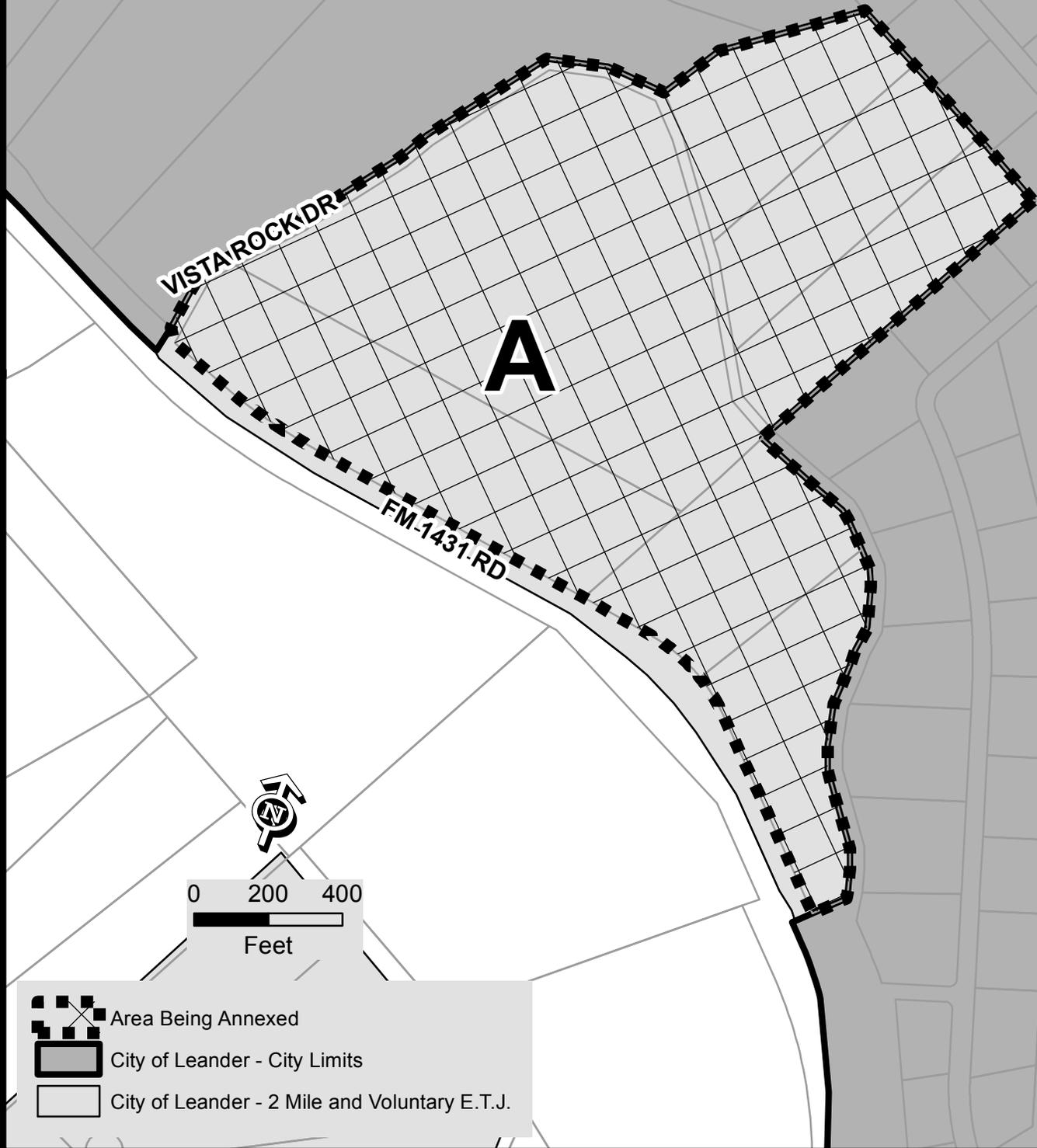
Area A. All that certain parcel or tract of land containing 56.09 acres, more or less, located in Travis County, Texas, generally located north of RM 1431, and either side of Vista Rock Rd.



City Of Leander, Texas

Proposed Annexation

Area A



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.

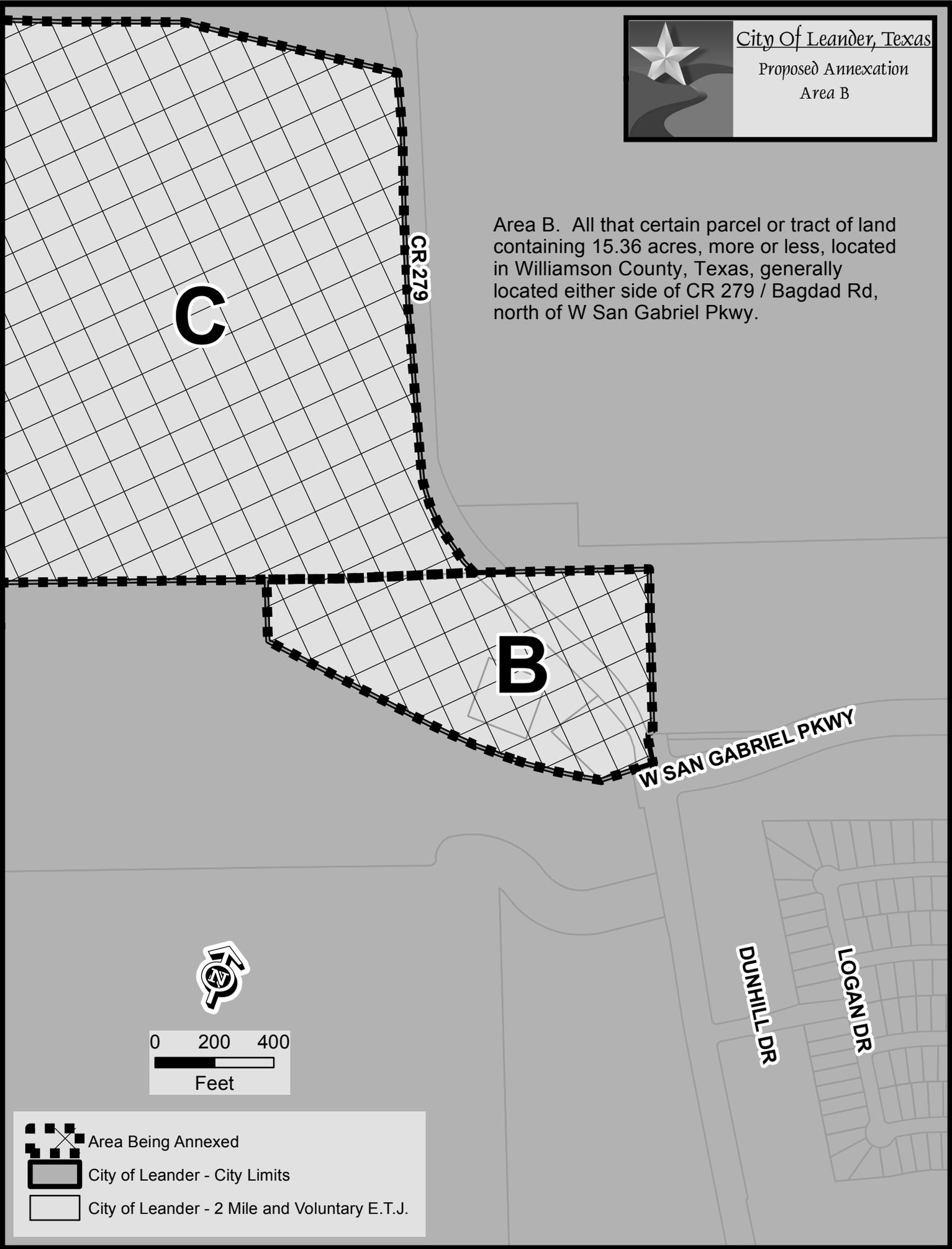


City Of Leander, Texas

Proposed Annexation

Area B

Area B. All that certain parcel or tract of land containing 15.36 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of W San Gabriel Pkwy.



C

B

CR 279

W SAN GABRIEL PKWY

DUNHILL DR

LOGAN DR



-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.

GREATWOOD TRL

1

F



City Of Leander, Texas  
Proposed Annexation  
Area C

CR 279

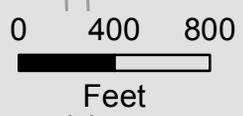
CR 280

D

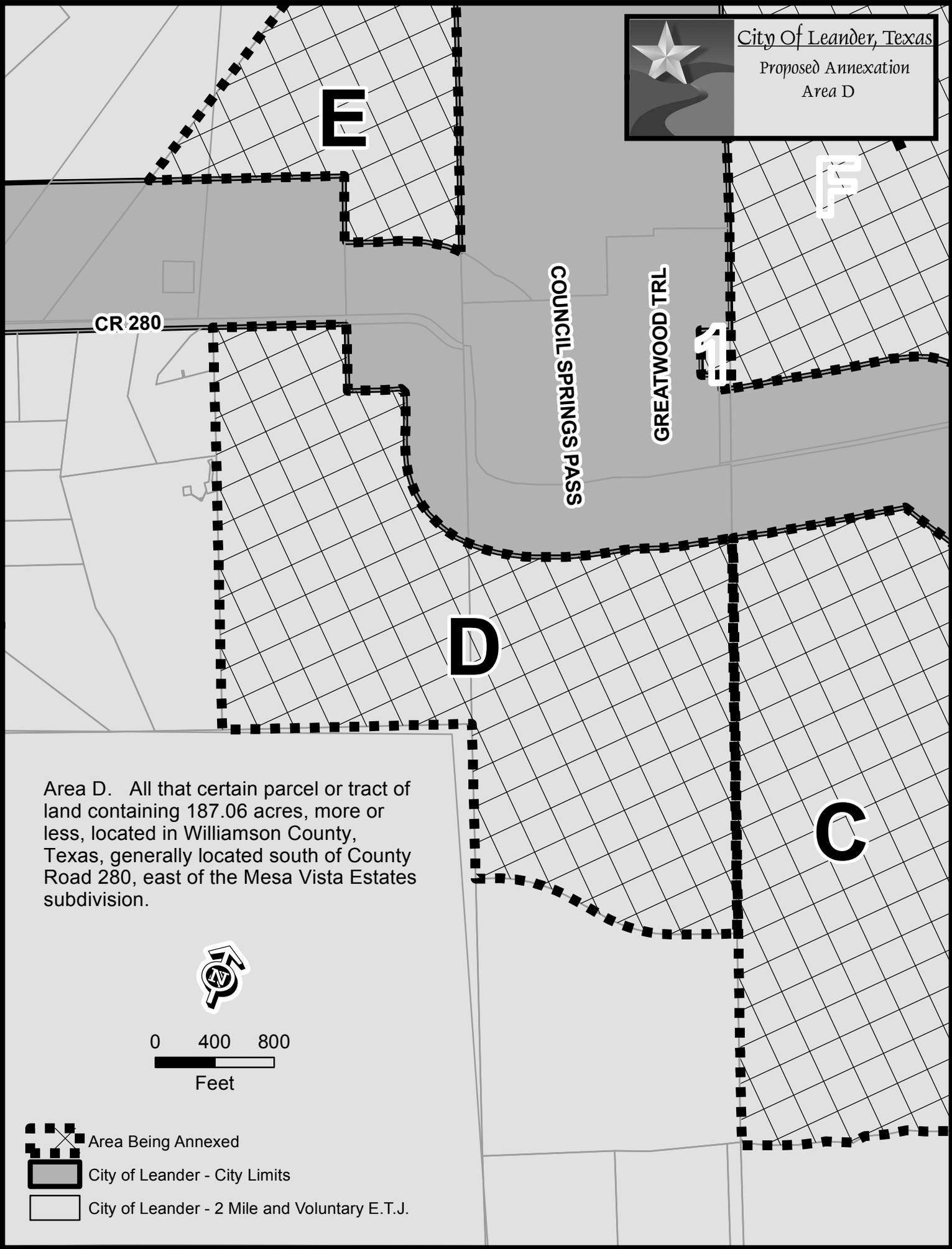
C

B

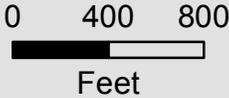
Area C. All that certain parcel or tract of land containing 288.22 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, west of County Road 279 / Bagdad Rd.



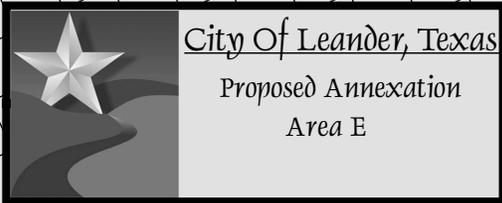
-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.



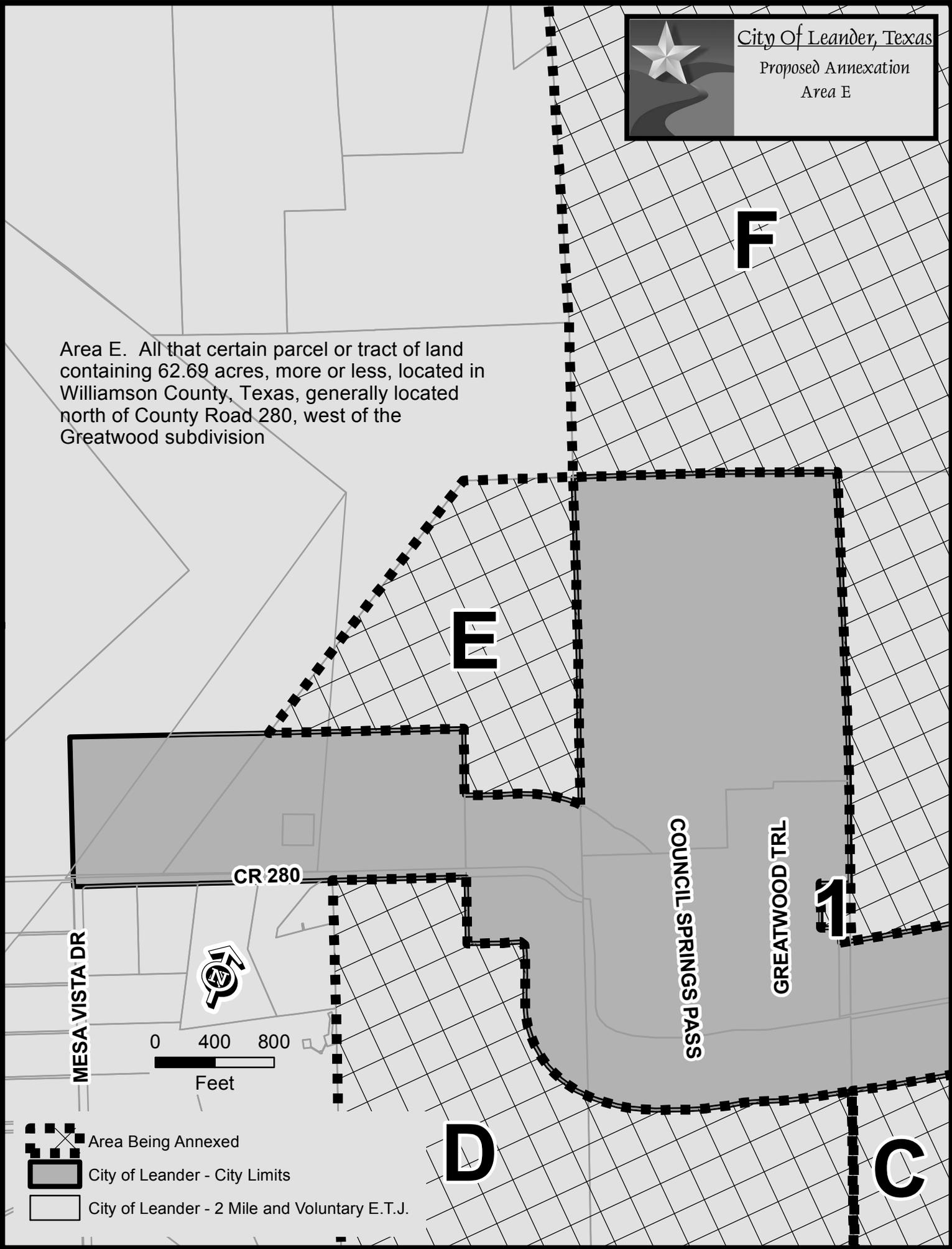
Area D. All that certain parcel or tract of land containing 187.06 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, east of the Mesa Vista Estates subdivision.



-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.



Area E. All that certain parcel or tract of land containing 62.69 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, west of the Greatwood subdivision

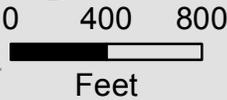


MESA VISTA DR

CR 280

COUNCIL SPRINGS PASS

GREATWOOD TRL



- Area Being Annexed
- City of Leander - City Limits
- City of Leander - 2 Mile and Voluntary E.T.J.

D

C

F

E

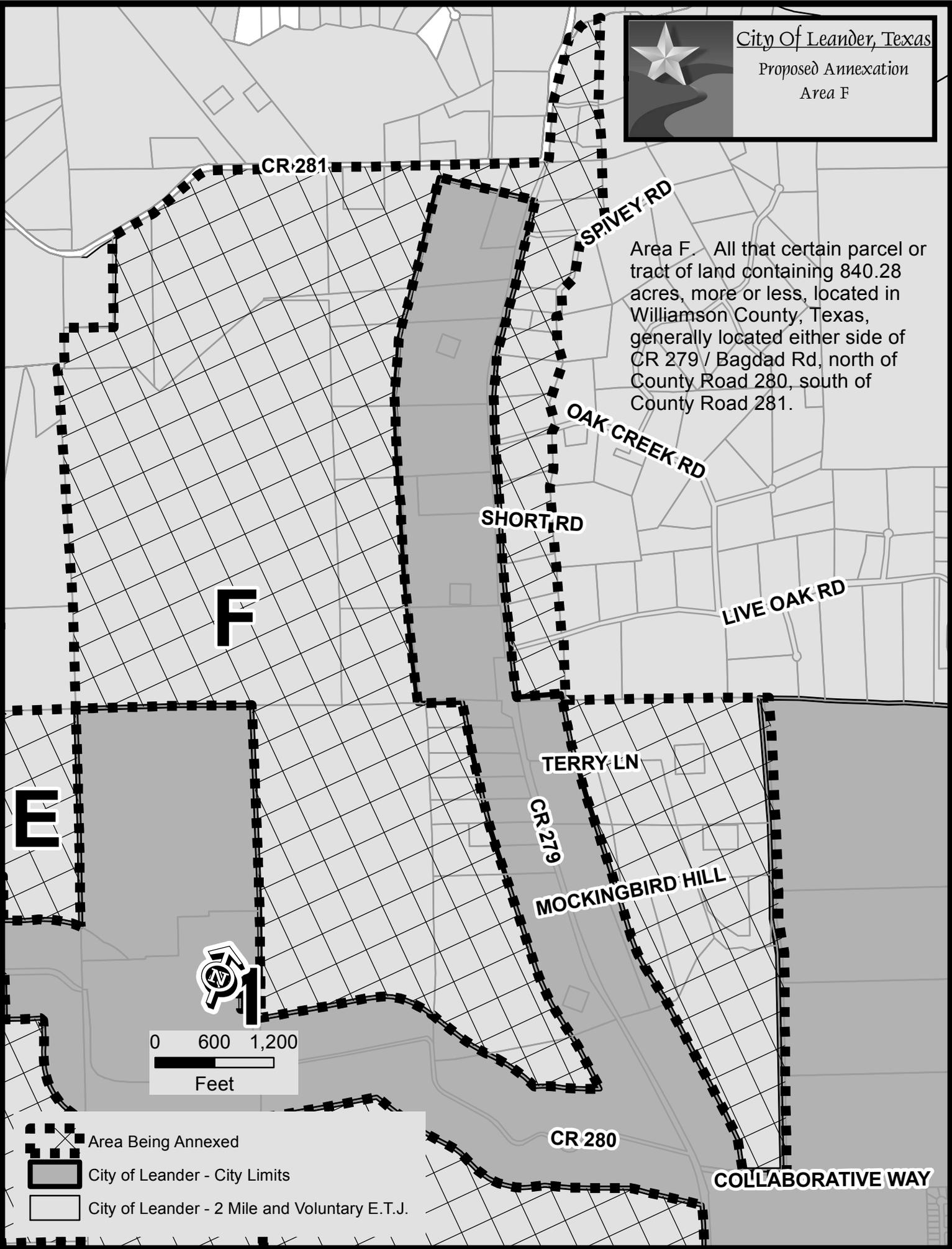


City Of Leander, Texas

Proposed Annexation

Area F

Area F. All that certain parcel or tract of land containing 840.28 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of County Road 280, south of County Road 281.



-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

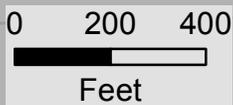
Area G

HALSEY DR

OAK GROVE RD

HERITAGE GROVE RD

G



Area G. All that certain parcel or tract of land containing 76.49 acres, more or less, located in Williamson County, Texas, and generally located east of Oak Grove Rd, north of Heritage Grove Rd.



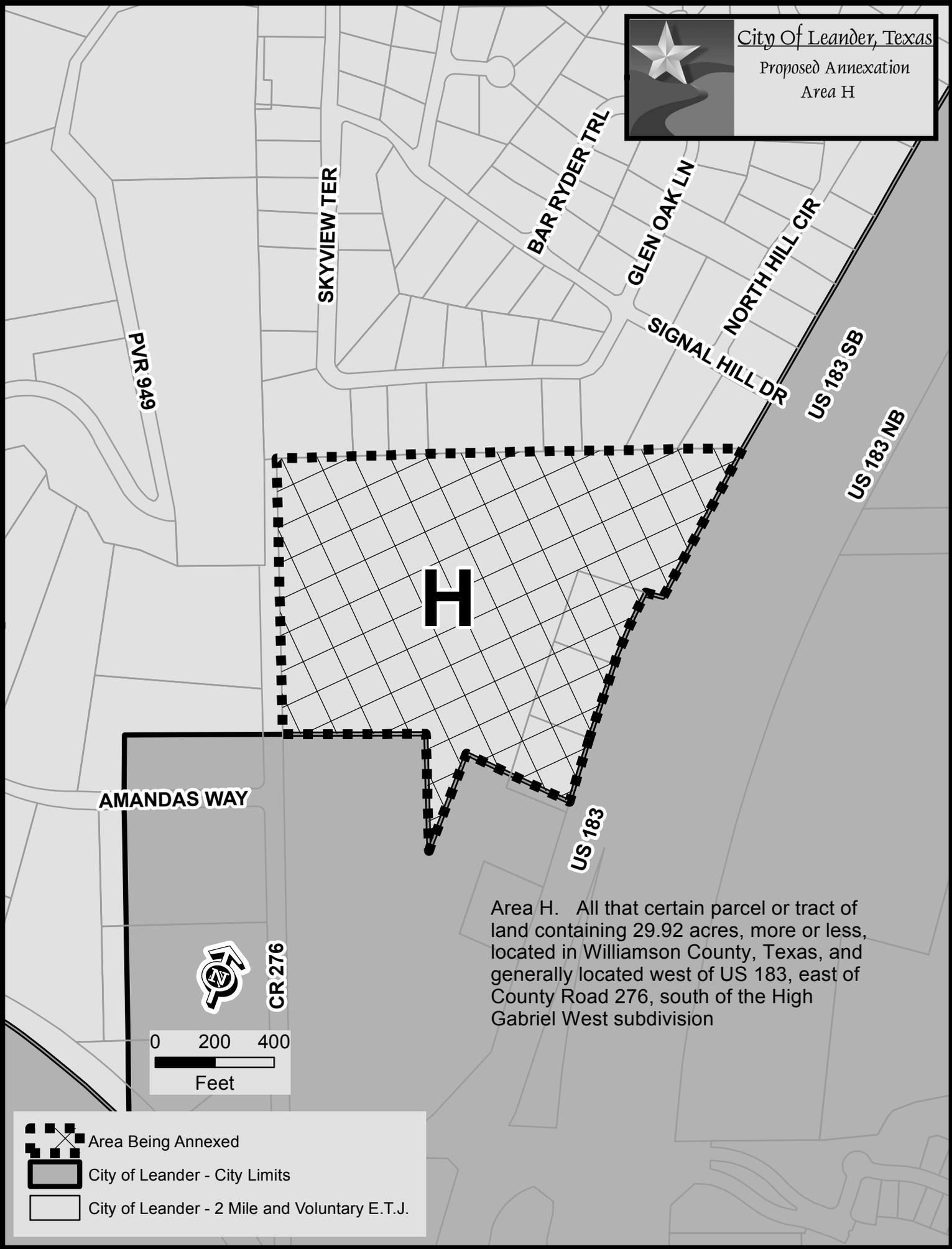
Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



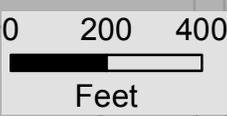
City Of Leander, Texas  
Proposed Annexation  
Area H



**H**

Area H. All that certain parcel or tract of land containing 29.92 acres, more or less, located in Williamson County, Texas, and generally located west of US 183, east of County Road 276, south of the High Gabriel West subdivision

AMANDAS WAY



CR 276

-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.

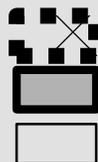
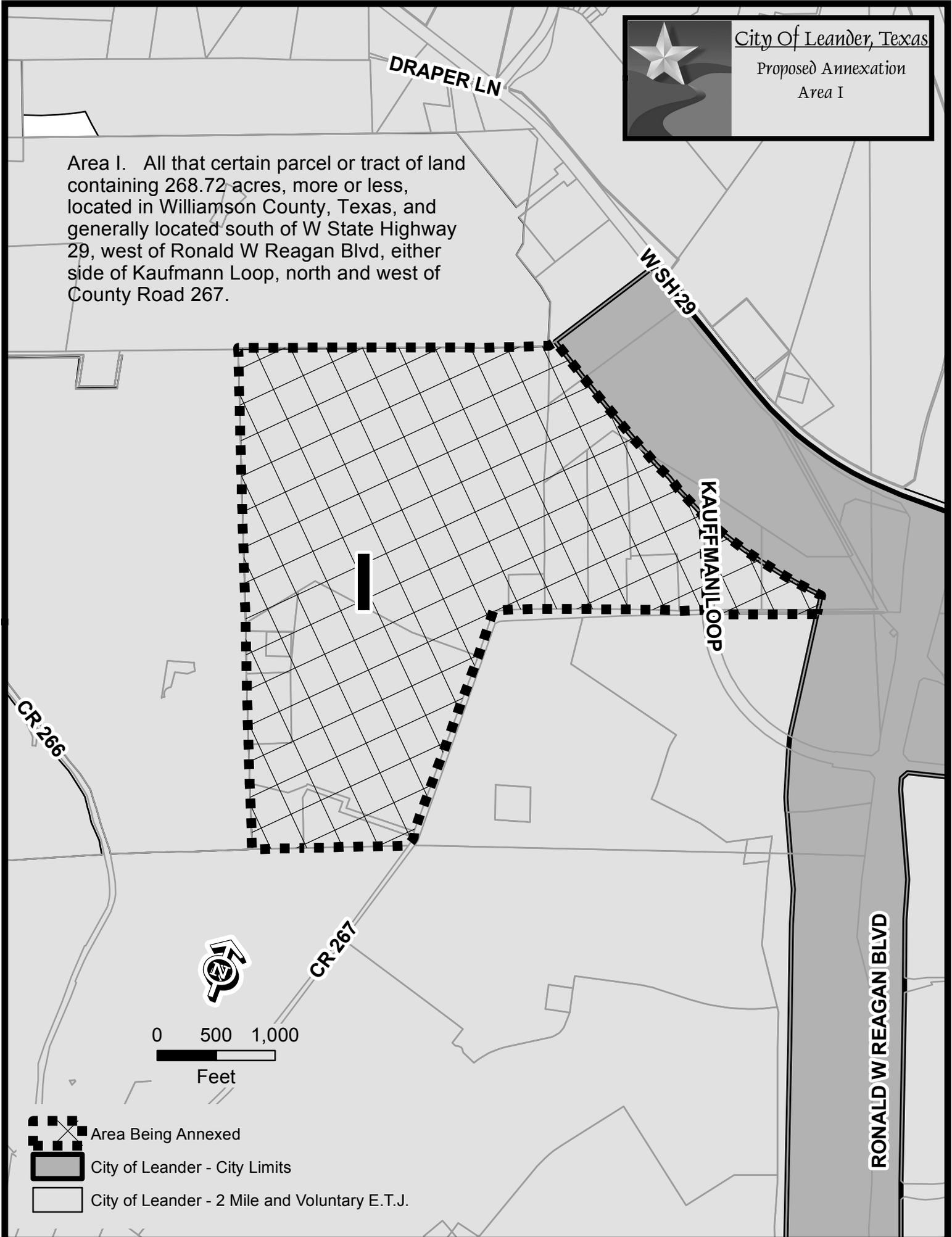


City Of Leander, Texas

Proposed Annexation

Area I

Area I. All that certain parcel or tract of land containing 268.72 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, west of Ronald W Reagan Blvd, either side of Kaufmann Loop, north and west of County Road 267.



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Area J

RONALD W REAGAN BLVD

W SH 29

J

KAUFFMAN LOOP

PENNA LN

Area J. All that certain parcel or tract of land containing 53.04 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, east of Ronald W Reagan Blvd, north of County Road 268.

