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

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

Thursday ~ April 7, 2016 at 7:00 PM

| | |
|---|---|
| **Mayor – Christopher Fielder** | **Place 4 – Ron Abruzzese** |
| **Place 1 – Andrea Navarrette (Mayor Pro Tem)** | **Place 5 – Jeff Seiler** |
| **Place 2 – Michelle Stephenson** | **Place 6 – Troy Hill** |
| **Place 3 – Shanan Shepherd** | **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*

5. Proclamation declaring April 10–16, 2016 as "National Animal Control Appreciation Week" in the City of Leander *Sponsored by Police Chief Greg Minton*

6. Proclamation declaring April 10-16, 2016 as "National Public Safety Telecommunications Week" in the City of Leander *Sponsored by Police Chief Greg Minton*

## CONSENT AGENDA: ACTION

7. Approval of the minutes: March 17, 2016

8. Second Reading of an Ordinance of the City of Leander granting non-exclusive permit and license for right-of-way sign services to National Sign Plazas; and providing for related matters

9. Second Reading of an Ordinance 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, Planned Unit Development, Leander, Williamson County, Texas

10. License Agreement for the installation and maintenance of irrigation within the Nolan Ranch Road, Myrna Bend, and Carlene Pruett Street rights-of-way within the Stewart Crossing Subdivision

11. License Agreement for the installation and maintenance of irrigation, decorative street lights, and landscaping within Merrill Drive right-of-way within the Leander Crossing Subdivision

## PUBLIC HEARING: ACTION

12. **Public Hearing** on Zoning Case 15-Z-033: Consider a zoning change of two parcels of land generally located approximately 270 ft. south from the southwest corner of the intersection of Great Owl Pass and Council Springs Pass from interim zoning SFR-1-B, Single Family Rural with the remaining portion of the property in the ETJ to SFR-2-A, Single Family Rural, SFT-2-B, Single Family Townhome, LC-2-B, Local Commercial and LC-2-A, Local Commercial, Leander, Williamson County, Texas
    *Applicant: Danny Martin, P.E. on behalf of J.L. Development, Inc. John Lloyd*

**Action:** on Zoning Case 15-Z-033: amending Ordinance 05-018, the Composite Zoning Ordinance for two parcels of land generally located approximately 270 ft. south from the southwest corner of the intersection of Great Owl Pass and Council Springs Pass from interim zoning SFR-1-B, Single Family Rural with the remaining portion of the property in the ETJ to SFR-2-A, Single Family Rural, SFT-2-B, Single Family Townhome, LC-2-B, Local Commercial and LC-2-A, Local Commercial, Leander, Williamson County, Texas

13. **Public Hearing** on Zoning Case 15-Z-028 & Subdivision Case #15-CP-005: Consider a zoning change and approval of the Devine Lake Concept Plan and PUD zoning for three parcels located at the southwest corner of Bagdad Road and San Gabriel Parkway, for 202.79 acres, more or less, from PUD, Planned Unit Development, GC-3-B, General Commercial and GC-3-C, General Commercial to PUD, Planned Unit Development with base zoning districts of SFU-2-A, Single Family Urban, SFC-2-A, Single Family Compact, SFL-2-A, Single Family Limited, GC-2-A, General Commercial and MF-2-A, Multi Family, Leander, Williamson County, Texas
*Applicant: Mark Baker on behalf of Sixth Street Capital Investors LP and Devine Land Investments, LLC*

    **Action:** on Zoning Case 15-Z-028 & Subdivision Case #15-CP-005: amending Ordinance 05-018, the Composite Zoning Ordinance for three parcels located at the southwest corner of Bagdad Road and San Gabriel Parkway, for 202.79 acres, more or less, from PUD, Planned Unit Development, GC-3-B, General Commercial and GC-3-C, General Commercial to PUD, Planned Unit Development with base zoning districts of SFU-2-A, Single Family Urban, SFC-2-A, Single Family Compact, SFL-2-A, Single Family Limited, GC-2-A, General Commercial and MF-2-A, Multi Family, Leander, Williamson County, Texas

14. **Public Hearing** on Subdivision Case #15-CP-006: Consider Valley Vista Concept Plan, for 67.7 acres, more or less, located ½ mile north from the northwest corner of the intersection of CR 274 and Ronald Reagan Blvd. on the west side of Ronald Reagan Blvd., Leander, Williamson County, Texas

    **Action** on Subdivision Case #15-CP-006: Consider Valley Vista Concept Plan, for 67.7 acres, more or less, located ½ mile north from the northwest corner of the intersection of CR 274 and Ronald Reagan Blvd. on the west side of Ronald Reagan Blvd., Leander, Williamson County, Texas

## REGULAR AGENDA

15. First Reading of an Ordinance 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

16. First Reading of an Ordinance on Area B: Annexation of all that certain parcel or tract of land containing 6.34 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

17. First Reading of an Ordinance 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

18. First Reading of an Ordinance 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

19. First Reading of an Ordinance 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

20. First Reading of an Ordinance on Area F: Annexation of all that certain parcel or tract of land containing 412.58 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

21. First Reading of an Ordinance on Area G: Annexation of all that certain parcel or tract of land containing 31.08 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

22. First Reading of an Ordinance on Area H: Annexation of all that certain parcel or tract of land containing 3.72 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

23. First Reading of an Ordinance on Area I: Annexation of all that certain parcel or tract of land containing 188.43 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

24. First Reading of an Ordinance on Area J: Annexation of all that certain parcel or tract of land containing 27.37 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

25. First Reading of an Ordinance on Area K: Annexation of all that certain parcel or tract of land containing 64.18 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

26. First Reading of an Ordinance on Area L: Annexation of all that certain parcel or tract of land containing 106.26 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

27. First Reading of an Ordinance on Area M: Annexation of all that certain parcel or tract of land containing 146.15 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

28. First Reading of an Ordinance on Area N: Annexation of all that certain parcel or tract of land containing 239.55 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

29. First Reading of an Ordinance on Area O: Annexation of all those certain three parcels or tracts of land containing a total of 84.88 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 abutting streets, roadways, and rights-of-way; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

30. First Reading of an Ordinance 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

31. First Reading of an Ordinance 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

32. First Reading of an Ordinance 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-ay; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

33. 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. Stagliano Family Trust
    b. Page, Jeffrey and Russell Andrus
    c. Simpson, Peggy Borho

34. Consider the second amendment to the Oak Creek TIRZ Development and Reimbursement Agreement and the second amendment to the Oak Creek Public Improvement District Financing Agreement

35. Consider the second addendum to the Village at Leander Station TIRZ Development and Reimbursement Agreement

36. Consider an ordinance of the City of Leander, Texas amending the project and financing plan for the Reinvestment Zone Number One to allocate the estimated project costs for the Village at Leander Station project among project categories; providing the estimated time when project costs will be incurred for the Village at Leander Station projects; establishing the Village at Leander station subaccount in the Tax Increment Fund; and providing for related matters

37. Consider 2nd Amended and Restated Development Agreement for the Benbrook Ranch Subdivision

38. Consider Award to Water Smart for Behavioral Water Efficiency Software

39. Consider an Ordinance amending section 1.02.003 of Article 1.02, Chapter 1, City of Leander Code of Ordinance to amend requirements related to the payment of fees and other costs by credit card; authorizing the charging of fees to recover costs directly and reasonably incurred in providing access to information or services through the Internet

40. Consider an Ordinance of the City of Leander, Texas amending Ordinance #15-046-00 adopting the Annual Budget of the City of Leander, Texas for Fiscal Year 2015-16

41. Consider amendment to the Interlocal Agreement between the Leander Independent School District and the City of Leander

42. Council Member Closing Statements

## EXECUTIVE SESSION

43. Convene into executive session:

    a) pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property in consideration of the Settlement Agreement for the acquisition of a 5.217 acre tract of land in Travis County from Gary L. Gross and Cathy Gross for the BCRUA Deep Water Intake Project in the amount of $2,565,000.00

    b) 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 the Development Agreement for the Gateway Shopping Center and the Sales Tax Rebate Agreement for the Gateway Shopping Center

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

    a) the acquisition and value of real property in consideration of the Settlement Agreement for the acquisition of a 5.217 acre tract of land in Travis County from Gary L. Gross and Cathy Gross for the BCRUA Deep Water Intake Project in the amount of $2,565,000.00

    b) the Development Agreement for the Gateway Shopping Center and the Sales Tax Rebate Agreement for the Gateway Shopping Center

45. 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 1st day of April, 2016 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile, TRMC, City Secretary

# *Proclamation*

**WHEREAS**, April 10th thru April 16th is designated as National Animal Control Appreciation Week, and is a time set aside to recognize, thank and commend all Animal Control personnel; and

**WHEREAS**, LEANDER ANIMAL SERVICES officers, like police officers and emergency personnel, respond to the needs of the community, keeping animals and humans safe from harm; and

**WHEREAS**, LEANDER ANIMAL SERVICES officers help improve the quality of life in our community through their professional and compassionate service; and

**WHEREAS**, every ANIMAL SERVICES officer should be commended for their dedication to the health, safety, and protection of the citizens and animals of our community;

**NOW THEREFORE**, I, Mayor Chris Fielder and the Leander City Council, call upon all citizens of our community to recognize the week of April 10th – April 16th, 2016 as

## "National Animal Control Appreciation Week"

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Leander to be affixed on April 7, 2016

Attest:

_____
Christopher Fielder, Mayor

_____
Debbie Haile, City Secretary

# *Proclamation*

**WHEREAS**, April 10th thru April 16th is designated as National Public Safety Telecommunications Week; and

**WHEREAS** emergencies can occur at any time and the prompt response of police officers and emergency personnel is critical to the protection of life and preservation of property; and

**WHEREAS,** the first and most critical contact our citizens have with these services is the Leander Police Department Communications Center, and the safety of the public and the responding emergency personnel is dependent upon the quality and accuracy of information obtained and distributed; and

**WHEREAS,** Telecommunications Officers provide a vital link for our police officers by monitoring their activities by radio, providing them critical information, and having contributed substantially to the apprehension of criminals, the provision of emergency services, and good customer service; and

**WHEREAS,** each Telecommunications Officer has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**NOW THEREFORE,** I, Mayor Chris Fielder and the Leander City Council, call upon all citizens of our community to recognize the week of April 10th – April 16th, 2016, as

## "National Public Safety Telecommunications Week"

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Leander to be affixed on April 7, 2016.

Attest:

_____
Christopher Fielder, Mayor

_____
Debbie Haile, City Secretary

# MINUTES
# 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
   **Mayor Fielder opened the meeting at 7:04 pm and welcomed those in attendance**
   **Mayor Pro Tem Navarrette delivered the invocation**

2. Roll Call
   **All present**

*3.* Staff Comments:
   **Mayor Fielder recognized County Commission Lisa Birkman and also mentioned the article in the Impact News concerning Steve Bosak, Parks and Recreation Director**

*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: 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

**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

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

   **Don Cook Jr. 13209 Vista Rock – spoke against**

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

   **No speakers**

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

   **Lisa Birkman, 16917 Judy Scholl Way – spoke against**

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

    **No speakers**

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

    **No speakers**

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

    **Darren Word, 201 Mockingbird Hill – spoke against**
    **Anthony Perez, 100 Mockingbird Hill – spoke against**
    **Cheryl Hawkins, 220 Mockingbird Hill – spoke against**
    **Nancy Pina, 1501 Live Oak Road, Liberty Hill – spoke against**
    **Kristin Witbeck, 80 Mockingbird Hill – spoke against**
    **Debbie Witbeck, 80 Mockingbird Hill – spoke against**
    **Lisa Birkman, 16917 Judy Scholl Way, Round Rock – spoke against**
    **Ross Frie, 1921 Lohmans Crossing Road, Austin – spoke against**
    **Van Witbeck, 16001 Ronald Reagan Blvd – spoke against**

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

    **No speakers**

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

    **No speakers**

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

**No speakers**

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

**Shawn Wolff, 860 County Road 268, Georgetown – spoke against**

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

**No speakers**

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

**No speakers**

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

**No speakers**

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 Reagan's 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

**Allen Hansen, 355 CR 264 – spoke against**

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

**Skylar Williams 1955 CR 175 – spoke against**
**Kevin Popejoy 10 Valley View Cir. – spoke against**
**Rick Bott, 1101 CR 177 - spoke against**

**Mayor Fielder moved to item # 28 on the Regular Agenda at this time**

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

**No speakers**

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

**No speakers**

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-ay; and adjacent and contiguous to the city limits; and providing open meetings and other related matters

**No speakers**

## PUBLIC HEARING: ACTION

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.*
**Robin Griffin, Senior Planner explained**

**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

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

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
**Greg Minton, Chief of Police explained**

**Thomas Otten, 1106 Ravens Cove, Cedar Park – spoke against**
**Don Otten, 1106 Ravens Cv. – spoke against**
**Dylan Alexander, 2905 Post River Road - spoke against**
**Nathan Deckinga, 1126 Iron Horse – spoke against**

**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

**Motion made by Mayor Fielder to approve. Second by Council Member Shepherd. Motion passes, 6 to 1 with Council Member Hill voting against**

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
**Robin Griffin, Senior Planner explained**

**Action** on granting a non-exclusive permit and license for right-of-way sign services to National Sign Plazas; and providing for related matters

**Motion made by Council Member Seiler to approve. Second by Council Member Stephenson. Motion passes, all voting "aye"**

## 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
**Robin Griffin, Senior Planner explained**

**Motion made by Mayor Fielder to approve. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"**

**Mayor Fielder moved back to item # 22 at this time**

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

    **Robin Griffin, Senior Planner explained**

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

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

    **Paige Saenz, City Attorney explained**

    **Motion made by Council Member Shepherd to approve. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"**

31. Consider approval of Agreement with Williamson County Emergency Service District #9 for Fire Service Agreements

    **Bill Gardner, Fire Chief explained**

    **Motion made by Council Member Seiler to approve. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"**

32. Consider Resolution Agreement to solicit grant funding from the Texas Commission on Environmental Quality (TCEQ) for the Local Emission Reduction Request

    **Bill Gardner, Fire Chief explained**

    **Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Shepherd. Motion passes, all voting "aye"**

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

    **Bill Gardner, Fire Chief explained**

    **Motion made by Council Member Shepherd to approve. Second by Council Member Stephenson. Motion passes, all voting "aye"**

34. Consider Amendment of Development Agreement for the Randall's Food Store and Shopping Center

    **Wayne Watts, City Engineer explained**

    **Motion made by Mayor Fielder to approve. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"**

35. Water Supply Update

    **Pat Womack, Director of Public Works gave the update**

36. Council Member Closing Statements

**Mayor Fielder moved this item after item #38**

**Council Members gave their 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

**Council convened into executive session at 8:40 pm**
**Council reconvened into open session at 8:55 pm**

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

**Motion made by Mayor Pro Tem Navarrette to authorize the city manager to negotiate an agreement with a business prospect as discussed in executive session. Second by Council Member Seiler. Motion passes, all voting "aye"**

**Mayor Fielder moved back to item # 36 at this time**

39. Adjournment
**With there being no further business, the meeting adjourned at 8:57 pm**

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary

**AGENDA ITEM # 8**

**Executive Summary**

**April 7, 2016**

---

**Agenda Subject:** Second 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 second 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 compositon, 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. <u>Maintenance of Plaza Sign Structures</u>:

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: | CONTRACTOR: |
|---|---|
| City of Leander | National Sign Plazas |
| Attn: City Manager | Attn: Alex Lingas |
| 200 W. Willis Street | Parrett Field, Bld.#13, Box 706 |
| Leander, TX 78641 | 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,<br>a California Corporation |
|---|---|
| by _____<br>Mayor Christopher Fielder | by _____<br>_____, 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

**AGENDA ITEM # 9**

**Executive Summary**

**April 21, 2016**

---

**Agenda Subject:** Zoning Case 16-Z-002: 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 final step in the rezoning process.

**Origination:** Applicant: Josh Becker on behalf of Lexor 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. The City Council unanimously approved the PUD amendment at the March 17, 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

**Prepared By:** Tom Yantis, AICP
Assistant City Manager 03/28/2016

# 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:

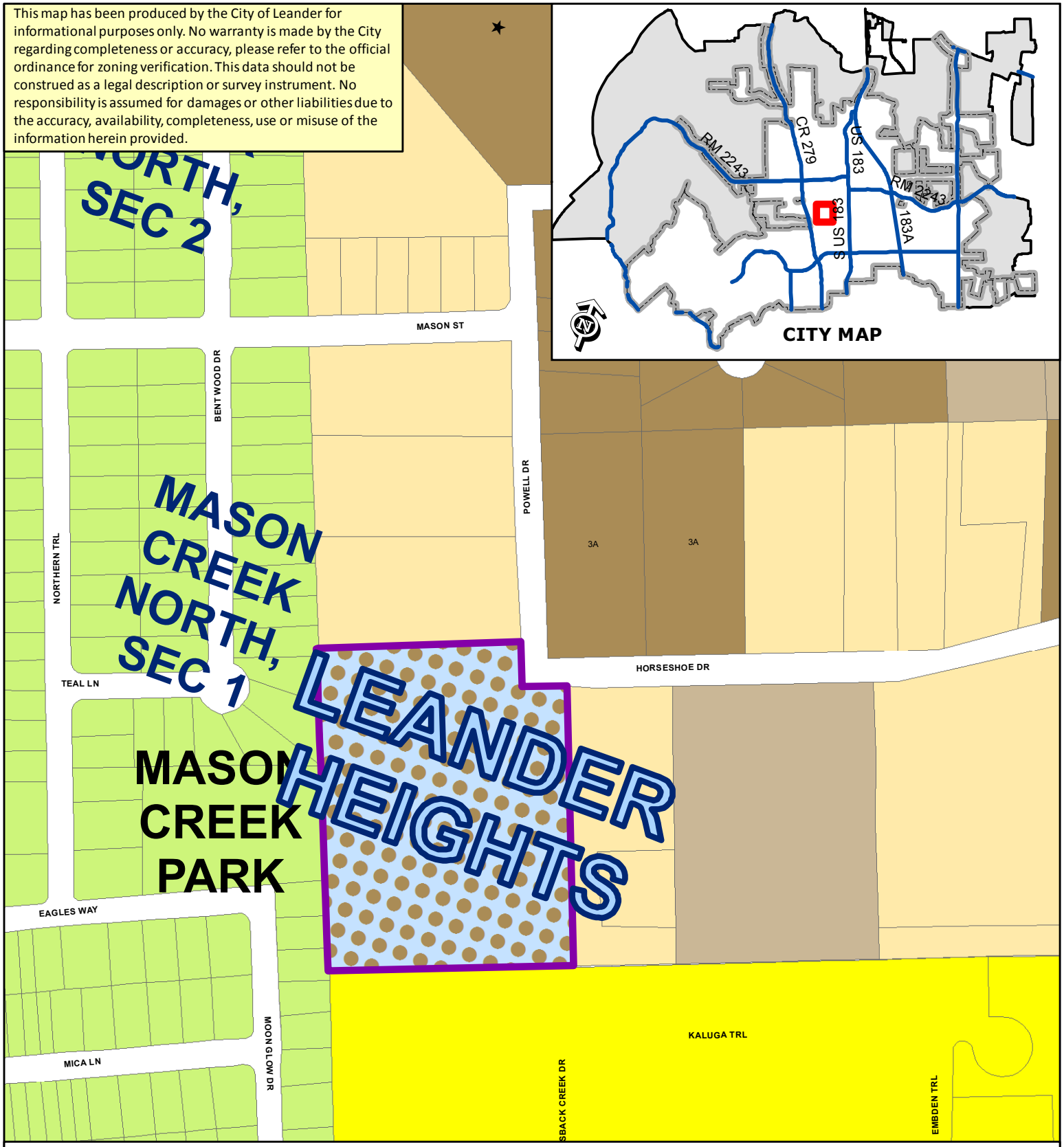
The applicant is requesting to amend the Leander Heights PUD (Planned Unit Development) district in order to allow for the development of a 96 unit condominium project that allows for one garage units instead of two garage units. This PUD was previously approved by the City Council on October 16, 2014.

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.