BONNET BLVD

ONALD W REAGAN BLVD

ICR 268

MAGONA TRL

RUFFINO LN

FLORENZ LN

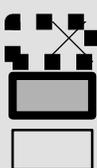
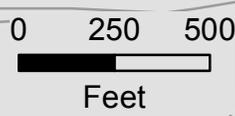
ARREZO LN

AMIATA CV

VIA DE SIENNA BLVD

CORTONA LN

ADORNO LN



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas  
Proposed Annexation  
Area K

Area K. All that certain parcel or tract of land containing 192.93 acres, more or less, located in Williamson County, Texas, and generally located either side of County Road 270, south of E San Gabriel Pkwy, north of Hero Way.

**E SAN GABRIEL PKWY**

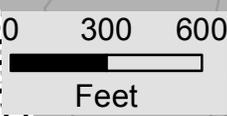
**CR270**

**MIK**

**K**

**L**

**183A TOLL RD FR NB**  
**183A TOLL RD SB**  
**183A TOLL**  
**183A TOLL**  
**183A TOLL**



**HERO WAY**

-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Area L

Area L. All that certain parcel or tract of land containing 124.03 acres, more or less, located in Williamson County, Texas, and generally located north of Hero Way, east of County Road 270, west of Ronald W Reagan Blvd, south and west of the Palmera Ridge subdivision

MIKES WAY

CR 274

RONALD W REAGAN BLVD

ISAIAS DR

CARRETERA DR

BELEN DR

AIRPORT DR

HERO WAY

RONALD W REAGAN BLVD

K

L

0 400 800



Feet



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Area M

Area M. All that certain parcel or tract of land containing 183.88 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of the South Fork of the San Gabriel River, north of the Reagans Overlook subdivision.

BRADLEY RANCH RD

CR 274

RONALD W REAGAN BLVD

M

CARRETERA DR

VISTA HEIGHTS DR

ELM RIDGE DR

BELEN DR



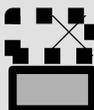
0 400 800

Feet

UNITY DR

N

BRANCH HOLW



Area Being Annexed



City of Leander - City Limits



City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Area N

VISTA HEIGHTS DR

ELM RIDGE DR

UNITY DR

BRANCH HOLW

FLINTLOCK DR

CR 264

HERO WAY

RONALD W REAGAN BLVD

N

RM 2243



0 400 800

Feet

Area N. All that certain parcel or tract of land containing 262.58 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, north of RM 2243, south of the Reagans Overlook subdivision.

CR 175



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Area O

Area O. All that certain parcel or tract of land containing 468.05 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of County Road 176, north of Journey Pkwy, either side of County Road 175, west and north of the Parkside at Mayfield Ranch subdivision, including the remainder of the Valley View subdivision, the entire Creek Meadow Estates subdivision.

BROME DR

CR 177

CR 176

CREEK MEADOW CV

O

VALLEY VIEW CIR

PARKSIDE PKWY

ABILENE LN

JOURNEY-PKWY

CR 175

JULIAN LN

BIG TREE TRL

BARLEY DR

0 600 1,200

Feet

MINERAL DR

P

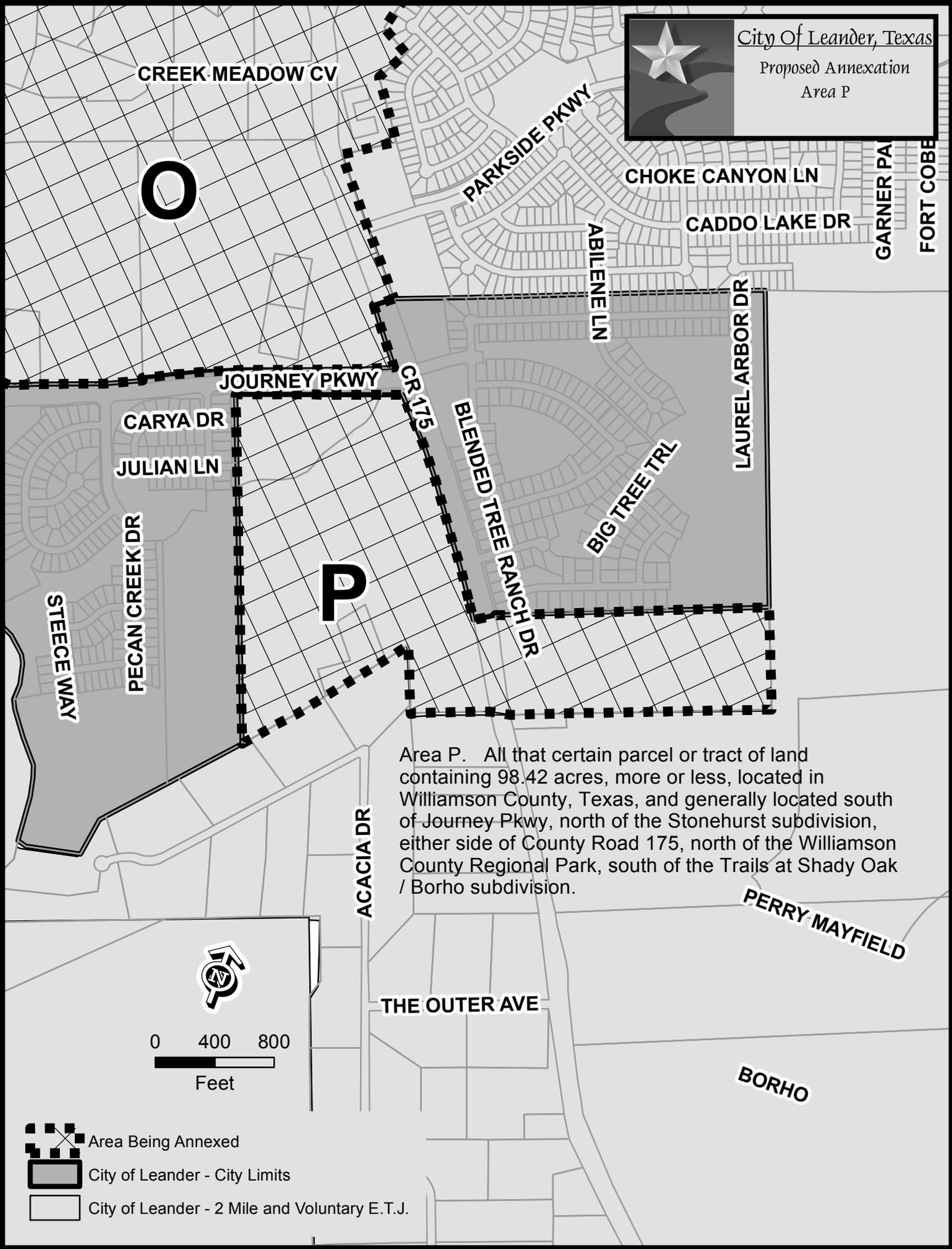
ACACIA DR



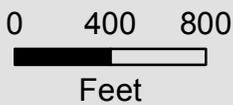
Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



Area P. All that certain parcel or tract of land containing 98.42 acres, more or less, located in Williamson County, Texas, and generally located south of Journey Pkwy, north of the Stonehurst subdivision, either side of County Road 175, north of the Williamson County Regional Park, south of the Trails at Shady Oak / Borho subdivision.



-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.



**Executive Summary**

**March 17, 2016**

**Agenda Subject:** Second Public Hearing on the annexation of 44.73 acres of land, more or less, including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits; and providing open meetings and other related matters.

**Background:** The resolution commencing the annexation of two tracts of land owned by the City was approved on January 21, 2016. One is a site on CR 280 that is used for an elevated water storage tank. The other is property on US 183 north of the South San Gabriel River that was purchased for future parkland development. The resolution set the two public hearings for March 3, 2016 and March 17, 2016. The first reading of the ordinance is scheduled for April 7, 2016 and the second and final reading is scheduled for April 21, 2016.

**Origination:** City of Leander

**Recommendation:** Staff recommends conducting the second public hearing.

**Attachments:**

1. Resolution
2. Exhibit A - Location map
3. Annexation Area Descriptions
4. Annexation schedule

**Prepared by:** Tom Yantis, AICP  
Assistant City Manager

2/22/2016

**RESOLUTION NO. 16-001-00**

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF 44.73 ACRES OF LAND, MORE OR LESS, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas, (herein the “City”) is a Texas home-rule city authorized to annex the properties more particularly described herein (the “subject properties”) that are contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the subject properties are contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City;

**WHEREAS**, the subject properties are comprised of two areas of land, each owned by the City;

**WHEREAS**, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code*, and the City Charter, is authorized to annex the subject properties; and

**WHEREAS**, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City’s annexation plan pursuant to §43.052 (h)(1) of the *Tex. Loc. Gov’t. Code*;

**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 annexations of all portions of the following-described subject properties and the abutting streets, roadways and rights-of-way, are hereby commenced:

- (1) Area 1. All that certain parcel or tract of land containing 1.55 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, east of the Greatwood subdivision, being generally known as the CR 280 Elevated Storage Tank site, being wholly owned by the City of Leander, and being more particularly described and shown in Exhibit “A” attached hereto.
  
- (2) Area 2. All that certain parcel or tract of land containing 43.18 acres, more or less, located in Williamson County, Texas, generally located east of US 183, north of the South Fork of the San Gabriel River, being generally known as the San Gabriel River Park site, being wholly owned by the City

of Leander, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of March 3, 2016 and March 17, 2016. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and to property owners within the subject properties. The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

**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.

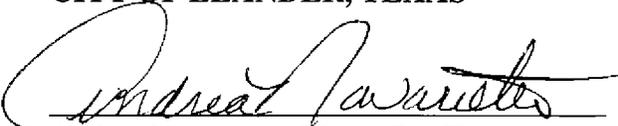
**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't.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

**PASSED AND APPROVED** this the 21st day of January, 2016.

**ATTEST:**

  
Debbie Haile, City Secretary

**CITY OF LEANDER, TEXAS**

  
Andrea Navarrette, Mayor Pro Tem



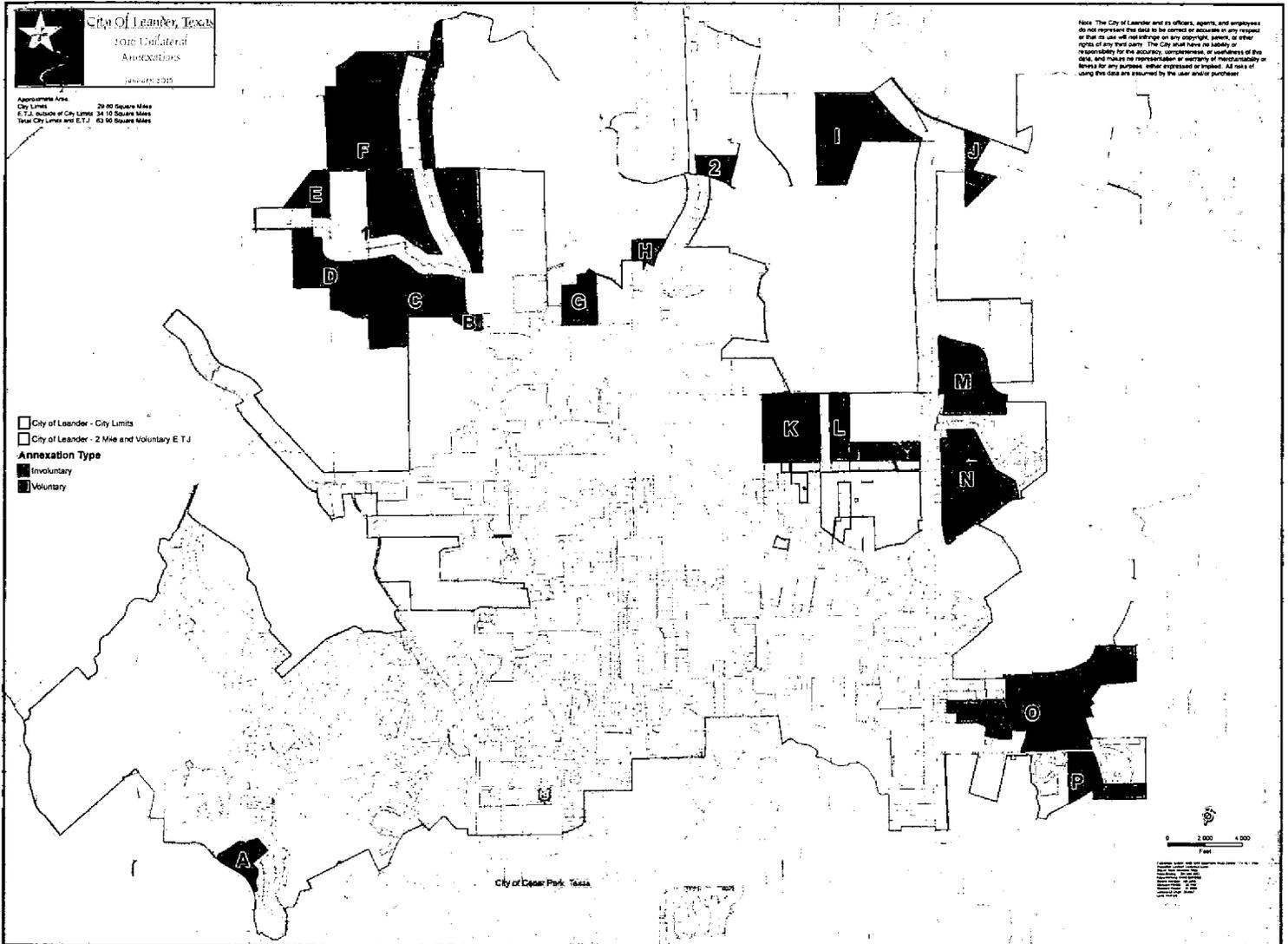
## **EXHIBIT “A”**



Approximate Area:  
City Limits: 29.88 Square Miles  
E.T.J. outside of City Limits: 34.10 Square Miles  
Total City Limits and E.T.J.: 63.98 Square Miles

- City of Leander - City Limits
- City of Leander - 2 Mile and Voluntary E.T.J.
- Annexation Type**
- Involuntary
- Voluntary

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data, and makes no representation or warranty of MERCHANTABILITY or FITNESS for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.



## **EXHIBIT “B”**

### **MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

**WHEREAS**, the City of Leander, Texas (the “City”) instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject properties”);

**WHEREAS**, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

**WHEREAS**, the subject properties are not included in the municipal annexation plan and are exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject properties 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 *Chapt. 43, Loc. Gov't. Code*, to annex the subject properties into the City.

**NOW, THEREFORE**, the following services will be provided for the subject properties on the effective date of annexation:

(1) **General Municipal Services.** The subject properties are located within the City’s extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, 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.

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.

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 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.

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

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

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 subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are 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 properties' 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 properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't. Code. Upon acceptance of the water lines within the subject properties 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 preexisting 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 a water service provider.

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 properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are 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 properties' 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 properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. Upon acceptance of the wastewater lines within the subject properties 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 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 preexisting 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's owner requests and is able to connect to wastewater service.

C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:

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

(ii) Routine maintenance as presently performed by the City;

(iii) 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;

(iv) 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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners 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 properties the same as similarly situated properties.

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

(5) **Property Description.** The legal descriptions of the subject properties are as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**SCHEDULE FOR INVOLUNTARY ANNEXATION  
2016 UNILATERAL ANNEXATIONS**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
January 21, 2016	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>March 3, 2016 and March 17, 2016</b> ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
<b>By February 1, 2016</b>	<b>NOTICE TO</b> property owners & utility providers	Loc. Gov't Code § 43.062(a)
<b>February 17, 2016**</b> Publish notice of First Public Hearing and send school district notice	<b>NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS</b> ; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b>	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
<b>March 2, 2016**</b> Publish notice of Second Public Hearing	<b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the <u>First Public Hearing.</u> )	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
<b>March 3, 2016*</b>	<b>1st PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
<b>March 17, 2016*</b>	<b>2nd PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date <b>April 7, 2016*</b>	<b>FIRST READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
April 21, 2016; Or at a special called meeting after the 1st First Reading	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Not more than 90 days after 1 <sup>st</sup> reading of Ordinance § 43.064.
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  <ol style="list-style-type: none"> <li>1. County Clerk</li> <li>2. County Appraisal District</li> <li>3. County Tax Assessor Collector</li> <li>4. 911 Addressing</li> <li>5. Sheriff's Office</li> <li>6. City Department Heads</li> <li>7. State Comptroller</li> <li>8. Franchise Holders</li> </ol>	

\*Dates in **BOLD** are **MANDATORY** dates to follow this schedule. Please advise if deviation.

\*\*Newspaper notices to paper by 5p.m. the preceding Wednesday.



City Of Leander, Texas

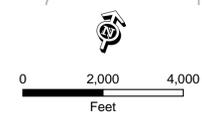
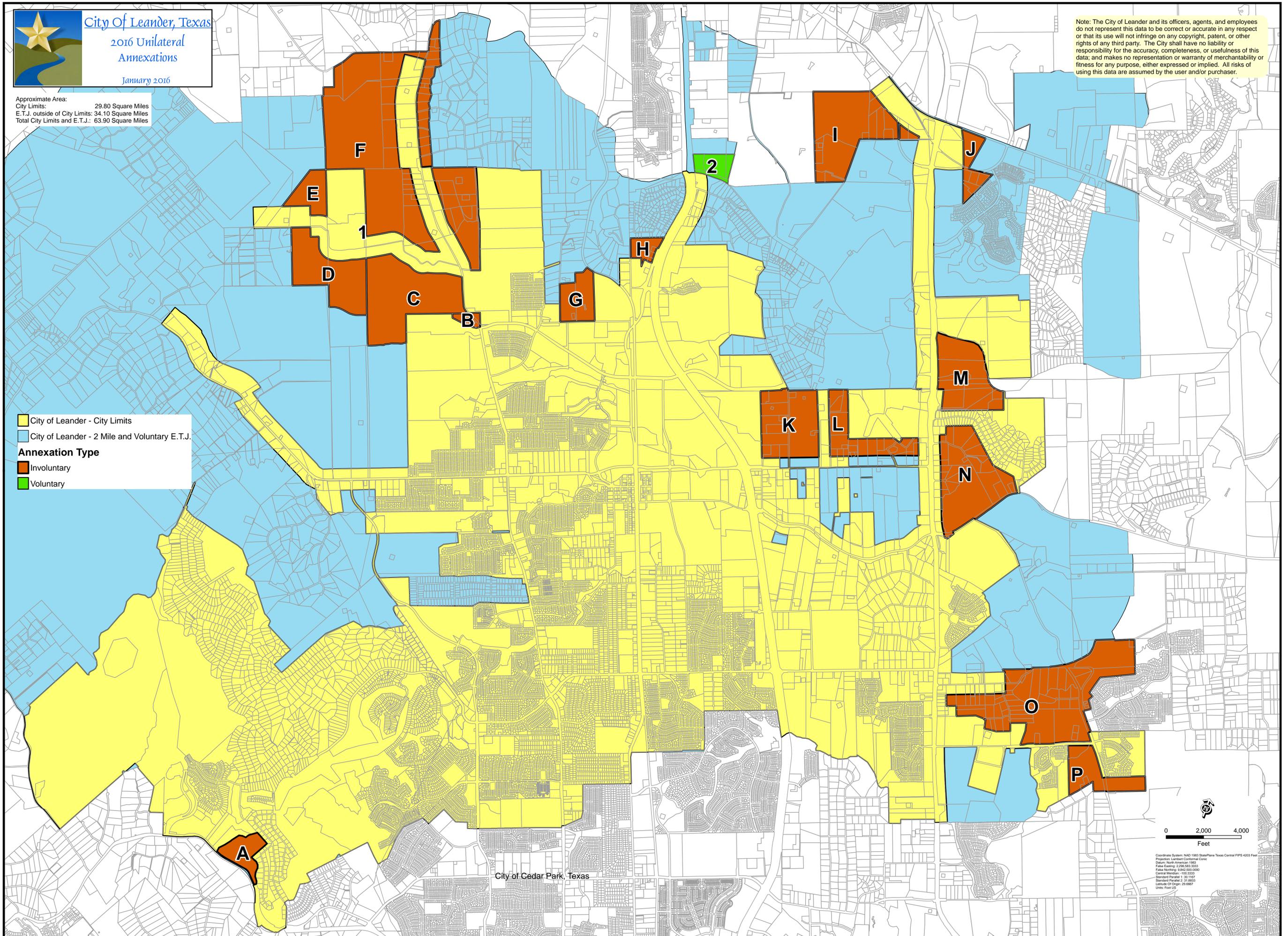
2016 Unilateral  
Annexations

January 2016

Approximate Area:  
City Limits: 29.80 Square Miles  
E.T.J. outside of City Limits: 34.10 Square Miles  
Total City Limits and E.T.J.: 63.90 Square Miles

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.

- City of Leander - City Limits
  - City of Leander - 2 Mile and Voluntary E.T.J.
- Annexation Type**
- Involuntary
  - Voluntary



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet  
 Projection: Lambert Conformal Conic  
 Datum: North American 1983  
 False Easting: 2,298,583.5355  
 False Northing: 9,842,500.0000  
 Central Meridian: -103.5103  
 Standard Parallel 1: 31.1167  
 Standard Parallel 2: 31.8813  
 Latitude Of Origin: 29.6967  
 Units: Foot US

## **2016 City Property Annexation Area Descriptions**

Area 1. All that certain parcel or tract of land containing 1.55 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, east of the Greatwood subdivision, being generally known as the CR 280 Elevated Storage Tank site, being wholly owned by the City of Leander.

Area 2. All that certain parcel or tract of land containing 43.18 acres, more or less, located in Williamson County, Texas, generally located east of US 183, north of the South Fork of the San Gabriel River, being generally known as the San Gabriel River Park site, being wholly owned by the City of Leander.

**SCHEDULE FOR INVOLUNTARY ANNEXATION  
2016 UNILATERAL ANNEXATIONS**

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City Of Leander, Texas

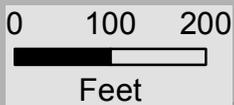
Proposed Annexation

Area I

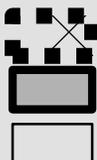
GREATWOOD TRL

F

1



CR 280



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



City Of Leander, Texas

Proposed Annexation

Exhibit A

US 183

RIVER RUN

US 183 NB

2

US 183 SB



0 200 400



Feet

SOUTH GABRIEL DR

ARROYO CIR



Area Being Annexed

City of Leander - City Limits

City of Leander - 2 Mile and Voluntary E.T.J.



**Executive Summary**

**March 17, 2016**

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**Agenda Subject:** Zoning Case 16-Z-002: Hold a public hearing and consider action on the rezoning of one lot located at 523 Powell Drive; 6.948 acres more or less; legally described as Lot 15A, Block A, Leander Heights Section 2 Amended; WCAD Parcel R526956. Currently, the property is zoned PUD (Planned Unit Development) with a base zoning district of MF-1-B (Multi-Family). The applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas.

**Background:** This request is the second step in the rezoning process.

**Origination:** Applicant: Josh Becker on behalf of Lxor Homes, Inc.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the PUD Amendment at the March 10, 2016 meeting.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. PUD Notes and Conceptual Site Layout & Land Use Plan
8. Letter of Intent
9. Ordinance
10. Minutes-Planning & Zoning Commission March 10, 2016

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

03/11/2016



## PLANNING ANALYSIS

ZONING CASE 16-Z-002  
LEANDER HEIGHTS PUD AMENDMENT  
523 POWELL DR

### GENERAL INFORMATION

**Owner:** Lexor Homes

**Current Zoning:** PUD (Planned Unit Development)

**Proposed Zoning:** PUD (Planned Unit Development)

**Size and Location:** The property located is located at 523 Powell Drive and includes approximately 6.95 acres.

**Staff Contact:** Robin M. Griffin, AICP  
Senior Planner

### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU/MH-2-B	Established single-family home
EAST	SFU/MH-2-B	Established single-family home
SOUTH	SFU-2-B	Proposed Magnolia Creek Subdivision
WEST	SFL-2-B	Established single-family neighborhood, Mason Creek North

**COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS****PUD – PLANNED UNIT DEVELOPMENT:**

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for the design of a development which permits the development of a single-family condominium project. 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.

**COMPREHENSIVE PLAN STATEMENTS:**

The following Comprehensive Plan statements may be relevant to this case:

- Create strong neighborhoods with a variety of housing choices.
- Encourage a range of housing types at a variety of price points.

**ANALYSIS:**

The applicant is requesting to amend the Leander Heights PUD (Planned Unit Development) district in order to allow for the development of a 96 unit condominium project that allows for one garage units instead of two garage units. This PUD was previously approved by the City Council on October 16, 2014.

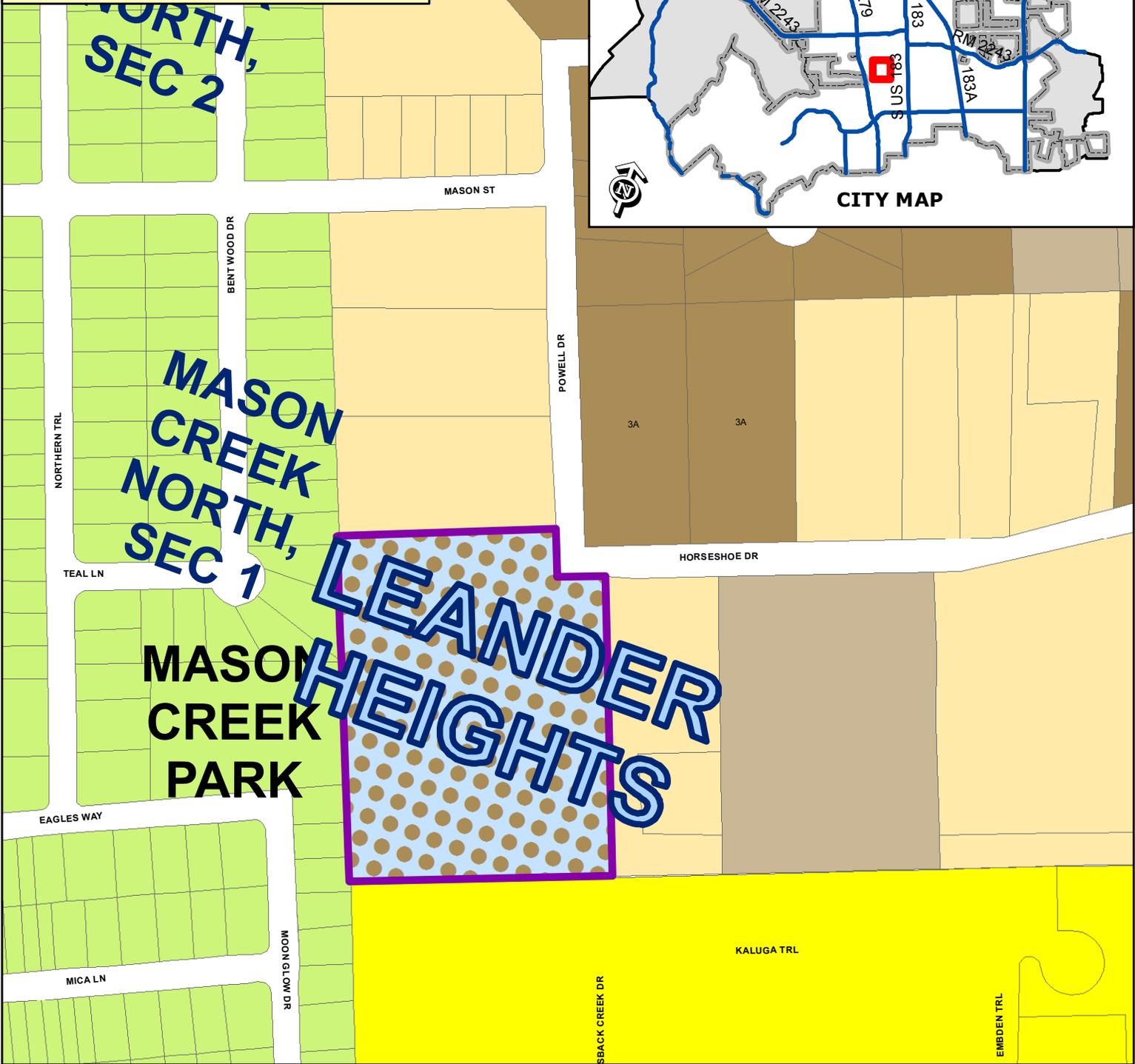
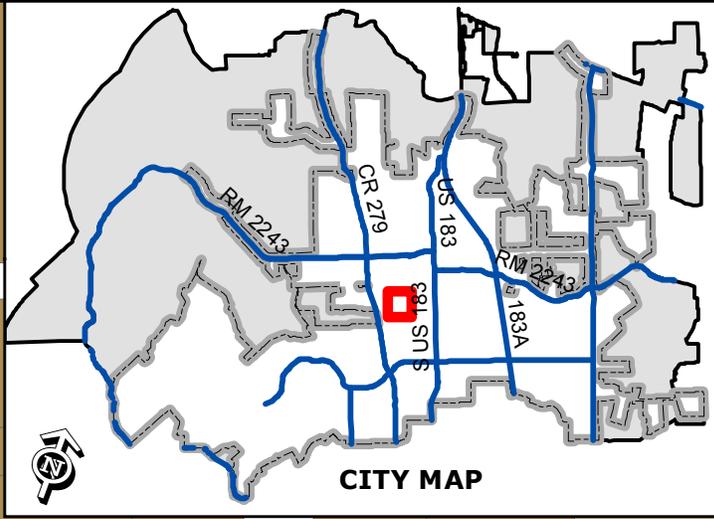
The properties to the north and east are currently developed as single-family homes. The property to the west is developed as the Mason Creek North subdivision and the neighborhood park is adjacent to the proposed development. The property to the south is part of the Magnolia Creek Subdivision that is currently under development.

The applicant is proposing a condominium style project that would include approximately fourteen units per acre. The base zoning district for this PUD is MF-1-B (Multi-Family). The only change to the PUD is modifying the garage requirement to allow for single-car garages and to update the building rendering.

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed PUD Amendment. This amendment only changes the garage requirement and does not modify the parking requirements. The proposal complies with the goals of the Comprehensive Plan and the intent statements of the Composite Zoning Ordinance.

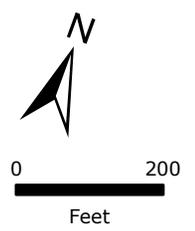
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



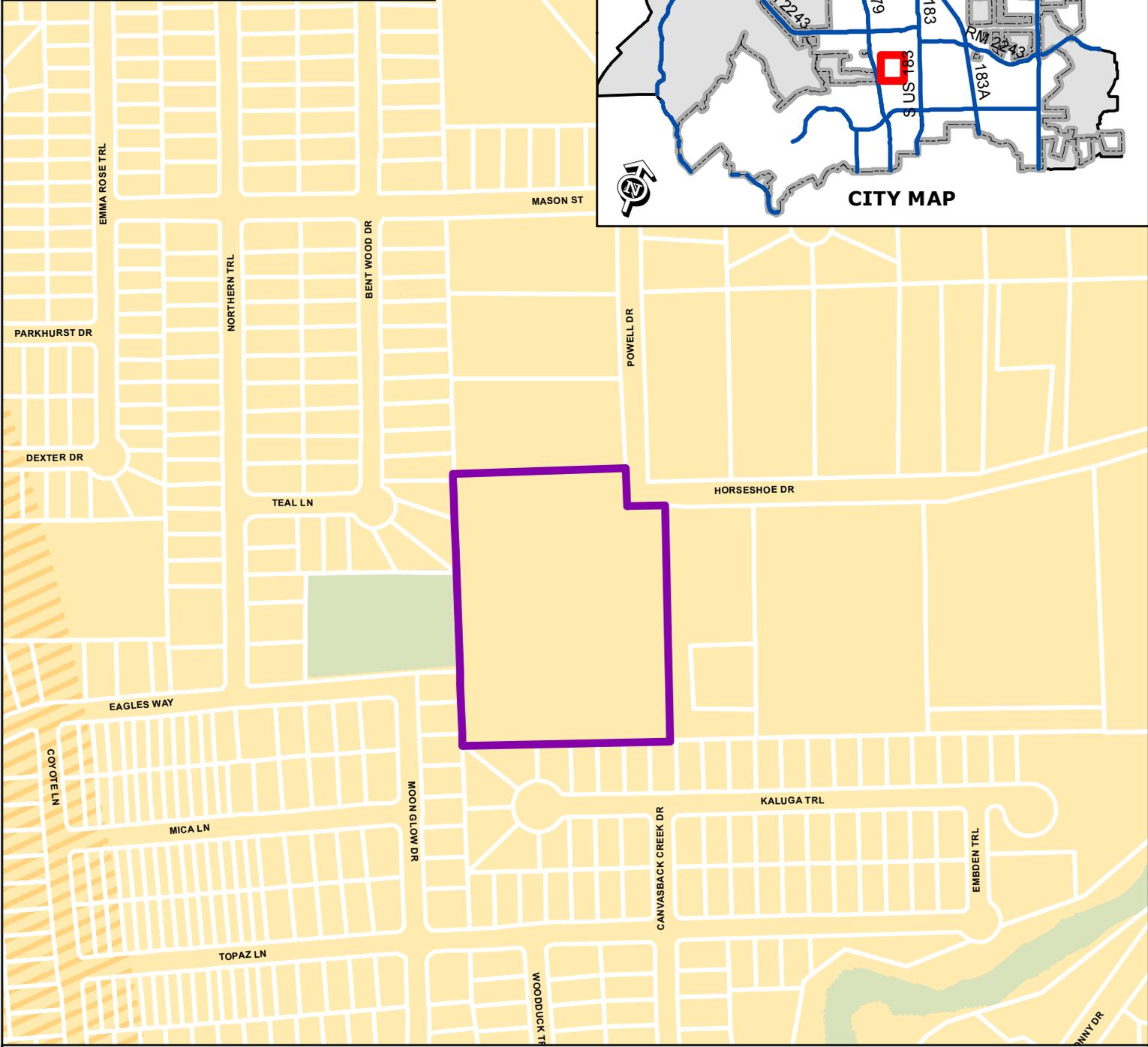
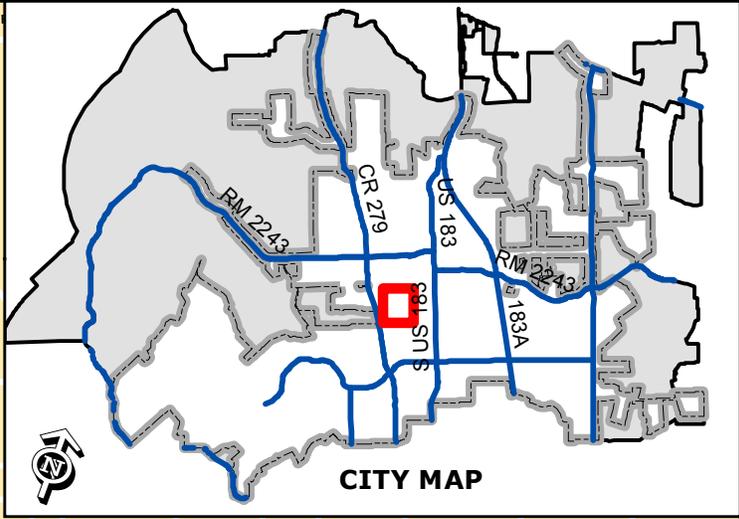
**ZONING CASE 16-Z-002 Attachment #2**

Current Zoning Map - Leander Heights PUD

 City Limits	 SFR	 SFL	 LO	 PUD - Commercial
 Subject Property	 SFE	 SFT	 LC	 PUD - Mixed Use
	 SFS	 SFU/MH	 GC	 PUD - Multi-Family
	 SFU	 TF	 HC	 PUD - Townhomes
	 SFC	 MF	 HI	 PUD - Single-Family



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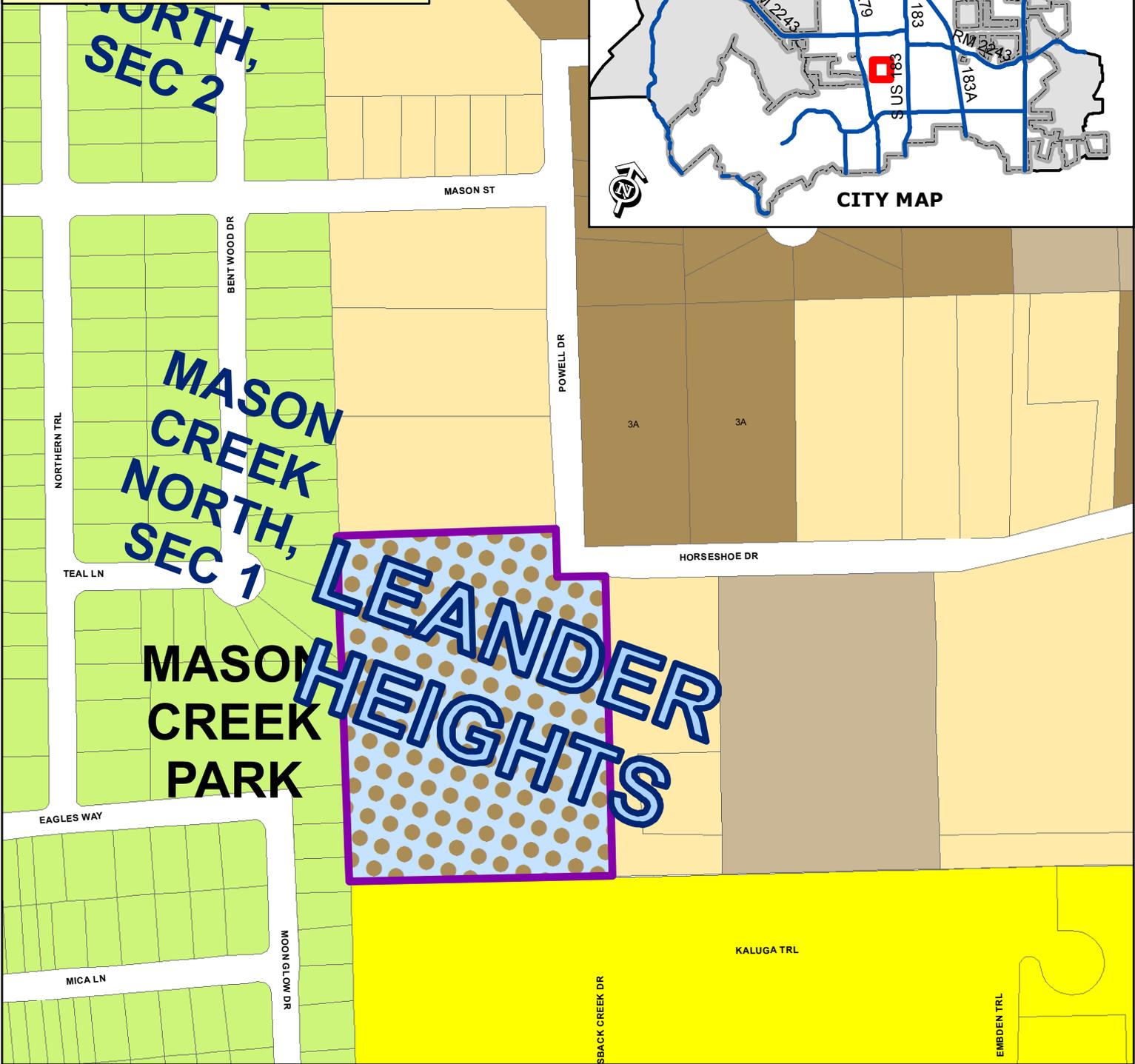
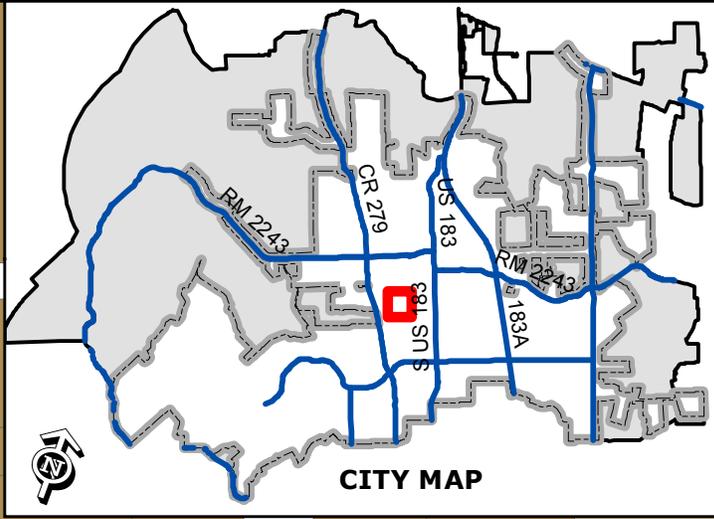
**ZONING CASE 16-Z-002 Attachment #3** Future Land Use Map - 523 Powell Drive

 Subject Property	 Commercial Corridor	 Transit Supportive Mixed Use
 City Limits	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
	 Industrial District	
	 Neighborhood Residential	



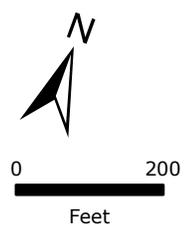

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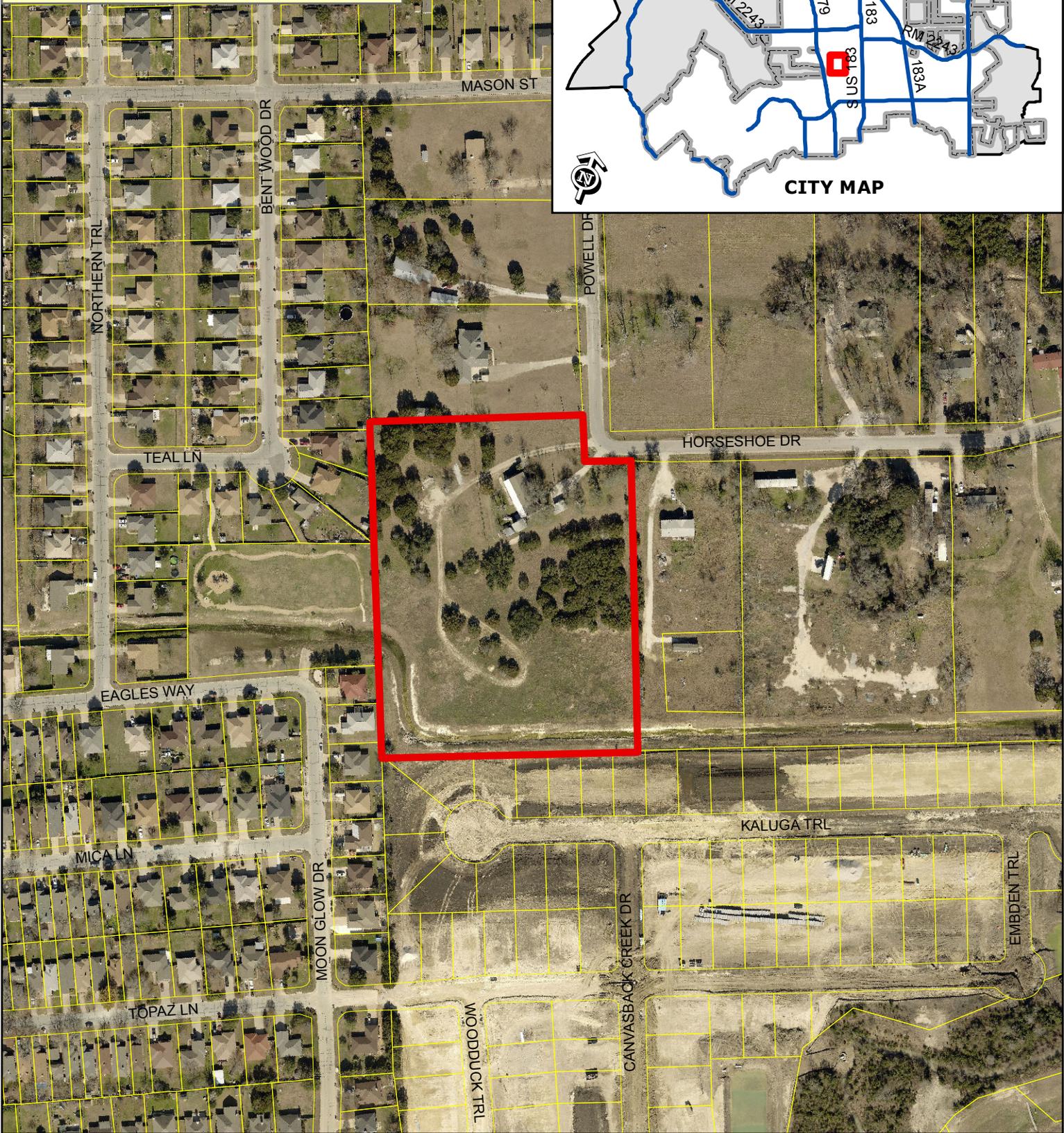
**ZONING CASE 16-Z-002 Attachment #5**

Proposed Zoning Map - Leander Heights PUD

 City Limits	 SFR	 SFL	 LO	 PUD - Commercial
 Subject Property	 SFE	 SFT	 LC	 PUD - Mixed Use
	 SFS	 SFU/MH	 GC	 PUD - Multi-Family
	 SFU	 TF	 HC	 PUD - Townhomes
	 SFC	 MF	 HI	 PUD - Single-Family



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### ZONING CASE 16-Z-002 Attachment #6

Aerial Exhibit - Approximate Boundaries  
523 Powell Drive

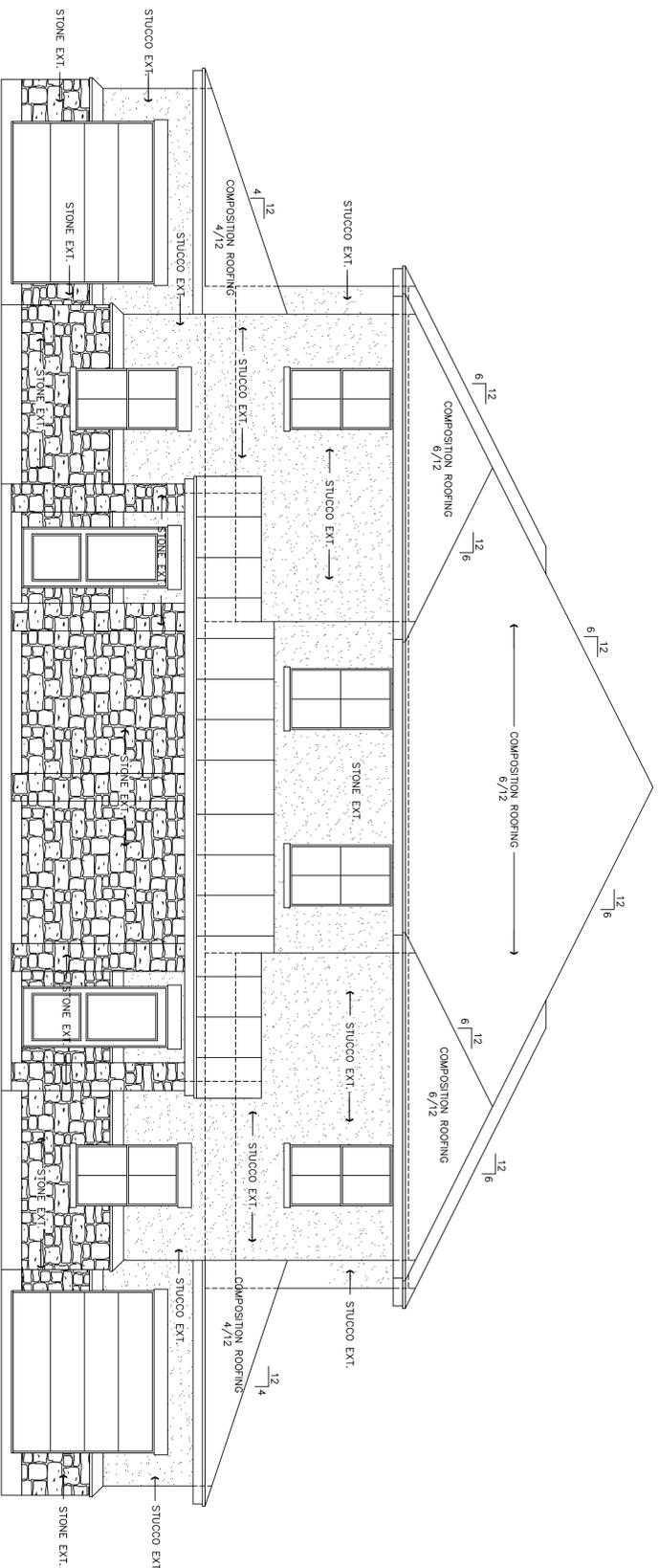


-  Subject Property
-  City Limits

# EXHIBIT A

## Leander Heights - PUD Amendment #1

1. Base zoning districts: The base-zoning district for the PUD is MF-1-B.
2. PUD Area = 6.95 Acres
3. The use shall be an attached residential condominium regime development.
4. The maximum area of the first floor of any individual building shall be 7,000 square feet and the total area of any individual building shall be limited to 14,000 square feet. Garages shall not count towards the total gross floor area. A maximum of six units may be connected.
5. MAXIMUM UNIT COUNT: The project shall be limited to 96 residential units.
6. LIGHTING: Streetlights will not be required but are permitted.
7. RESIDENTIAL SETBACKS: Building separation shall be a minimum of 10-feet. Rear building separation (defined as the condition when rears of two units are immediately adjacent to one another) shall be a minimum of 20-feet. Roof overhangs, fireplaces, bay windows and similar projections may extend into any 10-foot building separation a maximum of two feet on any side. Porches, patios, balconies and similar projections may extend into the front or rear 10-foot building separation a maximum distance of seven feet if there are no walls within such extension.
8. PERIMETER SETBACKS: All buildings will be setback a minimum of 15-feet from the perimeter lot line.
9. PARKING/GARAGES: All units shall have a minimum of one-two car garage and shall comply with the SFT (Single-Family Townhome) use component parking requirements. Garage doors may be located on the fronts of buildings and may protrude in front of the dwelling no more than five feet.
10. LANDSCAPE: The intent for this development is to save as many of the existing trees as possible through the site planning process. Landscaping shall meet the requirements of Article VI, Section 1 of the Composite Zoning Ordinance.
11. LOCATION OF BUILDINGS: Buildings may be oriented to the interior of the site and multiple buildings may front a common green. Building setbacks and separations shall be designed in accordance with the standards previously specified.
12. FRONT DOOR ACCESS: Separate front doors for each unit may be located on the front of the buildings and may face a public street, common green or internal to the site.
13. WATER QUALITY/DETENTION PONDS: The required detention/water quality ponds shall meet the requirements of Article VI, Section 7 of the Composite Zoning Ordinance.
14. FENCING: Fencing shall be limited to wrought iron or decorative tubular metal
15. Each building shall generally comply in scale and massing with the elevations shown in Exhibit 1. The units are not required to be designed to appear to be one large single-family structure (mansion).



FRONT ELEVATION  
SCALE: 1/4"=1'-0"

ELEVATIONS

SCALE: 1/4"=1'-0"

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THE VILLAGE ADDITION  
801 APACHE TRAIL  
Leander, TX 78641

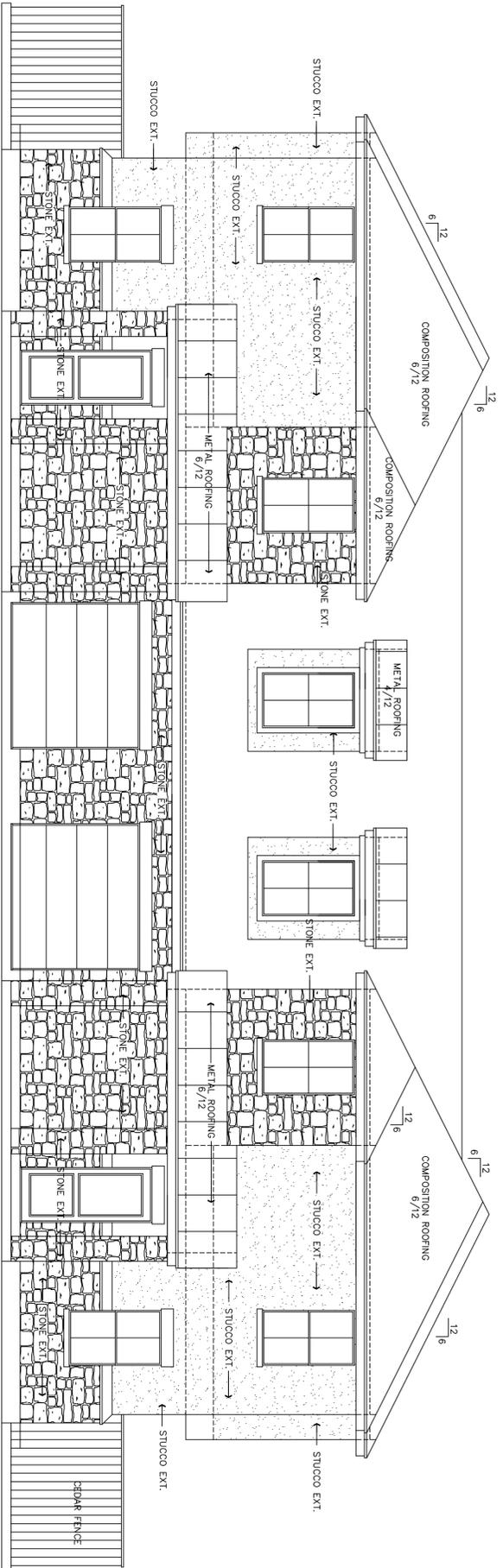
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home design center

10713 RR N 620, STE. 515  
AUSTIN, TX, 78726  
OFFICE (512) 331-1775

MONTERRYEY  
BROTHERS

JOB # A9875  
DATE: 10-11-15  
REVISION:  
DRAWN BY: JCD/MSD

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FRONT ELEVATION  
SCALE: 1/4"=1'-0"

FRONT ELEVATION

SCALE: 1/4"=1'-0"  
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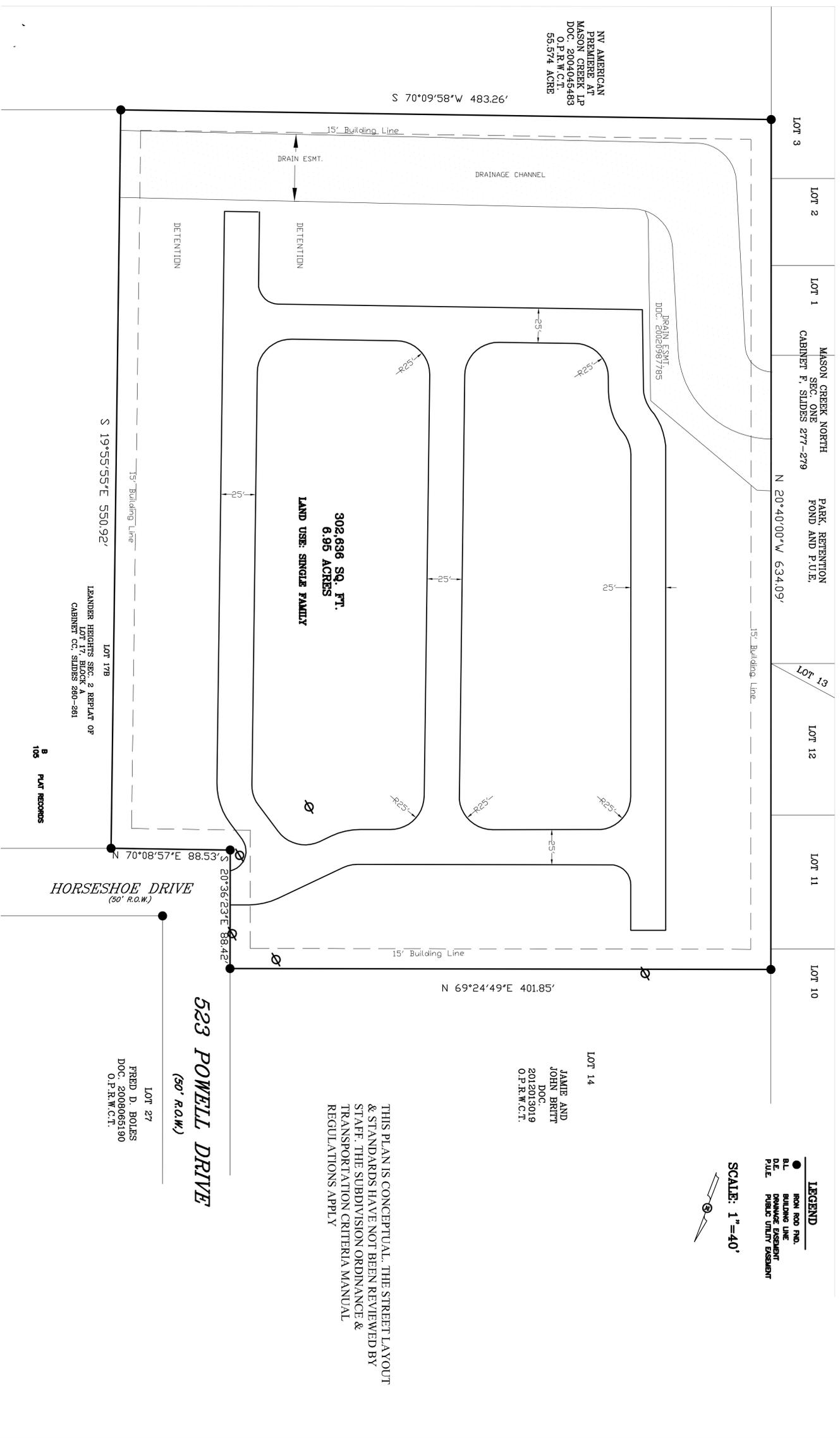
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MONTERRYEY  
BROTHERS

JOB # A9892  
DATE: 10-11-15  
REVISION:  
DRAWN BY: JCD/MSD

1 OF 3



THIS PLAN IS CONCEPTUAL. THE STREET LAYOUT & STANDARDS HAVE NOT BEEN REVIEWED BY STAFF. THE SUBDIVISION ORDINANCE & TRANSPORTATION CRITERIA MANUAL REGULATIONS APPLY

**LEGEND**  
 ● IRON ROD PND.  
 — BUILDING LINE  
 — DRAINAGE EASEMENT  
 — DRAIN ESMT.  
 — PUBLIC UTILITY EASEMENT  
 SCALE: 1"=40'

NV AMERICAN  
 PREMIERE AT  
 MASON CREEK LP  
 DOC. 2004045483  
 O.P.R.W.C.T.  
 55.574 ACRE

LEANDER HEIGHTS SEC. 2 REPLAT OF  
 CABINET CC, SLIDES 260-261

LOT 17B  
 B PLAT RECORDS  
 105

LOT 14  
 JAMIE AND  
 JOHN BRITT  
 DOC.  
 2012013019  
 O.P.R.W.C.T.