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

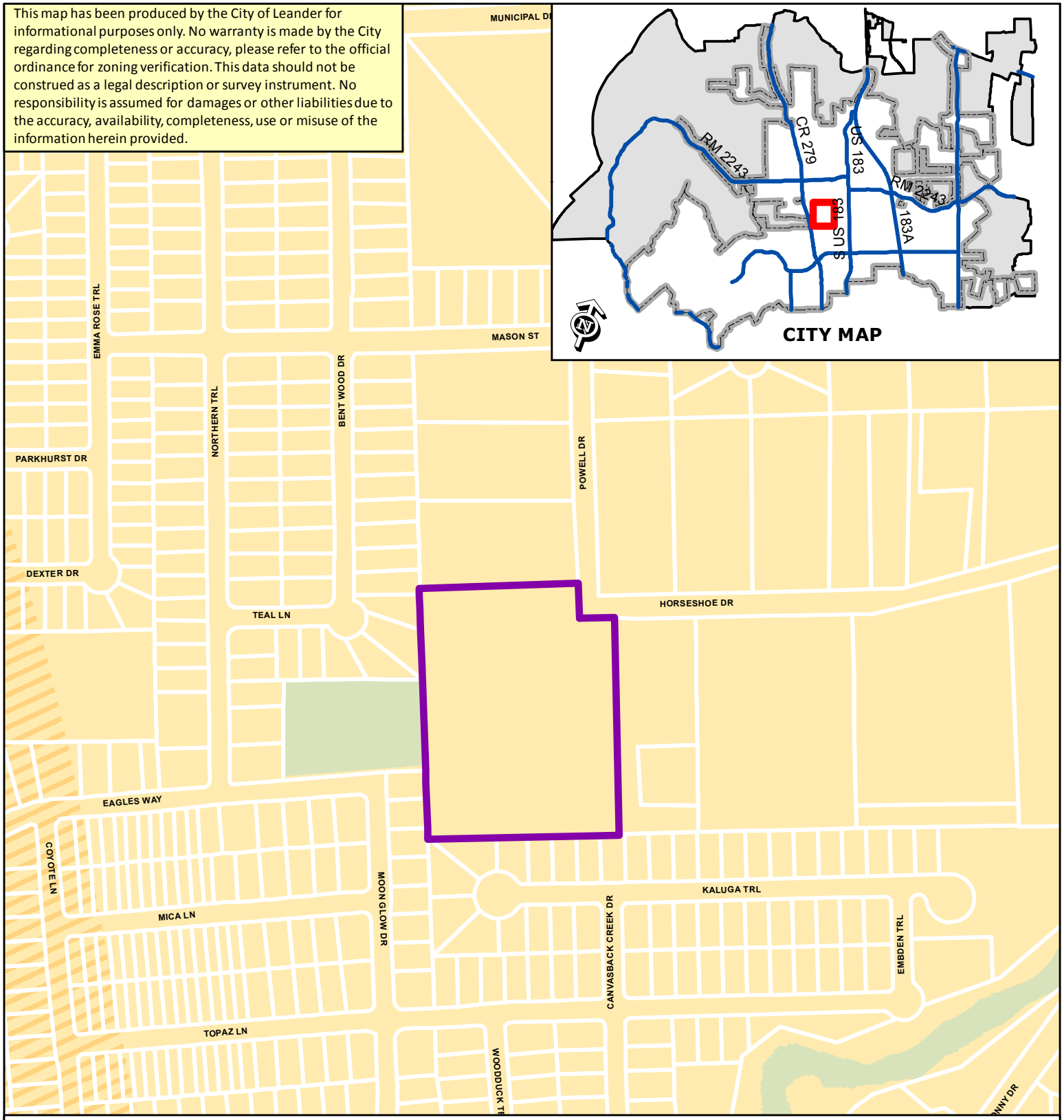
Current Zoning Map - Leander Heights PUD

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 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 |

N

0 200

Feet




## ZONING CASE 16-Z-002 Attachment #3

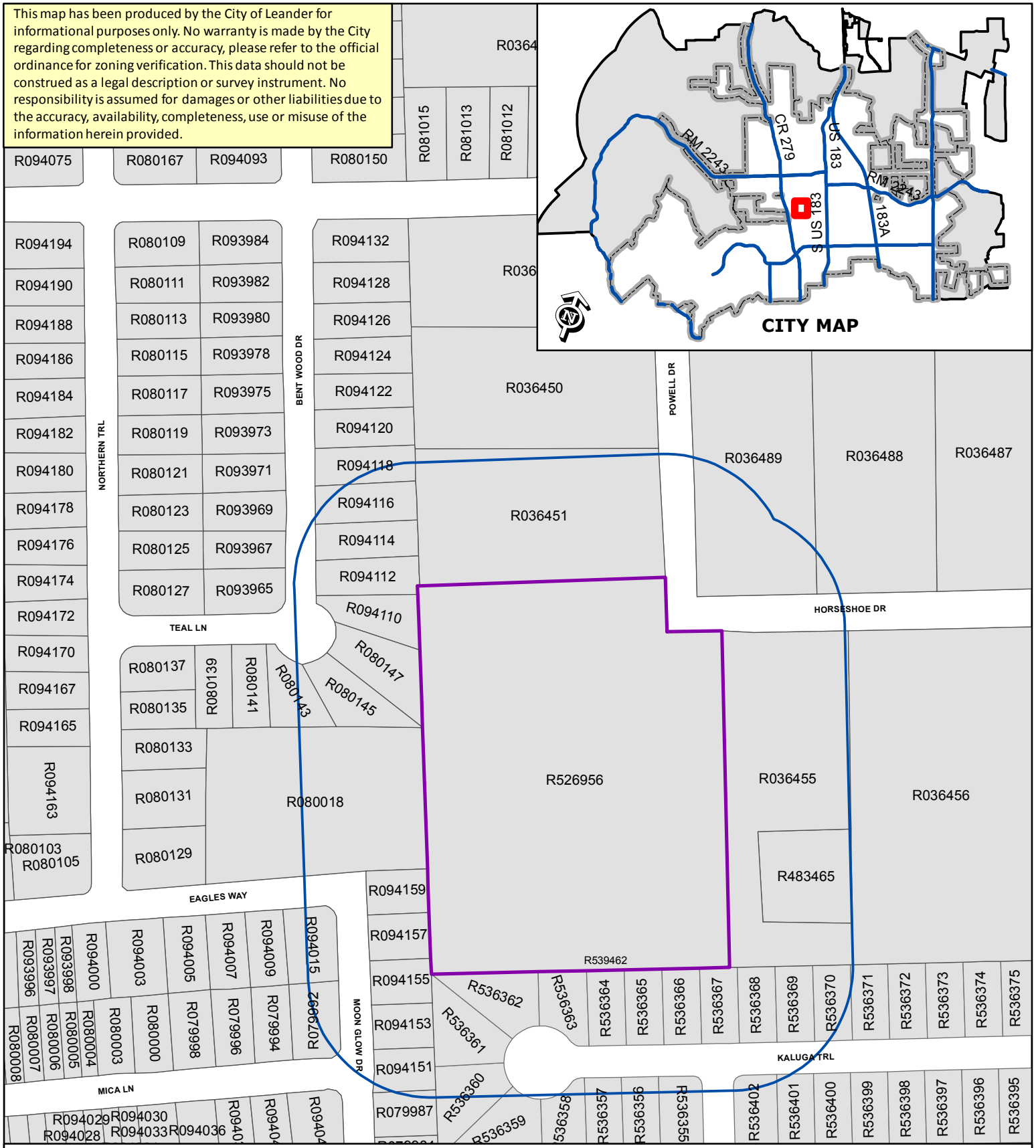
Future Land Use Map - 523 Powell Drive

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

N

0 200

Feet




# ZONING CASE 16-Z-002

## Attachment # 4

Public Notificatin Boundary

Subject Property

City Limits

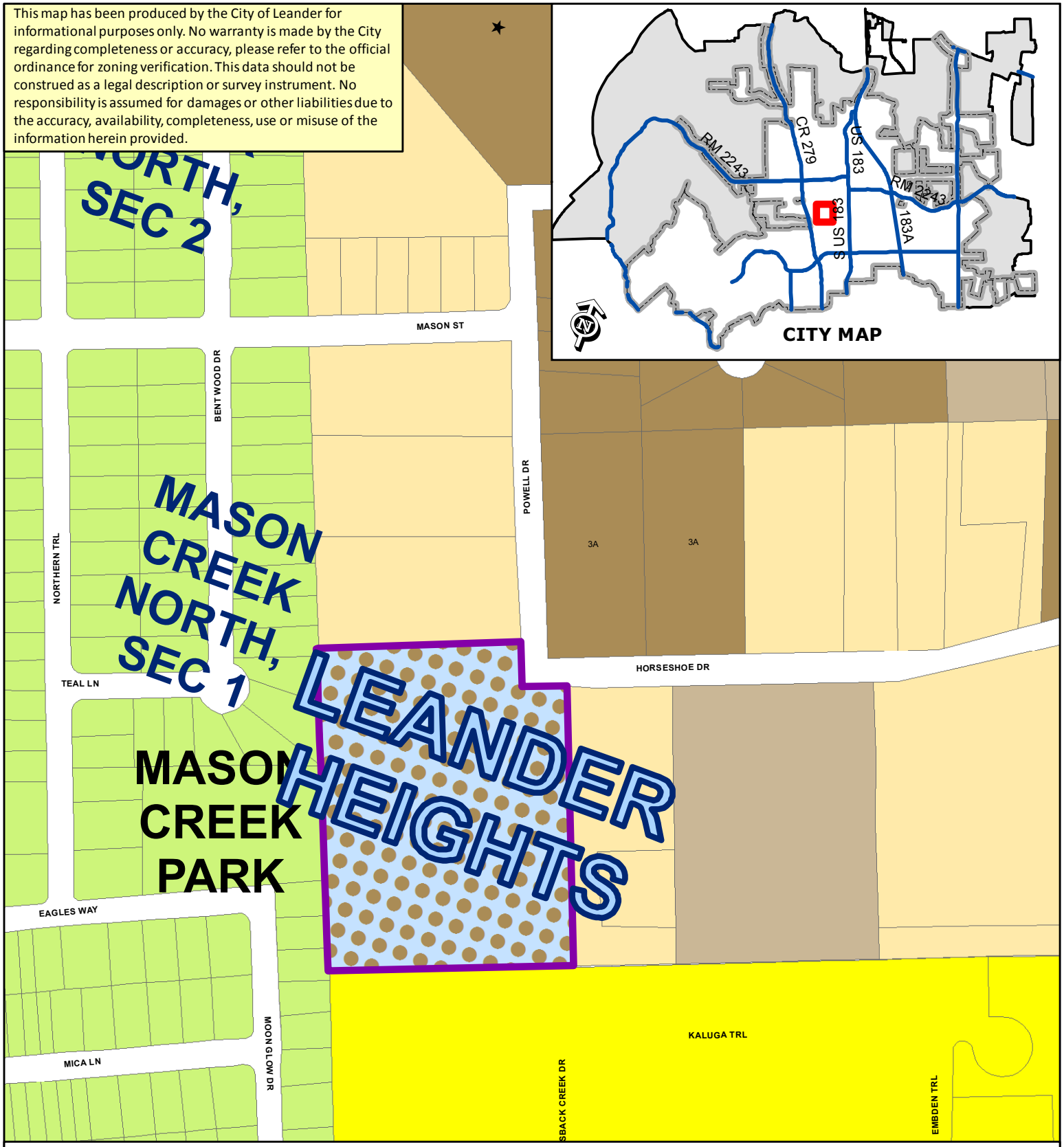
WCAD Parcels

N

0 200

Feet

Notification Map
Leander Heights PUD Amendment




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

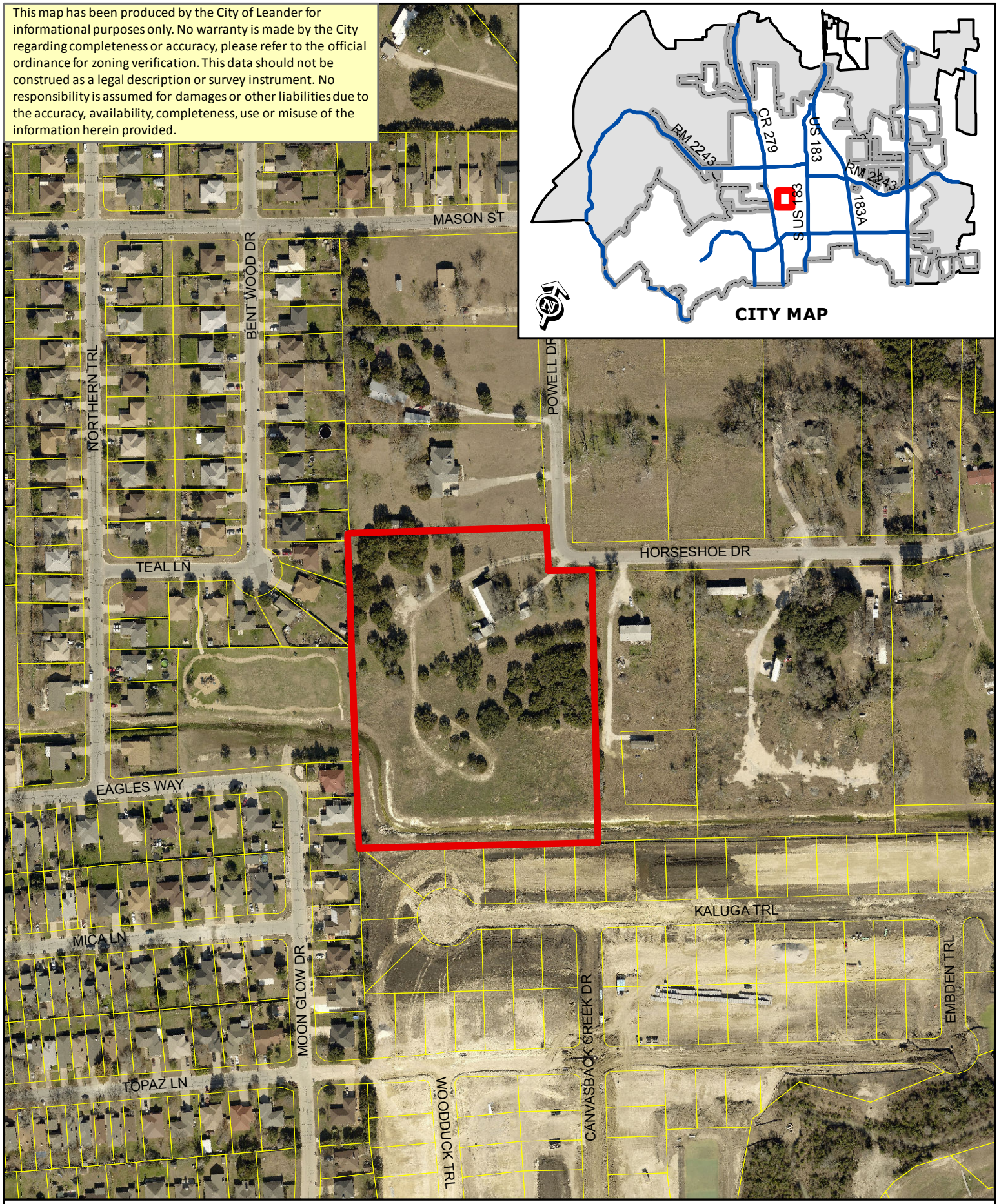
Proposed Zoning Map - Leander Heights PUD

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 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 |

N

0 200

Feet




# ZONING CASE 16-Z-002 Attachment #6

Aerial Exhibit - Approximate Boundaries
523 Powell Drive

0 200
Feet

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.

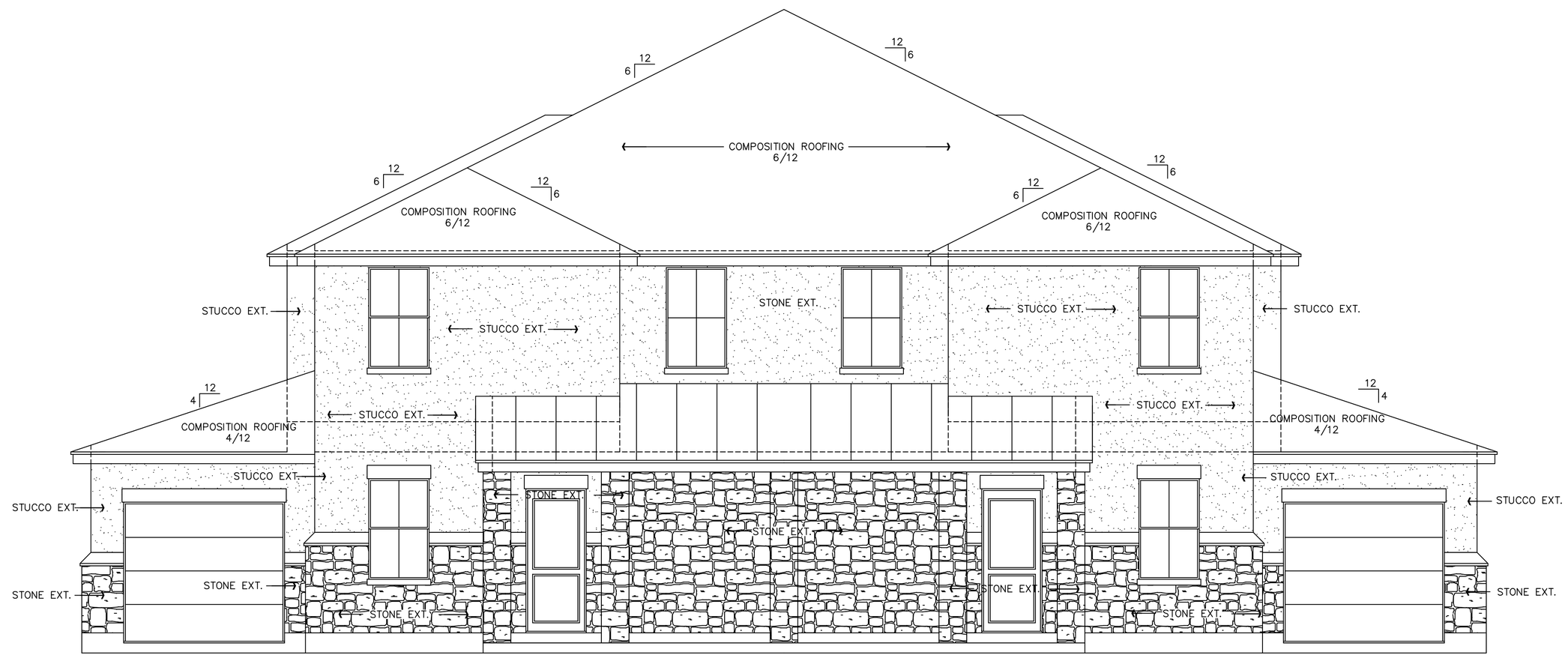
11. LOCATION OF BUILDINGS: Buildings may be oriented to the interior of the site and multiple buildings may front a common green. Building setbacks and separations shall be designed in accordance with the standards previously specified.

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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EXHIBIT 1

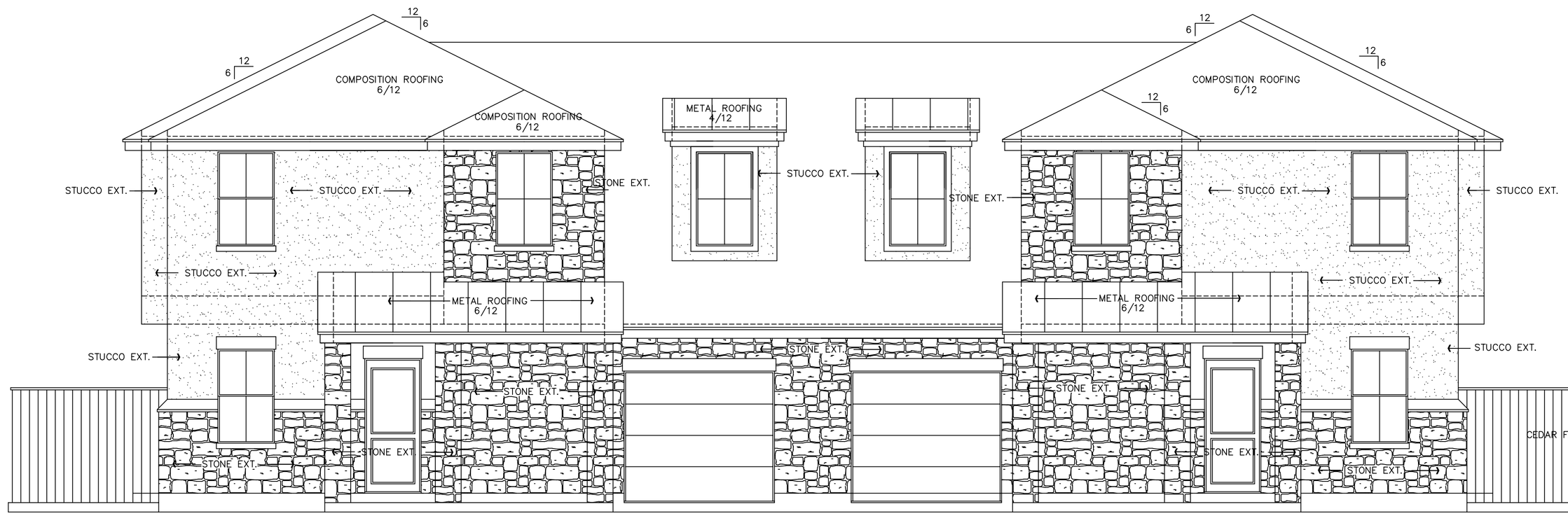
THE VILLAGE ADDITION
801 APACHE TRAIL
Leander, TX 78641

DESIGN ORIGINALS of Texas
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 |

Design Originals Is A Professional Building Design Firm. We Are Not Qualified To Nor Licensed To Design Structural Framing Or Foundations. A Licensed Professional Engineer Should Be Consulted Regarding The Framing And Foundation. Should An Engineer's Seal Be Present On These Drawings, The "Engineer Of Record" Shall Bear The Responsibility For The Structural Design. Design Originals, Inc. Will Not Be Held Responsible For The Structural Design In Any Way/Or Any Problems Which My Arise.




FRONT ELEVATION

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

FRONT ELEVATION

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

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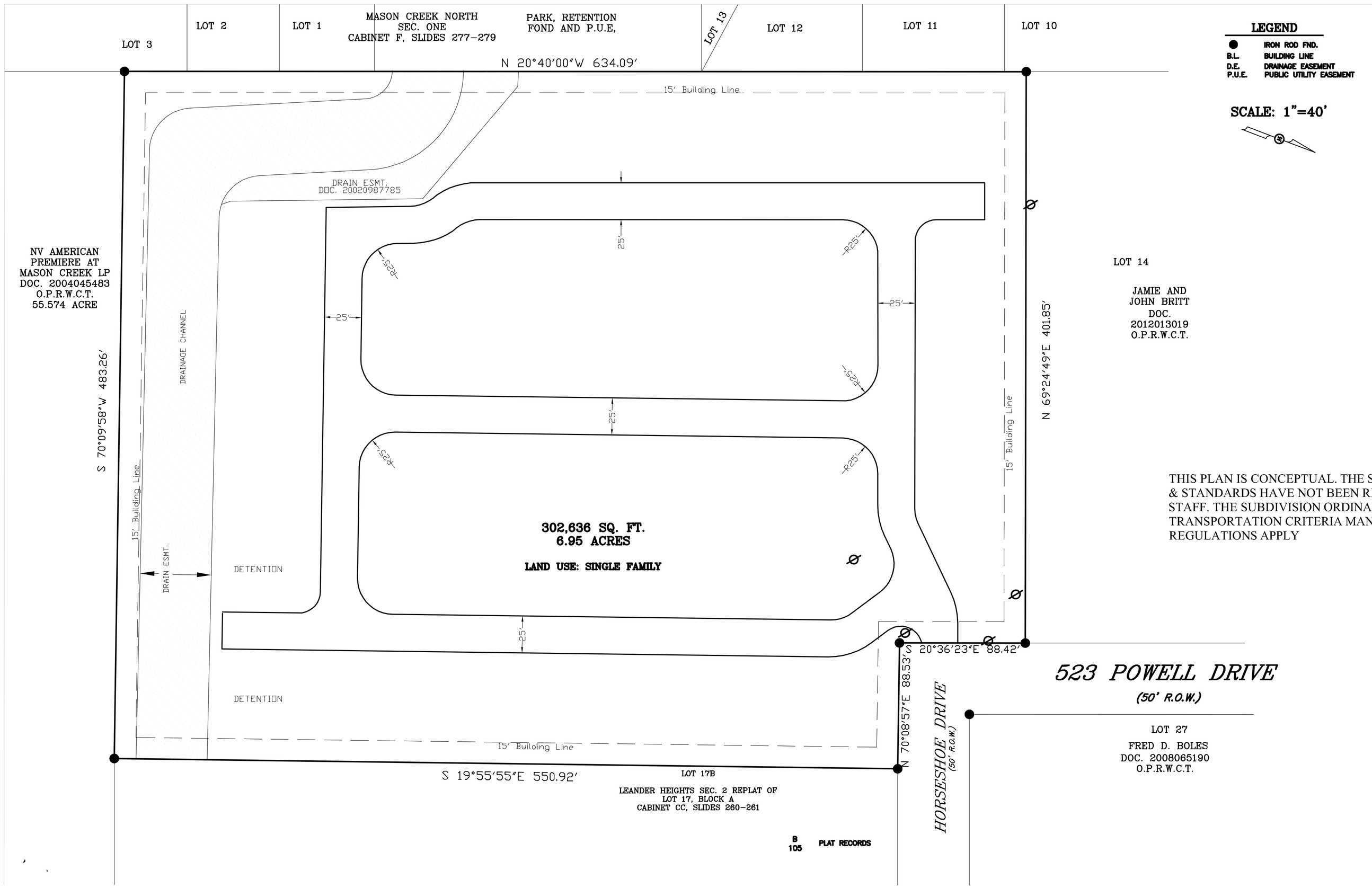
AUSTIN, TX. 78726
OFFICE (512) 331-1775

MONTERRYEY BROTHERS

| |
|---|
| JOB # A9882 |
| DATE: 10-11-15 |
| REVISION: |
| DRAWN BY: JCD/MSD |




**LEGEND**

| | |
|---|---|
| ● | IRON ROD FND. |
| B.L. | BUILDING LINE |
| D.E. | DRAINAGE EASEMENT |
| P.U.E. | PUBLIC UTILITY EASEMENT |