LOT 27  
 FRED D. BOLDS  
 DOC. 2008065190  
 O.P.R.W.C.T.

WARNING: THE CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. THE ENGINEER HAS NOT BEEN ADVISED TO RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

DRAWING SCALE:	HORIZ. =
	VERT. =
SURVEYED:	A.S.
FILE NAME:	
DATE:	
DRAWN:	CTEI
DESIGNED:	CTEI

CITY OF LEANDER, WILLIAMSON COUNTY, TX

**EXHIBIT "B"**

CONCEPTUAL SITE LAYOUT & LAND USE PLAN

LEANDER HEIGHTS PUD

THIS DOCUMENT IS THE PROPERTY OF CARTEX ENGINEERING SERVICES, INC. AND COORDINATION ONLY BY TEXAS R.P.E. GARY EU JONES # 79198

ON THE DATE SHOWN, THIS DOCUMENT SHALL NOT BE USED FOR CONSTRUCTION

SEP. 03, 2014

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ON THE DATE SHOWN, THIS DOCUMENT SHALL NOT BE USED FOR CONSTRUCTION

SEP. 03, 2014

TBPE FIRM No. 10967

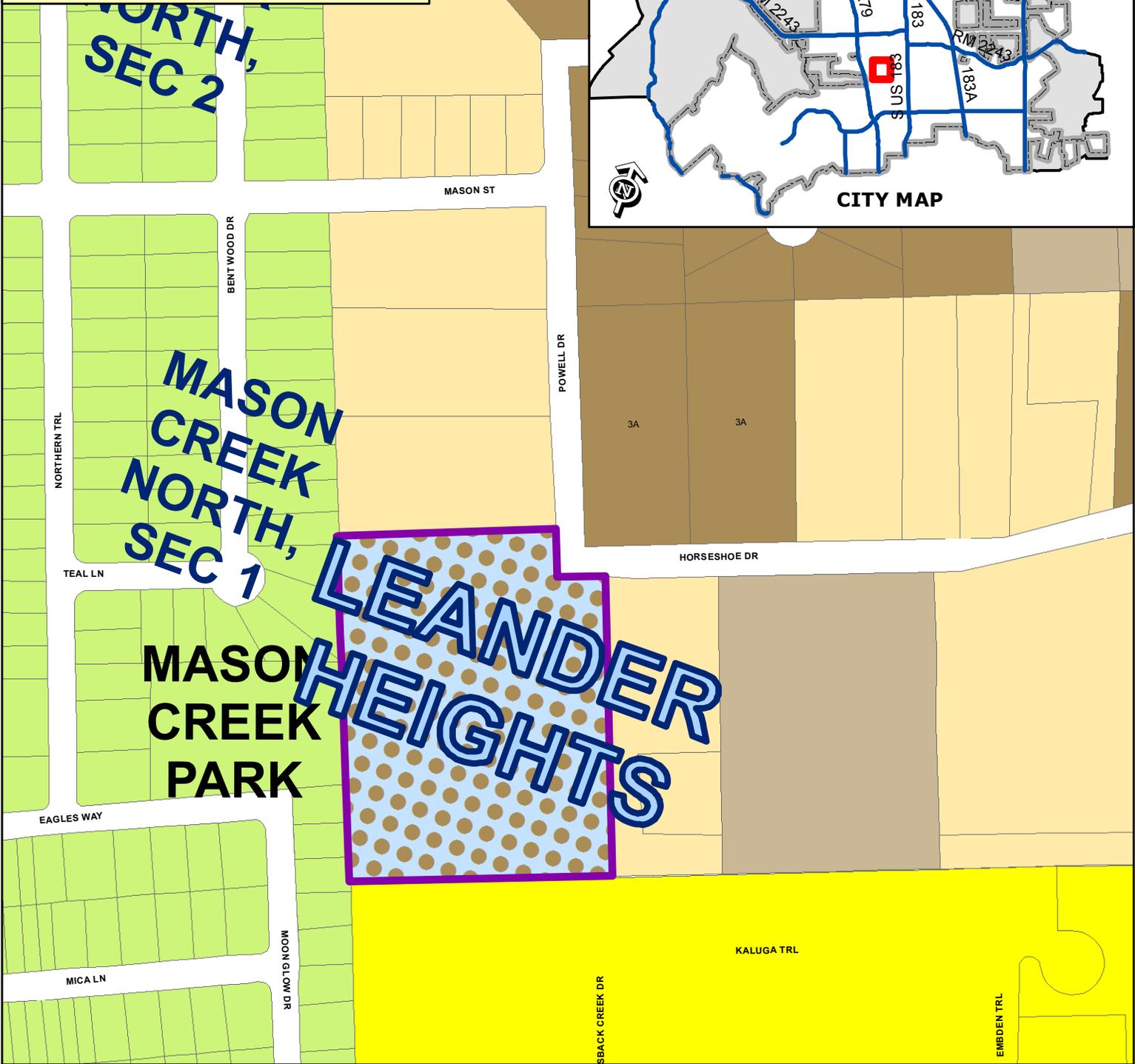
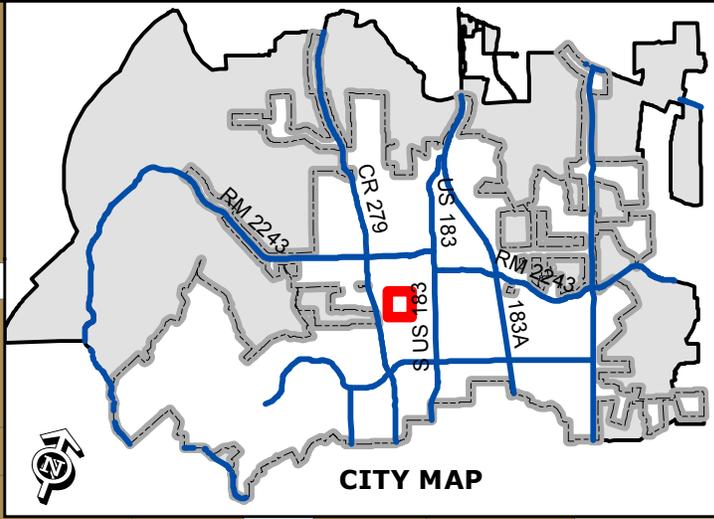
**CARTEX**  
 gey@carTEX.com

CARTEX ENGINEERING SERVICES, INC.  
 700 THERESA COVE, CEDAR PARK, TX 78613  
 512-918-0819 (F) 512-532-0560

NO.	DATE	REVISION	BY

**NOT FOR CONSTRUCTION**

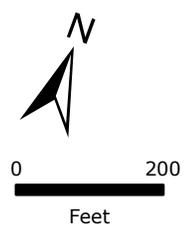
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**ZONING CASE 16-Z-002 Exhibit C**

Zoning Map Leander Heights PUD

 City Limits	 SFR	 SFL	 LO	 PUD - Commercial
 Subject Property	 SFE	 SFT	 LC	 PUD - Mixed Use
	 SFS	 SFU/MH	 GC	 PUD - Multi-Family
	 SFU	 TF	 HC	 PUD - Townhomes
	 SFC	 MF	 HI	 PUD - Single-Family



**ATTACHMENT 8**

To whom it may concern:

Monterrey Brothers is seeking an Amendment to the Leander Heights PUD dated October 16, 2014. Also known as Ordinance 14-067-00

Exhibit A Paragraph 9 calls for each unit to have a two car Garage. Given the size of the townhomes being built, we would request that each unit be required to have a minimum of a single car garage. All parking requirements will comply with the SFT (Single-Family Townhome) use component parking requirements.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Josh Becker', with a stylized flourish at the end.

Josh Becker

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE LEANDER HEIGHTS PUD (PLANNED UNIT DEVELOPMENT) WITH THE FOLLOWING BASE ZONING DISTRICT: MF-1-B (MULTI-FAMILY); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

**Whereas**, after giving at least ten days written notice to the owners of land within two hundred 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 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, 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 lot, which is herein referred to as the "Property:" That certain lot being 6.948 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "C", generally located to the south west of the intersection of Powell Drive and Horseshoe Drive; legally described as Lot 15A, Block A out of the Leander Heights Section 2 Amended Subdivision, more particularly described in Document Number 2015036084 Official Public Records of Williamson County, Texas, and identified by tax identification number R526956.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by amending the Leander Heights PUD (Planned Unit Development) with the following base zoning district: MF-1-B (Multi-Family). 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 City Secretary 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 17<sup>th</sup> of March, 2016  
**FINALLY PASSED AND APPROVED** on this the 7<sup>th</sup> day of April, 2016

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

---

Christopher Fielder, Mayor

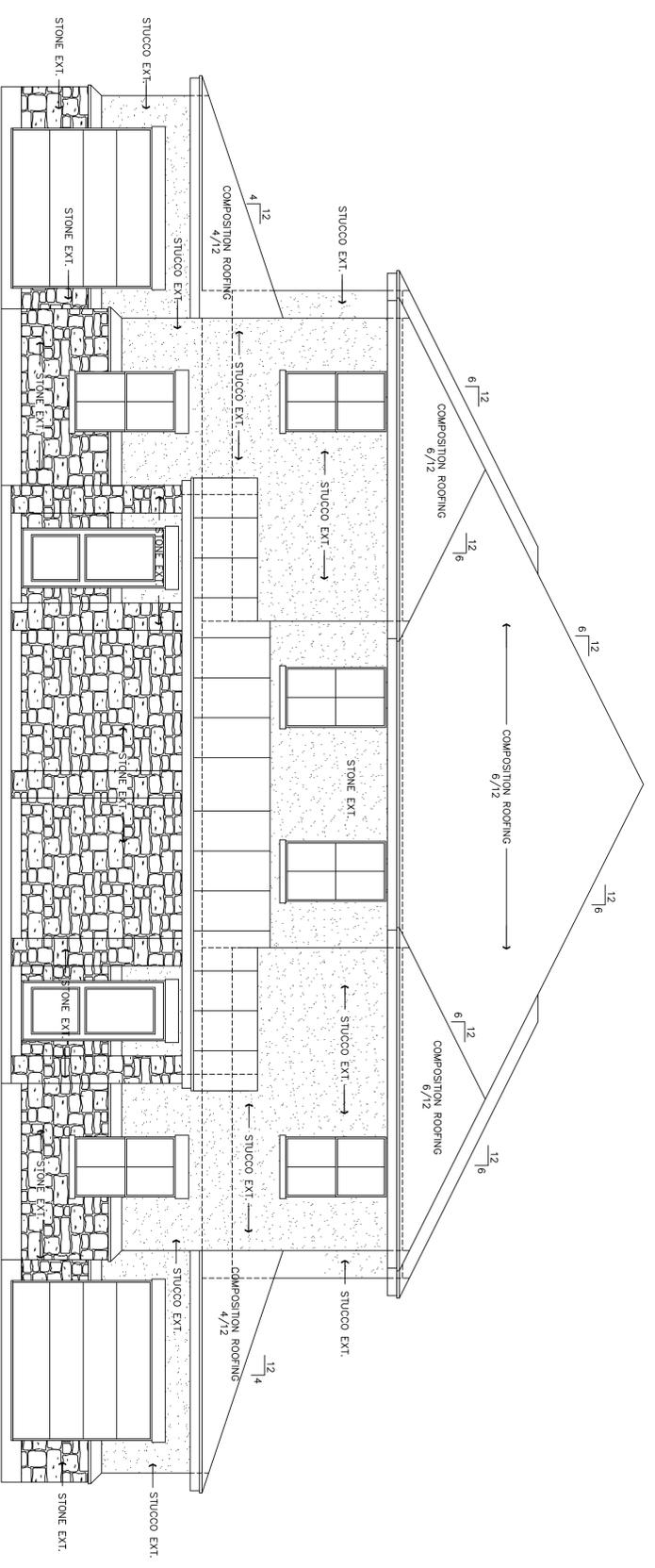
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Debbie Haile, City Secretary

# EXHIBIT A

## Leander Heights - PUD Amendment #1

1. Base zoning districts: The base-zoning district for the PUD is MF-1-B.
2. PUD Area = 6.95 Acres
3. The use shall be an attached residential condominium regime development.
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FRONT ELEVATION  
 SCALE: 1/4" = 1'-0"

ELEVATIONS

SCALE: 1/4" = 1'-0"

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THE VILLAGE ADDITION  
 801 APACHE TRAIL  
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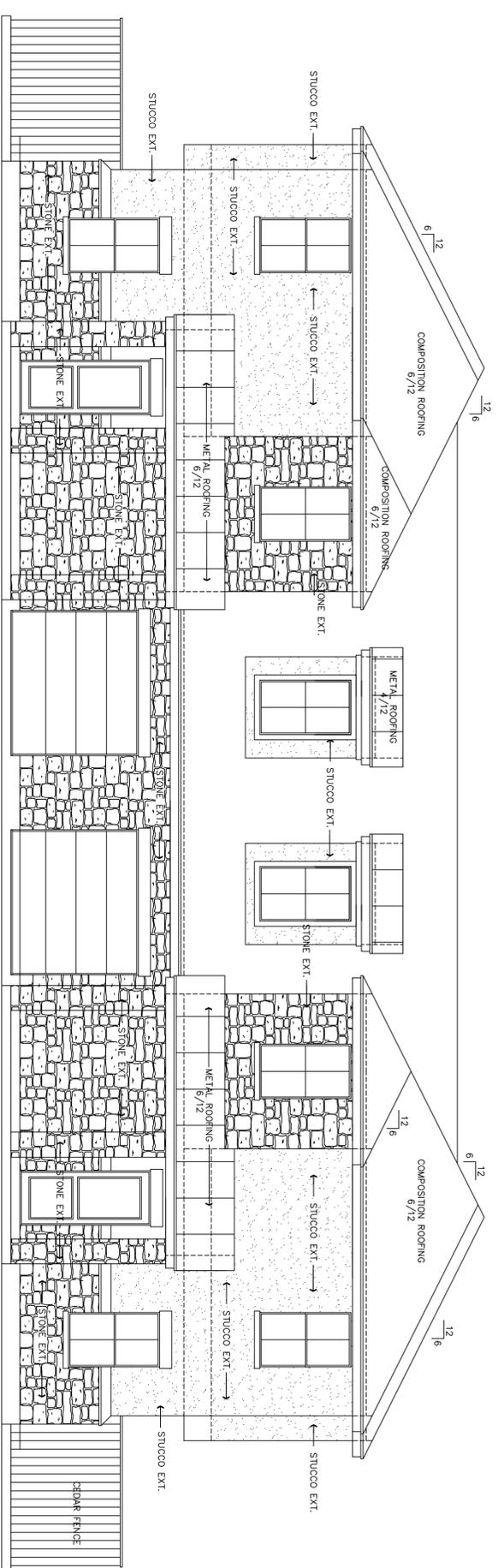
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MONTERRYEY  
 BROTHERS

JOB # A9875  
 DATE: 10-11-15  
 REVISION:  
 DRAWN BY: JCD/MSD

1 OF 3

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FRONT ELEVATION  
SCALE: 1/4"=1'-0"

FRONT ELEVATION

SCALE: 1/4"=1'-0"

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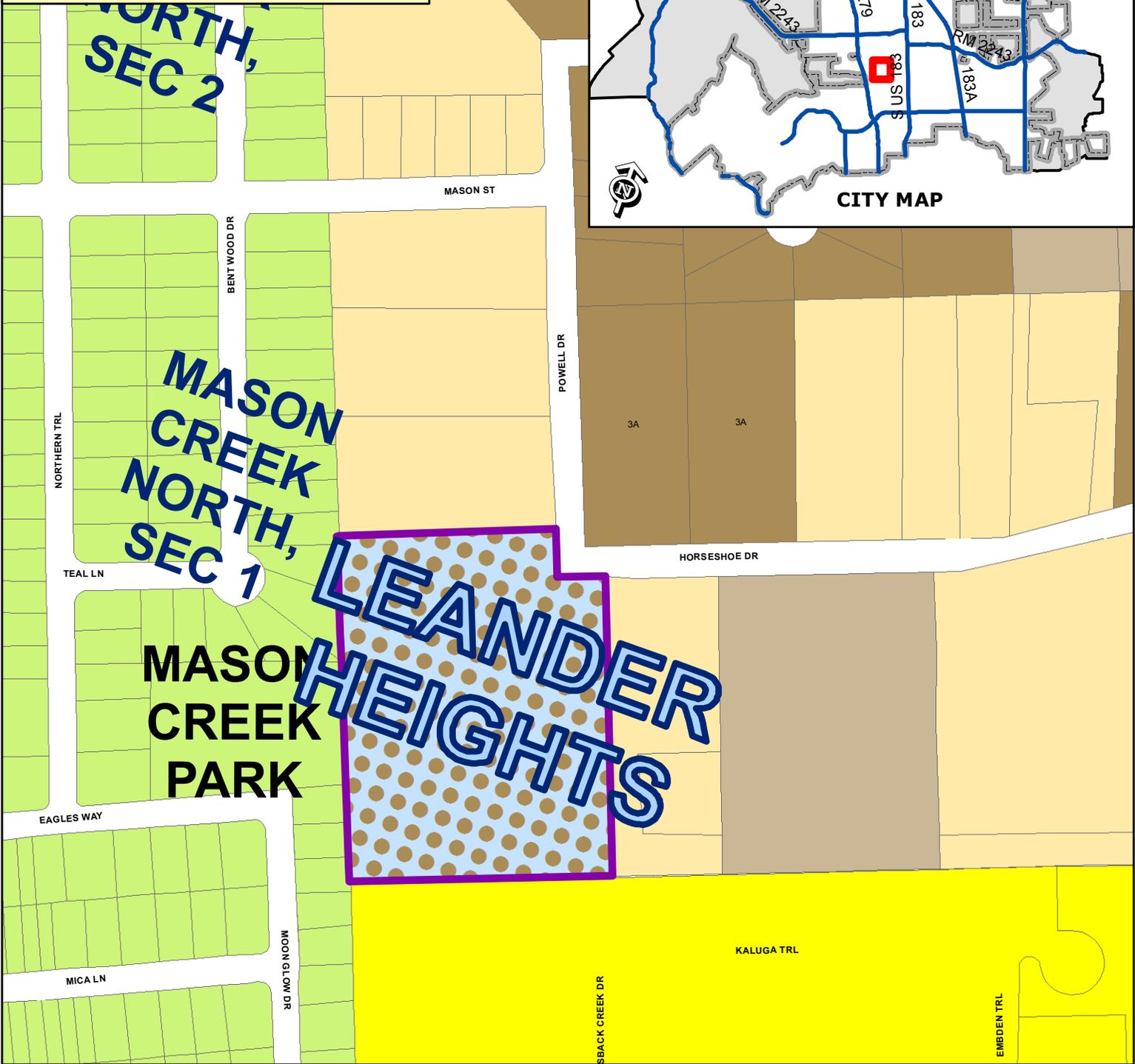
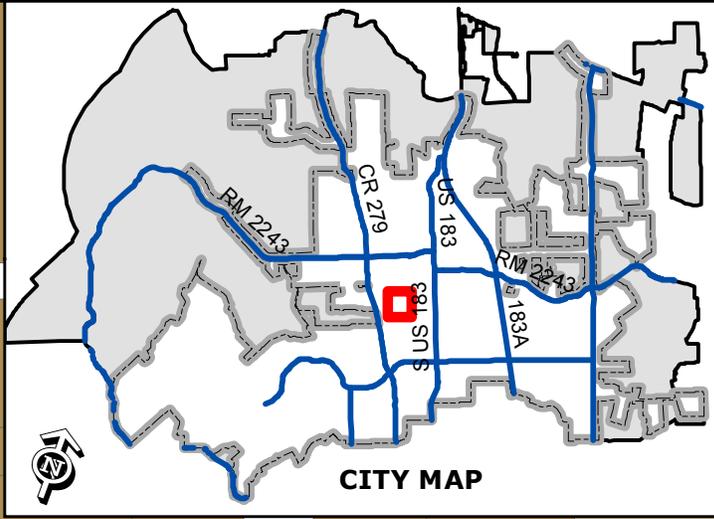
MONTERRYEY  
BROTHERS

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1 OF 3



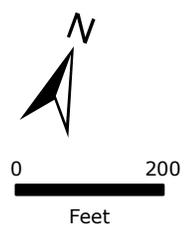
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**ZONING CASE 16-Z-002 Exhibit C**

Zoning Map Leander Heights PUD

 City Limits	 SFR	 SFL	 LO	 PUD - Commercial
 Subject Property	 SFE	 SFT	 LC	 PUD - Mixed Use
	 SFS	 SFU/MH	 GC	 PUD - Multi-Family
	 SFU	 TF	 HC	 PUD - Townhomes
	 SFC	 MF	 HI	 PUD - Single-Family



## Consent Agenda

7. Subdivision Case 15-PP-012: Consider action on the Travisso, Phase 2, Section 1K, 1L, & 1M Preliminary Plat for 53.78 acres more or less; TCAD Parcels 447948, 857393, and 471578; generally located to the northwest of the intersection of Travisso Parkway and RM 1431; Leander, Travis County, Texas Applicant/Agent: Sam Kiger, P.E. (Jay Engineering Co.) on behalf of LISD and Travisso, LTD.
8. Subdivision Case 15-FP-007: Consider action on the Pecan Creek, Phase 4 Final Plat for 14.95 acres more or less; WCAD Parcel R031571; generally located to the south of the intersection of Journey Parkway and Echo Park Drive; Leander, Williamson County, Texas. Applicant/Agent: Brent Jones, P.E. (Randall Jones & Associates Engineering) on behalf of Jen Texas III, LLC.
9. Subdivision Case 15-FP-008: Consider action on the Stewart Crossing, Phase 1 Final Plat for 26.910 acres more or less; WCAD Parcels R031260, R031261, R534550, R432795, R534560, R542768, and R542769; generally located to the north west of the intersection of E Woodview Drive and Raider Way; Leander, Williamson County, Texas. Applicant/Agent: Shawn Graham, P.E. (Jones & Carter) on behalf of Meritage Homes of Texas, LLC and B.W. and Carlene Pruett Family Trust.
10. Subdivision Case 15-FP-032: Consider action on the Travisso, Phase 2, Section 1H Final Plat for 19.205 acres more or less; TCAD Parcels 844740, 863593, and 353024; generally located to the northwest of the intersection of Sandorna View and Travisso Parkway, more specifically located to the northwest of the intersection of Fossetta View and Milan Meadows Drive; Leander, Travis County, Texas. Applicant/Agent: Samuel Kiger, P.E. on behalf of Travisso, Ltd.
11. Subdivision Case 16-FP-002: Consider action on the Crystal Falls Town Center, Phase 3 Final Plat for 11.065 acres more or less; WCAD Parcel R484293 and TCAD Parcel 823336; generally located to the south of the intersection of Local Rebel Street and Crystal Falls Parkway; Leander, Williamson and Travis Counties, Texas. Applicant/Agent: Samuel Kiger, P.E. (Jay Engineering Co) on behalf of Lookout Development Group, L.P.
12. Subdivision Case 15-PP-010: Consider action on the Circle Diamond Preliminary Plat for 5.05 acres more or less; WCAD Parcel R036456; generally located 1,100 feet to the west of the southwest corner of the intersection of Horseshoe Drive and S. West Drive on the south side of Horseshoe Drive; Leander, Williamson County, Texas. Applicant / Agent: David Coombs, P.E., on behalf of Akram Amani.

**Commissioner Hines moved to approve the consent agenda with staff recommendation, Commissioner Anderson seconded the motion. Motion passed unanimously.**

## Public Hearing

13. **Zoning Case 16-Z-002**: Hold a public hearing and consider action on the rezoning of one lot located at 523 Powell Drive; 6.948 acres more or less; legally described as Lot 15A, Block A, Leander Heights Section 2 Amended; WCAD Parcel R526956. Currently, the property is zoned PUD (Planned Unit Development) with a base zoning district of MF-1-B (Multi-Family). The applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas. Applicant: Josh Becker on behalf of Lexor Homes, Inc.

a) Staff Presentation

**Robin Griffin, Senior Planner, discussed the proposed zoning request.**

b) Applicant Presentation

**Josh Becker explained the purpose for the zoning request.**

c) Open Public Hearing

**Chair Sokol opened the public hearing.  
No one wished to speak.**

d) Close Public Hearing

**Chair Sokol closed the public hearing.**

e) Discussion

**Discussion took place.**

f) Consider Action

**Commissioner Anderson moved to approve the amendment of the PUD  
Commissioner Cotten seconded the motion. Motion passed unanimously.**

14. Meeting Adjourned at **7:22 pm**

---

Chairman Sokol

ATTEST:

---

Ellen Pizalate, Secretary



**Executive Summary**

**March 17, 2016**

**Council Agenda Subject:** A public hearing on the continuation of Chapter 8, Article 8.500 of the Leander Code of Ordinances; establishing curfews for minors; providing definitions; providing defenses and exceptions; and providing penalties

**Background:** As per Texas Local Government Code 370.002, the City is required before the third anniversary of the date of adoption of a juvenile curfew ordinance to review the ordinance's effects on the community and on the problems the ordinance was intended to remedy, conduct public hearings on the need to continue the ordinance and abolish, continue or modify the ordinance.

The current ordinance was last adopted on April 4, 2013

If approved, the City will not need to review its curfew ordinance for another three years.

**Origination:** Greg Minton, Chief of Police

**Financial Consideration:** None

**Recommendation:** Staff recommends the continuation of the curfew ordinance without any modifications.

**Attachments:** Ordinance

**Prepared by:** Debbie Haile, City Secretary

## ARTICLE 8.02 MINORS

### Division 1. Generally

#### Secs. 8.02.001–8.02.030 Reserved

### Division 2. Curfew\*

#### Sec. 8.02.031 Definitions

The following words and phrases when used in this division shall, for the purpose of this division, have the meanings respectively ascribed to them in this section.

*Curfew hours.* 12:01 a.m. until 6:00 a.m. on any Monday, Tuesday, Wednesday, Thursday, or Friday; and 1:00 a.m. until 6:00 a.m. on any Saturday or Sunday.

*Emergency.* An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

*Establishment.* Any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

*Guardian.* A person who, under court order, is the guardian of the person of a minor; or a public or private agency with whom a minor has been placed by a court.

*Minor.* Any person under 17 years of age not including those individuals under 17 years of age who have, in accordance with Chapter 31, Texas Family Code, had the general disabilities of minority removed.

*Operator.* Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officer of a corporation.

*Parent.* A person who is a natural parent, adoptive parent, or stepparent of another person; or at least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

*Public place.* Any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

*Remain.* To linger or stay; or fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

*Serious bodily injury*. Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

 **Sec. 8.02.032 Offenses**

- (a) A minor commits an offense if he remains in any public place or on the premises of any establishment within the city during curfew hours.
- (b) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
- (c) The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

 **Sec. 8.02.033 Defenses**

It is a defense to prosecution under section 8.02.032 that the minor was:

- (1) Accompanied by the minor's parent or guardian;
- (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
- (3) In a motor vehicle involved in interstate travel;
- (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- (5) Involved in an emergency;
- (6) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
- (7) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, Leander Independent School District, a civic organization, church or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, Leander Independent School District, church, a civic organization, or another similar entity that takes responsibility for the minor;

- (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly;
- (9) Married or had been married or had disabilities of minority removed in accordance with chapter 31 of the Texas Family Code; or
- (10) Under section 8.02.032(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

#### **Sec. 8.02.034 Enforcement**

Before taking any enforcement action under this division, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this division unless the officer reasonably believes that an offense has occurred and that no defense in section 8.02.033 is present.

#### **Sec. 8.02.035 Penalty**

(a) A person who violates a provision of this division is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine in accordance with the general penalty provision found in section 1.01.009 of this code.

(b) When required by section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 8.02.032(a) of this division and shall refer the minor to juvenile court.

#### **Sec. 8.02.036 Nonliability of enforcement officers**

The police department, police officers of the police department, or any employee charged with the enforcement of this division, acting in good faith and without malice for the city in the discharge of his or her duties, shall not thereby be rendered liable personally and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or by reason of any act or omission in the discharge of his or her duties. Any suit brought against the police officer or such employee, because of any act or omission in the discharge of duties under any provision of this division, shall be defended by the city attorney or an attorney appointed by the city's insurance carrier until final termination of the proceedings.

 **Sec. 8.02.037 Governmental immunity**

Nothing in this division shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the city, the police department or its employees nor to create any legal rights or claims on behalf of any third party. Neither the city, the police department nor its employees waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the state.

(Ordinance 13-028-00 adopted 4/4/13)

**Georgetown, TX**

11P-6A Sun – Thurs

12P-6A Fri – Sat

No daytime curfew

Under 17

**Cedar Park, TX**

11P-6A Sun – Fri

1A-6A Sat – Sun

No daytime curfew

Under 17

**Round Rock, TX**

1201A-6A Mon – Fri

1A-6A Fri – Sat - Sun

Daytime curfew

9A-2:30P (M-F / School Days)

Under 17

**Leander, TX**

1201A-6A Mon – Fri

1A-6A Fri – Sat - Sun

No daytime curfew

Under 17

**Taylor, TX**

11P-6A Sun – Thurs

12P-6A Fri – Sat

Daytime curfew

8:30A-11:30A / 1:15P-3:15P (M-F / School Days)

Under 17

**Hutto, TX**

11P-6A Sun – Thurs

1201PA-6A Fri – Sat

Daytime curfew

9A-2:30P (M-F / School Days)

Under 17



# LEANDER POLICE DEPARTMENT

## City of Leander Curfew *Frequently Asked Questions*

### What time would the curfew be in effect?

- 12:01 a.m. until 6:00 a.m. on any Monday, Tuesday, Wednesday, Thursday, or Friday;
- 1:00 a.m. until 6:00 a.m. on any Saturday or Sunday.
- 

### What age applies to the curfew?

- Any person under 17 years of age not including those individuals under 17 years of age who have, in accordance with Chapter 31, Texas Family Code, had the general disabilities of minority removed.

### What are the exemptions to the curfew?

- Accompanied by the minor's parent or guardian;
- On an errand at the direction of the minor's parent or guardian, without any detour or stop;
- In a motor vehicle involved in interstate travel;
- Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- Involved in an emergency;
- On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
- Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, Leander Independent School District, a civic organization, church or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, Leander Independent School District, church, a civic organization, or another similar entity that takes responsibility for the minor;
- Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly;
- Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code; or
- Under Section 8.02.032(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

## **What happened if I violate the curfew?**

### **If you are a minor:**

- You may be detained by a law enforcement officer;
- Your parents and/or legal guardian may be required to respond and take custody of you;
- You may be issued a citation that requires your appearance in the Municipal Court;
- When making your court appearance, your parents or guardian must come with you;
- If found guilty, the Judge may impose a fine, probation or community service.

### **If you are a parent or guardian:**

- You may be detained by a law enforcement officer;
- You will be required to respond and take custody of your child;
- If you allowed your child to violate the curfew, you may be issued a citation that requires your appearance in the Municipal Court;
- If found guilty, the Judge may impose a fine, probation or community service.

Before taking any enforcement action under this article, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this article unless the officer reasonably believes that an offense has occurred and that no defense in Section 8.02.033 is present.

### **Sec. 8.02.035 Penalties**

(a) A person who violates a provision of this article is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine in accordance with the general penalty provision found in Section 1.01.009 of this code.

(b) When required by Section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates Section 8.02.032(a) of this article and shall refer the minor to juvenile court.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, CONTINUING THE CITY'S JUVENILE CURFEW REGULATIONS; AND PROVIDING OPEN MEETINGS, SEVERABILITY AND RELATED CLAUSES.**

**WHEREAS**, the City Council of the City of Leander, Texas (the "City"), is required by Section 370.002, Texas Local Government Code, to review and hold a public hearing on the City's juvenile curfew regulations before the third anniversary of their prior adoption or continuation;

**WHEREAS**, the City Council conducted a public hearing at which the public was given an opportunity to comment on the need to continue the City's juvenile curfew ordinance has reviewed the City's juvenile curfew regulations; and

**WHEREAS**, the City Council hereby finds and determines that the continuation of a juvenile curfew is necessary to provide for the protection of minors from each other and from other persons, for the enforcement of parental control over and responsibility for children, for the protection of the general public, and for the reduction of the incidence of juvenile violence and criminal activity;

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

**Section 1. Adoption of Findings of Fact.** The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City Council hereby further finds and determines that this ordinance is reasonable and necessary to protect the public health, safety and quality of life.

**Section 2. Continuation of Article 8.02.** Article 8.02 of the City of Leander Code of Ordinances (the "Code"), as it is set forth in the Code, is hereby continued. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

**Section 3. Severability.** If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 4. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

**Section 5. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**Attest:**

**CITY OF LEANDER**

\_\_\_\_\_  
Debbie Haile, City Secretary

\_\_\_\_\_  
Christopher Fielder, Mayor



**Executive Summary**

**March 17, 2016**

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**Agenda Subject:** First reading of an ordinance of the City of Leander granting a non-exclusive permit and license for right-of-way sign services to National Sign Plazas; and providing for related matters

**Background:** In May 2014, the City of Leander granted a permit and license to National Sign Plazas to operate a kiosk sign program within the City's rights-of-ways to provide directional signage for homebuilders and for other points of interest. The original permit had a ten year term. This ordinance renews the original permit for another ten year term from the effective date.

**Origination:** Applicant: Steve Startzell on behalf of National Sign Plazas

**Financial Consideration:** There are no out-of-pocket costs for the City. National Sign Plazas remits \$10 per month per sign panel to the City.

**Recommendation:** Staff recommends approving the first reading of the ordinance.

**Attachments:**

1. Ordinance
2. Permit and License Agreement

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

03/08/2016

## **PERMIT AND LICENSE AGREEMENT FOR RIGHT-OF-WAY SIGN SERVICES**

This Permit and License Agreement for Right-of-Way Sign Services (“Agreement”) is issued by the City of Leander by ordinance, and entered into by and between the City of Leander, Texas (“City”) and National Sign Plazas, a California corporation (“Contractor”) (collectively, the “Parties”).

**WHEREAS**, Sections 3.08.018(a)(4) and 3.08.053(g)(2)(C) Code of Ordinances allows City to install Plaza Sign Structures within rights-of-way;

**WHEREAS**, City desires to initiate authorize and permit a Plaza Sign Structure Program to give directions to the location of subdivisions, homebuilders and businesses, and the City at entry points;

**WHEREAS**, City desires to permit the installation and maintenance of the Plaza Sign Structures and sign panels to serve the public convenience and reduce traffic congestion by standardizing and regulating directional signs;

**WHEREAS**, Contractor desires to obtain a permit and license to locate, install and maintain Plaza Sign Structures and Sign Panels within the public right-of-ways of the City, as described more fully in this Agreement;

**WHEREAS**, Contractor desires to maintain the Plaza Sign Structures after their installation and to place sign panels on the Plaza Sign Structures for developers, homebuilders and businesses; and to bill and collect fees from the developers and homebuilders for itself and for the City;

**WHEREAS**, Contractor submitted a project plan and proposal for a permit and license agreement and the grant of such permit and license will serve a public purpose; and

**WHEREAS**, the Parties entered into that certain Permit and License Agreement for Right-of-Way Sign Services dated May 13, 2004, and the Parties desire to renew the Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE** in consideration of these recitals and other good and valuable consideration, the value and receipt of which is acknowledged, City and Contractor agree as follows:

1. Recitals. The Recitals above are hereby incorporated into this Agreement by reference.
2. Permit and Contract Documents. The Contractor is hereby granted a non-exclusive permit and license to locate, install and maintain Plaza Sign Structures and Panel Signs on the public rights-of-way owned and controlled by the City, at locations selected by the Contractor and approved in writing by the City. The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide the Plaza Sign Structures, Sign Panels and services as specified and to perform all of the work called for and described in the Contract Documents. The Contractor is granted a license and permit to use the City streets and public right-of-ways to provide the services authorized pursuant to this Agreement. The term of such license and permit shall be only for the initial and any extended term of this Agreement.

Renewal and extension of such license and permit shall be solely in the discretion of the City Council, and the license and permit shall terminate automatically upon the termination of this Agreement.

The Contract Documents which set forth the entire Agreement of the Parties are named below. In the event of a conflict between the terms of two or more documents, they shall take priority in the order set forth below:

- A. All applicable laws and regulations of the City of Leander and the State of Texas, including but not limited to the City Charter of the City and the Code of Ordinances, as amended from time to time (the "Applicable Laws").
- B. This Agreement.

The parties will comply with the terms, conditions and specifications contained in the Contract Documents.

3. Scope of Work. Contractor is granted a license and permit to locate, install and maintain Plaza Sign Structures within the public rights-of-way that are owned and controlled by the City. Contractor shall perform the work set forth in the Contract Documents. In general, this work shall consist of the following:

In administrating the Plaza Sign Structure Program, the contractor will:

- A. Construct, install, maintain and repair approved Plaza Sign Structures and sign panels.
- B. Contract with developers, homebuilders and local businesses for the placement of sign panels.
- C. Assist City in determining appropriate locations for Plaza Sign Structures.
- D. Assist City with identifying and removing all illegal off-premise signage.
- E. Attend meetings as necessary with City staff and developers to coordinate project.
- F. Collect all placement fee payments and remit to City the administrative fee.
- G. Secure any easements or private property ground leases as needed for the placement of structures; provided that all such easements or leases shall be subject to this Agreement and shall not create any liability or other burden or obligation whatsoever for the City.

4. Definition, Purpose of Plaza Sign Structure Programs and Specifications of Plaza Sign Structures.

- A. Definition. For the purposes of this Agreement, a Plaza Sign Structure is a structure which displays sign panels. The specifications of the Plaza Sign Structure and sign panels are more fully developed in the Contract Documents. The design and specifications for the Plaza Sign Structures and Sign Panels shall hereafter be approved and established from time to time by the City.
- B. Purpose of Plaza Sign Structures. The purpose of Plaza Sign Structures is to provide direction to the location of subdivisions, housing developments, local businesses and public facilities within the City of Leander while reducing the number of unauthorized signs, and discouraging the unauthorized placement of

unsightly signs, or signs that are hazardous by reason of composition, construction or location.

C. Specifications of Plaza Sign Structures and Sign Panels. Contractor agrees to manufacture and install Plaza Sign Structure structures and sign panels in accordance with the specifications in the Contract Documents and the following:

1. Primary Plaza Sign Structures shall not exceed twelve (12) feet above average grade. Primary, Community, Neighborhood, Home Builder and Business Sign Structures shall be as defined in Exhibit "A" hereto. Such signs shall be authorized by this license and permit as part of the Plaza Sign Structure Program. Such signs shall be subject to the same regulations, restrictions and requirements as Plaza Sign Structures; provided that the Community Sign Structures shall not exceed eight (8) feet above average grade; the Neighborhood Sign Structures shall not exceed five (5) feet above average grade; and the Home Builder Sign Structures and the Business Sign Structures may be separate structures as permitted by the City and more completely described in Exhibit A.
2. Plaza Sign Structures shall be constructed of steel and aluminum and shall be capable of displaying up to ten (10) sign panels, double-sided if needed.
3. The name and official logo of the City of Leander shall be prominently displayed at the top of any Plaza Sign Structure and shall be visible on any side of a Plaza Sign Structure, which displays directional sign panels.
4. The color of Plaza Sign Structures shall be black. Actual structure color shall be reviewed and approved by the City. All sign panels shall conform to Section 4, C, 12 below.
5. The Contractor shall submit the proposed location and final design plans to the City for approval prior to installation of any Plaza Sign Structure, including breakaway specifications.
6. No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any Plaza Sign Structure or sign panel.
7. Plaza Sign Structure locations shall be approved and designated by the City with the assistance of the Contractor.
8. At the City's request and direction, the Contractor shall remove and relocate any Plaza Sign Structures within 30 days at no cost to the City; provided that the City shall reimburse the Contractor for the actual cost incurred by the Contractor to remove and relocate any City Facility Sign moved at the request of the City.
9. Contractor shall provide to the City a semi-annual inventory of existing sign panels.

10. Sign panels shall contain only the name of a public facility, local business, subdivision or neighborhood/village and logo, the builder's or developer's name and/or logo, the builder or developer's recognized color scheme, and directional information or the name of the developer/builder and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Fluorescent colors are not allowed. Reflective colors and text are permissible.
11. Contractor shall, at its own cost, maintain, repair, replace and repaint each sign panel as necessary or deemed necessary by the City. Upon notice by the City, Contractor agrees to undertake necessary repairs or replacement of any sign panel within 72 hours of receipt of notice.
12. Contractor shall not install or maintain any Plaza Sign Structures or sign panels within the City, which are not in compliance with the terms of this Agreement.
13. Sign Panels shall be constructed of one-eighth (1/8) inch thick aluminum. The panels shall be vinyl coated with a material comparable to 3M Engineering Grade - Retro-reflective.
14. Individual sign panels on the Primary Structures shall not exceed forty three (43) inches in horizontal length by ten (10) inches in height. Individual sign panels on the Neighborhood Structures shall not exceed twenty four (24) inches in horizontal length by twenty four (24) inches in height.
15. Sign panel installation and modification shall be subject to City's approval.

5. Number and Location of Plaza Sign Structures. The City has sole discretion to determine the number and placement of the Plaza Sign Structures in the right-of-way. Subject to the exercise by the City of such discretion, the City shall agree to allow signage to direct homebuyers to each new housing community and local business not to exceed one sign panel at each location which requires information regarding a change of direction, and one or more structures, located at least one hundred (100) feet apart, shall be allowed to accommodate said sign panels. The City Manager shall designate an employee of the City to approve the location of all Plaza Sign Structures. In the event of a dispute between the Contractor and such designated employee, the Contractor may appeal to the City Manager and the decision of the City Manager shall be final.

6. Price and Payment Schedule for the Purchase of the Plaza Sign Structures and Sign Panels. Subject to the provisions in paragraph 7 below, the price and payment schedule for Plaza Sign Structures shall be as follows:

- A. Contractor will install the Plaza Sign Structures and rotate City panels at no out-of-pocket cost to City, with all such costs being paid by the requesting home builder or business; provided that Contractor will pay the cost of and will be reimbursed for the

actual costs of City Facility signs installed at the request of the City under C below, by being granted credits against the fees provided in B below.

B. Contractor will collect and remit to City Ten Dollars (\$10.00) per month per panel side which has directional information as a permit, license and administration fee for the entire term of this Agreement.

C. If City so desires, Contractor will install Plaza Sign Structures and panels exclusively for City Facility directional signs at no out-of-pocket cost to City. Costs associated with these installations will be credited against the amount collected under section 6.B. After the costs have been recovered, the fees collected will then be remitted to the City. Documentation, to the City's satisfaction, will be provided on an annual basis by Contractor showing exact cost of Plaza Sign Structures and panels including all credit from license, permit and administration fees collected.

7. Term of Agreement and Termination of Agreement with Breach

A. Term. The term of this Agreement is ten (10) years.

B. Renewal. This Agreement may be renewed and extended by an ordinance adopted on two readings after a public hearing for which ten (10) days public notice is given.

C. Termination. This Agreement may be repealed the franchise by ordinance at any time upon the failure or refusal of the Contractor to comply with the terms of this Agreement or the Applicable Law. Otherwise, this Agreement may not be terminated by either party except for breach as provided for in this Agreement.

1. Termination by City. If the Contractor shall fail to comply with this Agreement or the Applicable Law, or otherwise breach and fail to remedy said breach as provided for in this Agreement, the City may terminate this contract. The Contractor shall remove the Plaza Sign Structures within thirty (30) days after receiving a written termination letter from the City. In the event that the City terminates this Agreement, the Local Business Structures shall remain in place and become property of the City.

2. Termination by Contractor. If the Contractor terminates this Agreement before the end of the term as stated in A above, Contractor agrees that the Plaza Sign Structures shall remain in place, the sign panels and all receivables from the placing of the sign panels shall become the property of the City. Further, Contractor agrees to transfer promptly all information related to the placement of the sign panels to the City, including, but not limited to, the original sign panel service documents, an accounting of all open accounts and all other relevant documents. After the transfer of all information, this Agreement shall be of no further effect.

8. Placement of Sign Panels. The Contractor shall have a non-exclusive license and permit. After the City's written approval and acceptance of the installed Plaza Sign Structures, the Contractor shall have the exclusive right to place and maintain sign panels on the Plaza Sign

Structures installed by the Contractor, subject to the terms of this Agreement.

A. Contractor agrees to place sign panels for the City, builder, developers and local Leander businesses. Contractor further agrees to use Contractor's best efforts to place all available sign panels.

B. Contractor agrees that the fees for the Plaza Sign Structures will be reasonable and established in discussion with the City, from to time. Contractor shall be allowed an annual cost of living increase for the fees as determined by the Consumer Price Index.

C. Contractor agrees to maintain all aspects of the placement of the sign panels, including entering into sign placement service agreement with builders, billing, collecting fees and payment of all applicable taxes and fees.

D. Contractor will remit to the City on a quarterly basis the amount of the City's administration fee as specified in Paragraph 6.B above.

E. Contractor agrees to provide an annual report to the City regarding the locations of all signs and the number of sign panels and the amount billed to the developers or builders, and the City's amount for administrative fees. Such report shall include an inventory showing the locations of all signs.

F. Contractor agrees that in no event will City be liable for any fee payment or other fees related to the placement of the sign panels.

G. Contractor agrees to include in all sign placement service agreement an assignment clause which will assign Contractor's rights to fee payment to City in the event Contractor elects to terminate this Agreement pursuant to Paragraph 7.C.2 above.

H. City agrees to consider allowing communities in adjacent cities to place panels on a secondary and reciprocal basis. Communities in the City of Leander shall at all times have priority.

I. City and Contractor agree that no sign panels other than those manufactured and installed by Contractor shall be allowed on the Plaza Sign Structures.

9. Maintenance of Plaza Sign Structures:

A. Contractor agrees to maintain the Plaza Sign Structures and sign panels for the term of this Agreement.

B. Contractor agrees to replace damaged Plaza Sign Structures and sign panels as is necessary or as requested by the City.

C. Contractor agrees to provide to the City a telephone number and a contact person allowing the City to call requesting maintenance on the Plaza Sign Structures or sign panels 24 hours a day, seven days a week.

D. Contractor agrees to repair all Plaza Sign Structures within 5 days of the City's request

for repair. Contractor further agrees to remove for repair all sign panels within 72 hours of notification of the need of repair from the City. Sign panel will be replaced within 5 days of notification.

E. Contractor agrees to landscape the area around each Plaza Sign Structure. Plant materials are to be of a drought-tolerant, insect resistant variety Planted so that upon maturation, there will be no more than four (4) inches of space between the plants and they are less than thirty-six (36) inches in height. All plant types and locations shall be reviewed and approved by the City prior to installation.

F. Contractor agrees to maintain a bi-weekly maintenance schedule to check each Plaza Structure and sign panel for all necessary repairs and will complete those repairs promptly.

G. Contractor agrees to maintain all Plaza Sign Structures and sign panels in conformity with all terms of this Agreement.

10. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City, its officials, officers, agents, and employees from 1) liability for damages resulting from injury, death, property damage, and economic loss suffered by any person as a result of the negligent or willful act or omission of the Contractor or the Contractor's officers, agents, employees, or subcontractors; such losses and damages including but not limited to the installation, maintenance and location of signs; and 2) attorney fees, court costs, settlement expenses and litigation expenses related to liability described in 1) and/or relating to any claim or action asserting such liability against the City, any of its officials, officers, agents, and employees.

11. Insurance. Contractor shall maintain in full force and effect throughout the entire term of this Agreement insurance with an insurance company authorized to conduct business in Texas and acceptable to the City, with the following policy limits.

- A. Comprehensive General Liability - \$2,000,000 combined aggregate
- B. Automobile Liability - \$1,000,000
- C. Workers Compensation
  - 1. Bodily Injury by Accident - \$1,000,000
  - 2. Bodily Injury by Disease - \$1,000,000

Contractor shall present a Certificate of Insurance in a form satisfactory to the City Attorney which shall name the City as an additional insured party on Contractor's Comprehensive General and Automobile Liability policies. If during the term of this Agreement, any such insurance is canceled, or if Contractor fails to renew same, or if the policy limits are reduced below the limits required above, such event shall constitute a default of this Agreement. Contractor shall immediately notify the City Representative in writing if such an event occurs. Contractor shall have three (3) days to cure any such default.

12. Independent Contractor. Contractor shall at all times herein, be an independent contractor and not an employee of the City, nor shall any of the Contractor's employees or subcontractors be an employee of the City.

13. Notice. Any notice required to be given pursuant to this Agreement may be personally

served upon the parties, or may be served by certified mail, return receipt required, to:

CITY:  
City of Leander  
Attn: City Manager  
200 W. Willis Street  
Leander, TX 78641

CONTRACTOR:  
National Sign Plazas  
Attn: Alex Lingas  
Parrett Field, Bld.#13, Box 706  
Angwin, CA 94508

14. Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of the work except the fabrication and installation of the Plaza Sign Structures and production of the sign panels, which require equipment, materials and expertise which the Contractor cannot be reasonably expected to possess, without the City Representative's prior written consent.

15. Miscellaneous. The Contract Documents represent the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations of Agreements, whether written or oral, except as where noted. The three components of the program (City, Business and Homebuilder) are considered under this contract as a whole. The City Charter may be amended by the public as provided by Chapt. 9, Tex. Loc. Gov't. Code. The Code of Ordinances and the ordinances applicable to signs may be amended at anytime, within the discretion of the City Council, to regulate signs and exercise the police power of the City. Subject to the Applicable Law, as amended, the Agreement may be modified only by a written document signed by both parties and approved by the City Council at a public meeting. This Agreement shall be governed by Texas law, and any action relating to the Agreement shall be brought only in Williamson County, Texas.

16. Mutual Drafting. The City and the Contractor each has had opportunity to consult legal advice regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

17. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have ten days after the receipt of such notice in which to cure the default. Failure timely to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any remedy provided by law.

In Witness Whereof, the parties have signed this Agreement on the dates written below.

City of Leander

National Sign Plazas,  
a California Corporation

by \_\_\_\_\_  
Mayor Christopher Fielder

by \_\_\_\_\_  
\_\_\_\_\_, President

Date \_\_\_\_\_

Date \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LEANDER GRANTING A NON-EXCLUSIVE PERMIT AND LICENSE FOR RIGHT-OF-WAY SIGN SERVICES; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, appropriate directional signs improve traffic safety and traffic flow;

**Whereas**, it is in the public interest to provide for and regulate the location of signs on the public rights-of-way within the City;

**Whereas**, a license and permit to place approved directional signs within the public rights-of-way at locations approved by the City will benefit businesses, neighborhoods, institutions, the City and the general public;

**Whereas**, National Sign Plazas has applied for a license and permit to provide sign services within the City rights-of-way; and

**Whereas**, the City Council has determined that granting the permit and license on the terms set forth herein is in the public interest of the City and its residents.

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

**Section 1. Fact Findings.** The foregoing recitals are hereby found to be true and correct and are incorporated herein for all purposes as findings of fact made by the City Council.

**Section 2. Permit and License.** The City Council grants to National Sign Plazas the license and permit set forth in the "Permit and License Agreement for Right-Of-Way Sign Services", attached hereto and incorporated herein for all purposes as Exhibit "A" (the "License"). The License, and all rights and authority of National Sign Plazas thereunder, shall, at all times, be subject to all the terms, provisions and conditions of the City Charter, and the ordinances, of the City, as amended.

**Section 3. Effective Date.** This ordinance shall take effect upon National Sign Plazas' execution and delivery of the License within thirty (30) calendar days after the date of the second and final reading set forth below. If National Sign Plazas does not execute and deliver the License to the City within such thirty days, this ordinance and the License shall terminate and expire.

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

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

**FINALLY PASSED AND APPROVED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

Attest:

**City of Leander, Texas**

\_\_\_\_\_  
Debbie Haile, City Secretary

\_\_\_\_\_  
Christopher Fielder, Mayor



**Executive Summary**

**March 17, 2016**

---

**Agenda Subject:** Consideration and possible action to amend the description and the map of the land to be annexed as part of Annexation Area O.

**Background:** As part of the current involuntary annexations, staff has been working with the residents of the Valley View and Creek Meadow neighborhoods to execute an agreement that would have these neighborhoods pay for fire protection while remaining in the ETJ. These agreements have not been finalized and staff is recommending removing these areas from the current annexation while staff continues to work with the neighborhoods to finalize the fire services agreements.

**Origination:** City of Leander

**Financial Consideration:** None

**Recommendation:** Staff recommends approval of the revised Area O.

**Attachments:**

1. Revised map of Area O
2. Revised description of Area O

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

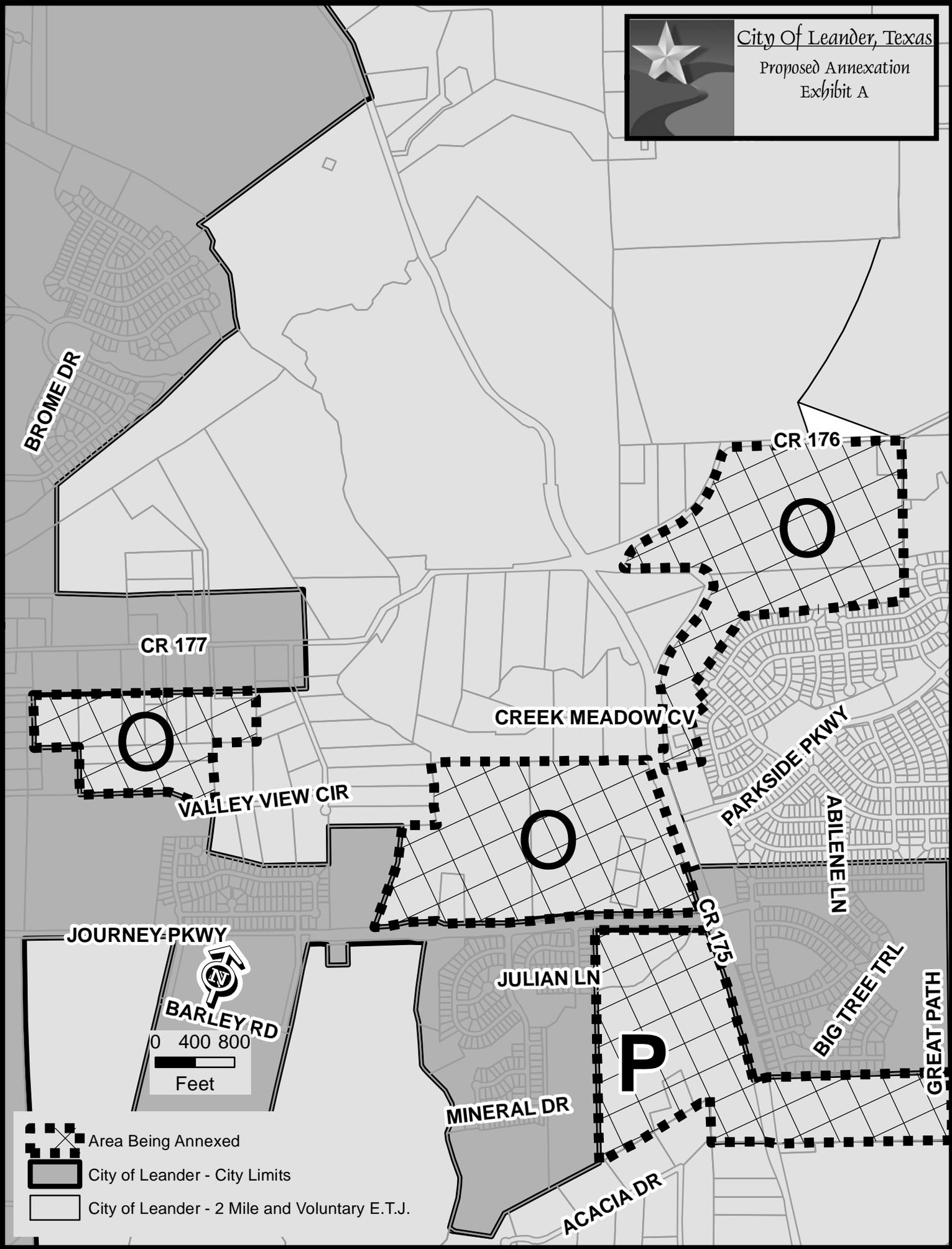
03/08/2016

### Original Description

- (15) Area O. All that certain parcel or tract of land containing 468.05 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of County Road 176, north of Journey Pkwy, either side of County Road 175, west and north of the Parkside at Mayfield Ranch subdivision, including the remainder of the Valley View subdivision, the entire Creek Meadow Estates subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.

### Revised Description

Area O – All those certain three parcels or tracts of land containing a total of 237.69 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of County Road 176, north of Journey Pkwy, either side of County Road 175, west and north of the Parkside at Mayfield Ranch subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.



-  Area Being Annexed
-  City of Leander - City Limits
-  City of Leander - 2 Mile and Voluntary E.T.J.



**Executive Summary**

**March 17, 2016**

---

**Agenda Subject:** Consideration and possible action to approve annexation development agreements under Section 43.035, Texas Local Government Code, Between the City of Leander and each of the following property owners:

- a. Terence and Gloria MacConnell
- b. James E. Roberson and Monta Jane Akin
- c. Nathan and Lisa Ronan
- d. Darrell and Bonita Word
- e. Charles D. Griffin and Naomi C. Boyar

**Background:** The City of Leander has initiated the involuntary annexation of several areas. If a property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E, Chapter 23, Tax Code, the property owner is eligible to negotiate and enter a development agreement with the City prior to the completion of the annexation proceedings. The development agreement provides for the continuation of the extraterritorial jurisdiction status of the land and authorizes the City to enforce all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber. The land will be annexed upon the end of the term of the agreement or upon the change of use of the land.

**Origination:** City of Leander

**Financial Consideration:** None

**Recommendation:** Staff recommends approval of the agreements.

**Attachments:** 1. Agreements

**Prepared By:**

Tom Yantis, AICP  
Assistant City Manager

02/22/2016

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT  
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

**WHEREAS**, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

**WHEREAS**, the City initiated the process to annex all or portions of Owner's Property;

**WHEREAS**, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

**WHEREAS**, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

**WHEREAS**, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**Section 1. Extraterritorial Jurisdiction Status of Property.** The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

**Section 2. Owner's Obligations.** In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

### **Section 3. Development and Annexation of Property.**

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
  - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
  - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
  - (4) The filing for voluntary annexation of the Property into the City by the Owner.
  - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

**Section 4. Application of City Regulations.** Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

**Section 5. Term.** The term of this Agreement (the "Term") is five (5) years from the Effective Date.

**Section 6. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

**Section 7. Authorization.**

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

**Section 8. Notice.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander  
Attn: City Manager  
200 W. Willis Street  
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Terence and Gloria MacConnell  
300 Terry Lane  
Leander, TX 78641

**Section 9. Covenant Running with the Land.** This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

**Section 10. Severability.** If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

**Section 11. Amendment and Modifications.** This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

**Section 12. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 13. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 14. Enforcement; Waiver.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 15. Effect of Future Laws.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 16. Venue and Applicable Law.** Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

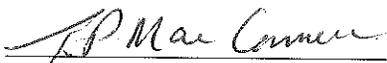
**Section 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 18. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

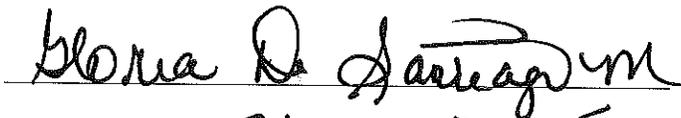
**Section 19. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2016.