**SCALE: 1"=40'**

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

WARNING !!!! CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

NOT FOR CONSTRUCTION

| NO. | DATE | REVISION | BY |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |

THIS DOCUMENT IS RELEASED FOR REVIEW AND COORDINATION ONLY BY TEXAS R.P.E.
GARY ELI JONES
# 79198
ON THE DATE SHOWN. THIS DOCUMENT SHALL NOT BE USED FOR CONSTRUCTION.
Sep 03, 2014

TBPE FIRM No. 10967
CARTEX ENGINEERING SERVICES, INC.
700 THERESA COVE, CEDAR PARK, TX 78613
512-918-0819 (F) 512-532-0560
gej@texas@gmail.com

CITY OF LEANDER, WILLIAMSON COUNTY, TX

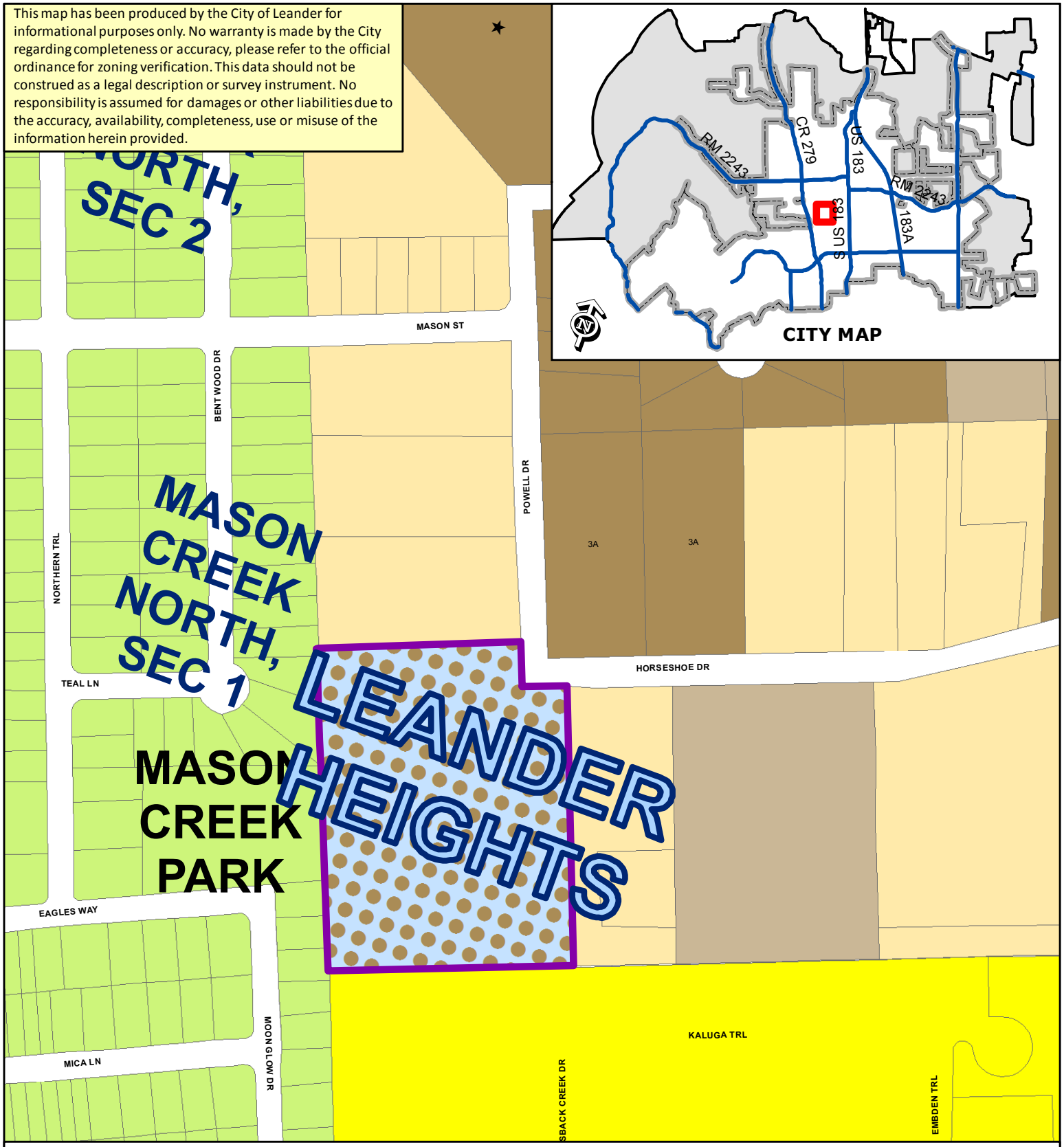
# EXHIBIT "B"

## CONCEPTUAL SITE LAYOUT & LAND USE PLAN

LEANDER HEIGHTS PUD

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

SHEET 1 OF 1




**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 |

N

0 200

Feet

**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,

Josh Becker

**ORDINANCE NO # 16-021-00**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO PUD (PLANNED UNIT DEVELOPMENT) WITH THE FOLLOWING BASE ZONING DISTRICTS: SFC-2-A (SINGLE-FAMILY COMPACT), SFU-2-A (SINGLE-FAMILY URBAN), SFS-2-A (SINGLE-FAMILY SUBURBAN), AND MF-2-A (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 parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 230 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "B", generally located to the east of the eastern terminus of E San Gabriel Pkwy at the intersection with CR 270, on east of CR 270; legally described as Lot 1 out of the South San Gabriel Ranches Subdivision, 190 acres more or less out of the L. B. Johnson Survey, and 29 acres more or less out of the H. Garmes Survey, more particularly described in Document Numbers 2015086258, 2015093770, 19838370DRA Official Public Records of Williamson County, Texas, and identified by tax identification number R037768, R032201, R051334, R099151, R032200, and R032109.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to PUD (Planned Unit Development) with the following base zoning districts: SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), SFS-2-A (Single-Family Suburban), and MF-2-A (Multi-

Family) known as the Palmera Bluffs PUD. 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 18th of February, 2016
**FINALLY PASSED AND APPROVED** on this the 3rd day of March, 2016

**THE CITY OF LEANDER, TEXAS**

_____
Christopher Fielder, Mayor

**ATTEST:**

_____
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.

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.

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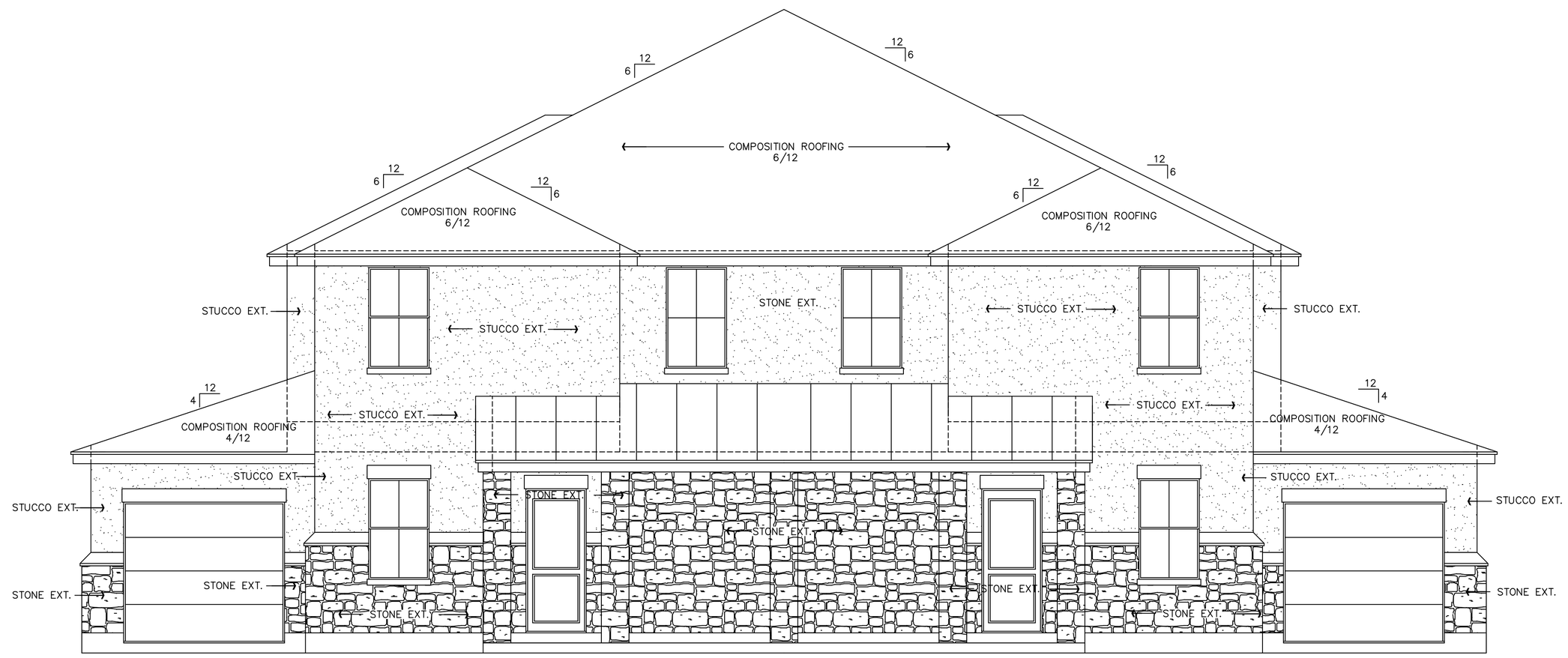


FRONT ELEVATION

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

ELEVATIONS

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

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EXHIBIT 1

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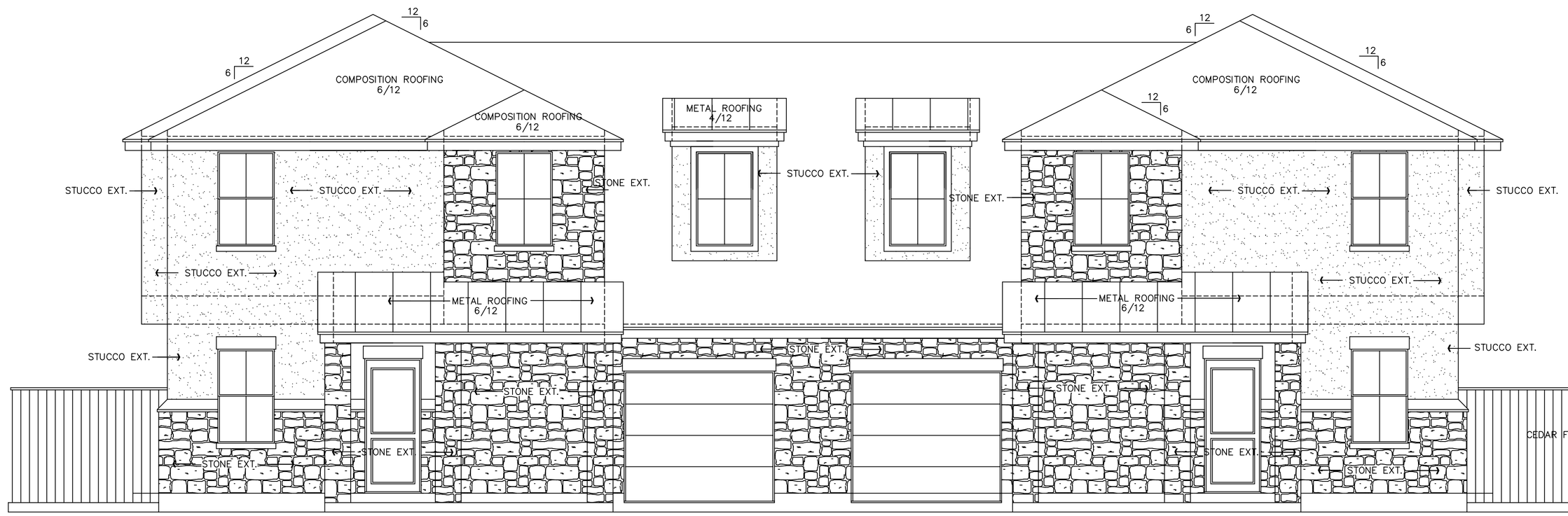
home design center
10713 RR N 620, STE. 515
AUSTIN, TX. 78726
OFFICE (512) 331-1775

MONTERRYEY BROTHERS

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

Design Originals Is A Professional Building Design Firm. We Are Not Qualified To Nor Licensed To Design Structural Framing Or Foundations. A Licensed Professional Engineer Should Be Consulted Regarding The Framing And Foundation. Should An Engineer's Seal Be Present On These Drawings, The "Engineer Of Record" Shall Bear The Responsibility For The Structural Design. Design Originals, Inc. Will Not Be Held Responsible For The Structural Design In Any Way/Or Any Problems Which My Arise.

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

FRONT ELEVATION

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

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OFFICE (512) 331-1775

MONTERRYEY BROTHERS

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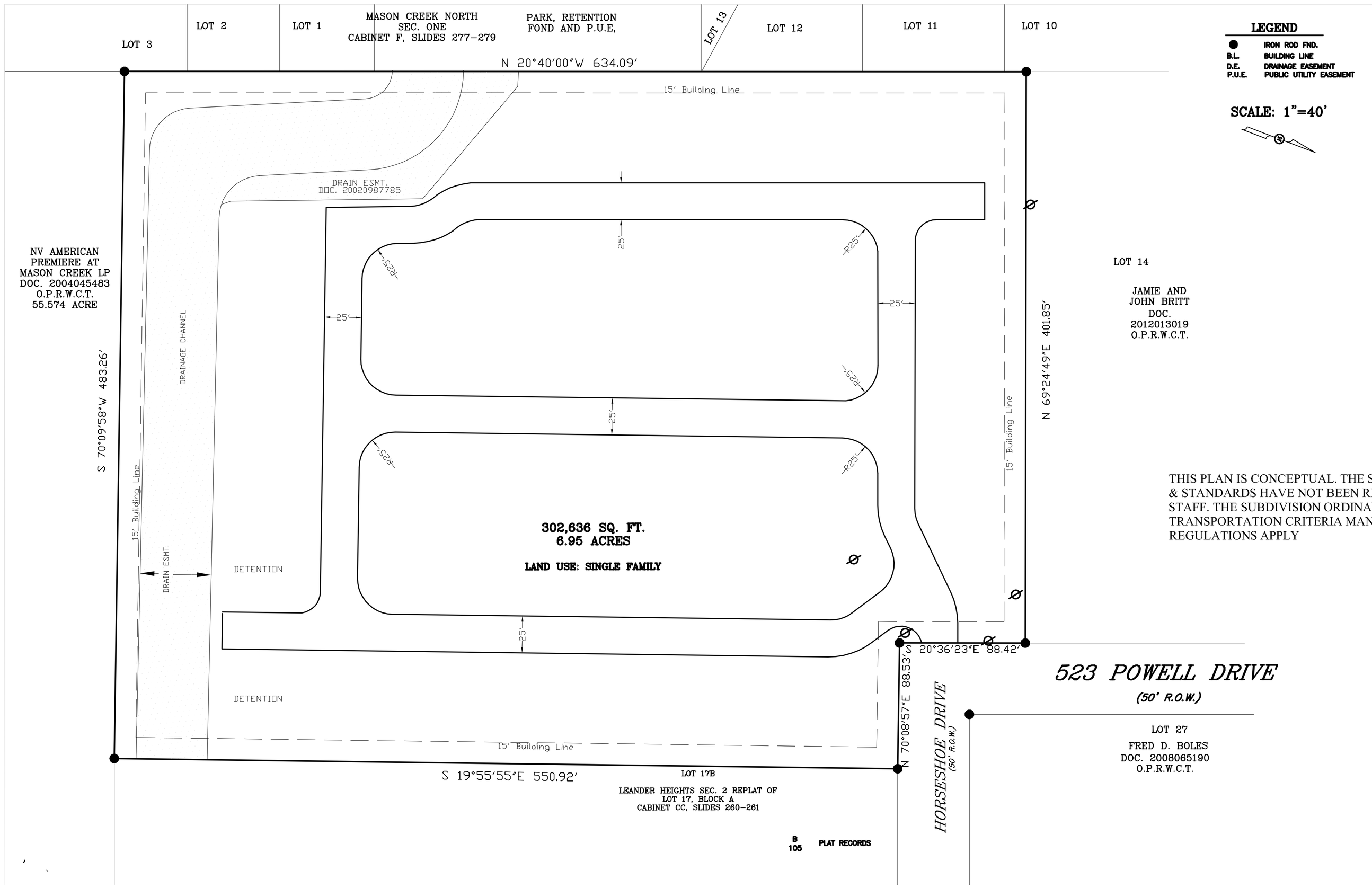
| JOB # A9882 |
| DATE: 10-11-15 |
| REVISION: |
| DRAWN BY: JCD/MSD |




**LEGEND**

| | |
|---|---|
| ● | IRON ROD FND. |
| B.L. | BUILDING LINE |
| D.E. | DRAINAGE EASEMENT |
| P.U.E. | PUBLIC UTILITY EASEMENT |

**SCALE: 1"=40'**

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NOT FOR CONSTRUCTION

| NO. | DATE | REVISION | BY |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |

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GARY ELI JONES
# 79198
ON THE DATE SHOWN. THIS DOCUMENT SHALL NOT BE USED FOR CONSTRUCTION.
Sep 03, 2014

TBPE FIRM No. 10967
CARTEX ENGINEERING SERVICES, INC.
700 THERESA COVE, CEDAR PARK, TX 78613
512-918-0819 (F) 512-532-0560
gej@texas@gmail.com

CITY OF LEANDER, WILLIAMSON COUNTY, TX

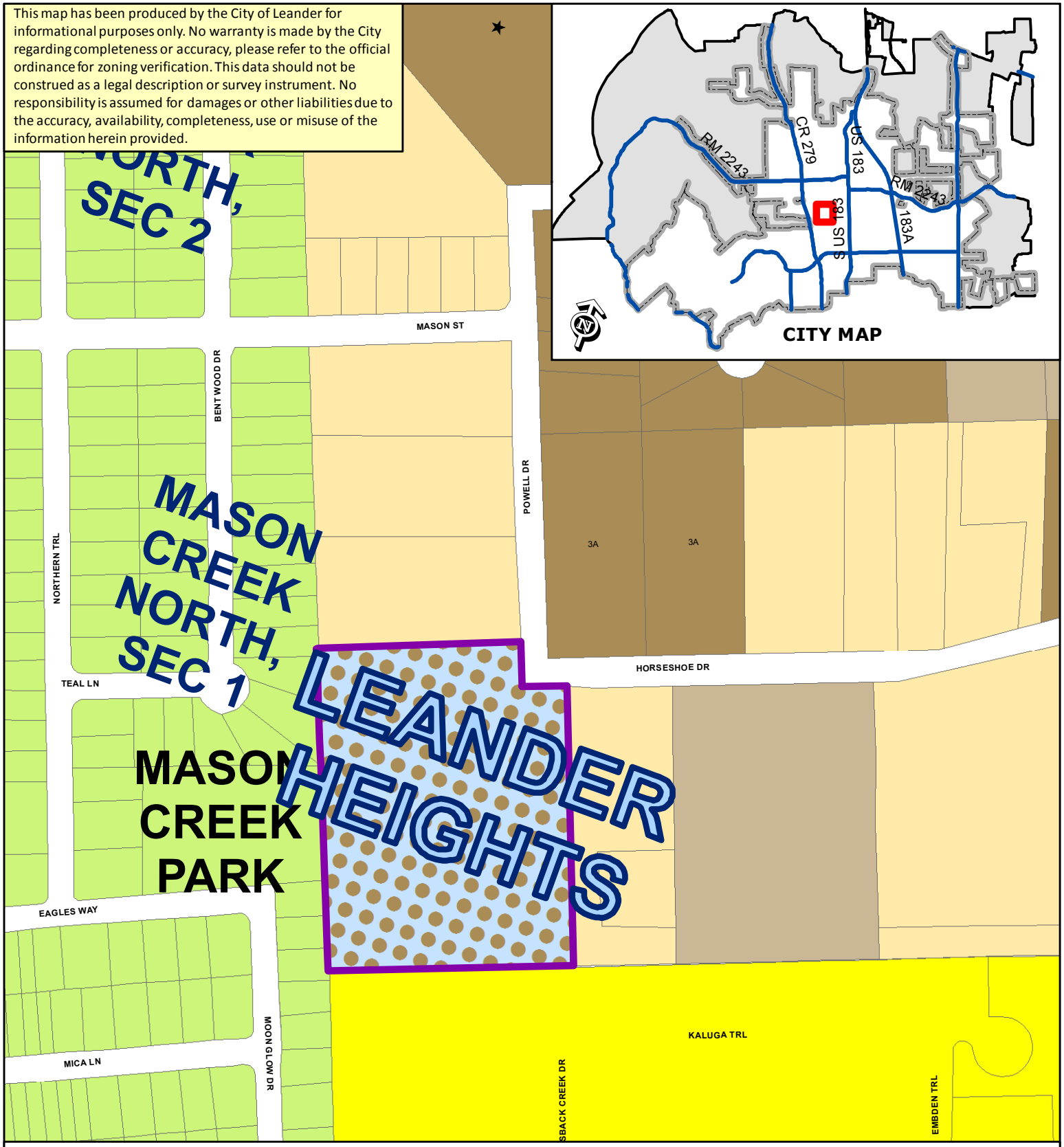
# EXHIBIT "B"

## CONCEPTUAL SITE LAYOUT & LAND USE PLAN

LEANDER HEIGHTS PUD

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

SHEET 1 OF 1




**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 |

N

0 200

Feet

**AGENDA ITEM # 10**

**Executive Summary**

**April 07, 2016**

---

**Agenda Subject:** License Agreement Case 16-LA-003: Consideration of a License Agreement for the installation and maintenance of irrigation within the Nolan Ranch Road, Myrna Bend, and Carlene Pruett Street rights-of-way within the Stewart Crossing Subdivision.

**Background:** This Stewart Crossing Homeowners Association is requesting a license agreement to construct, install, and maintain irrigation located within the Nolan Ranch Road, Myrna Bend, and Carlene Pruett Street rights-of-way within the Stewart Crossing Subdivision.

**Origination:** Applicant: Jones and Carter on behalf of the Stewart Crossing Homeowners Association.

**Financial Consideration:** None

**Recommendation:** Staff recommends approval of the license agreement.

**Attachments:**

1. License Agreement
2. Location Exhibit
3. Request Letter

**Prepared By:** Tom Yantis, AICP
Assistant City Manager 03/31/2016

# LICENSE AGREEMENT

The City of Leander, Texas a municipal corporation and political subdivision of the State of Texas situated in Williamson County, Texas ("the City" or "Licensor"), and the Stewart Crossing Homeowners Association, a Texas non-profit corporation, ("Licensee") enter into this License Agreement ("Agreement") on this the __ day of _____, 2016, upon the terms and conditions set forth below.

**I. PURPOSE OF LICENSE AGREEMENT.** The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, installation, and maintenance of the following improvements for the Stewart Crossing, Phase 1 Subdivision (the "Subdivision") located in the rights-of-way of Nolan Ranch Road, Myrna Bend, and Carlene Pruett Street, Leander, Williamson County, Texas being: irrigation sleeves (4- and 6-inch) and associated irrigation lines and appurtenances; hereinafter referred to as the "Improvements". The locations of the rights-of-way containing the Improvements are more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

The above-described properties, hereinafter referred to as the "licensed property", are further shown in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes.