**Owner (s)**

  
\_\_\_\_\_

Printed Name: Terence P MacConnell

  
\_\_\_\_\_

Printed Name: Gloria De Santiago m.

City of Leander, Texas

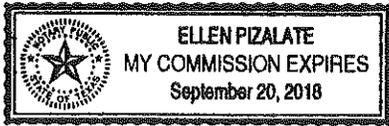
Chris Fielder, Mayor

STATE OF TEXAS §  
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Terence MacConnell, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day of March, 2016.

Ellen Pizalate  
Notary Public - State of Texas

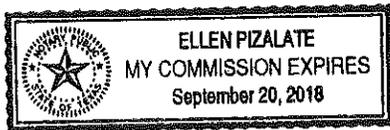


STATE OF TEXAS §  
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Gloria MacConnell, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day of March, 2016.

Ellen Pizalate  
Notary Public - State of Texas



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

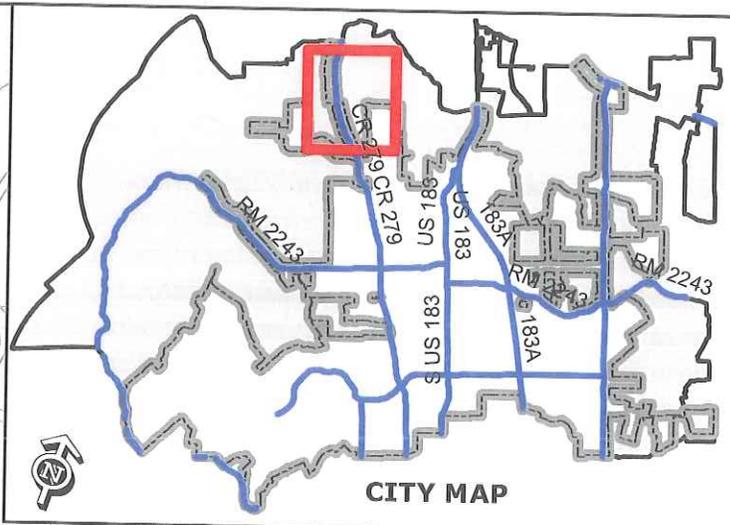
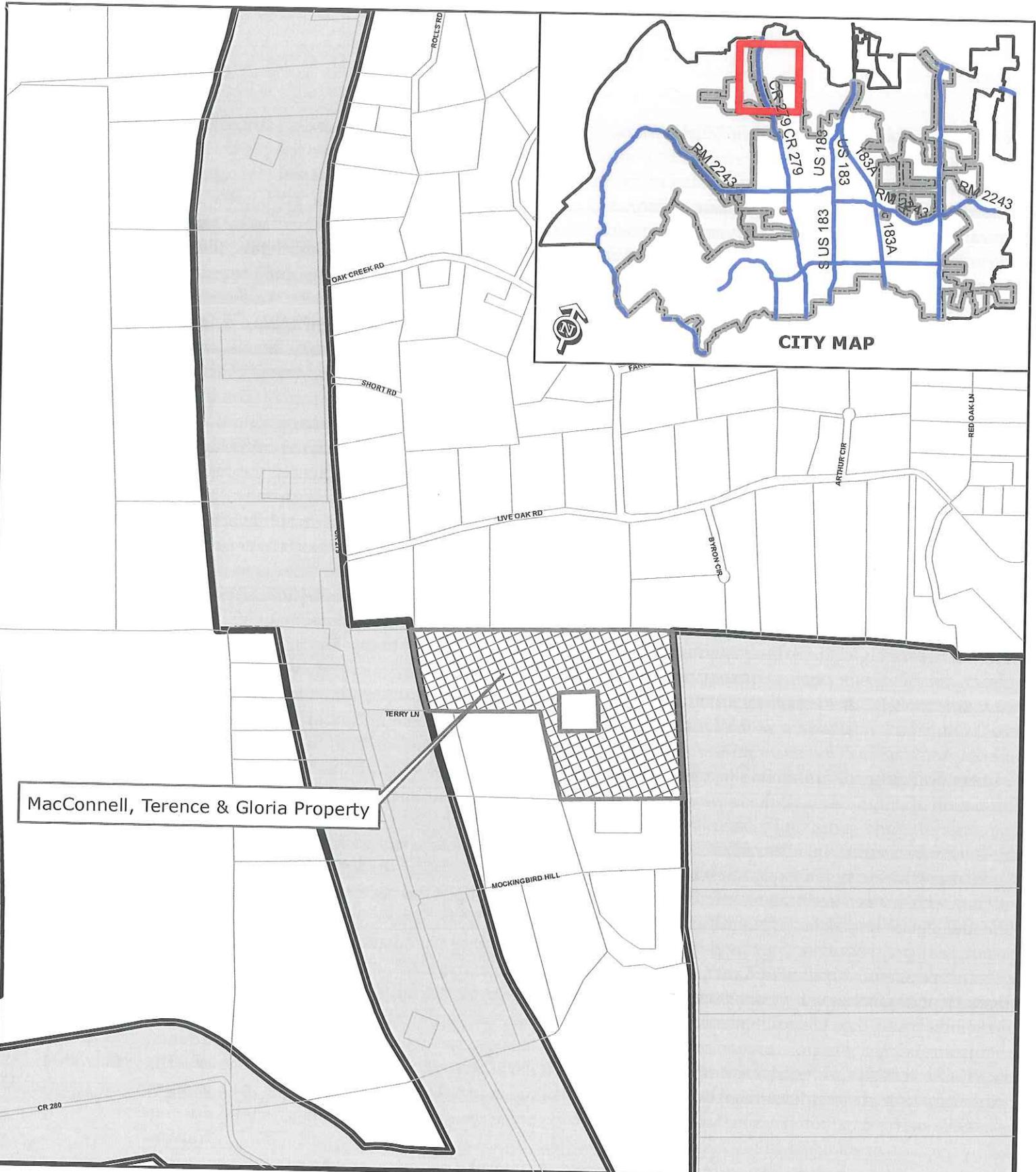
**BEFORE ME** the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public - State of Texas

**EXHIBIT "A"**  
**Description of the Property**

A parcel of land being 40.8358 acres, more or less, out of AW0134 C. Cochran Survey, Williamson County Texas, said property being more particularly described in Instrument #1990032892 filed in the Official Public Records of Williamson County, Texas..



MacConnell, Terence & Gloria Property

**EXHIBIT A**

**MacConnell, Terence & Gloria**

-  MacConnell, Terence & Gloria
-  City Limits



**PROPERTY DESCRIPTION - R031700**

40.8358 acres out of AW0134 C. Cochran Survey, Williamson County Texas, said property being more particularly described in Instrument #1990032892 filed in the Official Public Records of Williamson County, Texas.

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT  
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

**WHEREAS**, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

**WHEREAS**, the City initiated the process to annex all or portions of Owner's Property;

**WHEREAS**, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

**WHEREAS**, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

**WHEREAS**, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**Section 1. Extraterritorial Jurisdiction Status of Property.** The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

**Section 2. Owner's Obligations.** In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

### **Section 3. Development and Annexation of Property.**

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
  - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
  - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
  - (4) The filing for voluntary annexation of the Property into the City by the Owner.
  - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

**Section 4. Application of City Regulations.** Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

**Section 5. Term.** The term of this Agreement (the "Term") is five (5) years from the Effective Date.

**Section 6. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

**Section 7. Authorization.**

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

**Section 8. Notice.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander  
Attn: City Manager  
200 W. Willis Street  
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

James E. Roberson and Monta Jane Akin  
500 Heritage Grove  
Leander, TX 78641

**Section 9. Covenant Running with the Land.** This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

**Section 10. Severability.** If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

**Section 11. Amendment and Modifications.** This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

**Section 12. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 13. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 14. Enforcement; Waiver.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 15. Effect of Future Laws.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 16. Venue and Applicable Law.** Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

**Section 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 18. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

**Section 19. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2016.

**Owner (s)**

  
Printed Name: Monta Jane Akin

  
Printed Name: JAMES E. ROBERSON

City of Leander, Texas

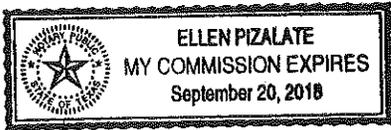
Chris Fielder, Mayor

STATE OF TEXAS §  
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Monta Jane Akin, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3<sup>rd</sup> day of March, 2016.

Ellen Pizlate  
Notary Public - State of Texas

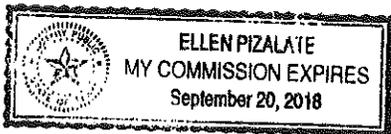


STATE OF TEXAS §  
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared James E. Roberson, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3<sup>rd</sup> day of March, 2016.

Ellen Pizlate  
Notary Public - State of Texas



STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON       §

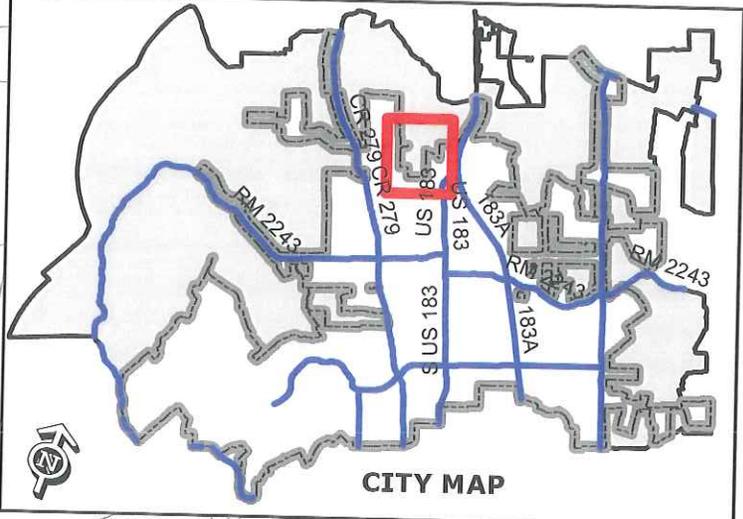
**BEFORE ME** the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public - State of Texas

**EXHIBIT "A"**  
**Description of the Property**

A parcel of land being 44 acres, more or less, out of AW0134 C. Cochran Survey, WCAD Parcel R031640, Williamson County Texas, said property being more particularly described in Instrument #1991016727 filed in the Official Public Records of Williamson County, Texas.



**CITY MAP**

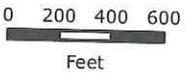


Roberson, James & Monta Jane Akin Property

**EXHIBIT A**

**Roberson, James E & Monta Jane Akin**

-  Roberson, James E & Monta Jane Akin
-  City Limits



**PROPERTY DESCRIPTION - R031640**

44 acres out of AW0134 C. Cochran Survey, Williamson County Texas, said property being more particularly described in Instrument #1991016727 filed in the Official Public Records of Williamson County, Texas.



and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

### **Section 3. Development and Annexation of Property.**

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
  - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
  - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
  - (4) The filing for voluntary annexation of the Property into the City by the Owner.
  - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

**Section 4. Application of City Regulations.** Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

**Section 5. Term.** The term of this Agreement (the "Term") is five (5) years from the Effective Date.

**Section 6. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

**Section 7. Authorization.**

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

**Section 8. Notice.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander  
Attn: City Manager  
200 W. Willis Street  
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Nathan S. and Lisa A. Ronan  
P.O. Box 1751  
Leander, TX 78646

**Section 9. Covenant Running with the Land.** This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

**Section 10. Severability.** If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

**Section 11. Amendment and Modifications.** This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

**Section 12. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 13. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 14. Enforcement; Waiver.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 15. Effect of Future Laws.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 16. Venue and Applicable Law.** Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

**Section 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

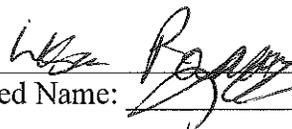
**Section 18. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

**Section 19. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2016.

**Owner (s)**

  
Printed Name: Nathan Ramea

  
Printed Name: Lisa Ramea

**City of Leander, Texas**

City of Leander, Texas

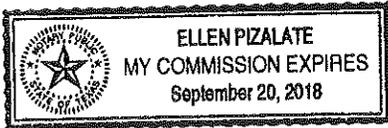
Chris Fielder, Mayor

STATE OF TEXAS §  
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Nathan S. Ronan, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of February, 2016.

Ellen Pizalato  
Notary Public - State of Texas

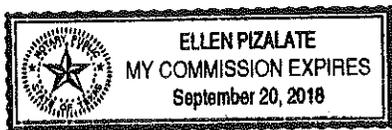


STATE OF TEXAS §  
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Lisa A Ronan, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25<sup>th</sup> day of February, 2016.

Ellen Pizalato  
Notary Public - State of Texas



STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON       §

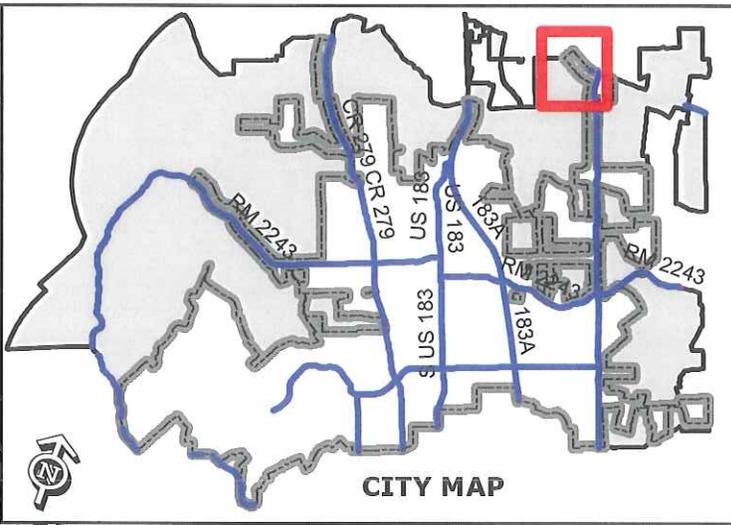
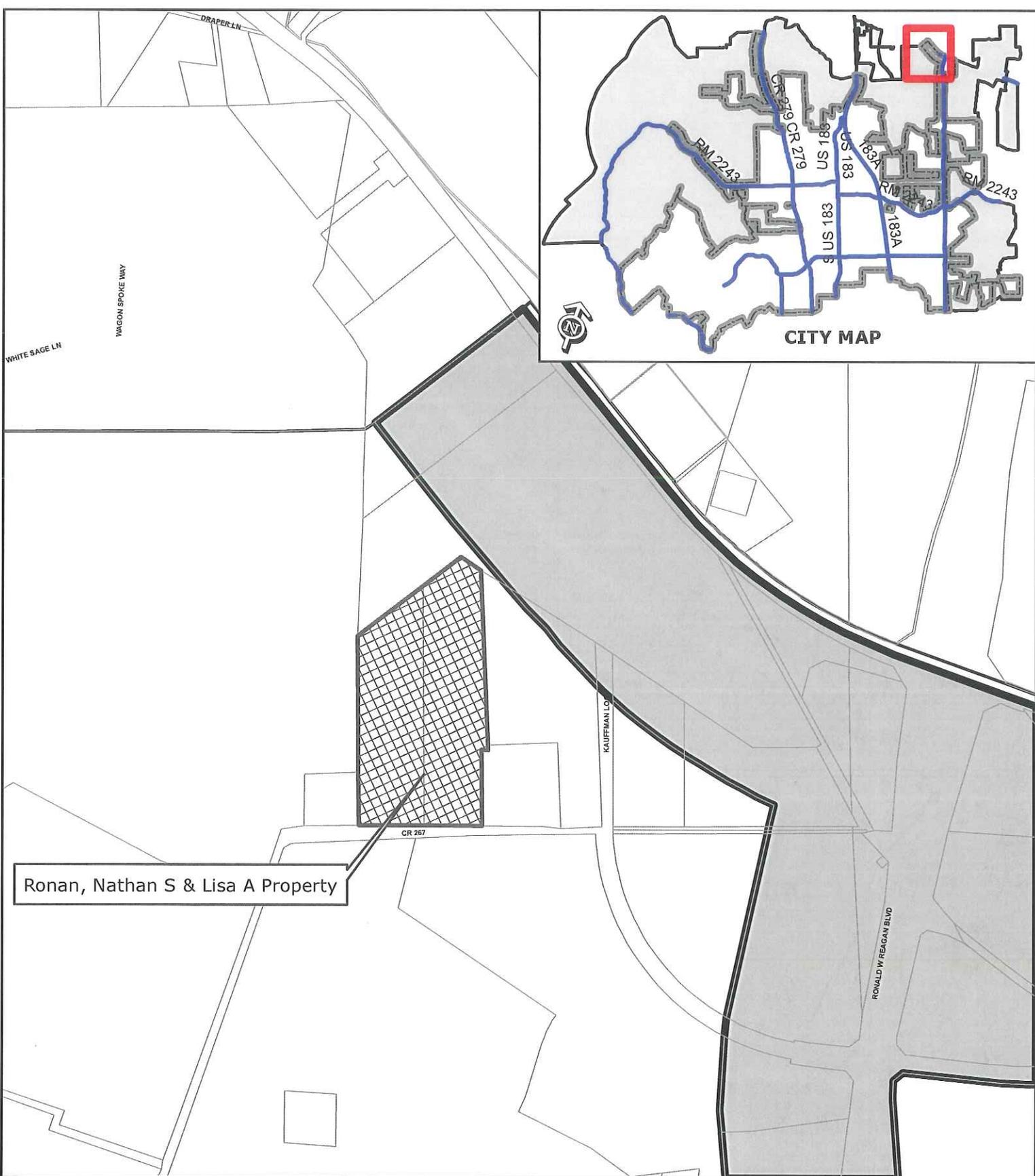
**BEFORE ME** the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public - State of Texas

**EXHIBIT "A"**  
**Description of the Property**

Multiple parcels of land 20 acres out of AW0456 W. H. Monroe Survey, WCAD Parcels R403509 and R403510, Williamson County Texas, said property being more particularly described in Instrument #2000033446 filed in the Official Public Records of Williamson County, Texas.

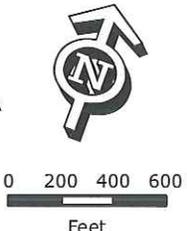


Ronan, Nathan S & Lisa A Property

**EXHIBIT A**

**Ronan, Nathan S & Lisa A**

-  Ronan, Nathan S & Lisa A
-  City Limits



**PROPERTY DESCRIPTION - R403509 & R403510**

20 acres out of AW0456 W. H. Monroe Survey, Williamson County Texas, said property being more particularly described in Instrument #2000033446 filed in the Official Public Records of Williamson County, Texas.

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT  
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the “City”) and the undersigned property owner(s) (the “Owner”) (the “Agreement”). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

**WHEREAS**, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit “A” (the “Property”) that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

**WHEREAS**, the City initiated the process to annex all or portions of Owner’s Property;

**WHEREAS**, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

**WHEREAS**, Section 43.035 provides that the restriction or limitation on the City’s annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

**WHEREAS**, the Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**Section 1. Extraterritorial Jurisdiction Status of Property.** The City agrees that the Property shall remain in the City’s extraterritorial jurisdiction (the “ETJ”) and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

**Section 2. Owner’s Obligations.** In consideration of the City’s agreement not to annex the Property and as a condition of the Property remaining in the City’s ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

### **Section 3. Development and Annexation of Property.**

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
  - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
  - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
  - (4) The filing for voluntary annexation of the Property into the City by the Owner.
  - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

**Section 4. Application of City Regulations.** Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

**Section 5. Term.** The term of this Agreement (the "Term") is five (5) years from the Effective Date.

**Section 6. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

**Section 7. Authorization.**

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

**Section 8. Notice.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander  
Attn: City Manager  
200 W. Willis Street  
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Darrell and Bonita Word  
P.O. Box 143  
Leander, TX 78646

**Section 9. Covenant Running with the Land.** This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

**Section 10. Severability.** If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

**Section 11. Amendment and Modifications.** This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

**Section 12. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 13. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 14. Enforcement; Waiver.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 15. Effect of Future Laws.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 16. Venue and Applicable Law.** Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

**Section 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 18. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

**Section 19. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2016.

**Owner (s)**

*Darrell R. Ward*  
Printed Name: Darrell R. Ward

*Benita Ward*  
Printed Name: Benita Ward

City of Leander, Texas

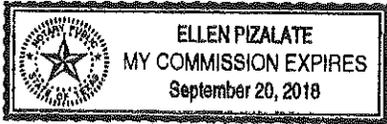
Chris Fielder, Mayor

STATE OF TEXAS §  
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Darrell R. Ward, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1<sup>st</sup> day of March, 2016.

Ellen Pizalate  
Notary Public - State of Texas

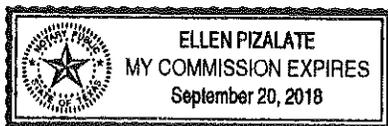


STATE OF TEXAS §  
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Bonita word, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1<sup>st</sup> day of March, 2016.

Ellen Pizalate  
Notary Public - State of Texas



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

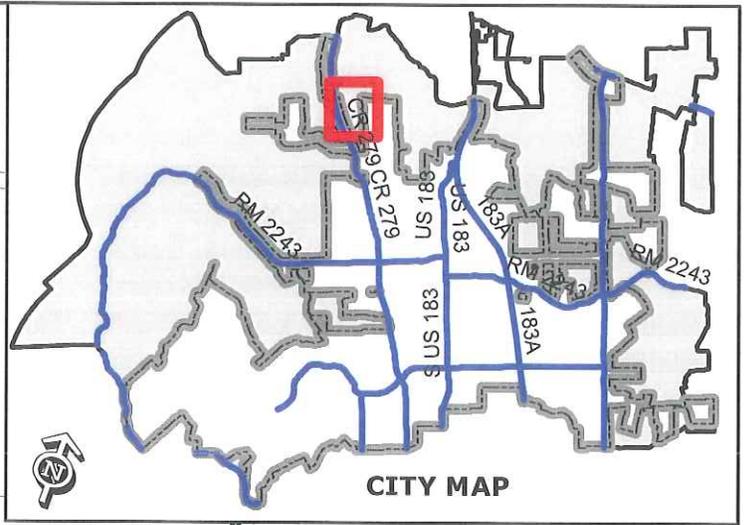
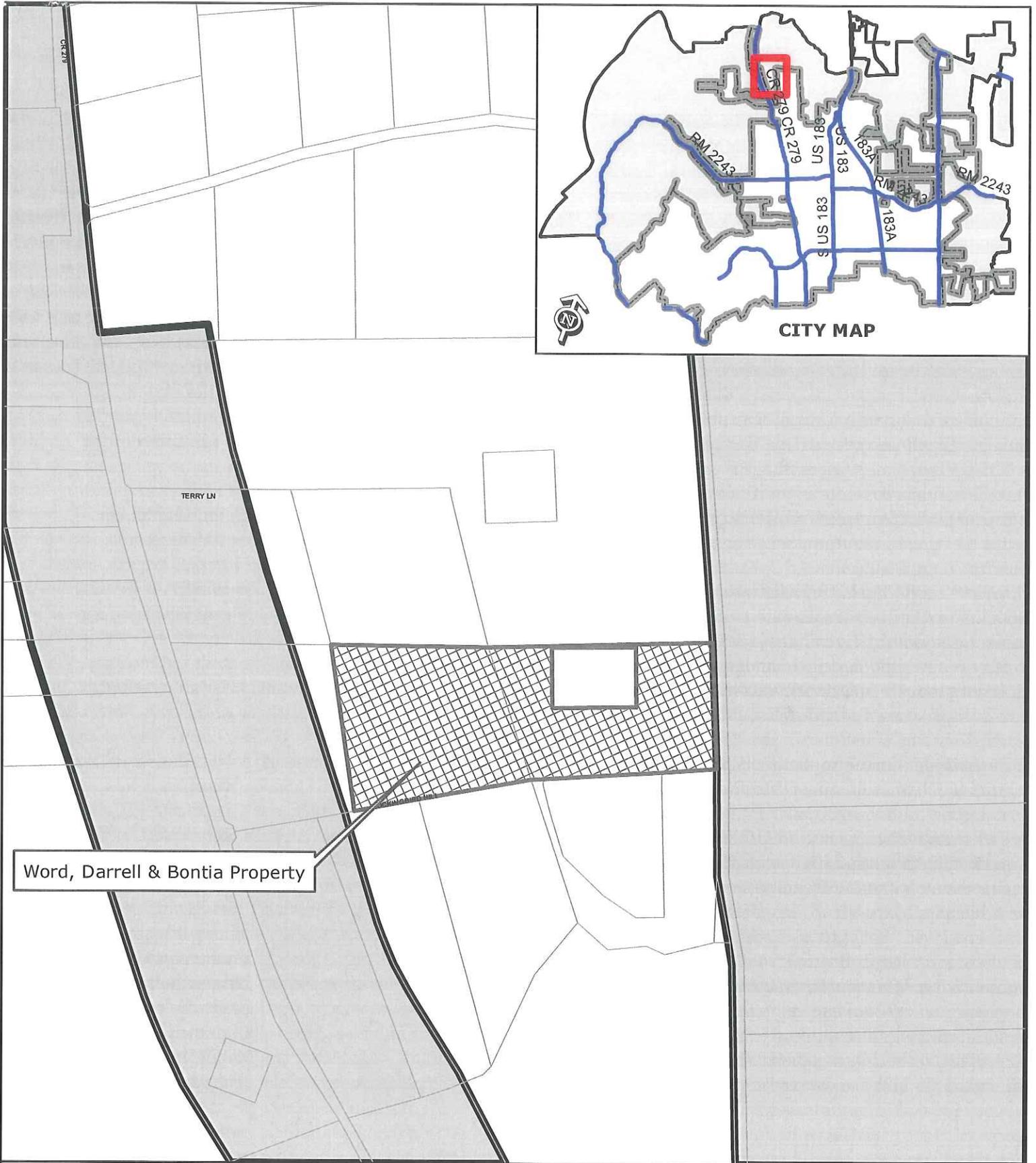
**BEFORE ME** the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public - State of Texas

**EXHIBIT "A"**  
**Description of the Property**

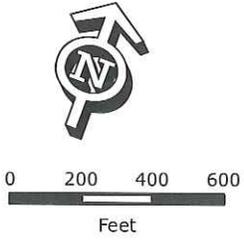
Multiple parcels of land being 18.65 acres, more or less, out of AW0134 C. Cochran Survey, WCAD Parcels R031708 and R031709, Williamson County Texas, said property being more particularly described in Instrument #1985038535 filed in the Official Public Records of Williamson County, Texas..



**EXHIBIT A**

**Word, Darrell & Bonita**

-  Word, Darrell & Bonita
-  City Limits



**PROPERTY DESCRIPTION - R031708 & R031709**

18.65 acres out of AW0134 C. Cochran Survey, Williamson County Texas, said property being more particularly described in Instrument #1985038535 filed in the Official Public Records of Williamson County, Texas.



**Executive Summary**

**March 17, 2016**

**Agenda Subject:** Authorize the filing of applications for an amendment to the City's Water Certificate of Convenience and Necessity (CCN) No. 10302 and Sewer CCN No. 20626 to add areas within the city limits and ETJ north of the South San Gabriel River and to exclude the Garey Ranch, and authorize the City Manager to sign the applications

**Background:** In late 2013, early 2014, the City of Georgetown (Georgetown) and Chisholm Trail Special Utility District (CTSUD) applied for the transfer of CTSUD's water CCN to Georgetown. Leander's city limits and ETJ north of the South San Gabriel River and east of Highway 183 were, at that time, located within CTSUD's CCN. Leander protested the application. On August 8, 2014, Leander, Georgetown, and CTSUD entered into a settlement agreement providing for the process and conditions under which the Leander Area would eventually be released to Leander's water service area. Per the settlement agreement, Leander is to submit to the Public Utilities Commission (PUC) an application requesting the Leander Area to be included in Leander's water CCN and the Garey Ranch tract to be removed from Leander's water CCN within 90 days of the application to transfer CTSUD's CCN to Georgetown being approved. The application was approved on January 13, 2016, and the City is seeking authorization to submit applications to the PUC pursuant to the settlement agreement.

At the same time, the City may submit an application for a sewer CCN for the area to be served by the Liberty Hill Wholesale Wastewater Agreement, which includes the land within the Leander Area excluding MUD 12.

**Origination:** Tom Yantis, AICP, Assistant City Manager

**Financial Consideration:** GL# 20-04-7710 (\$25,000.00 budgeted, final cost TBD)

**Recommendation:** Staff recommends the approval of the authorization to submit CCN applications for the areas shown on the enclosed maps and authorization for the City Manager to execute the applications.