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that: (A) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (B) that all construction and installation of the Improvements will be completed in a timely manner without delay; (C) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction plans must be approved by the City; and (D) any Improvements located in the City's right-of-way shall be subject to City approval prior to placement and installation. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

**II. FEE.** No annual fee shall be due in connection with this Agreement.

**III. THE CITY'S RIGHTS TO LICENSED PROPERTY.** This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property.

Said uses of the licensed property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time without notice, assuming no obligation to Licensee, to remove any of the licensed Improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

**IV. INSURANCE.** Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than $600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall include the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and property within the licensed property. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the effective date of this Agreement.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

**V. INDEMNIFICATION.** Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction or maintenance of the Improvements or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's act of entering into this Agreement shall not be deemed to be a “negligent or willful act.”

**VI. CONDITIONS.**

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or repair of the Improvements. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the licensed property and the Improvements in good

condition and making any necessary repairs to the Improvements at its expense.

C. Modification of Improvements. Licensee agrees that modification of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to any modification of the Improvements. Any such modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this Agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this Agreement.

| **Licensee Address** | **Licensor Address** |
|---|---|
| Stewart Crossing Homeowners Association<br>c/o Goodwin Mgmt<br>11149 Research Blvd., Suite 100<br>Austin, Texas 78759 | City of Leander<br>Attention: City Manager<br>P.O. Box 319<br>Leander, Texas 78641 |

**VII. COMMENCEMENT AND TERMINATION.** This Agreement shall begin with the effective date and continue thereafter for so long as Licensee is constructing or maintaining the Improvements as set forth herein. If Licensee abandons construction or maintenance of all or any part of the Improvements or licensed property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period. The City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter the licensed property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

**VIII. TERMINATION.**

A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Improvements, that it made from the licensed property within the thirty day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

B. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The licensed Improvements, or a portion of them, interfere with the City's right-of-way;

2. Use of the right-of-way area becomes necessary for a public purpose;

3. The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not to be remediable by alteration or maintenance of such Improvements;

4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

**IX. EMINENT DOMAIN.** If eminent domain is exerted on the licensed property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and Improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

**X. INTERPRETATION.** Although drawn by the City, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

**XI. APPLICATION OF LAW.** This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

**XII. VENUE.** Venue for all lawsuits concerning this Agreement will be in Williamson County, Texas.

**XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT.** This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

**XIV. ASSIGNMENT; HOMEOWNER'S ASSOCIATION.** (a) Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld.

(b) The City Manager may approve an assignment, sublease, or transfer of interest in this Agreement to a home owner's association for the Subdivision (the "HOA") that meets the requirements of this paragraph. The HOA must have been legally established; maintenance

obligations for the Improvements must have been assigned to the HOA; and the HOA must have a binding, continuing responsibility for the maintenance and operation of the Improvements and shall establish adequate funding for such maintenance and operation. The HOA's maintenance obligation shall be noted on the plat for the Subdivision and in the restrictive covenants filed of record for the Subdivision in a form that is acceptable to the City. The restrictive covenants shall provide for a monthly or annual assessment sufficient to fund the maintenance and operation of the Improvements, shall give the City the authority to judicially enforce the covenants requiring adequate assessments to be made and collected and the streets to be maintained and repaired; and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement; provided that nothing herein shall obligate the City to maintain and repair the Improvements. This Agreement may not be assigned, sublet, or transferred until the Licensee or the HOA submits proof to the City of compliance with this paragraph and the insurance requirements under this Agreement. Subject to compliance with this paragraph and the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

**ACCEPTED,** this the ____ day of _____, 2016.

**LICENSOR: CITY OF LEANDER, TEXAS**

By: _____
Name: Kent Cagle
Title: City Manager

**LICENSEE: _____**

By: _____
Name: _____
Title: President

**THE STATE OF TEXAS §**
**COUNTY OF _____ §**

This instrument was acknowledged before me on this the _____ day of _____ , 20__, by Kent Cagle, City Manager for the City of Leander, Texas, on behalf of the City.

_____
Notary Public - State of Texas

**THE STATE OF TEXAS §**
**COUNTY OF _____ §**

This instrument was acknowledged before me on this the day of , 20__, by _____, _____ of the _____, on behalf of said entity.

_____
Notary Public - State of Texas

Scale: 1" = 20'-0"

DATE
08/11/2015

PIPE WILL BE SIZED AS FOLLOWS

1/2" – MAX. 4 GPM
3/4" – MAX. 8 GPM
1" – MAX. 16 GPM
1.25" – MAX. 26 GPM
1.5" – MAX. 32 GPM
2" – MAX. 50 GPM

IrrigationDesignService.Com

LEGEND

- HUNTER PROS-04-PRS30-CV-R WITH PRO SPRAY NOZZLES
- HUNTER PROS-04-CV-R WITH MP ROTATOR NOZZLES
- HUNTER PROS-04-PRS30-CV-R WITH PCN 1 GPM BUBBLER
- HUNTER PGV-201G 1.5"& 2" VALVE WITH FLOW CONTROL
  HUNTER PCZ-40 1"& 1.5" VALVE FOR DRIP ZONES
- HUNTER I-CORE 24 STATION CONTROLLER
- FEBCO 850 – 2" DOUBLE CHECK VALVE
- FEBCO 650a – 2" FILTER
- M.V. = MASTER VALVE I.V. = ISOLATION VALVE
- 2.5" MAINLINE
- HUNTER FLOW-SYNC HFS WITH FCT-200 FLOW SENSOR
- HUNTER SOLAR-SYNC RAIN/FREEZE SENSOR
- DRIPLINE – NETAFIM TLRWP9-12 .9GPH EMITTERS 12" APART
- 4" SCHEDULE 40 PVC SLEEVE
- W WELL PRODUCING 35 GPM @ 60 PSI

~~WELL WATER~~

~~ALL PIPING, FITTINGS, ACCESS BOX COVERS, DRIP TUBING AND POP-UP HEAD TOPS SHALL BE PURPLE IN COLOR.~~

N/A

CHECK WITH LOCAL LAWS, RULES, AND INSTALLATION TECHNIQUES TO ENSURE PROPER PROTECTION FROM CONTAMINATION AND FREEZING TEMPERATURES

Keith Covet Landscape Architect
Landscape Architecture • Site Planning • Sustainable Design
1714 Lake Creek Avenue
Austin, TX 78704
P: 512.221.0140
keith@kcla.com

STATE OF TEXAS
JOE DOUG REY
720
LICENSED
LANDSCAPE ARCHITECT

ISSUED:

Stewart Crossing
Leander, TX

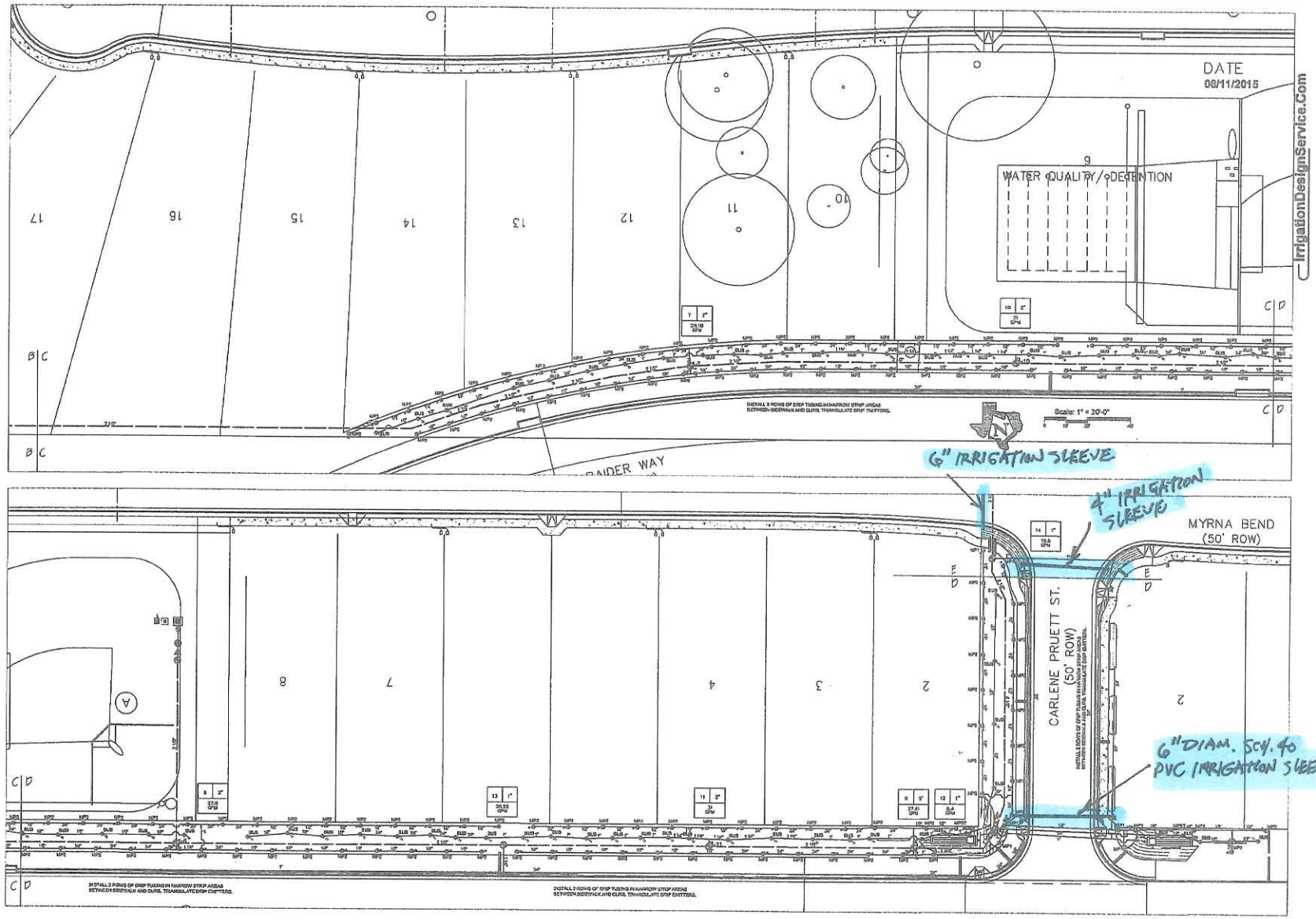
LANDSCAPE IRRIGATION PLAN WOODVIEW DR.

PROJECT NO.
FILE:
DRAWN BY: JDK
REVIEWED BY:
DATE: 08-11-2015

REVISIONS:

SHEET NO.:
11

SHEET 1 of 3




Keith Covet Landscape Architect
Landscape Architecture · Site Planning · Sustainable Design
1714 Bee Cave Road Avenue
Austin, TX 78704
Ph 512.474.0000
keith@covetarchitecture.com

STATE OF TEXAS
JOE DOUG REY
733
LICENSED LANDSCAPE ARCHITECT

ISSUED:

# Stewart Crossing

Leander, TX

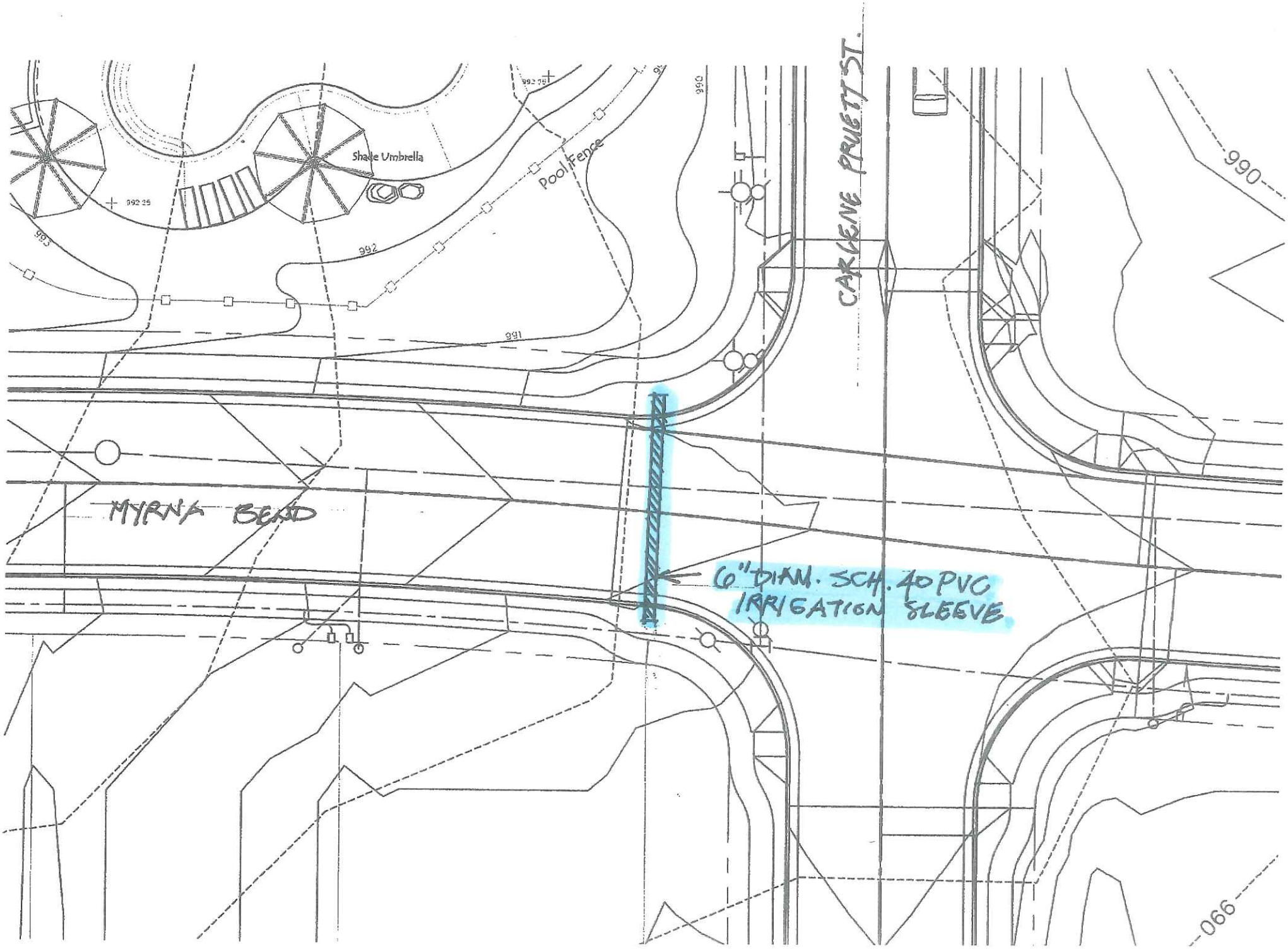
LANDSCAPE
IRRIGATION
PLAN
RAIDER WAY

PROJECT NO.
FILE:
DRAWN BY: JDK
REVIEWED BY:
DATE: 08-11-2015

REVISIONS:

SHEET NO.:
12

SHEET 2 of 3


Shade Umbrella
Pool Fence
992.25
992.75
993
992
991
990
CARLENE PRUETT ST.
MYRNA BEAD
6" DIAM. SCH. 40 PVC
IRRIGATION SLEEVE
990
066

# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 1/28/2016

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

| | |
|---|---|
| PRODUCER NAME, CONTACT PERSON AND ADDRESS<br>PHONE (A/C, No, Ext): 714-505-7000<br>R.K. Gore & Associates Insurance Brokers, L.P.<br>15901 Red Hill Ave Suite 100<br>Tustin CA 92780<br>FAX (A/C, No): 714-573-1770 E-MAIL ADDRESS: | COMPANY NAME AND ADDRESS: Endurance American Specialty<br>NAIC NO:<br>IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH |
| CODE: SUB CODE:<br>AGENCY CUSTOMER ID #: | POLICY TYPE: Commercial Package (Builders Risk / Property) |
| NAMED INSURED AND ADDRESS<br>Meritage Homes Corporation<br>8800 East Raintree Dr, Ste 300<br>Scottsdale, AZ 85260 | LOAN NUMBER<br>POLICY NUMBER: IMP100078607-00<br>EFFECTIVE DATE: 10/01/2015 EXPIRATION DATE: 10/01/2016 ☐ CONTINUED UNTIL TERMINATED IF CHECKED |
| ADDITIONAL NAMED INSURED(S) | THIS REPLACES PRIOR EVIDENCE DATED: |

**PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required)** ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
EVIDENCE OF COVERAGE

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 EVIDENCE OF PROPERTY INSURANCE 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.

**COVERAGE INFORMATION** PERILS INSURED: ☐ BASIC ☐ BROAD ☐ SPECIAL ☒ All Risk Incl Flood & EQ

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 30,000,000 DED: 25,000

| | YES | NO | N/A | | |
|---|---|---|---|---|---|
| ☒ BUSINESS INCOME ☐ RENTAL VALUE | X | | | If YES, LIMIT: | X Actual Loss Sustained; # of months: |
| BLANKET COVERAGE | X | | | If YES, indicate value(s) reported on property identified above: $ | |
| TERRORISM COVERAGE | | X | | Attach Disclosure Notice / DEC | |
| IS THERE A TERRORISM-SPECIFIC EXCLUSION? | X | | | | |
| IS DOMESTIC TERRORISM EXCLUDED? | | | X | | |
| LIMITED FUNGUS COVERAGE | X | | | If YES, LIMIT: 15,000 | DED: |
| FUNGUS EXCLUSION (If "YES", specify organization's form used) | | | X | | |
| REPLACEMENT COST | X | | | | |
| AGREED VALUE | | | X | | |
| COINSURANCE | | | X | If YES, % | |
| EQUIPMENT BREAKDOWN (If Applicable) | | | X | If YES, LIMIT: | DED: |
| ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg | X | | | If YES, LIMIT: Covered | DED: |
| - Demolition Costs | X | | | If YES, LIMIT: 2,500,000 | DED: |
| - Incr. Cost of Construction | X | | | If YES, LIMIT: INCL | DED: |
| EARTH MOVEMENT (If Applicable) | X | | | If YES, LIMIT: 10,000,000 | DED: See Remarks |
| FLOOD (If Applicable) | X | | | If YES, LIMIT: 10,000,000 | DED: See Remarks |
| WIND / HAIL INCL ☐ YES ☒ NO Subject to Different Provisions: | | | X | If YES, LIMIT: | DED: |
| NAMED STORM INCL ☒ YES ☐ NO Subject to Different Provisions: | | | X | If YES, LIMIT: 30,000,000 | DED: |
| PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS | X | | | | |

**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.

**ADDITIONAL INTEREST**

| | |
|---|---|
| ☐ MORTGAGEE ☐ CONTRACT OF SALE<br>☐ LENDERS LOSS PAYABLE | LENDER SERVICING AGENT NAME AND ADDRESS |
| NAME AND ADDRESS<br>Meritage Homes Corporation<br>8800 East Raintree Dr.Ste 300<br>Scottsdale AZ 85260 | AUTHORIZED REPRESENTATIVE |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**EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)**

Special Conditions:
Coverage Summary

Property/Builders Risk/Mobile Equipment. Builders Risk includes property under construction, inventory, model homes and their
contents and sales trailers and their contents.

This policy insures against risks of direct physical loss or damage, including Earthquake, Flood and Wind, subject to policy terms
and conditions.
$30,000,000 per occurrence. Flood & EQ subject to $10,000,000 sublimit.

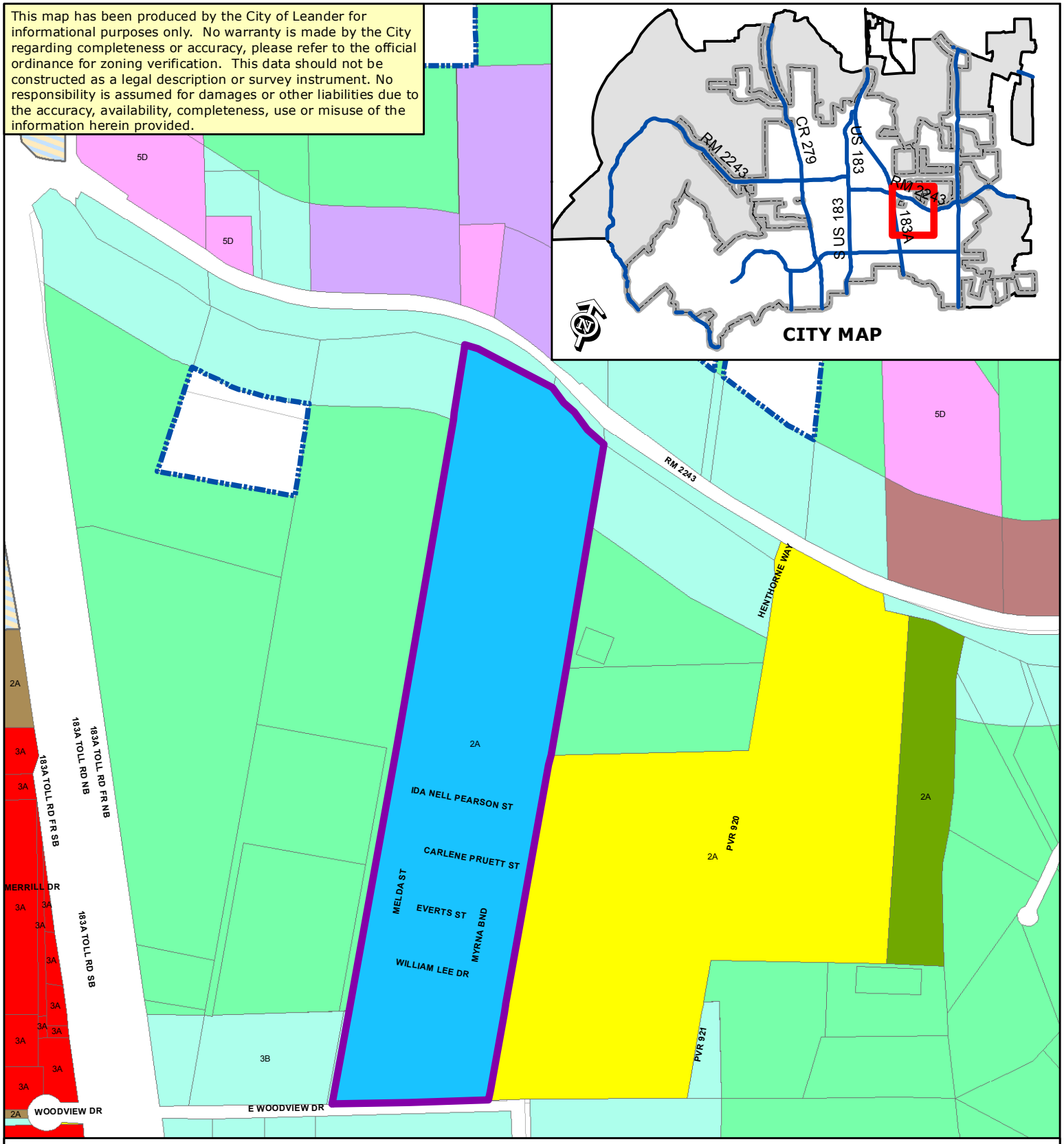
Corporate Locations: Subject to scheduled values per location as outlined in SOV on file with carrier.