**Attachments:** Two maps of the area proposed to be included in Leander's Water CCN, excluding MUD 12.

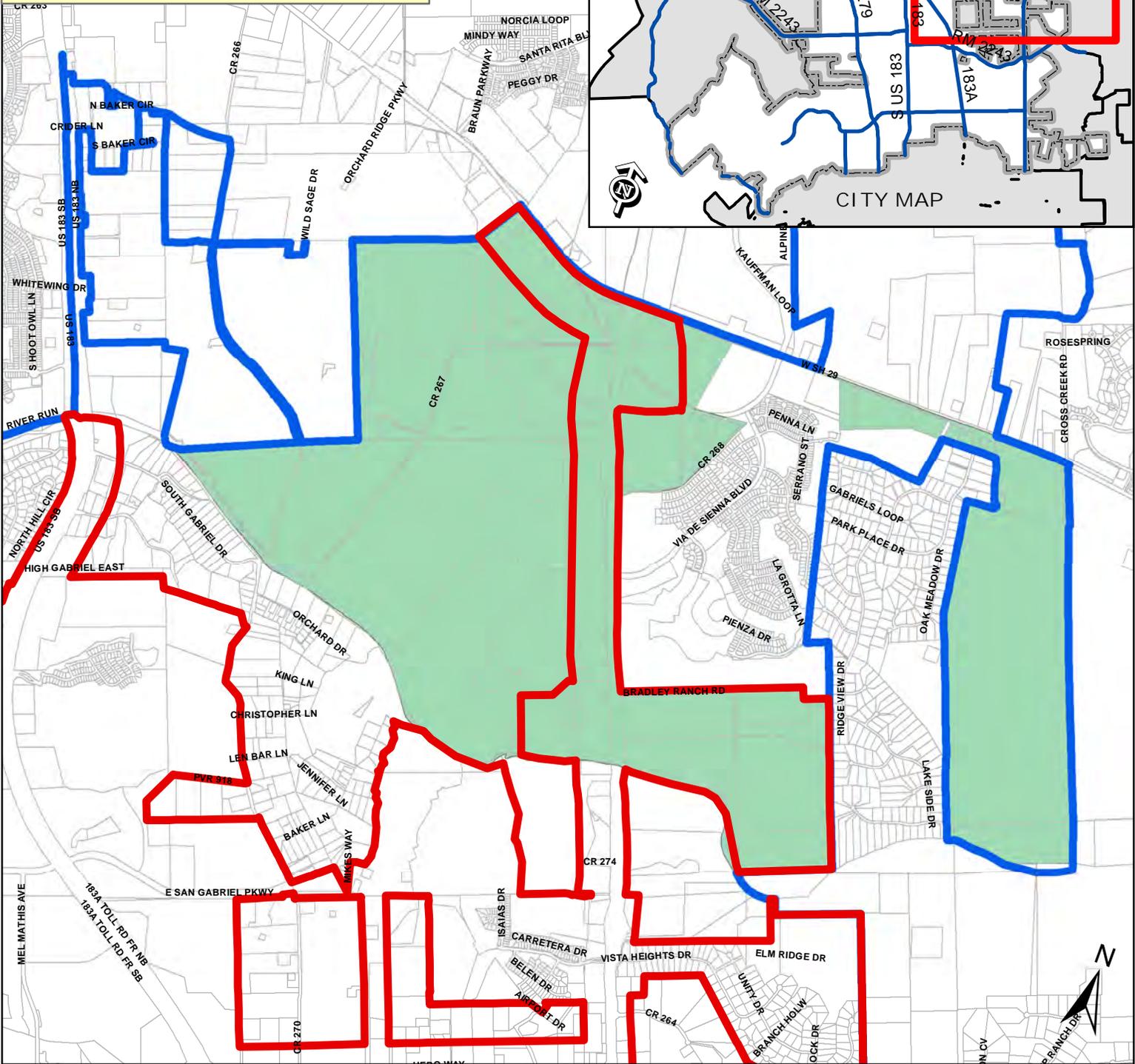
Two maps of the area within MUD 12, which is proposed to be included in Leander's Water CCN.

Two maps of the area proposed to be included in Leander's sewer CCN.

Two maps of the Garey Ranch tract, proposed to be excluded from Leander's CCN.

**Prepared by:** Paige Saenz, City Attorney

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.

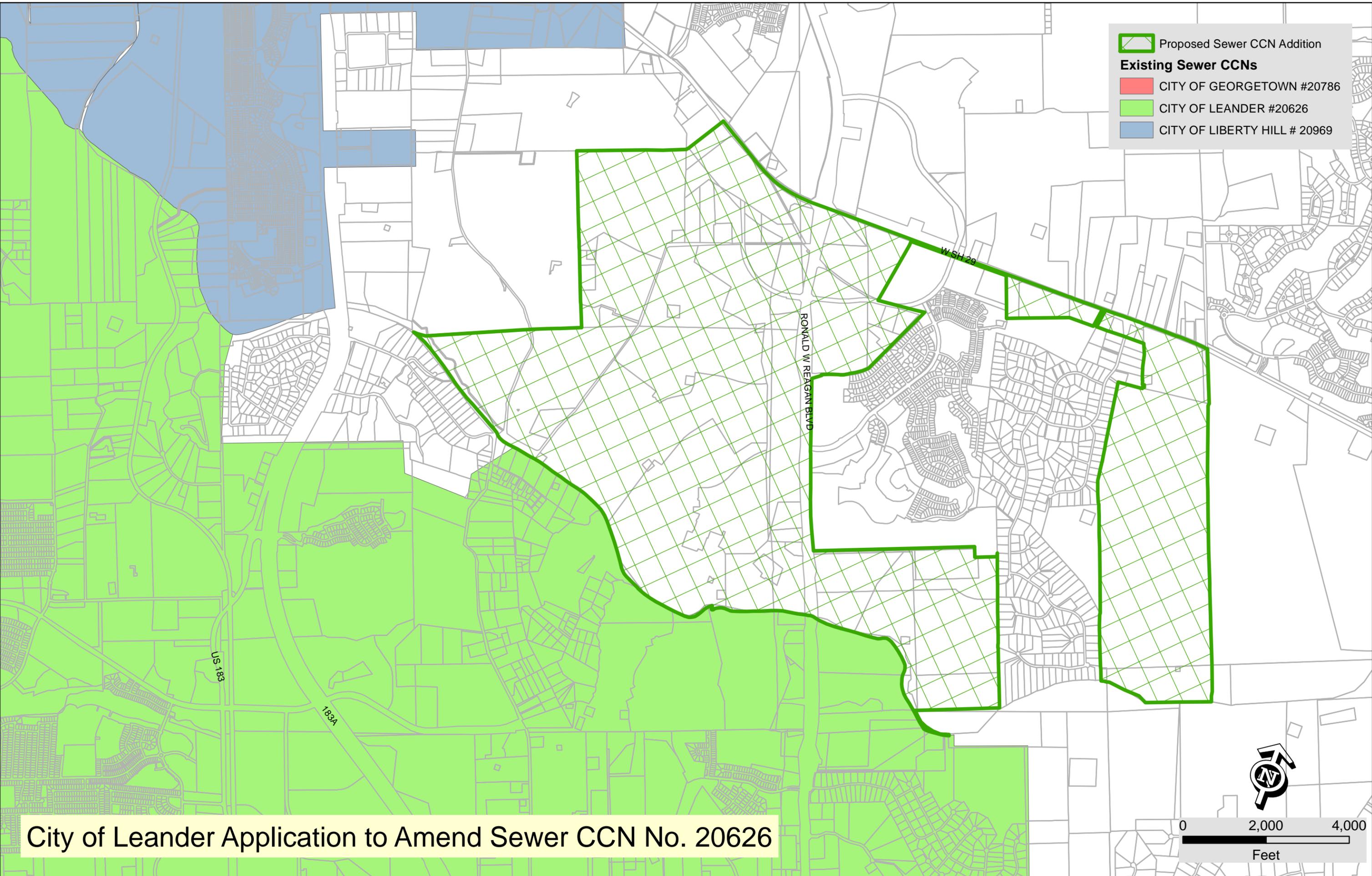


## PROPOSED SEWER CCN ADDITION

Location Map

- Proposed Sewer CCN Addition
- Leander City Limits
- Leander ETJ





Proposed Sewer CCN Addition

**Existing Sewer CCNs**

- CITY OF GEORGETOWN #20786
- CITY OF LEANDER #20626
- CITY OF LIBERTY HILL # 20969

City of Leander Application to Amend Sewer CCN No. 20626

0 2,000 4,000  
Feet



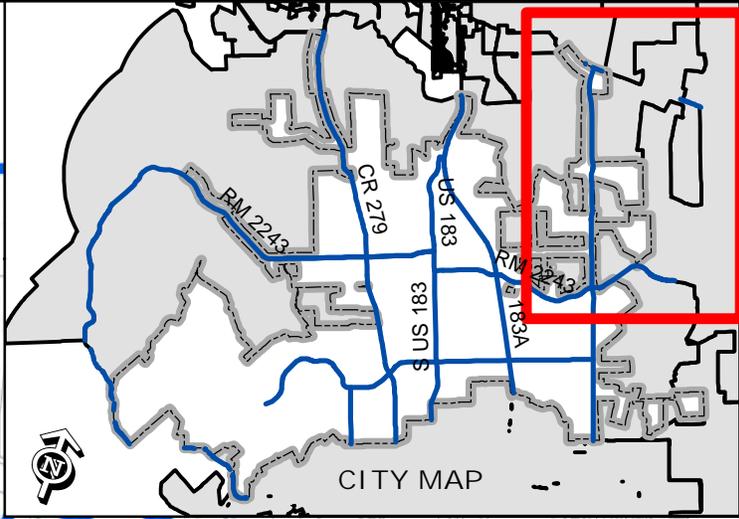
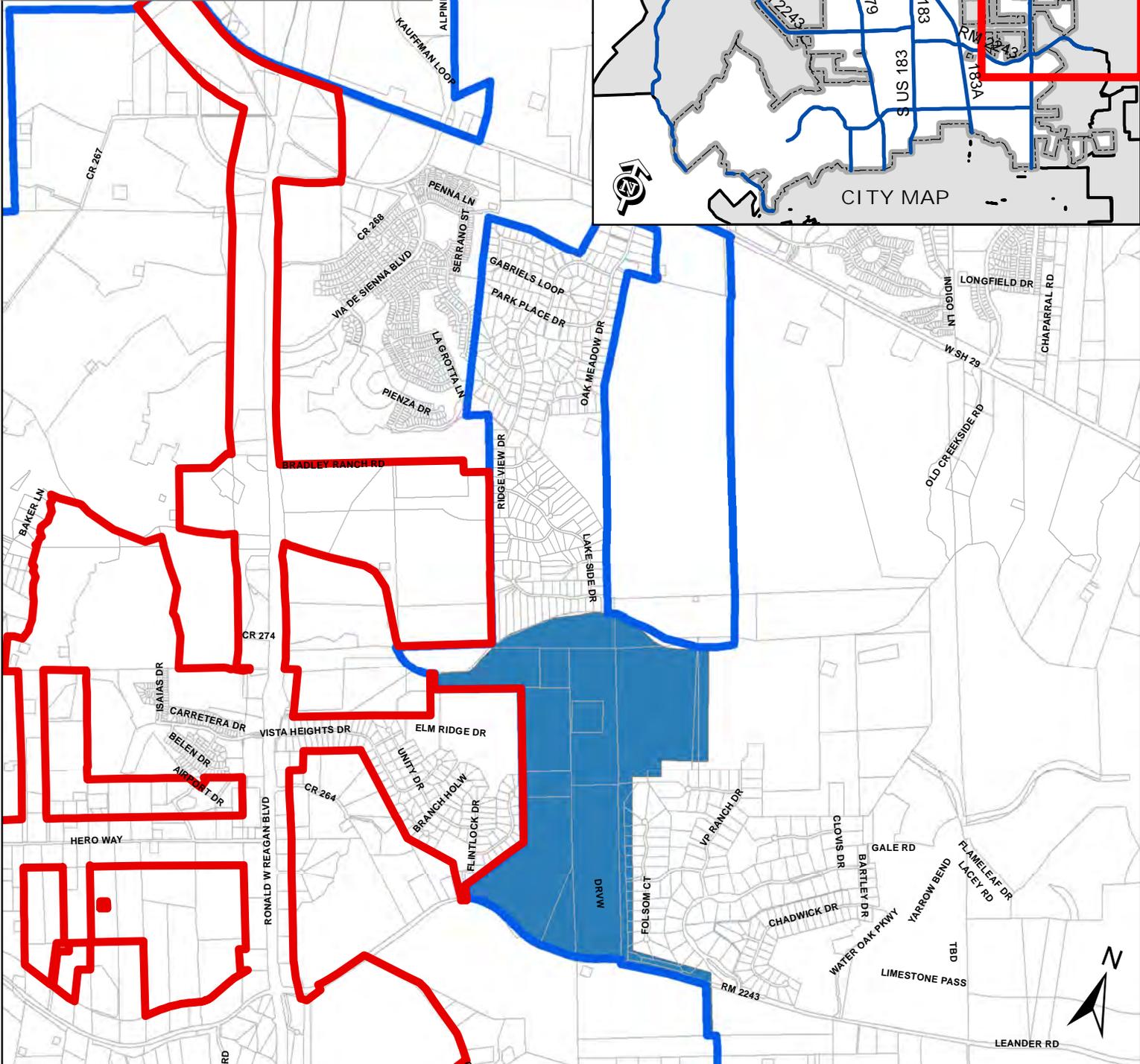
 Proposed Water CCN Addition  
**Existing Water CCNs**  
 Chisholm Trail SUD #11590  
 City of Georgetown #12369  
 City of Leander #10302  
 Water CCN - Facilities - High Gabriel WSC #10932

Area Previously Removed  
From Chisholm Trail SUD  
(Typical x 5)

City of Leander Application to Amend Water CCN No. 10302

  
 0 2,000 4,000  
 Feet

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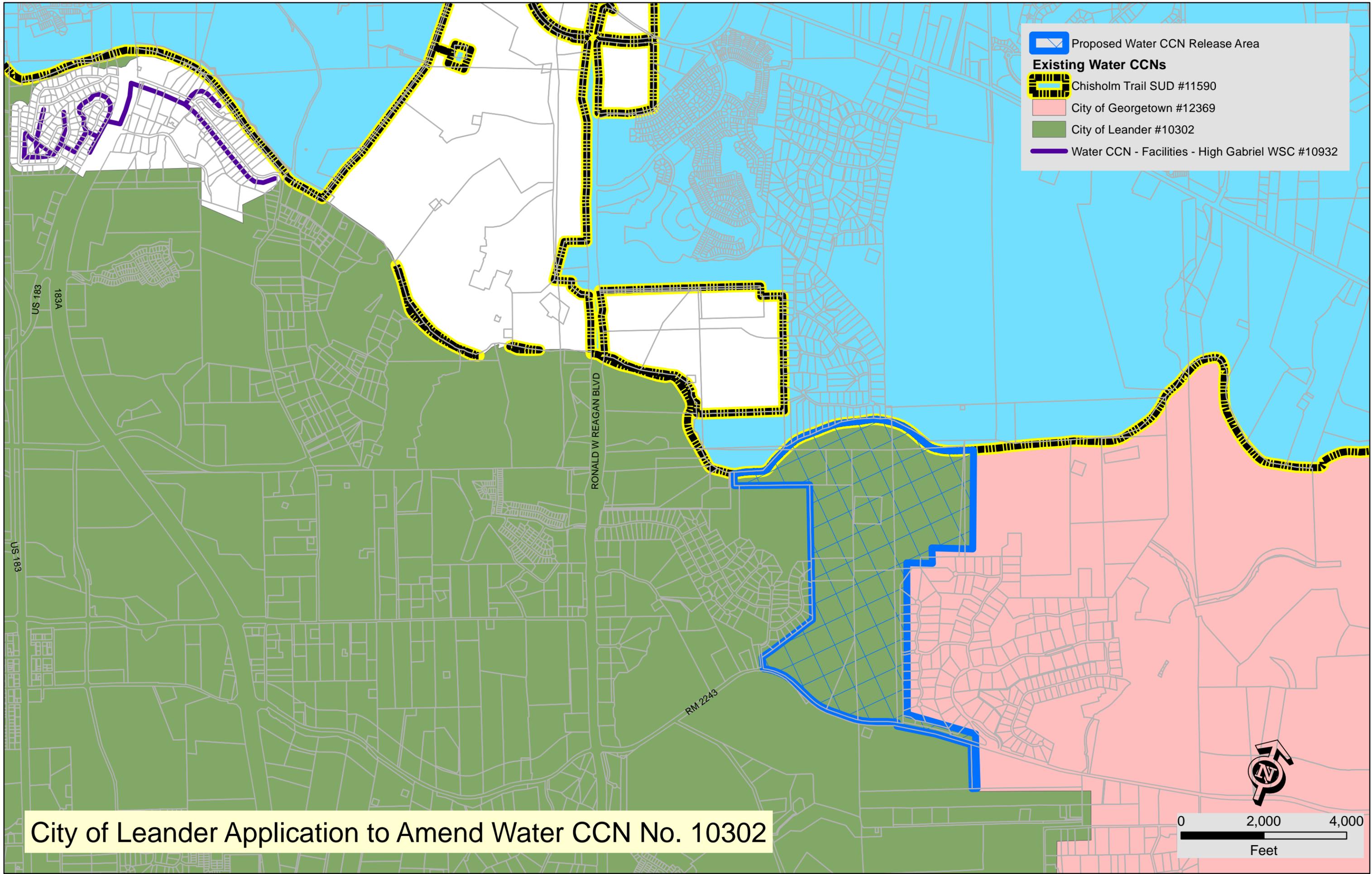


PROPOSED WATER CCN RELEASE AREA

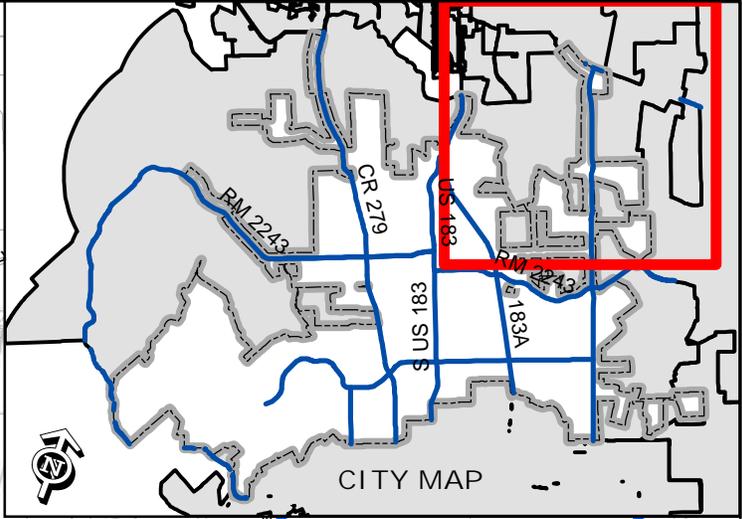
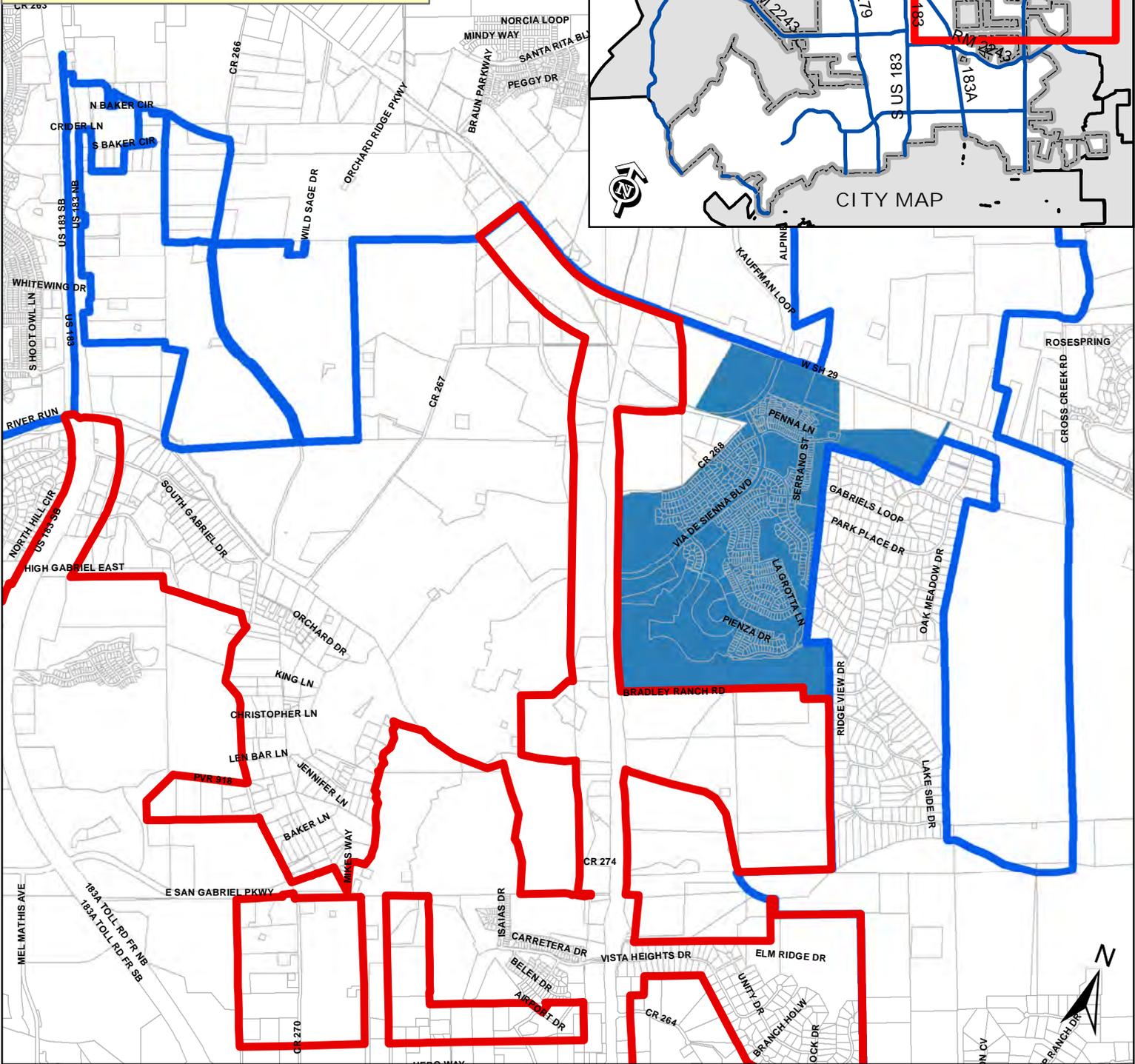
Location Map

- Proposed Water CCN Release Area
- Leander City Limits
- Leander ETJ





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PROPOSED WATER CCN ADDITION

Location Map

- Williamson County MUD 12 - Rancho Sienna
- Leander City Limits
- Leander ETJ



 Proposed Water CCN Addition  
**Existing Water CCNs**  
 Chisholm Trail SUD #11590  
 City of Georgetown #12369  
 City of Leander #10302  
 Water CCN - Facilities - High Gabriel WSC #10932

Area Previously Removed  
From Chisholm Trail SUD  
(Typical x 5)

City of Leander Application to Amend Water CCN No. 10302

  
 0 2,000 4,000  
 Feet



**Executive Summary**

**03/17/2016**

**Council Agenda Subject** Approve agreement with Williamson County Emergency Service District # 9 for Fire Service Agreements.

**Background:**

Leander Fire Department has been providing services outside the City of Leander for numerous years, as the city has grown the service demands on the department have grown. These demands have made it no longer possible for the City of Leander citizens to provide services for free to the areas outside the city.

The Fire Department began working with Williamson County Emergency Services District # 9 over a year ago to help resolve the areas of Parkside at Mayfield Ranch and Stone Hurst subdivisions so these areas could be annexed in the ESD to guarantee the ability to provide service or start the ability to provide some compensation to the City of Leander for the services it has been providing.

The citizens in the area were successfully annexed into the ESD and the ESD Board of Commissioners has requested we continue to provide services to the above mentioned subdivision. We have negotiated a contract for compensation and responsibilities for each party and present this agreement to the council tonight.

The City Attorney has reviewed and agrees to the contract as well as myself. The ESD Board voted and approved the agreement in their February meeting.

**Origination:** Bill Gardner, Fire Chief/EMC

**Financial Consideration:**

The contract would call for the City to request funds from the ESD quarterly for the estimated amount of tax for the agreed coverage area. The area would be evaluated annually after tax assessments are complete and in differences would be corrected based on the actual tax assessed by Williamson County Tax Assessors Office.

The department agrees to continue to provide current services to the areas and meet monthly with the ED Board and provide reports for the specific area in the contract to provide a summary of events and response performance indicators.

**Recommendation:** Staff recommends the acceptance of the contract.

**Attachments:** Copy of contract, copy of subdivision coverage area

**Prepared by:** Bill Gardner, Fire Chief/EMC



THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§  
§

KNOW ALL BY THESE PRESENTS:

**INTERLOCAL AGREEMENT FOR  
FIRE PROTECTION AND EMERGENCY SERVICES  
BETWEEN THE CITY OF LEANDER, TEXAS AND  
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9**

This Interlocal Agreement (the "Agreement") is made and entered into by and between the CITY OF LEANDER, TEXAS (the "City"), a home-rule municipal corporation of the State of Texas, and WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9 (the "District"), a political subdivision of the State of Texas. The City and the District are herein referred to as "the Parties."

**WHEREAS**, Texas Health and Safety Code, Chapter 775, Section 775.031(a)(9), Section 775.033, and other applicable law, authorizes the District to enter into contracts with municipalities or other entities for making emergency services available to the District; and

**WHEREAS**, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), and 791.003(4)(A) allow local governments, including special districts, to contract with one another to perform governmental functions and services, including fire protection; and

**WHEREAS**, the Board of Emergency Services Commissioners of the District desires to contract with the City to provide certain fire protection and emergency services to the residences and businesses located within the confines of the Williamson County Emergency Services District No. 9; and

**WHEREAS**, entry into this Agreement would be mutually beneficial and not detrimental to the City; and

**WHEREAS**, entry into this Agreement would be mutually beneficial and not detrimental to the District:

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**I.  
PURPOSE**

The purpose of this Agreement is to provide for certain fire protection, emergency medical first responder services, and other enumerated related services to the residences and businesses located within the District not served by other contracted service providers of the District. Exhibit "A," attached hereto and incorporated herein by reference for all purposes, shall describe and establish the Designated Area with Williamson County Emergency Services

District No. 9 for which the City, by virtue of this Agreement, has primary responsibility for the provision of services as defined herein and in attachments hereto.

## **II. DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

EMS Services: Emergency medical first responder services pursuant to the Williamson County Emergency Medical Services First Responder program.

Fire Services: Fire suppression, prevention of fire spread, hazardous materials control, rescue, and other emergency services to the public as necessary and as dispatched.

## **III. TERM**

The term of this Agreement shall be from October 1, 2015 through September 30, 2016 (“Initial Term”), unless otherwise terminated hereunder, or if a new agreement is entered into by the parties hereto, this Agreement shall automatically renew after the Initial Term for successive one (1) year terms. It is understood and expressly agreed that the Parties cannot commit funds for any future fiscal year after the Initial Term, and that this Agreement does not commit the Parties to commit funds for future fiscal terms.

## **IV. OBLIGATIONS OF THE CITY**

The City shall provide the Fire Services and EMS Services (“emergency services”) set forth herein to the District on a 24-hour per day, 7-day per week basis, such services being provided at the level of response and in the same manner it does to the City, except to the extent modified in writing by the parties. In addition, City shall enter into automatic aid and other agreements between all entities contracting with the District on terms acceptable to the City to provide emergency services to ensure appropriate response for all incidents to which the City is dispatched hereunder.

## **V. OBLIGATIONS OF THE DISTRICT**

The District shall pay the City, in return for and in consideration of the services and agreements contained herein, the following:

For the provision of emergency services to the areas of the District set forth in Exhibit A, including, but not limited to, the Stonehurst Subdivision, the Parkside and Mayfield Ranch Subdivisions, and the Williamson County Park (“Designated Area”) and excluding the areas of the District served by other contracted services providers of the District including the City of

Round Rock and Sam Bass Volunteer Fire Department, Inc. ("Excluded Areas"), compensation paid by the District for the services provided by the City shall be calculated as follows:

For that portion of the District except the Excluded Areas: \$0.09 per \$100.00 of taxable value times 100% of the Certified Taxable Value by Williamson Central Appraisal District; plus \$0.09 per \$100.00 of taxable value times 80% of the Taxable Value Under Review by Williamson Central Appraisal District.

Payments for each calendar quarter (a three-month period of service) shall be summed and paid in advance by the District to the City. From the date a quarterly payment becomes due, the District shall have thirty (30) days in which to pay same, subject to applicable law.

**True-Up Provision:**

It is expressly understood and agreed by the Parties that the Total Taxable Value (the certified taxable value plus adjustments to the tax roll) will fluctuate during the fiscal year as taxable values are adjusted by the Williamson Central Appraisal District. Accordingly, the Parties agree that, within sixty (60) days following the close of each fiscal year, payments by the District to the City made during that year will be adjusted to reflect adjustments to the Total Taxable Value by the Williamson Central Appraisal District during the year so that the City is paid at least:

\$0.09 per \$100.00 taxable value on the Total Taxable Value of the District minus the Total Taxable Value of Excluded Areas (prorated for the applicable service period).

In making the end-of-year adjustments, the District shall provide the City with official documentation from the Williamson Central Appraisal District to support the adjustment.