Deductible: $25,000 Per Occurrence - all covered perils EXCEPT:

Earthquake: 5% of the actual value per unit of insurance at the time of loss at locations within California, parts of Nevada and ISO
Zone 1, subject to a minimum of $250,000 per occurrence. 2% of the actual vale per unit of insurance at the time of loss at locations
within all other states (ISO Zone 2) subject to a minimum of $250,000 per occurrence.

Flood: 5% of the actual value per unit of insurance at the time of loss at locations wholly or partly within Special Flood Hazard Areas
(SFHA); Flood Zone A & V, areas of 100 year flood zones as defined by FEMA, subject to a $500,000 Minimum. Special Flood
Endorsement applies. All other Flood zones subject to $25,000 deductible.

Wind: 5% of the actual value per unit of insurance at the time of loss at locations wholly or partly within Florida, subject to a minimum
of $500,000 per occurrence. 5% of the actual value per unit of insurance at the time of loss at locations in Tier One counties and
Houston area, subject to a minimum of $250,000 per occurrence. All Other, subject to $25,000 deductible.




# License Agreement - Attachment #2

Location Exhibit - Stewart Crossing Subdivision

| | | | |
|---|---|---|---|
| SFR | SFT | GC | PUD Commercial |
| SFE | SFU/MH | HC | PUD Mixed Use |
| SFS | TF | HI | PUD Multi-Family |
| SFU | MF | PUD | PUD Single-Family |
| SFC | LO | | PUD Townhome |
| SFL | LC | | |

Subject Property

City Limits

Extra-Territorial Jurisdiction

0 1,000

Feet

N

JONES | CARTER

March 11, 2016

1701 Directors Boulevard
Suite 400
Austin, Texas 78744-1024
Tel: 512.441.9493
Fax: 512.445.2286
www.jonescarter.com

Mr. Tom Yantis, AICP
City of Leander
Planning Department
104 N. Brushy Street
Leander, TX 78641

Re: Stewart Crossing Subdivision Section One
License Agreement Application
Leander, Texas

Dear Mr. Yantis:

Jones|Carter is submitting a license agreement application for the referenced project for your review. The license agreement is proposed to cover irrigation sleeves (4- and 6-inch conduits) and associated irrigation lines and appurtenances under the Nolan Ranch Road, Myrna Bend, and Carlene Pruett Street pavement sections that were recently constructed as part of the Stewart Crossing Section One subdivision improvements. The irrigation sleeves and lines are necessary to provide irrigation service to landscape and/or park lots that are bisected by the roadways referenced.

The following items are attached for your review:

1. A completed and signed application
2. A redline copy of the proposed license agreement
3. Three exhibits showing the irrigation sleeve locations
4. A certificate of liability insurance
5. A check for the filing fee

Should you have any questions or need more information, please call me at (512) 441-9493.

Sincerely,

Shawn Graham, P.E.

SCG/jwm
J:\Projects\A738\0001-00\General\Letters\Subdivision Phase1\License Agreement Cover Letter.doc
Attachments
cc: Mr. Joe Copeland – Meritage Homes of Texas LLC

**AGENDA ITEM # 11**

**Executive Summary**

**April 07, 2016**

---

**Agenda Subject:** License Agreement Case 16-LA-004: Consideration of a License Agreement for the installation and maintenance of irrigation, decorative street lights, and landscaping within Merrill Drive right-of-way within the Leander Crossing Subdivision.

**Background:** This Leander Crossing Homeowners Association is requesting a license agreement to construct, install, and maintain irrigation, decorative street lights, and landscaping located within the Merrill Drive right-of-way within the Leander Crossing Subdivision.

**Origination:** Applicant: Leander Crossing Homeowners Association, Inc.

**Financial Consideration:** None

**Recommendation:** Staff recommends approval of the license agreement.

**Attachments:**
1. License Agreement
2. Location Exhibit
3. Request Letter

**Prepared By:** Tom Yantis, AICP
Assistant City Manager 03/31/2016

# LICENSE AGREEMENT

The City of Leander, Texas a municipal corporation and political subdivision of the State of Texas situated in Williamson County, Texas ("the City" or "Licensor"), and the Leander Crossing Homeowners Association, Inc., a Texas non-profit corporation, ("Licensee") enter into this License Agreement ("Agreement") on this the___ day of _____, 2016, upon the terms and conditions set forth below.

**I. PURPOSE OF LICENSE AGREEMENT.** The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, installation, and maintenance of the following improvements for the Leander Crossing Subdivision (the "Subdivision") located in the rights-of-way of Merrill Drive, Leander, Williamson County (shown in Exhibit "A"), Texas being: landscaping, irrigation, decorative street light installation (attached as Exhibit "B"), and maintenance; hereinafter referred to as the "Improvements". The locations of the rights-of-way containing the Improvements are more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

The above-described properties, hereinafter referred to as the "licensed property", are further shown in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes.

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that: (A) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (B) that all construction and installation of the Improvements will be completed in a timely manner without delay; (C) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction plans must be approved by the City; and (D) any Improvements located in the City's right-of-way shall be subject to City approval prior to placement and installation. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

**II. FEE.** No annual fee shall be due in connection with this Agreement.

**III. THE CITY'S RIGHTS TO LICENSED PROPERTY.** This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property.

Said uses of the licensed property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time without notice, assuming no obligation to Licensee, to remove any of the licensed Improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

**IV. INSURANCE.** Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than $600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall include the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and property within the licensed property. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the effective date of this Agreement.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

**V. INDEMNIFICATION.** Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction or maintenance of the Improvements or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's act of entering into this Agreement shall not be deemed to be a “negligent or willful act.”

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B. Maintenance. Licensee shall maintain the licensed property and the Improvements in good condition and making any necessary repairs to the Improvements at its expense.

C. Modification of Improvements. Licensee agrees that modification of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to any modification of the Improvements. Any such modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this Agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this Agreement.

| **Licensee Address** | **Licensor Address** |
|---|---|
| Leander Crossing Homeowners Association, Inc.<br>3815 S. Capital of Texas Hwy<br>Barton Creek Plaza III, STE 275<br>Austin, Texas 78704 | City of Leander<br>Attention: City Manager<br>P.O. Box 319<br>Leander, Texas 78641 |

**VII. COMMENCEMENT AND TERMINATION.** This Agreement shall begin with the effective date and continue thereafter for so long as Licensee is constructing or maintaining the Improvements as set forth herein. If Licensee abandons construction or maintenance of all or any part of the Improvements or licensed property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period. The City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter the licensed property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

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1. The licensed Improvements, or a portion of them, interfere with the City's right-of-

way;

2. Use of the right-of-way area becomes necessary for a public purpose;

3. The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not to be remediable by alteration or maintenance of such Improvements;

4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

**IX. EMINENT DOMAIN.** If eminent domain is exerted on the licensed property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and Improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

**X. INTERPRETATION.** Although drawn by the City, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

**XI. APPLICATION OF LAW.** This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

**XII. VENUE.** Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

**XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT.** This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

**XIV. ASSIGNMENT; HOMEOWNER'S ASSOCIATION.** (a) Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld.

(b) The City Manager may approve an assignment, sublease, or transfer of interest in this Agreement to a home owner's association for the Subdivision (the "HOA") that meets the requirements of this paragraph. The HOA must have been legally established; maintenance obligations for the Improvements must have been assigned to the HOA; and the HOA must have a

binding, continuing responsibility for the maintenance and operation of the Improvements and shall establish adequate funding for such maintenance and operation. The HOA's maintenance obligation shall be noted on the plat for the Subdivision and in the restrictive covenants filed of record for the Subdivision in a form that is acceptable to the City. The restrictive covenants shall provide for a monthly or annual assessment sufficient to fund the maintenance and operation of the Improvements, shall give the City the authority to judicially enforce the covenants requiring adequate assessments to be made and collected and the streets to be maintained and repaired; and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement; provided that nothing herein shall obligate the City to maintain and repair the Improvements. This Agreement may not be assigned, sublet, or transferred until the Licensee or the HOA submits proof to the City of compliance with this paragraph and the insurance requirements under this Agreement. Subject to compliance with this paragraph and the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

**ACCEPTED,** this the ____ day of _____, 2016.

**LICENSOR: CITY OF LEANDER, TEXAS**

By: _____
Name: Kent Cagle
Title: City Manager

**LICENSEE: LEANDER CROSSING HOMEOWNERS ASSOCIATION, INC**

By: _____
Name: R. Chris Lynch
Title: Registered Agent

**THE STATE OF TEXAS §**
**COUNTY OF _____ §**

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Kent Cagle, City Manager for the City of Leander, Texas, on behalf of the City.

_____
Notary Public - State of Texas

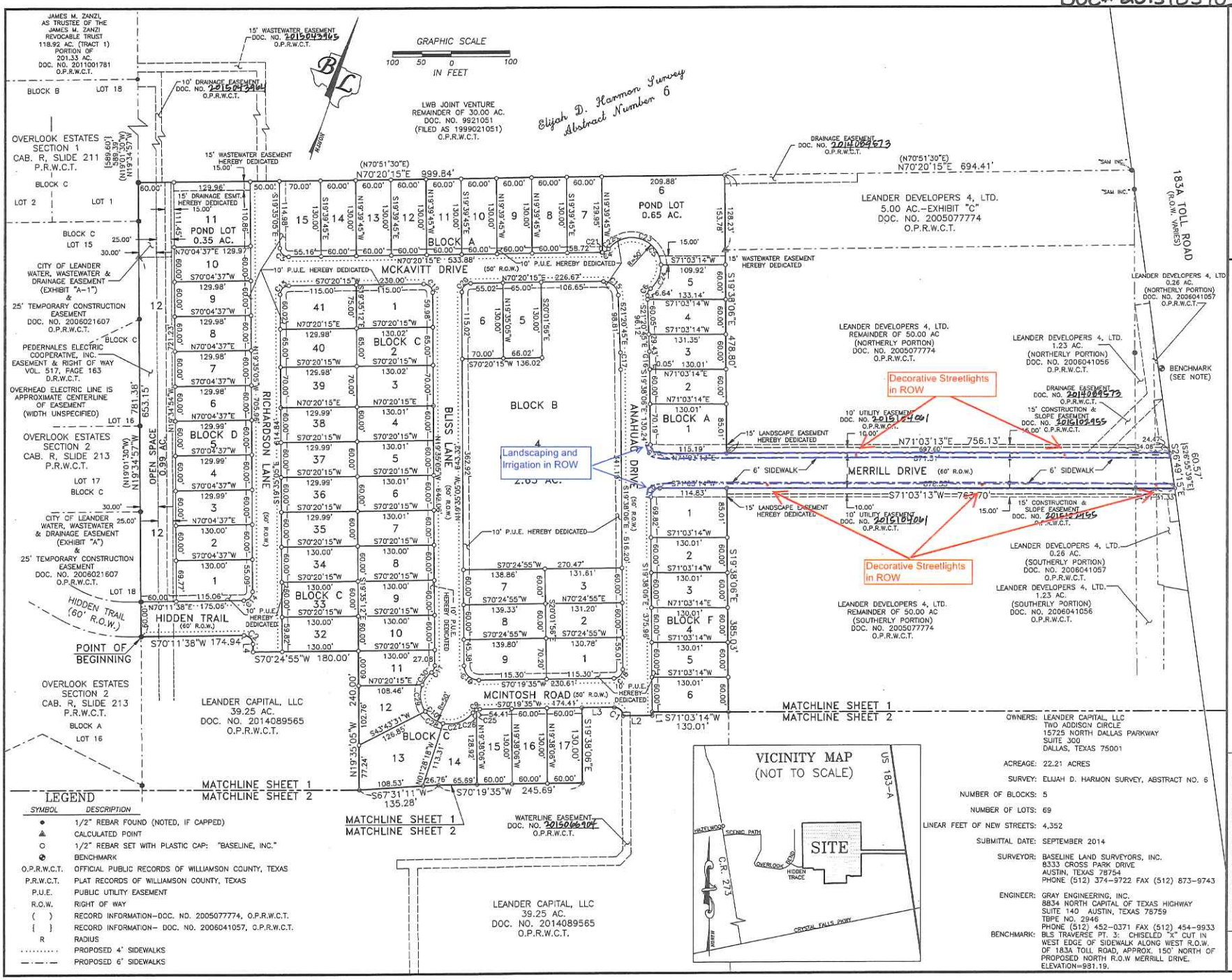
**THE STATE OF TEXAS §**
**COUNTY OF _____ §**

This instrument was acknowledged before me on this the ____ day of , 2016, by _____, _____ of the _____, on behalf of said entity.

_____
Notary Public - State of Texas

**EXHIBIT A**

Doc# 2015105703




OWNERS: LEANDER CAPITAL, LLC
TWO ADDISON CIRCLE
15725 NORTH DALLAS PARKWAY
SUITE 300
DALLAS, TEXAS 75001

ACREAGE: 22.21 ACRES

SURVEY: ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6

NUMBER OF BLOCKS: 5

NUMBER OF LOTS: 69

LINEAR FEET OF NEW STREETS: 4,352

SUBMITTAL DATE: SEPTEMBER 2014

SURVEYOR: BASELINE LAND SURVEYORS, INC.
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
PHONE (512) 374–9722 FAX (512) 873–9743

ENGINEER: GRAY ENGINEERING, INC.
8834 NORTH CAPITAL OF TEXAS HIGHWAY
SUITE 140 AUSTIN, TEXAS 78759
TBPE NO. 2946
PHONE (512) 452–0371 FAX (512) 454–9933

BENCHMARK: BLS TRAVERSE PT. 3: CHISELED "X" CUT IN WEST EDGE OF SIDEWALK ALONG WEST R.O.W. OF 183A TOLL ROAD, APPROX. 150' NORTH OF PROPOSED NORTH R.O.W MERRILL DRIVE. ELEVATION=981.19.


BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN TEXAS 78754
REGISTERED FIRM #10015100
OFFICE: 512.374.9722 FAX: 512.873.9743
ron-baseline@austin.rr.com


# FINAL PLAT
# LEANDER CROSSING
# PHASE ONE

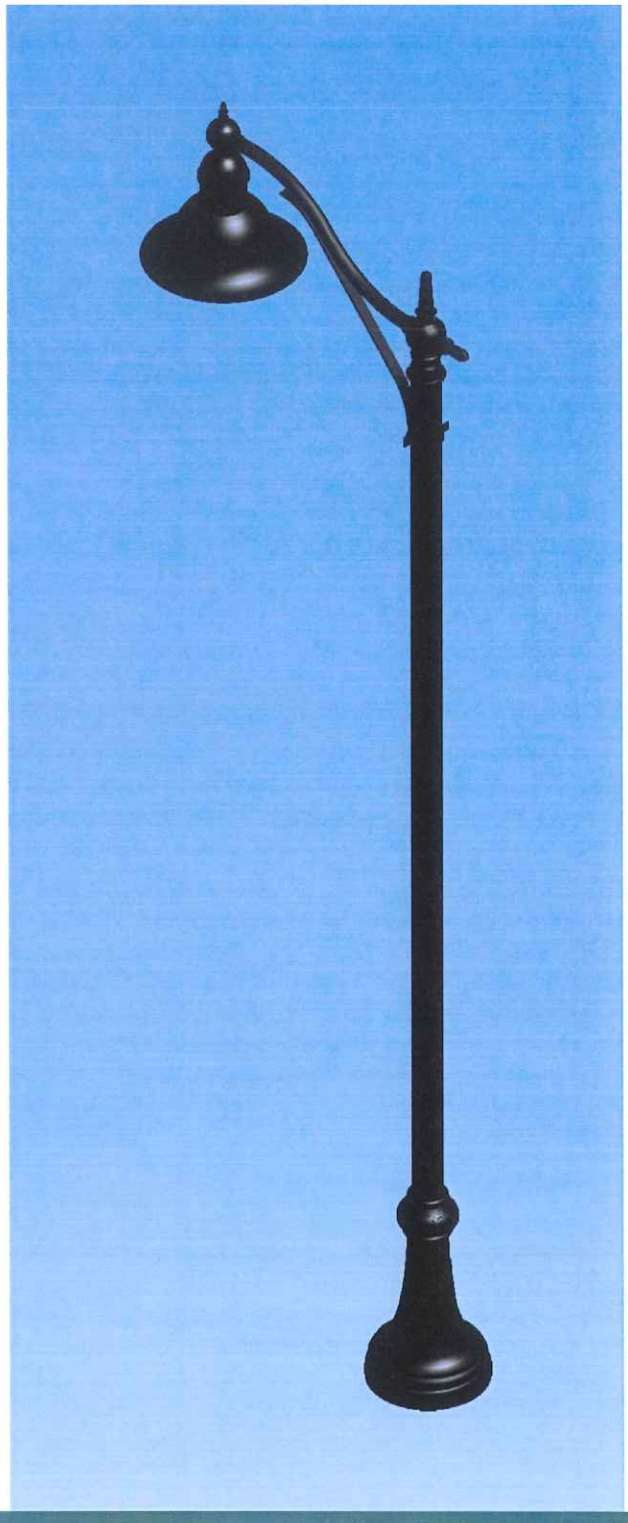
Scale (Hor.): 1"=100'
Date: 08/12/15
Drawn By: RLW
Checked By: SG
Revision 1:
Revision 2:
Revision 3:

SHEET 01 of 03

EXHIBIT B

ANTIQUE Street Lamps™
An Acuity Brands Company

# Deadwood Series
## Lighting Post



*Features of Deadwood Posts*

- *Cast Aluminum is cost effective.*
- *Cast Aluminum is lighter weight for easier installation.*
- *Cast Aluminum can produce finer casting detail.*

- 16'-0" tall deadwood **# PX DW20 16 S5 ANBK**
- BHC Cast Aluminum Crossarm **# BHC45/1 ANBK**
- PH Luminaire **# PH20 150M MED GFL TB1 ANBK**
- Black, polyester powder coat **# ANBK**
- Contact Manf. overall lighting post height

ANTIQUE Street Lamps™
An AcuityBrands Company

| Catalog Number **PX DW20 16 S5 ANBK BHC45/1 ANBK PH20 150M MED GFL TB1 ANBK** | |
|---|---|
| Notes | Type |

# SPECIFICATIONS

**DEADWOOD SERIES**
Deadwood Series Cast Aluminum Post
BHC Series Crossarm
**PH LUMINAIRE**

## POST
Deadwood Series Cast Aluminum Post 20" Dia. Base Extruded Shaft
- 16'-0" post height
- #PX DW20 16 S5 ANBK

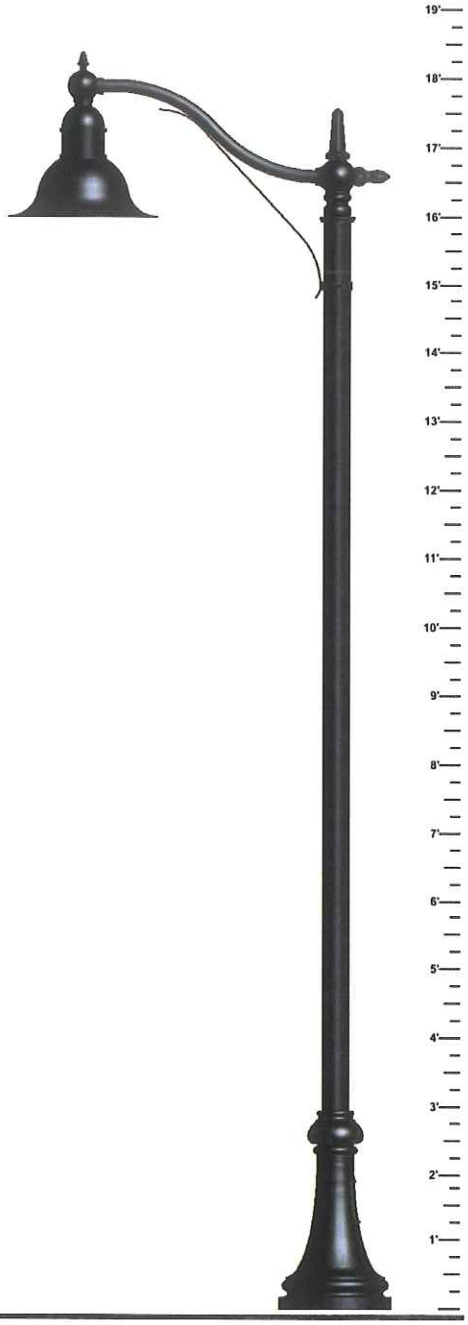
## ARM
BHC Cast Aluminum Crossarm
- mounts to 3T5 post tenon
- #BHC45/1 ANBK

## LUMINAIRE
Roadway Luminaire
- #PH20 150M MED GFL TB1 ANBK

## ACCESSORIES
None.

## INSTALLATION
The luminaire slip-fits the tenon with (6) 1/4" Ø stainless steel set screws. A door shall be provided in the base for anchorage and/or wiring access. The arm slip-fits the post tenon with stainless steel socket set screws.
- 14"Ø bolt circle.
- 0.75" x 18" L-type, hot-dip galvanized anchor bolts. 36000 psi.

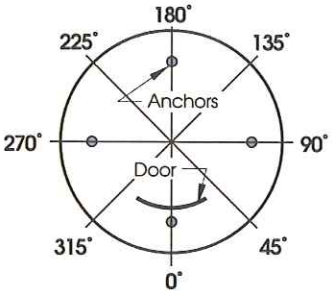
## FINISH
All metal parts are finished with a Black polyester powder coat
- #ANBK




**Dimensions**
- Light Center Height: Contact Manf.
- Overall Post Height: Contact Manf.

**Anchorage/Orientation Plan**

***Street Side***




**Wind Loads**
Windloading for this post and accessories has been checked for the 70 mph winds where the post will be installed and has passed.