**Pass-Through of Designated Funds:**

The Parties expressly acknowledge and agree that collection rates and total taxable values can and do vary from time to time. Funds collected by the District above the compensation rates delineated in this Agreement, such funds being designated by the District for emergency services, shall be passed through to the City in the manner established in this Agreement. Such funds shall be allocated to the service providers on a pro-rated basis within sixty (60) days of each of the end of the District's fiscal years. The audited financial statements and budget of the District shall be made available, upon request, to the service providers in order to support the year-end funds distribution.

All payments due and owing at any time by the District to the City shall be timely made to the following address: Attention: Finance Director, City of Leander, 200 West Willis, Leander, Texas 78641.

The District, in making all payments pursuant to this Agreement for governmental functions and services, shall make such payments from current revenues of the District. All payments made hereunder shall be for maintenance and operations only, and pursuant to Section

775.073, the District shall obtain no ownership interest in the City's real or personal property, unless agreed to in writing by the parties.

## **VI. EQUIPMENT AND PERSONNEL**

The City shall be responsible for provision of all necessary equipment, including firefighting equipment, and personnel necessary to accomplish the services required hereunder, unless otherwise agreed to in writing by the parties hereto.

The City shall remain responsible for registration, licensing, inspection, repair, maintenance, and operation of such equipment, and for any damages, injuries, or deaths resulting from the use of such equipment, including motor vehicles. Further, the City shall remain responsible for the payment of all salaries, benefits, insurance or other funds necessary for the personnel who provide services hereunder, as well as the certification, licensing, or other actions required by any governmental or regulatory authority, specifically including but not limited to the Texas Commission on Fire Protection and/or the Texas Department of State Health Services, for the services provided hereunder.

The Parties expressly acknowledge and agree that the District shall not accrue or acquire any equity or ownership interest in any such equipment or personnel, and the City shall not accrue or acquire any equity or ownership interest in the District's property.

The Parties expressly acknowledge and agree that nothing in this Agreement shall be construed so as to make the other Party a partner, joint venturer, joint investor, or insurer of the other Party or its operations hereunder.

## **VII. REPORTS**

The City shall use reasonable efforts to maintain accurate run reports of each incident to which it responds in its Designated Area hereunder. Such reports, or a summary thereof, shall be provided to the District within twenty (20) days of request and at each Regular Meeting of the District's Board of Emergency Services Commissioners.

The City shall provide a monthly report to the District detailing numbers and types of responses to which the City responded in the Designated Area during the previous month and any other pertinent information related to the City's performance under this Agreement.

Anticipating possible subsequent yearly service by the City to the District, the Parties agree to meet during the term hereof to discuss growth projections for the Designated Area.

## **VIII. LIABILITY**

The Parties expressly acknowledge and agree that the District has no power to control or supervise the manner and means chosen by the City to carry out the services specified in this Agreement, and that the District shall have no liability for any intentional or negligent acts or omissions of the City or its Fire Department. To the extent authorized by law, the City further agrees to indemnify the District for any loss or expense (including but not limited to attorney's fees) incurred as a result of any claim against the District by any person or entity, should such claim be based upon any intentional or negligent act or omission by the City which is not related to the provision of the services specified in this Agreement. Specifically citing Texas Government Code Section 791.006(a-1), to the extent authorized by law, the City shall fully indemnify and hold the District, as well as its commissioners, officials, agents, volunteers, and employees, harmless from any and all civil liability or other claims of any type or nature whatsoever, specifically including but not limited to negligence, gross negligence, or intentional acts or omissions, and all attorney's fees and related costs, made on account of any loss or damages through personal injuries, deaths, property, or other damages, arising directly or indirectly out of the negligence, gross negligence, or the intentional acts or omissions of the City or its officials, agents, employees, or representatives, in performing the services required under this Agreement. The City is solely responsible for the acts or omissions of its officials, agents, employees, or representatives in performing the services required under this agreement, and the assignment of liability is intended to be different than liability otherwise assigned under Section 791.006(a), Texas Government Code.

The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

## **IX. TERMINATION; DEFAULT**

**Termination.** Either Party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to the other Party. Upon termination, each party shall immediately return to the other party any real or personal property that party may have of the other party. Termination under this section shall not relieve the District of its obligation to pay for services which occurred prior to termination, on a pro-rated basis to the date of termination.

**Default by the Parties.** In the event of default by either of the Parties, the non-defaulting Party has the right to terminate this Agreement, in whole or in part, for cause, if the non-defaulting Party provides the defaulting Party with written notice of such default and the defaulting Party fails to cure such default to the satisfaction of the non-defaulting Party within sixty (60) business days of receipt of such notice (or a greater time if permitted by the non-defaulting Party). The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the Parties to each other hereunder. Termination under this section shall not relieve the District of its obligation to pay for services which occurred prior to termination, on a pro-rated basis to the date of termination. The allegation of default shall not relieve either Party from its respective obligations hereunder until such time as this Agreement

has been actually terminated as set forth herein, and such obligations shall survive the termination of this Agreement.

## **X. NOTICE**

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express Corporation, Emery, or Lone Star Overnight, addressed to such Party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this section, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

### **City of Leander**

Attention: City Manager  
200 West Willis  
Leander, Texas 78641

and to:

Paige H. Saenz  
Knight & Partners  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

and to:

Attention: Fire Chief  
101 East Sonny Drive  
Leander, Texas 78641

### **Williamson County Emergency Services District No. 9**

Attention: President  
Williamson County Emergency Services District No. 9  
P. O. Box 275  
Leander, Texas 78680

and to:

Attention: Secretary  
Williamson County Emergency Services District No. 9  
P. O. Box 275  
Leander, Texas 78680

and to:

Ken Campbell  
Burns Anderson Jury & Brenner, L.L.P.  
Post Office Box 26300  
Austin, Texas 78755-6300

## **XI. DISPUTE RESOLUTION**

If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute by referring same to the City Manager of Leander and to the President of Williamson County Emergency Services District No. 9. The Parties hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## **XII. MISCELLANEOUS PROVISIONS**

No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.

Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

No Waiver of Defenses. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained within.

Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement.

Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

Open Meetings Act. The Parties hereby represent and affirm that this Agreement was

adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

**APPROVED** by the City Council, City of Leander, Texas, in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and executed by its authorized representative.

**CITY OF LEANDER, TEXAS**

By: \_\_\_\_\_  
Christopher Fielder, Mayor

Date Signed: \_\_\_\_\_

ATTEST:

FOR CITY, APPROVED AS TO FORM:

\_\_\_\_\_  
Debbie Haile, City Secretary

\_\_\_\_\_  
Paige H. Saenz, City Attorney

**APPROVED** by the Williamson County Emergency Services District No. 9 in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and executed by its authorized representative.

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9**

By: \_\_\_\_\_  
Michael Garcia, President

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Karen Dittman, Secretary

FOR ESD NO. 9, APPROVED AS TO FORM:

\_\_\_\_\_  
Ken Campbell, District's Attorney



**Executive Summary**

**03/17/2016**

**Council Agenda Subject:** A resolution agreement to solicit grant funding from the Texas Commission on Environmental Quality (TCEQ) for the Local Emission Reduction Request

**Background: Local Emission Reduction Request**

City of Leander in an effort to decrease the carbon footprint of the city and make our operations more efficient and decrease electrical use we are requesting funds to help replace older non energy efficient appliances and convert from conventional incandescent lamps to LED lighting in new construction projects.

These projects were selected because on the evaluation of the limited funds in the grant, the scope of the projects, and the ability to make a change that was sustainable and was supported with good science.

The grant has limited funds available and is targeted at multiple types of emission reduction but we feel it prudent to attempt when possible to receive grant dollars.

**Origination:** Bill Gardner, Fire Chief/EMC

**Financial Consideration:** If approved, the funds received from the TCEQProgram will be used to purchase the Replacement Appliances as part of the remodel of Fire Station 1 for Development Services and the addition of LED projects to the Fire Station 1 remodel, Fire Station 4 and Fire Station 1 relocation construction projects.

**Recommendation:** Staff recommends the acceptance of the grant.

**Attachments:** Copy of proposed resolution; Copy of the grant application;

**Prepared by:** Bill Gardner, Fire Chief/EMC

**RESOLUTION NO. 16-00X-XX**

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS TO SOLICIT GRANT FUNDING FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR LOCAL EMISSION REDUCTION PROJECT**

**WHEREAS**, The Leander City Council finds it in the best interest of the citizens of Leander that the Local Emission Reduction Project be funded during the 2016-2017 fiscal year; and

**WHEREAS**, the Leander City Council agrees to provide matching funds, if applicable, for the said project as required by the Texas Commission on Environmental Quality grant application; and

**WHEREAS**, the Leander City Council agrees that in the event of loss or misuse of the Texas Commission on Environmental Quality grant funds, the City of Leander assures that the funds will be returned to the Texas Commission on Environmental Quality in full.

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

**NOW THEREFORE, BE IT RESOLVED** that the Leander City Council approves submission of the grant application for Local Emission Reduction Project.

Approved this 17th of March, 2016

Attest:

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, TRMC, City Secretary



**Executive Summary**

**03/17/2016**

**Council Agenda Subject:** A resolution agreement to solicit grant funding from the Homeland Security Grant Program of the Governor's Office for the Leander Police Department and Leander Fire Department Radio Project.

**Background: Radio Project**

The City of Leander Public Safety Agencies are users of the Regional radio System. each user is responsible for the radio that is used the system and must meet the minimum requirements of the system to be able to receive and transmit information to and from the 911 centers and other agencies in the area.

The current radios used by Leander Public Safety have reached the life of use and the manufacturing is no longer producing the radio and parts for repairing the radio effective this year. there are existing parts on the shelf but as they are used no other parts will be available.

This transition creates an expensive proposition for the City of Leander and we are trying all avenues to be able to solicit funding assistance to fix this problem. This problem is impacting all areas of Central Texas that are participating in the Regional radio System.

The cost to replace all radios in public safety at one time would exceed \$850,000 dollars for units in cars and handheld radios used by first responders on the street. There will be a plan submitted on addressing this issue during budget on how to replace these items over the next three budget years.

The ability to help offset some of these costs by grant dollars is being pursued and the requested resolution is for a Homeland Security Grant that would be managed by the Office of Emergency Management that interacts with all public safety departments daily during planning and responses to events.

This grant is requesting \$492,133.00 dollars for the replacement of 74 handheld radios. These funds would be split between police and fire equally to start working on solving the needs of both agencies.

**Origination:** Bill Gardner, Fire Chief/EMC

**Financial Consideration:** If approved, the funds received from the Homeland security Grant Program will be used to purchase the specified radio below. There is no match requirement for the city under this program. If we are unable to secure grant funding, the multi-year replacement plan will submit these items for consideration during the next applicable budgetary process.

**Requested funds:**

Specification Needed: MOTOROLA ENABLE DUAL BAND OPERATION, ASTRO DIGITAL CAI OPERATION, SMARTZONE OPERATION, P25 9600 BAUD TRUNKING, ADVANCED SYSTEM KEY- HARDWARE KEY APX 7000 RADIO AUTHENTICATION, MULTIKEY, APX 7000XE HOUSING GREEN, 4 YR SFS LITE, TDMA OPERATION, PROGRAMMING OVER P25 (OTAP), RADIO PACKET DATA, INTERNAL ACTIVATION AND GPS BASIC FUNCTIONALITY, BLUETOOTH SOFTWARE, SPARE BATT IMP FM R LI ION 2300M 2350T BLK, REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE GREEN or BLACK, APX 7000 IMPRES CG SU APX7000 US/NA/CA/LA

74 Radios, microphone, and chargers @ 6650.45 **Total requested: \$492133.00**

**Recommendation:** Staff recommends the acceptance of the grant.

**Attachments:** Copy of proposed resolution; Copy of the Grant Workbook; Copy of the Radio estimate

**Prepared by:** Bill Gardner, Fire Chief/EMC

# FY 2016 State Homeland Security Grant Program Application Index

Please note that all sections must show as "COMPLETE" in order to be considered a

<u>Navigation Link</u>	<u>Section</u>	<u>Status</u>
<a href="#">Go To Section</a>	Eligibility	COMPLETE
<a href="#">Go To Section</a>	Profile Details	COMPLETE
<a href="#">Go To Section</a>	Profile - Grant Vendor	COMPLETE
<a href="#">Go To Section</a>	Project Narrative	COMPLETE
<a href="#">Go To Section</a>	Project Activities	COMPLETE
<a href="#">Go To Section</a>	Performance Measures	COMPLETE
<a href="#">Go To Section</a>	Budget Detail	COMPLETE
<a href="#">Go To Section</a>	Budget POETE	COMPLETE
<a href="#">Go To Section</a>	Documents	COMPLETE
<a href="#">Go To Section</a>	Homeland Security	COMPLETE

## **Application Worksheet**

*complete project application.*

**The application is  
complete. Please  
ensure that you save  
your work and email  
your completed  
application workbook  
to  
homelandsecuritystaff  
@capcog.org**

**RESOLUTION NO. 16-00X-XX**

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS TO SOLICIT GRANT FUNDING FROM THE HOMELAND SECURITY GRANT PROGRAM (HSGP) FOR THE LEANDER FIRE DEPARTMENT AND LEANDER POLICE DEPARTMENT RADIO PROJECT TO BE MANAGED BY LEANDER OFFICE EMERGENCY MANAGEMENT.**

**WHEREAS**, The Leander City Council finds it in the best interest of the citizens of Leander that the Leander Radio Project be funded during the 2016-2017 fiscal year; and

**WHEREAS**, the Leander City Council agrees to provide matching funds, if applicable, for the said project as required by the Homeland Security Grant Program of the Office of the Governor grant application; and

**WHEREAS**, the Leander City Council agrees that in the event of loss or misuse of the HSGP funds, the City of Leander assures that the funds will be returned to the Office of The Governor in full.

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

**NOW THEREFORE, BE IT RESOLVED** that the Leander City Council approves submission of the grant application for the Leander Radio Project to the Office of the Governor.

Approved this 17th of March, 2016

Attest:

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, TRMC, City Secretary

**Grant Number: 3031901**



Account Manager: Clay Cassard  
 2120 W Breaker Lane Suite P  
 Austin Texas 78758

Date: 11/17/14  
 Quote#: scc111714  
 Contract Number: City of Austin

Prepared For: David Lincoln Phone Number: Email : Agency: City of Leander Customer #:	Ship to Address: TBD	Bill to Address: TBD
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Item	Qty	Description	Model	List Price	Contract Price	Extended
74		APX7000XE DIGITAL PORTABLE RADIO	H49TGD9PW1 N	\$3,400.00	2,414.00	178,636.00
74		ADD: 7/800MHZ PRIMARY BAND	QA00569	\$0.00	0.00	0.00
74		ADD: VHF SECONDARY BAND	QA00574	\$0.00	0.00	0.00
74		ADD: APX7000XE MODEL 3 OPTION	QA00577	\$500.00	355.00	26,270.00
74		ADD: ENABLE DUAL BAND OPERATION	QA00579	\$1,000.00	710.00	52,540.00
74		ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$515.00	365.65	27,058.10
74		ADD: SMARTZONE OPERATION	H38	\$1,500.00	1,065.00	78,810.00
74		ADD: P25 9600 BAUD TRUNKING	Q361	\$300.00	213.00	15,762.00
74		ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01648	\$5.00	3.55	262.70
74		ADD: APX 7000 RADIO AUTHENTICATION	QA01767	\$100.00	71.00	5,254.00
74		ENH: MULTIKEY	H869	\$330.00	234.30	17,338.20
74		<b>MULTIKEY CREDIT</b>	<b>CREDIT</b>	<b>(\$330.00)</b>	<b>-234.30</b>	<b>-17,338.20</b>
74		ALT:APX 7000XE HOUSING GREEN	QA01427	\$25.00	17.75	1,313.50
74		ENH: 4 YR SFS LITE	Q887	\$165.00	165.00	12,210.00
74		<b>Highly Recommended Radio Enhancements</b>				
74		ADD: TDMA OPERATION	QA00580	\$400.00	284.00	21,016.00
74		ADD: PROGRAMMING OVER P25 (OTAP)	G996	\$100.00	71.00	5,254.00
74		ADD: RADIO PACKET DATA	Q947	\$200.00	142.00	10,508.00
74		<b>Recommended Radio Enhancements</b>				
74		ENH: INTERNAL ACTIVATION AND GPS BASIC FUNCTIONALITY	QA00782	\$100.00	71.00	5,254.00
74		ADD: BLUETOOTH SOFTWARE	QA00583	\$150.00	106.50	7,881.00
74		<b>Accessories</b>				
74		SPARE BATT IMP FM R LI ION 2300M 2350T BLK	NNTN8092	\$140.00	112.00	8,288.00
74		AUDIO ACCESSORY-REMOTE SPEAKER	NNTN8575A	\$480.00		
74		MICROPHONE,IMPRES XE RSM XT CABLE GREEN			384.00	28,416.00
74		APX 7000 IMPRES CG SU APX7000 US/NA/CA/LA	WPLN7080	\$125.00	100.00	7,400.00
74		IMPRES MULTI UNIT CHARGER with DISPLAY	NNTN7073B	\$1,350.00		
0		US/NA/CA/LA			1,080.00	0.00
<b>GRAND TOTAL</b>						<b>492,133.30</b>



**Executive Summary**

**March 17, 2016**

**Agenda Subject:** Consideration of Amendment to Development Agreement for the Randall's Food Store and Shopping Center

**Background:** The Development Agreement for the Randall's Food Store and Shopping Center (Development Agreement), executed on September 27, 2012, established the location of a proposed median break and left turn lane on Lakeline Boulevard for access to Randall's by north bound traffic as shown in Attachment 1, Exhibit E of the Development Agreement. At that time, neither the Shoppes at Crystal Falls or Mason Hills Subdivision had started the development process, which resulted in no southbound left turn lane being proposed or required. With the development of the Shoppes at Crystal Falls, another median break was not possible for the Shoppes due to its close proximity to the previously approved Randall's median break.

Once the Randall's median break with northbound left turn lane is open to traffic, City Staff believes that many unsafe U-turns by southbound traffic desiring to access the Shoppes at Crystal Falls will occur (even if it is posted for "No U-Turns"). These southbound left turns will be made from the left, southbound lane of Lakeline Boulevard without the protection of a left turn lane. This proposed amendment to the Development Agreement will provide for a left turn lane as shown in Attachment 2, Lakeline Boulevard Roadway Improvements, and will result in improved traffic safety for left turns (U-turns) by southbound traffic accessing the Shoppes at Crystal Falls.

**Origination:** Terri Crauford, P.E., Assistant City Engineer

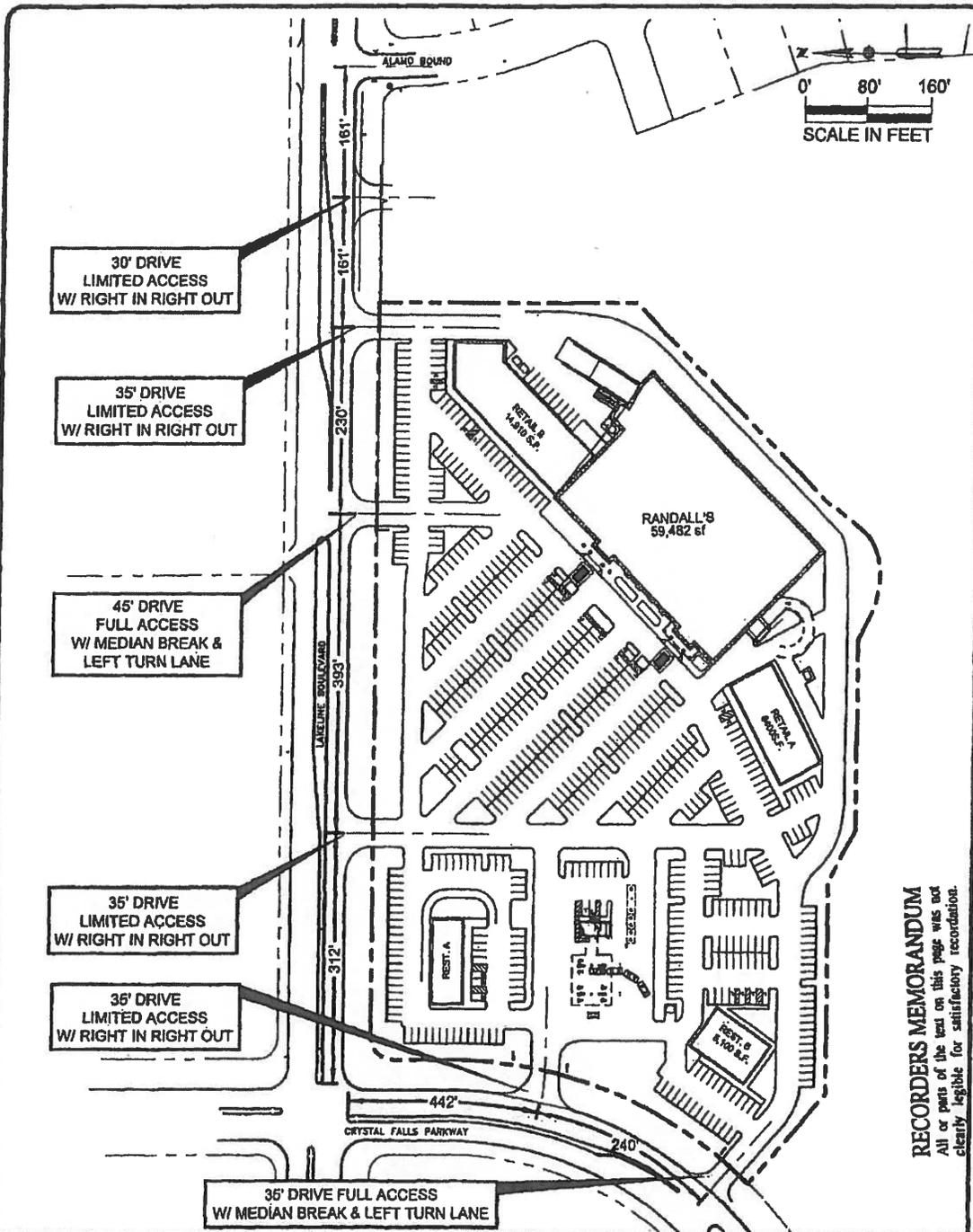
**Financial Consideration:** \$83,077.89 from TIA Fund, GL# 12-01-8005

**Recommendation:** Staff requests authorization of City Manager to negotiate and execute an Amendment to the Development Agreement for the Randall's Food Store and Shopping Center for the addition of a southbound left turn lane for the proposed median break for Randall's on Lakeline Boulevard.

**Attachments:** Attachment 1, Exhibit E of the Development Agreement and Attachment 2, Lakeline Boulevard Roadway Improvements

**Prepared by:** Wayne S. Watts, P.E., CFM, City Engineer

# Attachment 1



**RECORDERS MEMORANDUM**  
All or parts of the text on this page was not clearly legible for satisfactory recordation.

**LJA Engineering, Inc.**  
5316 Highway 290 West  
Suite 150  
Austin, Texas 78735

**LJA**  
Phone 512.439.4700  
Fax 512.439.4715  
FRN - F-1388

**RANDALLS @ CRYSTAL FALLS**

**Driveway locations and Median Breaks - Exhibit "E"**





**Executive Summary**

**March 17, 2016**

**Council Agenda Subject:** Water Use and Supply Update

**Background:** Combined Water Storage in both Lakes Travis and Buchanan is increasing slightly to 1,804,577 Acre-feet as of February 29, 2016 (90% Full). Combined Storage on February 1, 2016 was 1,791,964 Acre-feet. The Combined Storage on February 27, 2015 was 717,105 Acre-feet. The attached Table and Graph compare recent water use in February 2016 to February 2015.

**Origination:** Patrick A. Womack, P.E. Public Works Director

**Financial Consideration:** None

**Recommendation:** None

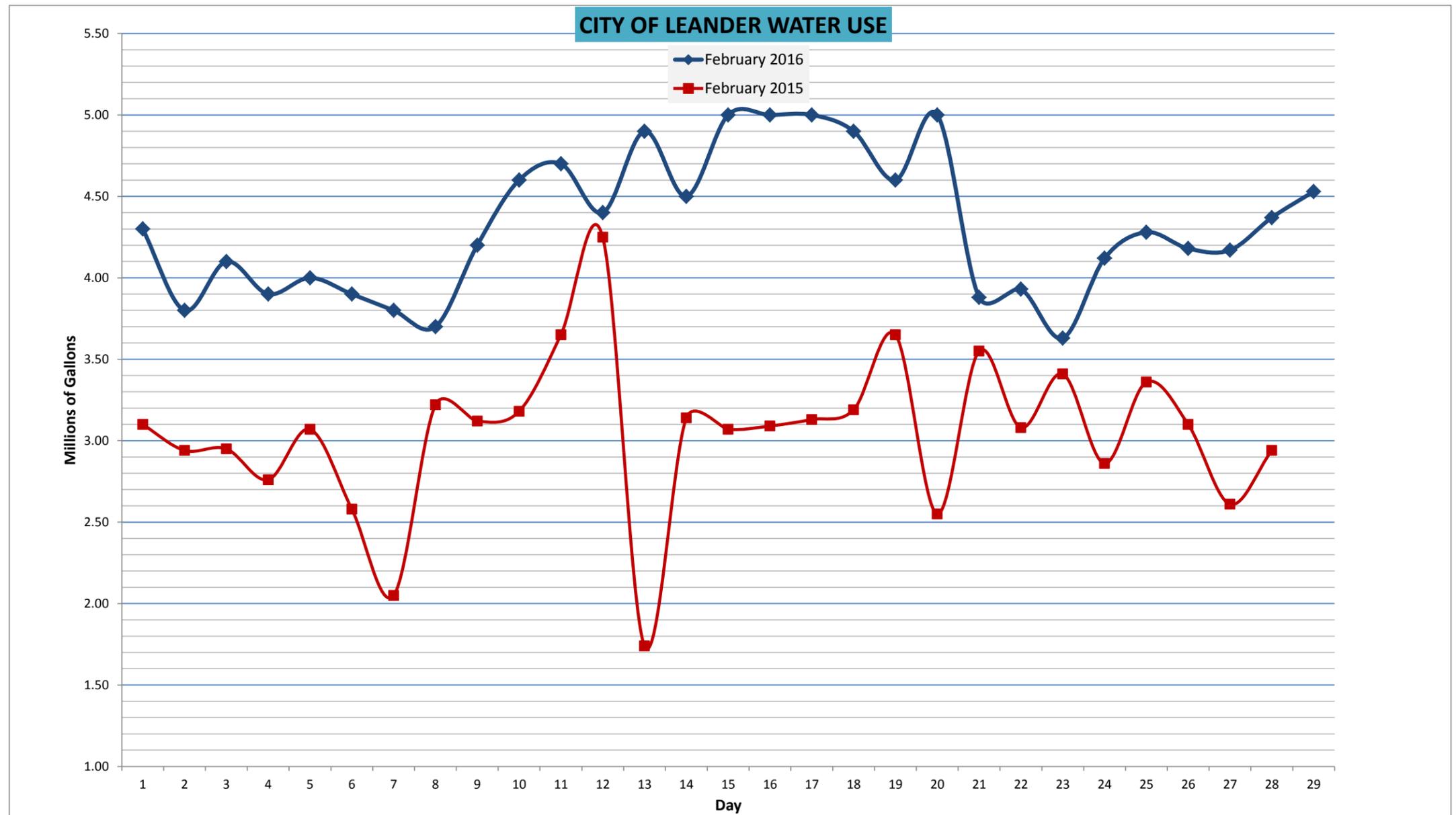
**Attachments:** City of Leander Water Use Table & Graph

**Prepared by:** Patrick A. Womack, P.E. Public Works Director

City of Leander Water Use (MG)

Day	2016 January	2016 February	2015 February
1	3.80	4.30	3.10
2	3.40	3.80	2.94
3	3.70	4.10	2.95
4	3.90	3.90	2.76
5	3.80	4.00	3.07
6	3.80	3.90	2.58
7	3.60	3.80	2.05
8	3.70	3.70	3.22
9	3.50	4.20	3.12
10	3.20	4.60	3.18
11	3.90	4.70	3.65
12	4.00	4.40	<b>4.25</b>
13	4.20	4.90	1.74
14	4.00	4.50	3.14
15	4.00	<b>5.00</b>	3.07
16	4.00	<b>5.00</b>	3.09
17	4.10	<b>5.00</b>	3.13
18	4.20	4.90	3.19
19	4.00	4.60	3.65
20	<b>4.50</b>	<b>5.00</b>	2.55
21	3.90	3.88	3.55
22	3.80	3.93	3.08
23	3.40	3.63	3.41
24	3.90	4.12	2.86
25	3.80	4.28	3.36
26	4.00	4.18	3.10
27	3.90	4.17	2.61
28	4.20	4.37	2.94
29	3.90	4.53	
30	3.80		
31	4.10		

(MG)	2016 January	2016 February	2015 February
Total	120.0	125.4	85.3
Average	3.85	4.32	3.21
Peak Day	<b>4.50</b>	<b>5.00</b>	<b>4.25</b>
Min. Day	3.20	3.63	1.74



Historical Water Use									
Year	2008	2009	2010	2011	2012	2013	2014	2015	2016
Month/Day	8/8	8/3	8/7	8/13	8/9	5/7	9/10	8/12	
Peak Day (MG)	<b>9.18</b>	<b>7.79</b>	<b>6.75</b>	<b>7.44</b>	<b>8.38</b>	<b>8.86</b>	<b>9.10</b>	<b>11.90</b>	
Annual (MG)	1,359	1,171	1,160	1,535	1,380	1,404	1,512	1,719	245.4