Customer Approval:

signature date

Job Name: _____

Client Name: _____

Created By:

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 3/8/2016

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER
Scarbrough Medlin & Associates
5700 Granite Pkwy, #500
Plano TX 75024

CONTACT NAME: MICHELE DAY
PHONE (A/C, No, Ext): (214)423-3333 FAX (A/C, No): (214)423-3350
E-MAIL ADDRESS: MicheleD@scarbrough-medlin.com
PRODUCER CUSTOMER ID: 00011760

INSURED
Leander Crossing HOA, Inc.
c/o Goodwin Mgmt
11149 Research Blvd #100
Austin TX 78759

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Southern Insurance Company | 19216 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES CERTIFICATE NUMBER: 16-17 Property REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Loc# 00001: MERRELL DR LEANDER TX 78641
See Attached Overflow Pages

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.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS |
|---|---|---|---|---|---|---|
| A | X PROPERTY<br>CAUSES OF LOSS / DEDUCTIBLES<br>BASIC / BUILDING<br>BROAD / CONTENTS<br>X SPECIAL<br>EARTHQUAKE<br>WIND<br>FLOOD<br>X Deductible 1000 | CMP5560118 | 3/10/2016 | 3/10/2017 | BUILDING<br>PERSONAL PROPERTY<br>BUSINESS INCOME<br>EXTRA EXPENSE<br>RENTAL VALUE<br>BLANKET BUILDING<br>BLANKET PERS PROP<br>BLANKET BLDG & PP<br>X Common Areas Only | $<br>$<br>$<br>$<br>$<br>$<br>$<br>$<br>$ 265,000 |
| | INLAND MARINE<br>CAUSES OF LOSS<br>NAMED PERILS | TYPE OF POLICY<br>POLICY NUMBER | | | | $<br>$<br>$<br>$ |
| A | X CRIME<br>TYPE OF POLICY | CMP5560118 | 3/10/2016 | 3/10/2017 | X Limit<br>X Deductible | $ 50,000<br>$ 500 |
| | BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | | $<br>$ |
| | | | | | | $<br>$ |

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

For Information Only**********
For Information Only**********
For Information Only**********
For Information Only**********

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

ROD MEDLIN/MRD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# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 3/8/2016

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If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER
Scarbrough Medlin & Associates
5700 Granite Pkwy, #500

Plano TX 75024

CONTACT NAME: MICHELE DAY
PHONE (A/C, No, Ext): (214)423-3333 FAX (A/C, No): (214)423-3350
E-MAIL ADDRESS: MicheleD@scarbrough-medlin.com
PRODUCER CUSTOMER ID: 00011760

INSURED
Leander Crossing HOA, Inc.
c/o Goodwin Mgmt
11149 Research Blvd #100
Austin TX 78759

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Southern Insurance Company | 19216 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES CERTIFICATE NUMBER: 16-17 Property REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Loc# 00001: MERRELL DR LEANDER TX 78641
See Attached Overflow Pages

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|---|---|---|---|---|---|---|
| A | X PROPERTY<br>CAUSES OF LOSS / DEDUCTIBLES<br>BASIC / BUILDING<br>BROAD / CONTENTS<br>X SPECIAL<br>EARTHQUAKE<br>WIND<br>FLOOD<br>X Deductible 1000 | CMP5560118 | 3/10/2016 | 3/10/2017 | BUILDING<br>PERSONAL PROPERTY<br>BUSINESS INCOME<br>EXTRA EXPENSE<br>RENTAL VALUE<br>BLANKET BUILDING<br>BLANKET PERS PROP<br>BLANKET BLDG & PP<br>X Common Areas Only | $<br>$<br>$<br>$<br>$<br>$<br>$<br>$<br>$ 265,000 |
| | INLAND MARINE<br>CAUSES OF LOSS<br>NAMED PERILS | TYPE OF POLICY<br>POLICY NUMBER | | | | $<br>$<br>$<br>$ |
| A | X CRIME<br>TYPE OF POLICY | CMP5560118 | 3/10/2016 | 3/10/2017 | X Limit<br>X Deductible | $ 50,000<br>$ 500 |
| | BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | | $<br>$ |
| | | | | | | $<br>$ |

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Goodwin Mgmt is additional insured as respects to the Crime

CERTIFICATE HOLDER

Goodwin Management
11149 Research #100
Austin, TX 78759

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

ROD MEDLIN/MRD


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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/8/2016

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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**

Scarbrough Medlin & Associates
5700 Granite Pkwy, #500

Plano TX 75024

CONTACT NAME: MICHELE DAY
PHONE (A/C, No, Ext): (214)423-3333 FAX (A/C, No): (214)423-3350
E-MAIL ADDRESS: MicheleD@scarbrough-medlin.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Southern Insurance Company | 19216 |
| INSURER B : Liberty Insurance Underwriters | 19917 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Leander Crossing HOA, Inc
c/o Goodwin Mgmt
11149 Research Blvd #100
Austin TX 78759

**COVERAGES** CERTIFICATE NUMBER: 16-17 Liability 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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | | | CMP5560118 | 3/10/2016 | 3/10/2017 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Employee Benefits | $ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS / SCHEDULED AUTOS<br>X HIRED AUTOS / X NON-OWNED AUTOS | | | CMP5560118 | 3/10/2016 | 3/10/2017 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | Directors & Officers Liability | | | CAP030532-0116 | 3/10/2016 | 3/10/2017 | Limit | $1,000,000 |
| | | | | | | | Deductible | $1,000 |

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

City of Leander is additional insured as respects to the General Liability as per written contract

**CERTIFICATE HOLDER**

City of Leander Plannning Department
104 N. Brushy Street
Leander, TX 78646

**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

ROD MEDLIN/MRD

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# CERTIFICATE OF LIABILITY INSURANCE

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**PRODUCER**

Scarbrough Medlin & Associates
5700 Granite Pkwy, #500

Plano TX 75024

CONTACT NAME: MICHELE DAY
PHONE (A/C, No, Ext): (214)423-3333 FAX (A/C, No): (214)423-3350
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| INSURER(S) AFFORDING COVERAGE | NAIC # |
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| INSURER D : | |
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| INSURER F : | |

**INSURED**

Leander Crossing HOA, Inc
c/o Goodwin Mgmt
11149 Research Blvd #100
Austin TX 78759

**COVERAGES** CERTIFICATE NUMBER: 16-17 Liability REVISION NUMBER:

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | | | CMP5560118 | 3/10/2016 | 3/10/2017 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Employee Benefits | $ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS / SCHEDULED AUTOS<br>X HIRED AUTOS / X NON-OWNED AUTOS | | | CMP5560118 | 3/10/2016 | 3/10/2017 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | Directors & Officers Liability | | | CAP030532-0116 | 3/10/2016 | 3/10/2017 | Limit | $1,000,000 |
| | | | | | | | Deductible | $1,000 |

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

**CERTIFICATE HOLDER**

For Information Only**********
For Information Only**********
For Information Only**********
For Information Only**********

**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

ROD MEDLIN/MRD

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/8/2016

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**

Scarbrough Medlin & Associates
5700 Granite Pkwy, #500

Plano TX 75024

CONTACT NAME: MICHELE DAY
PHONE (A/C, No, Ext): (214)423-3333 FAX (A/C, No): (214)423-3350
E-MAIL ADDRESS: MicheleD@scarbrough-medlin.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Southern Insurance Company | 19216 |
| INSURER B : Liberty Insurance Underwriters | 19917 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Leander Crossing HOA, Inc
c/o Goodwin Mgmt
11149 Research Blvd #100
Austin TX 78759

**COVERAGES** CERTIFICATE NUMBER: 16-17 Liability 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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | | | CMP5560118 | 3/10/2016 | 3/10/2017 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Employee Benefits | $ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS / SCHEDULED AUTOS<br>X HIRED AUTOS / X NON-OWNED AUTOS | | | CMP5560118 | 3/10/2016 | 3/10/2017 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | Directors & Officers Liability | | | CAP030532-0116 | 3/10/2016 | 3/10/2017 | Limit | $1,000,000 |
| | | | | | | | Deductible | $1,000 |

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

Goodwin Mgmt is additional insured as respects to the General Liability and Directors & Officers Liability

**CERTIFICATE HOLDER**

Goodwin Management
11149 Research #100
Austin, TX 78759

**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

ROD MEDLIN/MRD

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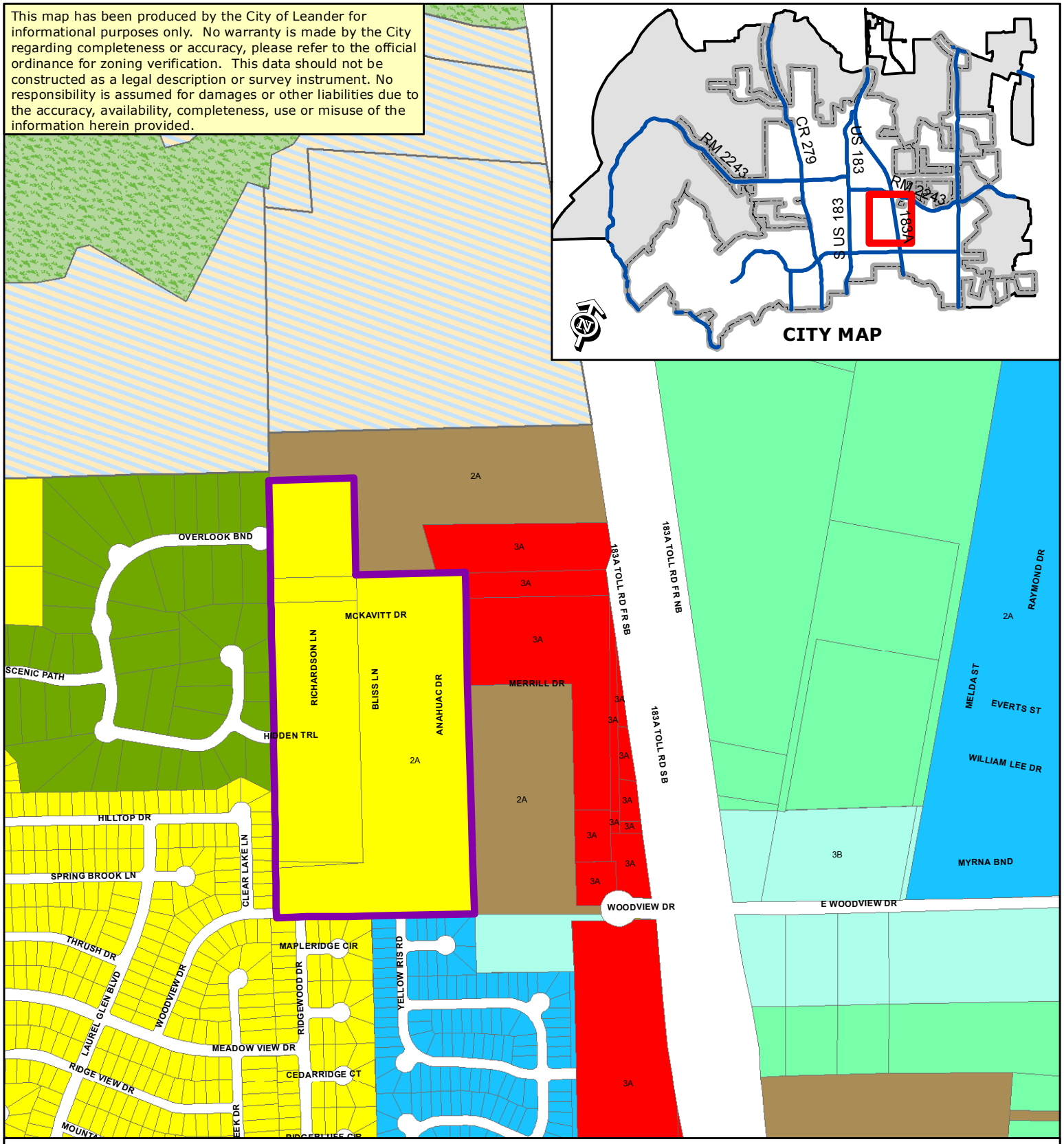


# License Agreement - Attachment #2

Location Exhibit - Leander Crossing Subdivision

| | | | |
|---|---|---|---|
| SFR | SFT | GC | PUD Commercial |
| SFE | SFU/MH | HC | PUD Mixed Use |
| SFS | TF | HI | PUD Multi-Family |
| SFU | MF | PUD | PUD Single-Family |
| SFC | LO | | PUD Townhome |
| SFL | LC | | |

Subject Property

City Limits

Extra-Territorial Jurisdiction

0 1,000

Feet

N

Leander Crossing Homeowners Association, Inc.
3815 S. Capital of Texas Hwy #275
Austin, TX 78704
March 4, 2016

Robin Griffin
Senior Planner
City of Leander Planning Dept.
PO Box 319
Leander, Texas 78646

Dear Robin Griffin:

Please accept this application for a license agreement for the Merrill Drive R.O.W., located in the Leander Crossing Subdivision. We are applying for a license agreement for the following improvements: landscaping, irrigation, decorative street lights, and maintenance of said improvements.

Sincerely,

CHRIS LYNCH
Leander Crossing Homeowners Association, Inc.

Enclosure:

Application, Exhibit, Filing Fees

**AGENDA ITEM # 12**

**Executive Summary**

**April 07, 2016**

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**Agenda Subject:** Zoning Case 15-Z-033: Hold a public hearing and consider action on the rezoning of two parcels located at generally located at the northwest corner of the future intersection of Lakeline Blvd and San Gabriel Pkwy; for 119.932 acres more or less; legally described as 119.932 acres out of the Charles Cochran Survey Abstract No. 134 Williamson County, Texas, WCAD Parcels R031730 and R473812. Currently, the property is zoned Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property SFR-2-A (Single-Family Rural), LC-2-B (Local Commercial), LO-2-B (Local Office) and SFT-2-B (Single-Family Townhouse); Leander, Williamson County, Texas.

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

**Origination:** Applicant: Danny Martin, P.E. on behalf of J.L. Development, Inc. / John Lloyd

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning and Zoning Commission unanimously recommended approval of SFR-2-A (Single-Family Rural), SFT-2-A (Single-Family Townhouse), LO-2-A (Local Office), LC-2-A (Local Commercial) at the March 24, 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. Letter of Intent
8. Ordinance
9. Minutes-Planning & Zoning Commission March 24, 2016

**Prepared By:** Tom Yantis, AICP,
Assistant City Manager 03/31/2016

# PLANNING ANALYSIS

ZONING CASE 15-Z-033
GREATWOOD SOUTH

## GENERAL INFORMATION

**Owner:** J.L. Development, Inc. / John Lloyd

**Current Zoning:** Interim SFR-1-B (Single-Family Rural)

**Proposed Zoning:** SFR-2-A (Single Family Rural)
LO-2-B (Local Office)
LC-2-B (Local Commercial)
SFT-2-B (Single Family Townhouse)

**Size and Location:** The property is located at approximately 270 ft south from the southwest corner of intersection of Great Owl Pass and Council Spring Pass consisting of 119.923 acres more or less.

**Staff Contact:** Martin Siwek, AICP, GISP
Planner

## ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

| | ZONING | LAND USE |
|---|---|---|
| NORTH | Interim SFR-2-B | Single-Family Homes under construction (Greatwood Subdivision) |
| EAST | Interim SFR-1-B<br>OCL | Vacant Land |
| SOUTH | OCL | Vacant Land |
| WEST | Interim SFR-1-B<br>OCL | Vacant Land |

## COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

**USE COMPONENTS:**

**SFR – SINGLE-FAMILY RURAL**:

*Features*: 1 acre lot min.; 1,600 square foot living area min.

*Intent*: Development of single-family detached dwellings on lots one acre or larger in size and for other uses that are compatible and complimentary to large lot and very low density residential development. The purpose of this component is to provide regulations to preserve rural character and maintain and protect the City's single-family residences and neighborhoods in an area with larger lot sizes. This component is also intended to preserve the larger tracts of land for future economic development in accordance with the Comprehensive Plan, while permitting rural/agricultural uses on the land to continue.

**SFT – SINGLE FAMILY TOWNHOUSE**:

*Features*: 2,000 sq. ft. lot min; 900 sq. ft. living area min.

*Intent*: development of single-family attached dwellings on very small sized lots and for other uses that are compatible and complimentary to attached residential development. This component is generally intended as follows:

(1) To provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways.
(2) To create more variety in housing opportunities and in the fabric of the neighborhoods.
(3) To include or be located within six hundred feet of parkland or other recreational open space.
(4) To be located in planned communities of greater than 100 acres and comprising less than ten percent (10%) of the lots, or to provide infill opportunities in appropriate areas of the City such as in areas under transition.

Frontage for such lots shall be provided by a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless access to garages on such lots is from an alley.

**LO – LOCAL OFFICE**:

*Features*: Office, assisted living, day care. Hours of operation: 7:00 a.m. to 10:00 Sun.-Thurs., 7:00 a.m. to 11:00 p.m. Fri. and Sat.

*Intent*: Development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. Access should be provided by a collector or higher classification street. This component is intended to help provide for land use transitions from local or general commercial or from arterial streets to residential development.

**LC – LOCAL COMMERCIAL**:

*Features*: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

*Intent*: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

**SITE COMPONENT:**

**TYPE 2**:

*Features*: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 35% of units with an enclosed garage parking space.

*Intent*:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

**ARCHITECTURAL COMPONENT:**

**TYPE A**:

*Features*: 85% masonry; 5 or more architectural features.

*Intent*:

(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.

(2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.

(3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.

(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.

(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.

(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

**TYPE B**:

*Features*: 85% masonry 1$^{st}$ floor, 50% all stories; 4 or more architectural features.

*Intent*:

(1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.

(2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.
(3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.
(4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

## COMPREHENSIVE PLAN STATEMENTS:

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

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- The purpose of the Mixed Use Corridor Designation is to allow for areas along arterials to be developed to preserve the integrity of the corridor and maintain mobility. Typical uses include a variety of residential types, such as small-lot single-family, townhomes, duplexes and quadplexes, civic and institutional uses (schools and places of worship) and small professional offices that complement residential development. Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

## ANALYSIS:

The applicant's property is zoned Interim SFR-1-B along the CR 280 frontage, and the remainder of the property is outside of city limits. The applicant is requesting to rezone approximately 119.932 acres of property to SFR-2-A (Single Family Rural), SFT-2-B (Single Family Townhouse), LO-2-B (Local Office) and LC-2-B (Local Commercial). This property is subject to the City's involuntary annexation, and will be within the city limits upon the completion of the second reading of the ordinance on April 21st, 2016.

The Future Land Use Plan illustrates the larger northern portion of the property to be identified as Neighborhood Residential, along with the southern property boundary being located within a Mixed-Use Corridor land use category. The Neighborhood Residential land use component is intended to accommodate a variety of housing types. The density and mix of housing types is dependent on a number of suitability factors including environmental constraints (such as steep topography and floodplain), the availability (or future availability) of water and sewer infrastructure, the road network, proximity to neighborhood and community centers, and the location of future schools and park sites.

The applicant's request for SFR-2-A zoning is permissible within the Neighborhood Residential land use of the Comprehensive Plan. However, this classification calls to specifically evaluate the topography of the land among other aforementioned characteristics when determining the appropriate density for residential development. The intent statement of the SFR district calls for the development of detached dwellings on lots of one acre or larger in size and for other complimentary uses that are compatible with very low density residential development. The applicant's subject property is suited for higher density residential development, as it is bounded by the future extensions of high class thoroughfare, such as Lakeline Blvd. and San Gabriel

Pkwy. The topography is relatively flat and would not prohibit challenges to developing the property at a higher density.

The requested SFT-2-B, LO-2-B, and LC-2-B districts are located within a Mixed-Use Corridor land use category as identified on the Future Land Use Map. The purpose of the Mixed Use Corridor Designation is to allow for areas along arterials to be developed to preserve the integrity of the corridor and maintain mobility. The Comprehensive Plan specifically notes that a variety of residential types, such as small-lot single family, townhomes, duplexes and quadplexes are compatible within this type of corridor. Additionally, this corridor permits the use of limited neighborhood-serving commercial uses and higher-density residential at appropriate intersections. Small professional offices that compliment residential development are permitted along the corridor.

The intent statements for the SFT, LO, and LC use components of the Composite Zoning Ordinance all speak to serving and providing a buffer between larger lot neighborhoods and ore intensive uses such as multi-family, commercial, or arterial roadways. The placement of these districts within Mixed-Use Corridor satisfies the intent of the Comprehensive Plan and is located appropriately within the designated corridor.

The Type 2 Site Component that is paired with all of the requested use components in the applicant's request is compatible with the intent statements of the Composite Zoning Ordinance. This site component is intended for non-residential developments that are adjacent to a residential district or other more restrictive district. The requested LO, LC, and SFT Use Components are adjacent to the more restrictive requested SFR-2-A district to the north.

The Type 2 Site Component would apply the following limitations on the requested LO-2-B and LC-2-B portions of the property:

| **Type 2 Site Component** | |
|---|---|
| Outdoor Display and Storage | No |
| Outdoor Entertainment Venues | No |
| Drive-thru service lane | Yes |
| Outdoor fuel sales | No |
| Overhead Commercial Service Doors | No |

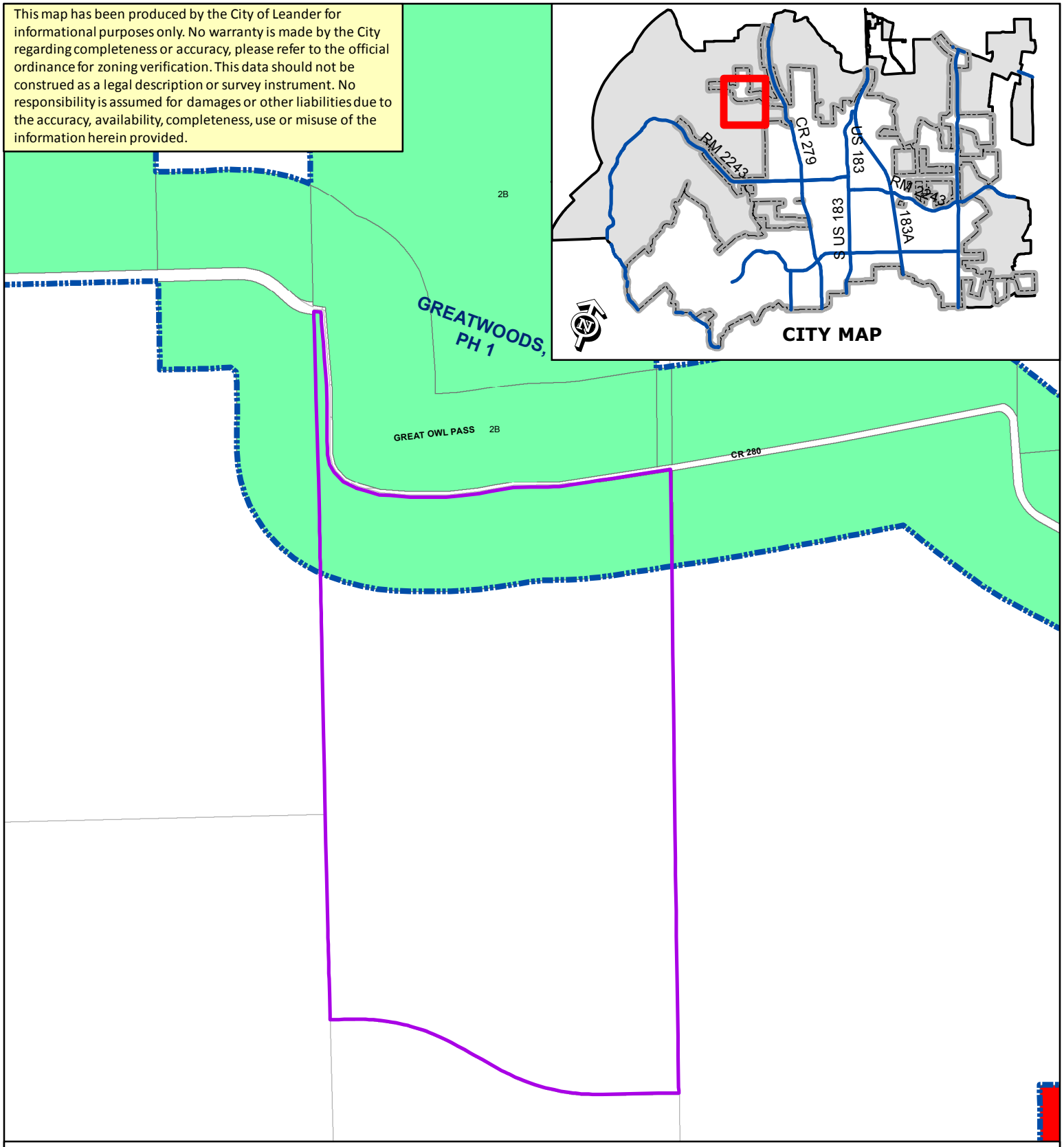
The Type 2 Site Component is the standard component paired with the majority of residential districts and meets the intent statements of the Composite Zoning Ordinance.

The Type A Architectural Component is intended to be utilized for high quality development or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses. It is intended to be used for single-family development that backs up to, or sides to, major thoroughfares. This component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. The Type A Architectural Component is appropriately paired with the SFR Use Component requested by the applicant. However, the Type B Architectural Component requested for the LO and LC Use Components is not compatible with the method applied in the applicant's request. As noted in the intent statements for the Type A Architectural Component, it is to be applied when a less restrictive land use is adjacent to a more restrictive land use.

The Type B Architectural Component requires 85% masonry on the first story of buildings and 50% masonry on each additional story. This component requires four architectural features for street facing facades. The Type A Architectural Component requires 85% masonry on all stories with a minimum of 5 architectural design features on street facing elevations.

## STAFF RECOMMENDATION:

Staff recommends approval of SFR-2-A, SFT-2-B, LO-2-A, and LC-2-A districts. The Type A Architectural Component is being applied to the LO and LC Use Components since they are adjacent to a more restrictive land use. The applicant's request is in partial compliance with the Comprehensive Plan; as it allows for the Mixed Use Corridor to be developed as intended by the plan while allowing the remaining portion of the applicant's property to be developed without the future extension of sewer service being provided as identified in the City's Wastewater Master Plan.



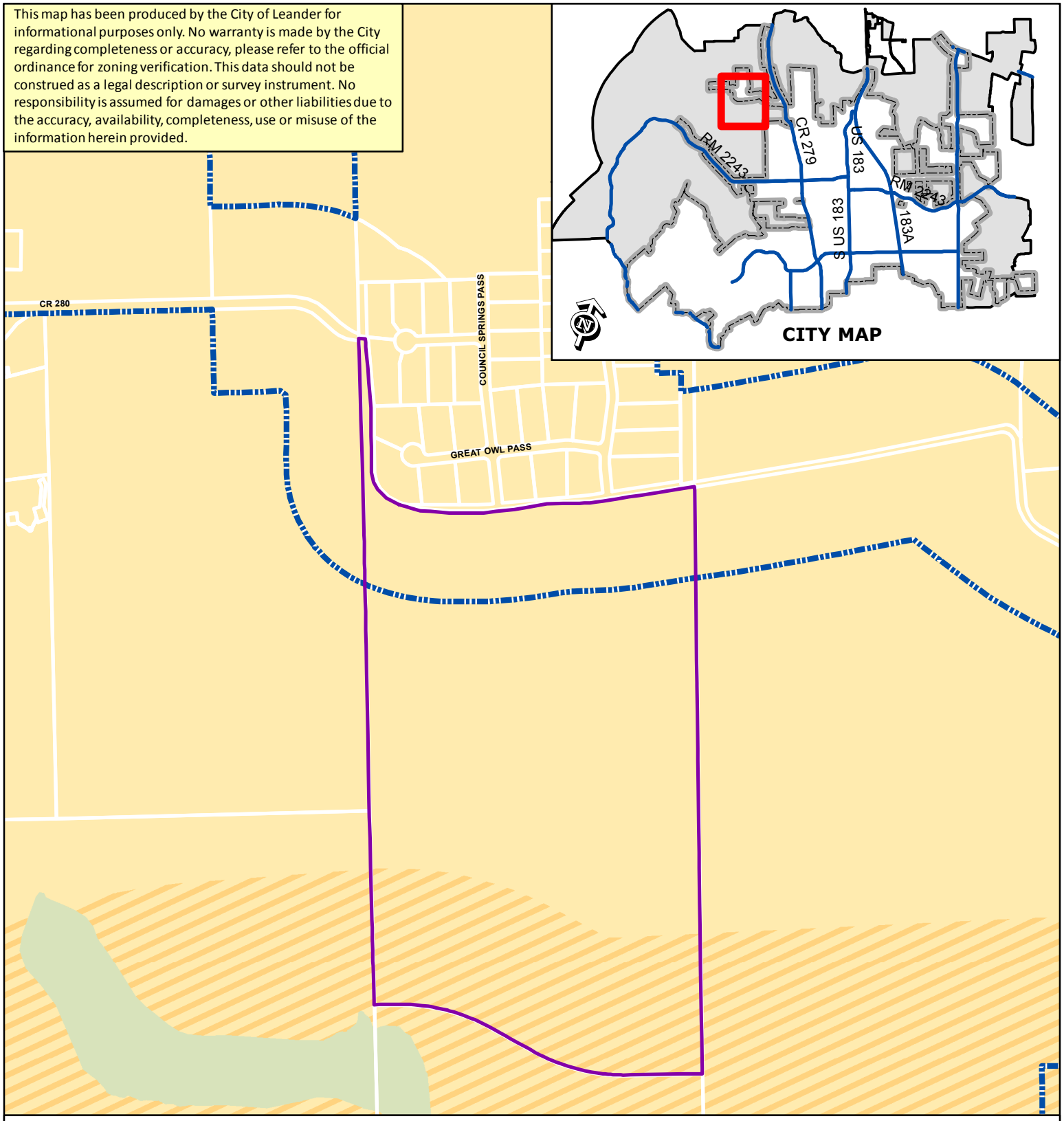

# ZONING CASE 15-Z-033 Attachment #2

Current Zoning Map - Greatwood South

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

N

0 200
Feet

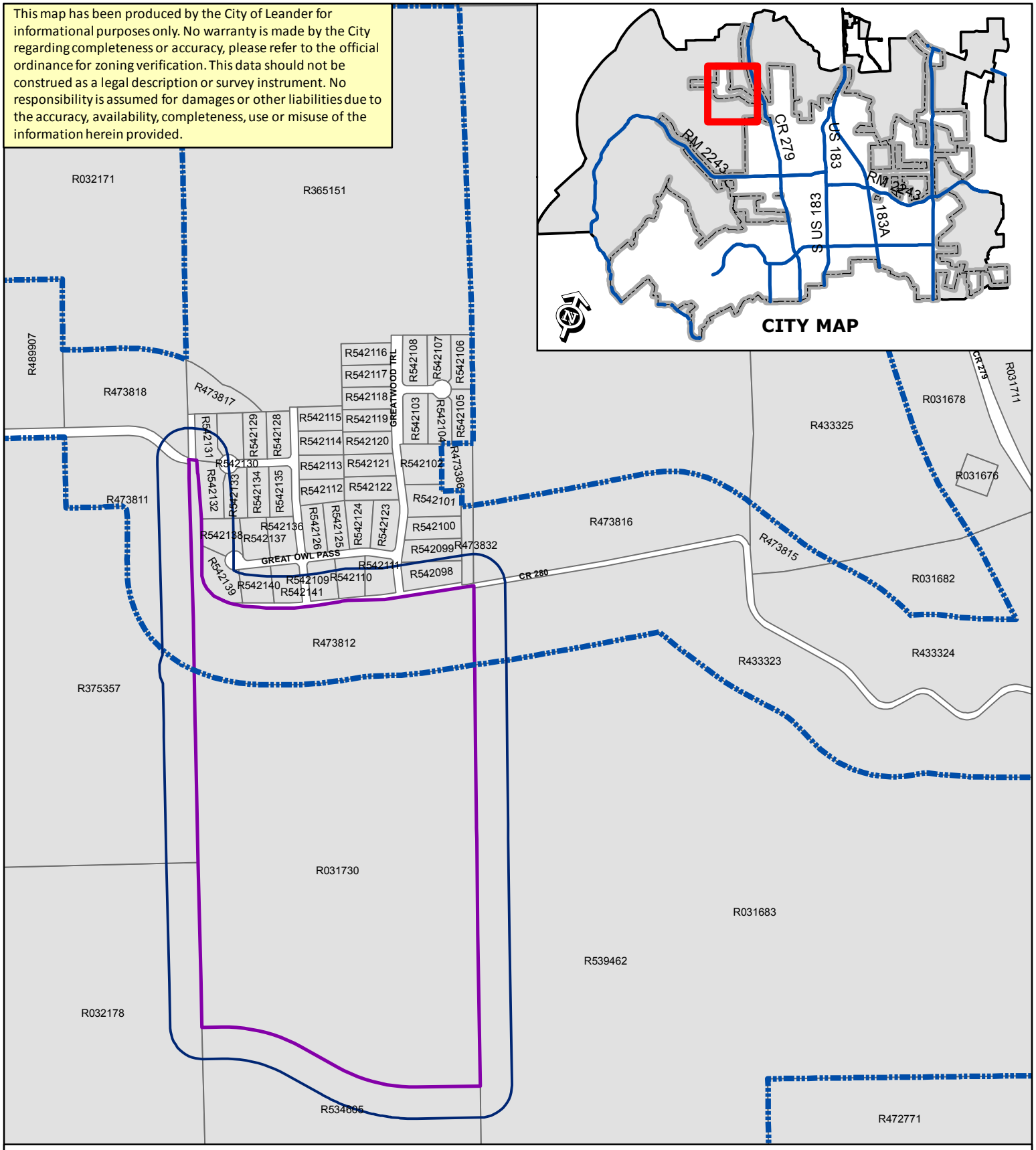



**ZONING CASE 15-Z-033 Attachment #3** Future Land Use Map - Greatwood South

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

N

0 200
Feet




# ZONING CASE 15-Z-033

## Attachment # 4

Notification Map
Greatwood South

Subject Property

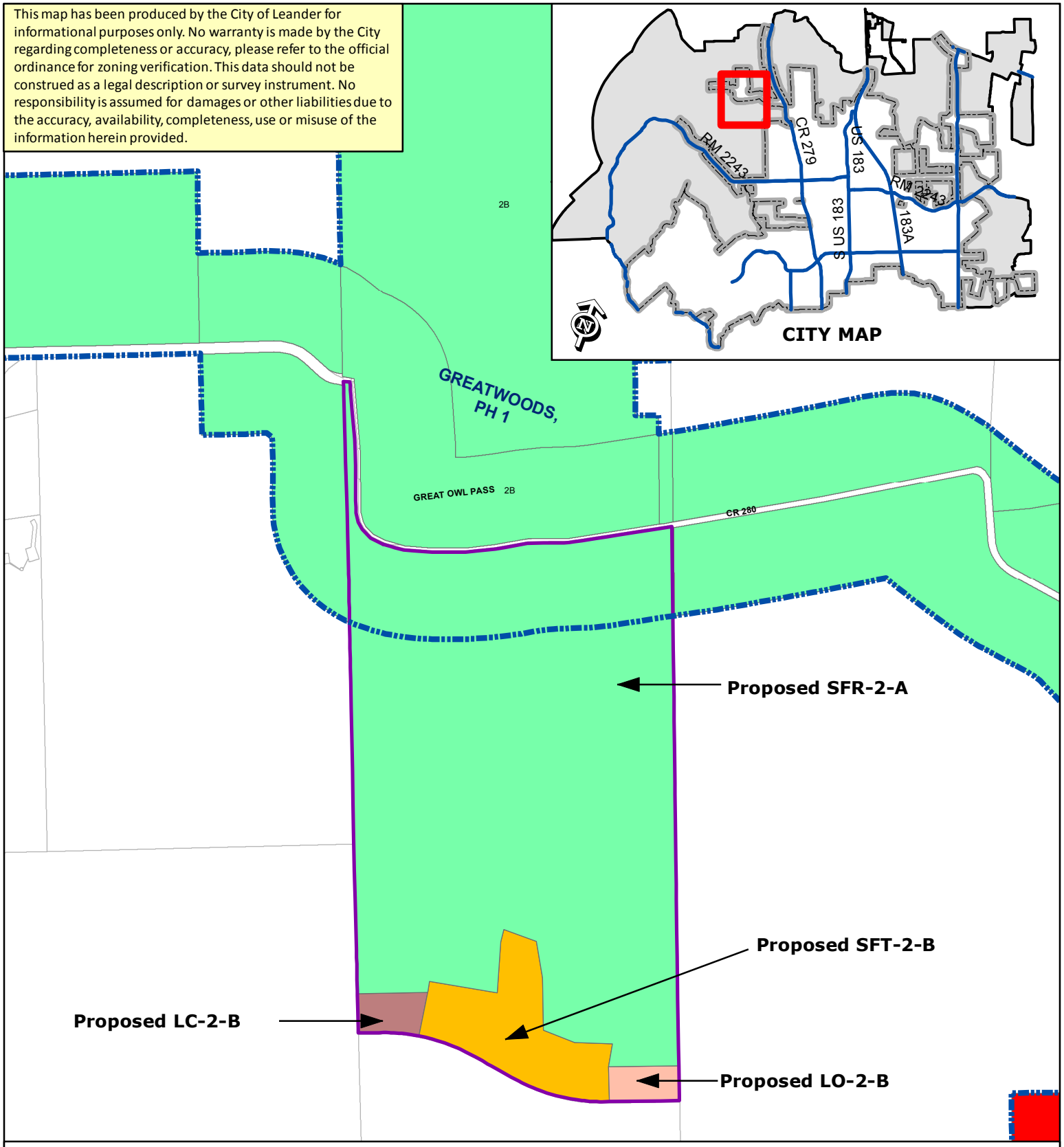
Public Notification Boundary

City Limits

WCAD Parcels

N

0 0.05 0.1 0.2 0.3 0.4 Miles



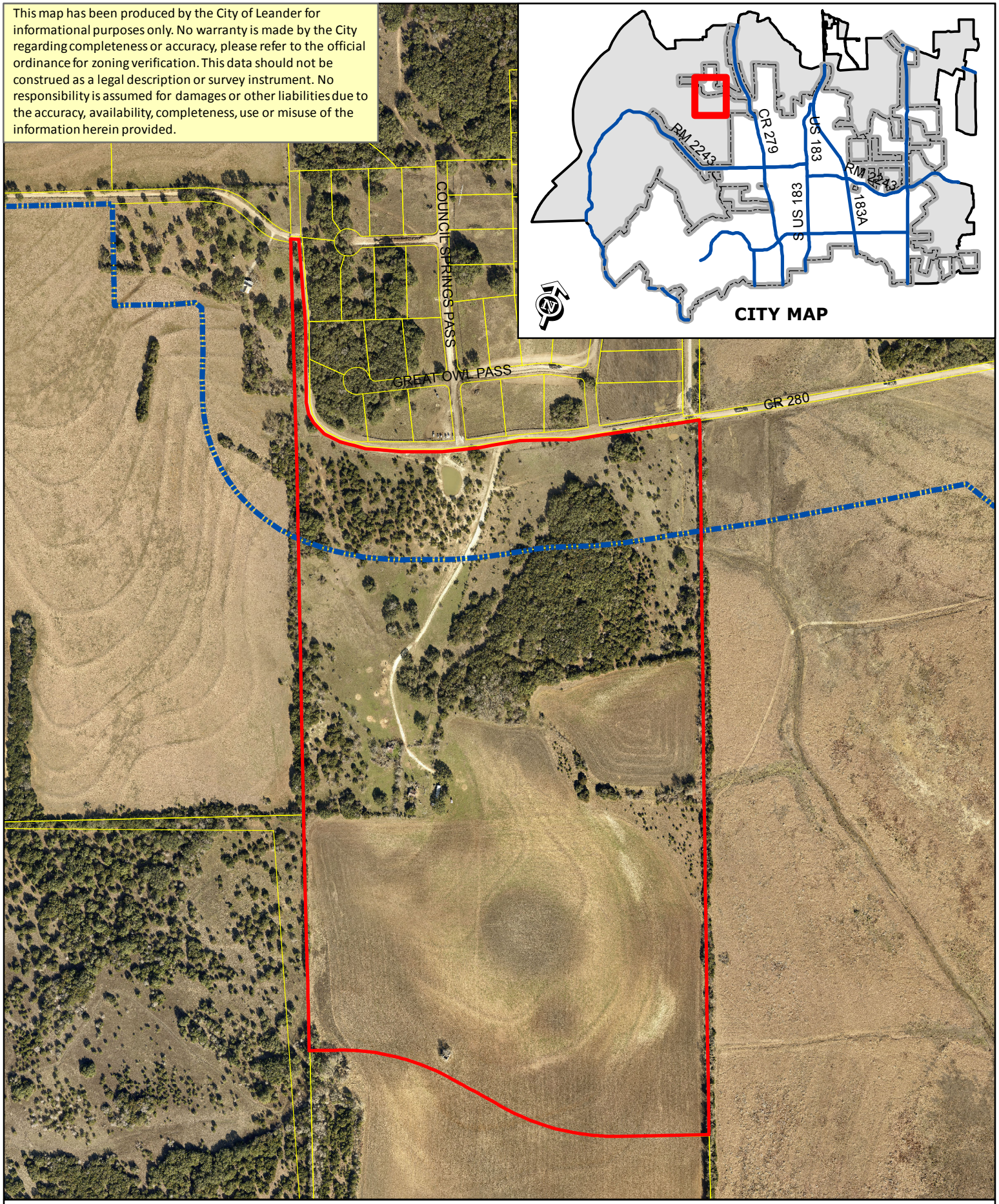

# ZONING CASE 15-Z-033 Attachment #5

Proposed Zoning Map - Greatwood South

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

N

0 200
Feet




# ZONING CASE 15-Z-033 Attachment #6

Aerial Exhibit - Approximate Boundaries
Greatwood South

0 200
Feet

Subject Property
City Limits

ATTACHMENT 7

MALONE ★ WHEELER
SINCE INC. 1995

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

29 October 2015

Ms. Robin Griffin
Senior Planner
Planning Department City of Leander
104 North Brushy Street
Leander, Texas 78646

Re: Greatwood South Subdivision
Zoning Change
MWI Project No. 14-035

Dear Ms. Griffin:

Malone/Wheeler, Inc. as engineer and agent for J L Development, Inc. the Owner and Developer of Greatwood South Subdivision are submitting herewith a Zoning Change.

We are also submitting applications for Concept Plan, Voluntary Annexation and for a Development Agreement.

Greatwood South Subdivision is proposing 81 one acre lots requiring SFR-2-A zoning on 84.84 acres, one lot requiring LO-2-B zoning on 1.12 acres, one lot requiring LC-2-B zoning on 1.12 acres and SFT-2-B zoning district on 8.43 acres.

County Road 280 provides access to the subdivision.

The City of Leander has a 24 inch water main in County Road 280 that will provide water service. The future extension of the City of Leander's wastewater system will provide wastewater service to the LO-2-B, LC-2-B and SFT-2-B uses while private individual onsite septic systems will provide wastewater service to the SFR-2-A use.

Please let us know if you need any additional information. A copy of the Greatwood South Concept Plan is attached hereto.

Sincerely,

Danny R. Martin, P.E., R.P.L.S.
Senior Project Manager
Malone/Wheeler, Inc.

Attachments

cc: John S. Lloyd, J L Development, Inc.

5113 Southwest Parkway, Suite 260, Austin, TX 78735 T: 512.899.0601
Firm Registration No. F-786 www.malonewheeler.com

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO PARCELS FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO SFR-2-A (SINGLE-FAMILY RURAL), LC-2-B (LOCAL COMMERCIAL), LO-2-B (LOCAL OFFICE) AND SFT-2-B (SINGLE-FAMILY TOWNHOUSE); 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 parcels of land, which is herein referred to as the "Property." That certain parcels being 119.932 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibits "A" and "B", generally located at the northwest corner of the future intersection of Lakeline Blvd and San Gabriel Pkwy; Williamson County, Texas; more particularly described in instrument number 2014094507 recorded in the Williamson County Official Public Records; identified by Williamson County tax identification number R031730 and R473812.

**Section 4. Property Rezoned**. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to SFR-2-A (Single-Family Rural), LC-2-B (Local Commercial), LO-2-B (Local Office) and SFT-2-B (Single-Family Townhouse) as shown in Exhibits "A" and "B".

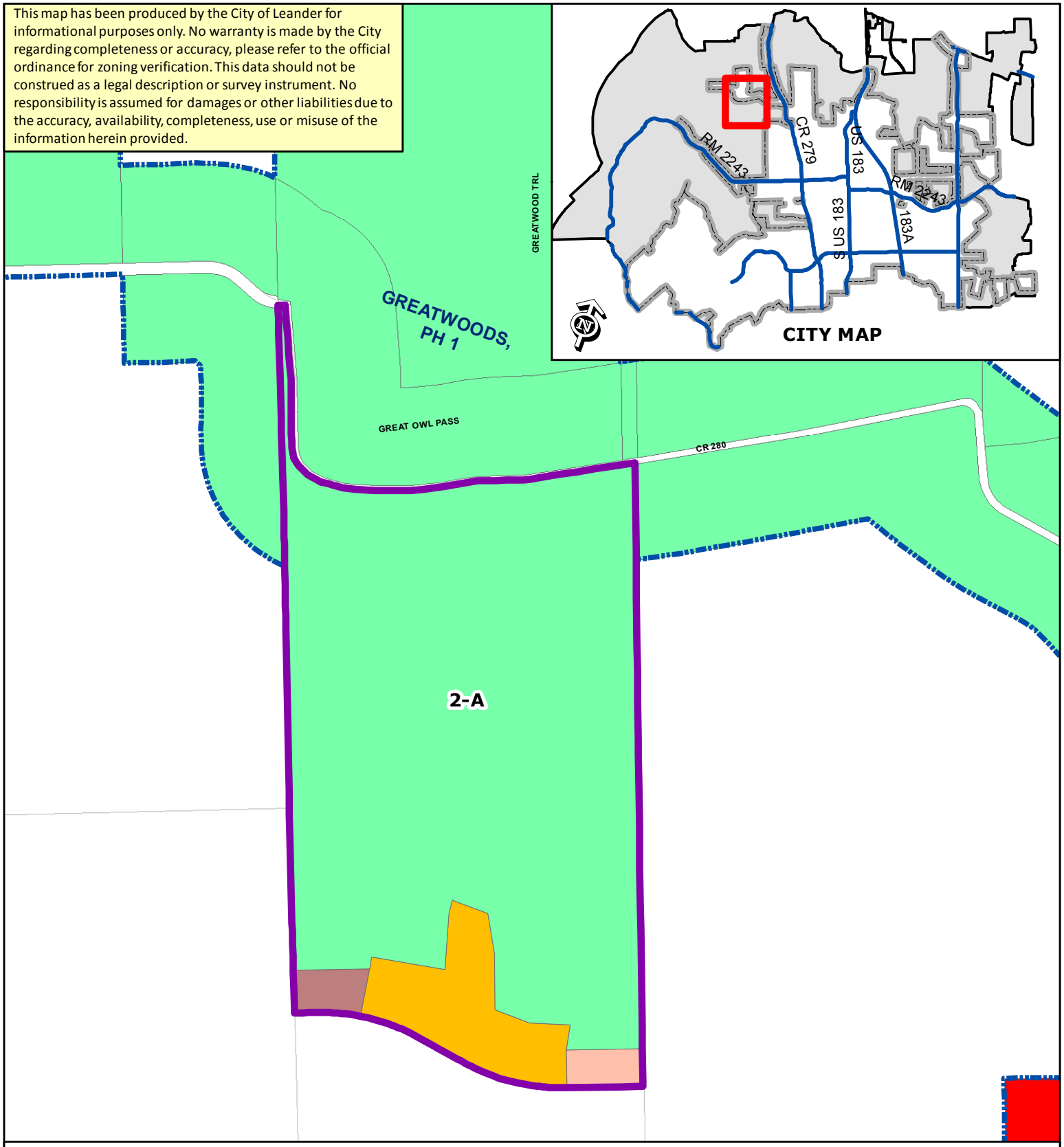
**Section 5. Recording Zoning Change.** The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

**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 7th day of April, 2016.
**FINALLY PASSED AND APPROVED** on this the 21st day of April, 2016.

| | |
|---|---|
| **THE CITY OF LEANDER, TEXAS** | **ATTEST:** |
| _____ | _____ |
| Christopher Fielder, Mayor | Debbie Haile, City Secretary |




## ZONING CASE 15-Z-033 Exhibit B

Zoning Map - Greatwood South

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

N

0 200

Feet

e) Discussion

**Discussion took place.**

f) Consider Action

**Commissioner Anderson moved to approve the PUD (Planned Unit Development) with base districts of SFU-2-A (Single-Family Urban), SFC-2-A (Single-Family Compact), SFL-2-A (Single-Family Limited), LC-2-A (Local Commercial) and GC-2-A (General Commercial), and Concept Plan. Commissioner Means seconded the motion. Motion passed unanimously.**

11. Subdivision Case 15-CP-006: Hold a public hearing and consider action on the Valley Vista Concept Plan, for 67.7 acres more or less; WCAD Parcels R510101, R497581, R497583, and R473803, generally located ½ mile north from the northwest corner of the intersection of CR 274 and Ronald Reagan Blvd, on the west side of Ronald Reagan Blvd., Leander, Williamson County Texas. Applicant: Shawn Graham on behalf of Robert Tesch.

a) a Staff Presentation

**Martin Siwek, Planner, discussed the proposed zoning.**

b) Applicant Presentation

**Robert Tesch and Shawn Graham explained the concept plan request.**

c) Open Public Hearing

**Chair Sokol open 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

**Vice Chair Allen moved to approve the Concept Plan. Commissioner Hines seconded the motion. Motion passed unanimously.**

Zoning Case 15-Z-033: Hold a public hearing and consider action on the rezoning of two parcels located at generally located at the northwest corner of the future intersection of Lakeline Blvd and San Gabriel Pkwy; for 119.932 acres more or less; legally described as 119.932 acres out of the Charles Cochran Survey Abstract No. 134 Williamson County, Texas, WCAD Parcels R031730 and R473812. Currently, the property is zoned Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property SFR-2-A (Single-Family Rural), LC-2-B (Local Commercial), LO-2-B (Local Office) and SFT-2-B (Single-Family Townhouse); Leander, Williamson County, Texas. Applicant: Danny R. Martin on behalf of J.L. Development, Inc/John Lloyd.

a) Staff Presentation

**Martin Siwek, Planner, discussed the proposed zoning request.**

b) Applicant Presentation

**Danny Martin 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 Means moved to approve the SFR-2-A (Single Family Rural), SFT-2-A (Single Family Townhouse), LC-2-A (Local Commercial) and LO-2-A (Local Office). Commissioner Anderson seconded the motion. Motion passed unanimously.**

12. Meeting Adjourned at **7:45 pm**

_____
Chairman Sokol

ATTEST:

_____
Ellen Pizalate, Secretary

**AGENDA ITEM # 13**

**Executive Summary**

**April 07, 2016**

---

**Agenda Subject:** Zoning Case 15-Z-028 & Subdivision Case 15-CP-005: Hold a public hearing and consider action on the rezoning and approval of the Devine Lake Concept Plan and PUD zoning for three parcels located at southwest corner of Bagdad and San Gabriel Pkwy; for 202.79 acres more or less; WCAD Parcels R031689, R472771 and R502970. Currently, the property is zoned PUD (Planned Unit Development), GC-3-B (General Commercial) and GC-3-C (General Commercial). The applicant is proposing to zone the PUD (Planned Unit Development) with base districts of SFU-2-A (Single-Family Urban), SFC-2-A (Single-Family Compact), SFL-2-A (Single-Family Limited), GC-2-A (General Commercial), and MF-2-A (Multi-Family); Leander, Williamson County, Texas.

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

**Origination:** Applicant: Mark Baker on behalf of Sixth Street Capital Investors, LP and Devine Land Investments, LLC.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning and Zoning Commission unanimously recommended approval of the Devine Lake Concept Plan and PUD at the March 24, 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 24, 2016

**Prepared By:** Tom Yantis, AICP
Assistant City Manager 03/28/2016

# PLANNING ANALYSIS

ZONING CASE 15-Z-028
CONCEPT PLAN 15-CP-005

DEVINE LAKE PUD & CONCEPT PLAN

## GENERAL INFORMATION

**Owner:** Sixth Street Capital Investors, LP and Devine Land Investments, LLC.

**Current Zoning:** PUD (Planned Unit Development) with a base district of GC-5-D (General Commercial)
GC-3-B (General Commercial)
GC-3-C (General Commercial)

**Proposed Zoning:** PUD (Planned Unit Development) with base districts of SFU-2-A (Single-Family Urban), SFC-2-A (Single-Family Compact), SFL-2-A (Single-Family Limited), and GC-2-A (General Commercial)

**Size and Location:** The property is generally located to the southwest of the intersection of Bagdad and San Gabriel Pkwy and includes approximately 202.79 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 | OCL | Undeveloped Property |
| EAST | LC-3-A<br>LC-2-B<br>MF-2-B | Undeveloped Property |
| SOUTH | SFR-1-B | Undeveloped Property<br>Devine Lake Park |
| WEST | OCL | Undeveloped Property |

## 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 allow for a cohesive development of a master planned development that will provide for a variety of residential lot sizes and a limited amount of commercial development located at the intersection of San Gabriel Parkway and CR 279 and on the north side of San Gabriel Parkway. 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.

**SFU – SINGLE FAMILY URBAN**:

*Features*: 7,200 sq. ft. lot min.; 1,200 sq. ft. living area min.

*Intent*: Development of single-family detached dwellings on moderate urban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with moderate lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods.

**SFC – SINGLE FAMILY COMPACT**:

*Features*: 5,500 sq. ft. lot min.; 1,100 sq. ft. living area min.

*Intent*: Development of single-family detached dwellings on small lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with small lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods, and to be developed on a moderate scale with a maximum district size of seventy-five (75) acres.

**SFL – SINGLE FAMILY LIMITED**:

*Features*: 3,500 sq. ft. lot min.; 1,000 sq. ft. living area min.

*Intent*: Development of single-family detached dwellings on small lots, including zero lot line development, and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas where it is appropriate to have small lot sizes and reduced setbacks. This component is generally intended as follows:

(1) To provide an orderly transition to and create a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways.
(2) To create more variety in housing opportunities and in the fabric of neighborhoods.
(3) To be located in planned developments of greater than 100 acres and comprising less than twenty percent (20%) of the lots, or to provide infill opportunities in appropriate areas of the City such as in areas under transition.
(4) To include or be located within six hundred feet of parkland or other recreational open space.

Lots that average less than forty feet in width along a block shall front on a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless access to garages on such lots is from an alley.

**GC – GENERAL COMMERCIAL**:

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

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

**LC – LOCAL COMMERCIAL**:

*Features*: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

*Intent*: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

**TYPE 2**:

*Features*: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 35% of units with an enclosed garage parking space.

*Intent*:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

**TYPE A**:

*Features*: 85% masonry; 5 or more architectural features.

*Intent*:

(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.

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

## COMPREHENSIVE PLAN STATEMENTS:

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

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Create strong neighborhoods with a variety of housing choices.
- Focus commercial growth in Activity, Community and Neighborhood Centers.
- Community Centers provide the same uses and services offered by a Neighborhood Center. Additionally, Community Centers include uses that are demanded less frequently than daily, and are typically anchored by grocery stores.
- Neighborhood Residential is intended to accommodate a variety of housing types. The density and mix of housing types is dependent on a number of suitability factors including environmental constraints (such as steep topography and floodplain), the availability of sewer infrastructure, proximity to neighborhood and community centers, existing and planned parks and recreation sites, schools, and the road network.

## ANALYSIS:

The applicant has submitted a request for a PUD and a Conceptual Site Layout and Land Use Plan that can also be considered as the Concept Plan as permitted by the Composite Zoning Ordinance. This submittal includes the PUD zoning request and Concept Plan for review by the Planning & Zoning Commission.

The properties to the north and west are located outside of the City Limits. The properties to the east are currently zoned for local commercial and multi-family uses, but are undeveloped. The properties to the south is currently zoned for single-family rural and includes the Devine Lake Park.

The current zoning allows for an outdoor, multi-use recreational facility including traditional and nontraditional sports, overnight youth camp, and other related outdoor recreational activities. The associated development agreement for this project has expired and the previous developer is no longer pursuing this project.

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for a cohesive development of a master planned community. The applicant is proposing the following zoning districts:

- GC-2-A (General Commercial)
- LC-2-A (Local Commercial)
- SFL-2-A (Single-Family Limited)
- SFC-2-A (Single-Family Compact)
- SFU-2-A (Single-Family Urban)

The single family use components will permit the following minimum lot widths:

| USE COMPONENT | LOT WIDTH | LOT AREA | Unit Count |
|---|---|---|---|
| SFL | 41’ | 4,100 sq. ft. | 65 unit min |
| SFC | 50’ | 5,500 sq. ft. | 100 unit min |
| SFU | 60’ | 7,200 sq. ft. | 45 unit min |

The GC use component allows for the development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. The heaviest concentration of this use component is intended to be located at the intersection of arterial roadways. In addition, the PUD requires that at least three acres and no more than five acres of commercial uses are provided.

The LC use component allows for the development of small scale, limited impact retail that offers personal services and office uses located in close proximity to their primary customers, Access should be provided by a collector or higher classification street.

The requested Type 2 site component would prohibit outdoor fuel sales, outdoor storage and/or display, overhead doors, drive-through service lanes and carwashes. This site component is intended to be combined with the GC use component where it is adjacent to a residential district in order to reduce potential negative impacts to the more restrictive district.

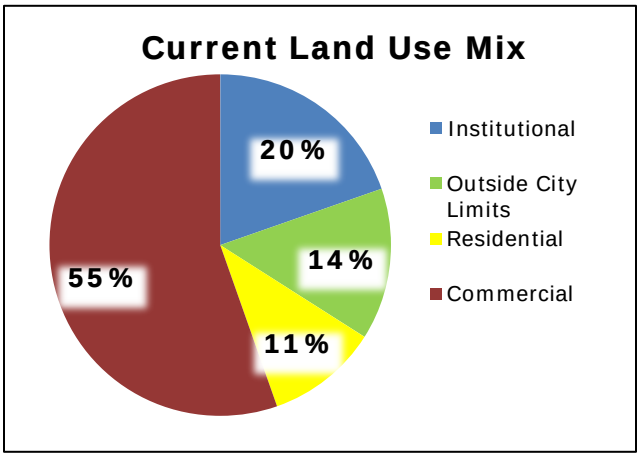
The Type A Architectural Component is proposed for both the residential and non-residential associated with this site. This component requires that 85% of the walls are comprised of masonry. In addition, a minimum of five architectural features are required.

This application includes the following higher standards and waivers.

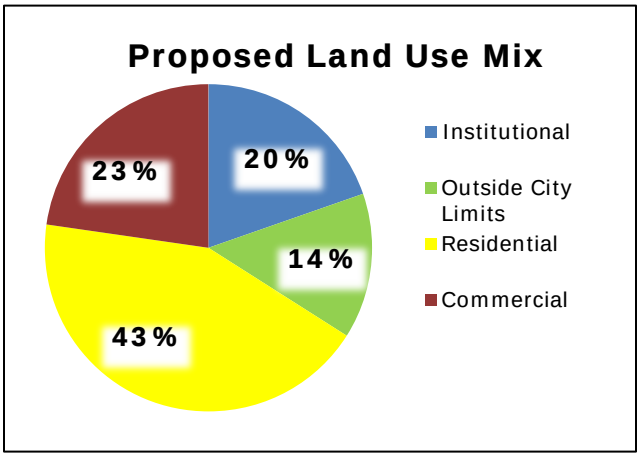
| HIGHER STANDARDS | WAIVERS |
|---|---|
| **COMPOSITE ZONING ORDINANCE** | |
| Type A Architectural Component | - |
| Garage Access from Rear Alley | - |
| Wrought iron fencing along park and greenbelt areas | - |
| Increased parkland dedication | |
| - | Flexibility in lot width locations |
| - | Reduced flag lot width |

A portion of this property is located within a Community Center as identified by the Future Land Use Map in the Comprehensive Plan. Community Centers include uses that are intended to serve neighborhoods and serve up to one mile with 125,000 square feet of commercial space. These centers also include an internal network of streets that promote walkablity within the Center. The target land use mix for this center is 50% non-residential and 50% residential.

The current land use mix is fifty-five (55%) percent commercial as shown in the chart to the right. The center also includes institutional and unzoned properties. If these properties are considered to be nonresidential, then the land use mix would include eighty-nine (89%) percent nonresidential and eleven (11%) percent residential. This land mix is not compliant with the Future Land Use Plan.




The applicant's proposal would change the mix to include twenty-three (23%) commercial as shown in the chart to the right. If the institutional and unzoned properties are considered to be nonresidential, then the land use mix would include fifty-seven (57%) percent nonresidential and forty-three (43%) percent residential.



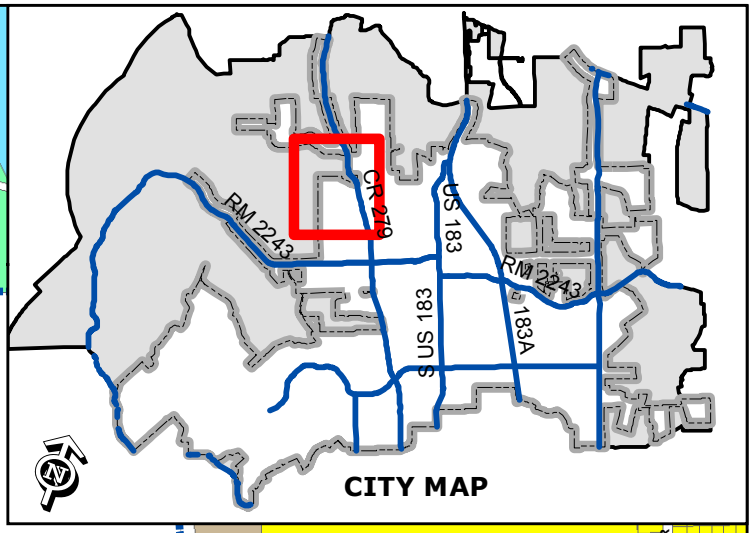

The remainder of the property is located within a Neighborhood Residential area. The Neighborhood Residential area is intended to accommodate a variety of housing types. The proposed PUD includes a mixture of different lot sizes that would provide for different housing opportunities.

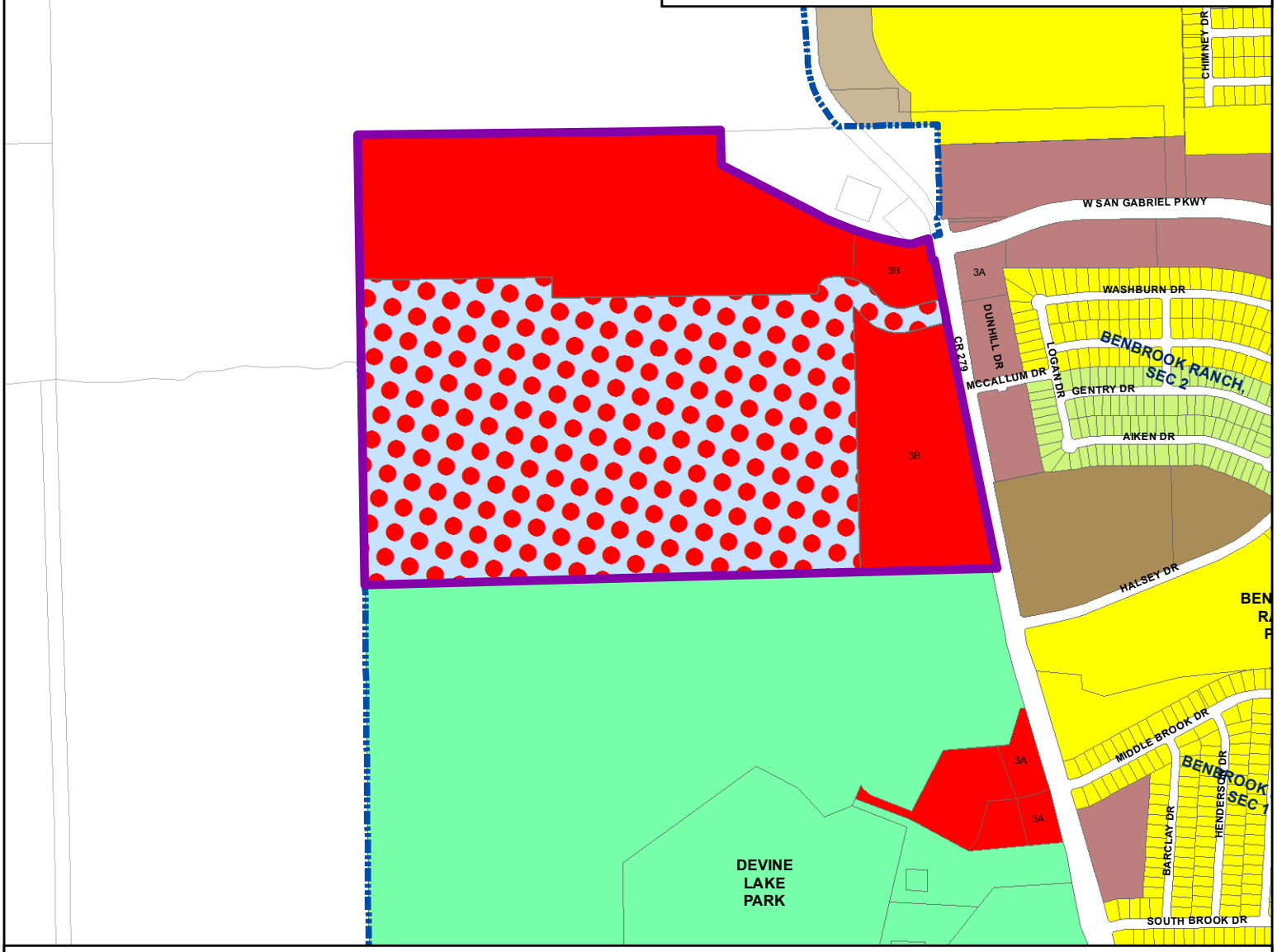
## STAFF RECOMMENDATION:

Staff recommends approval of the requested PUD and Concept Plan. The proposed PUD promotes a cohesive master planned community that incorporates a variety of housing types with commercial uses at the intersection of San Gabriel Parkway and Bagdad Road. This project is located at the intersection of two arterials and is the appropriate location for the GC (General Commercial) use component with a transition to residential to the southwest. The garage access from rear alley product along Bagdad Road and adjacent to the commercial would provide for diversity in housing types in this area. In addition, the proposed waivers are balanced by the proposed higher standards and will provide for a high quality end product.

This application effectively utilizes composite zoning to incorporate a master planned commercial development while maintaining high form standards. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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 15-Z-028 Attachment #2

Current Zoning Map - Devine Lake PUD

| | | | | |
|---|---|---|---|---|
| Subject Property | SFR | SFL | LO | PUD - Commercial |
| City Limits | 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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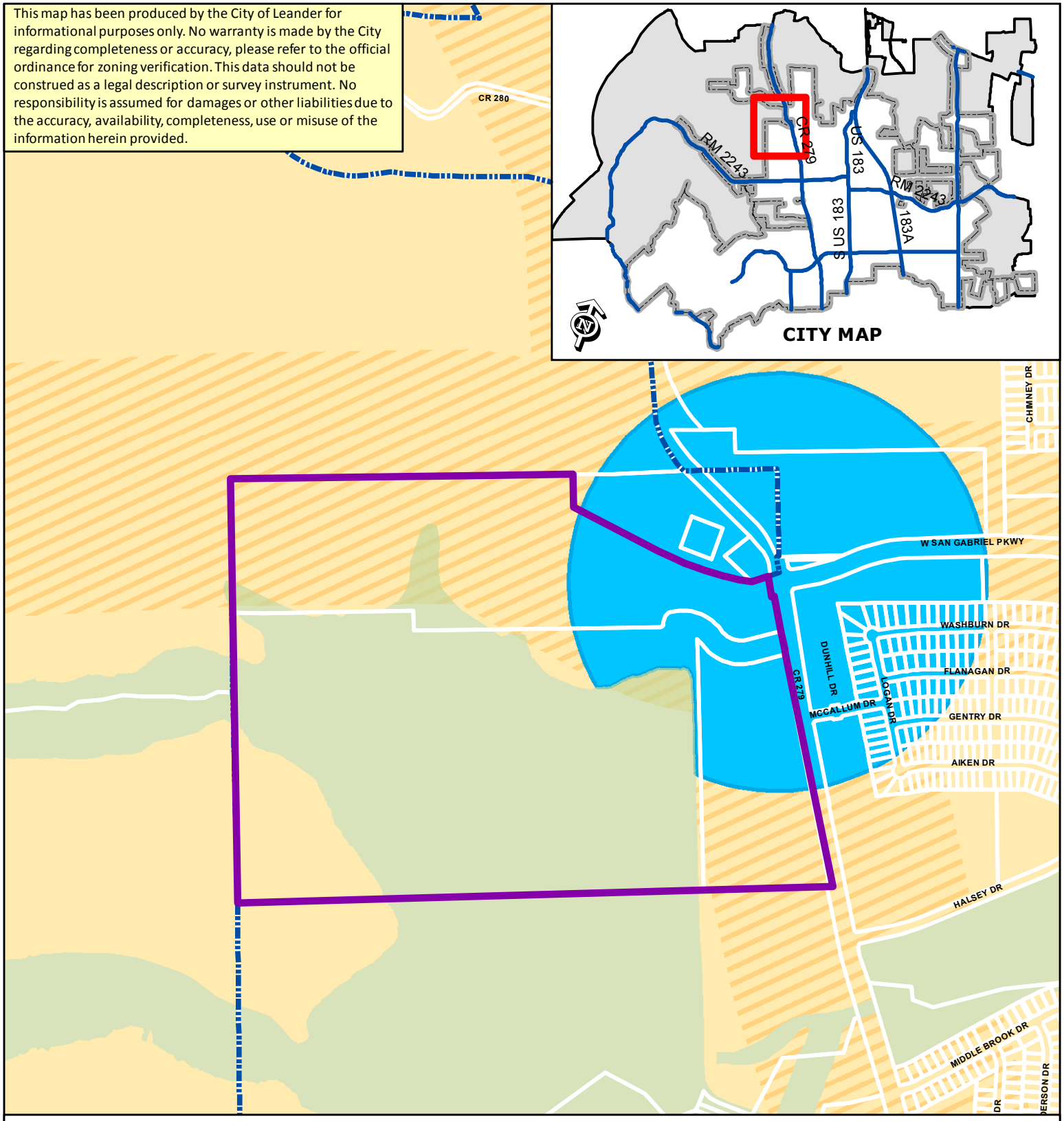
Feet




## ZONING CASE 15-Z-028 Attachment #3

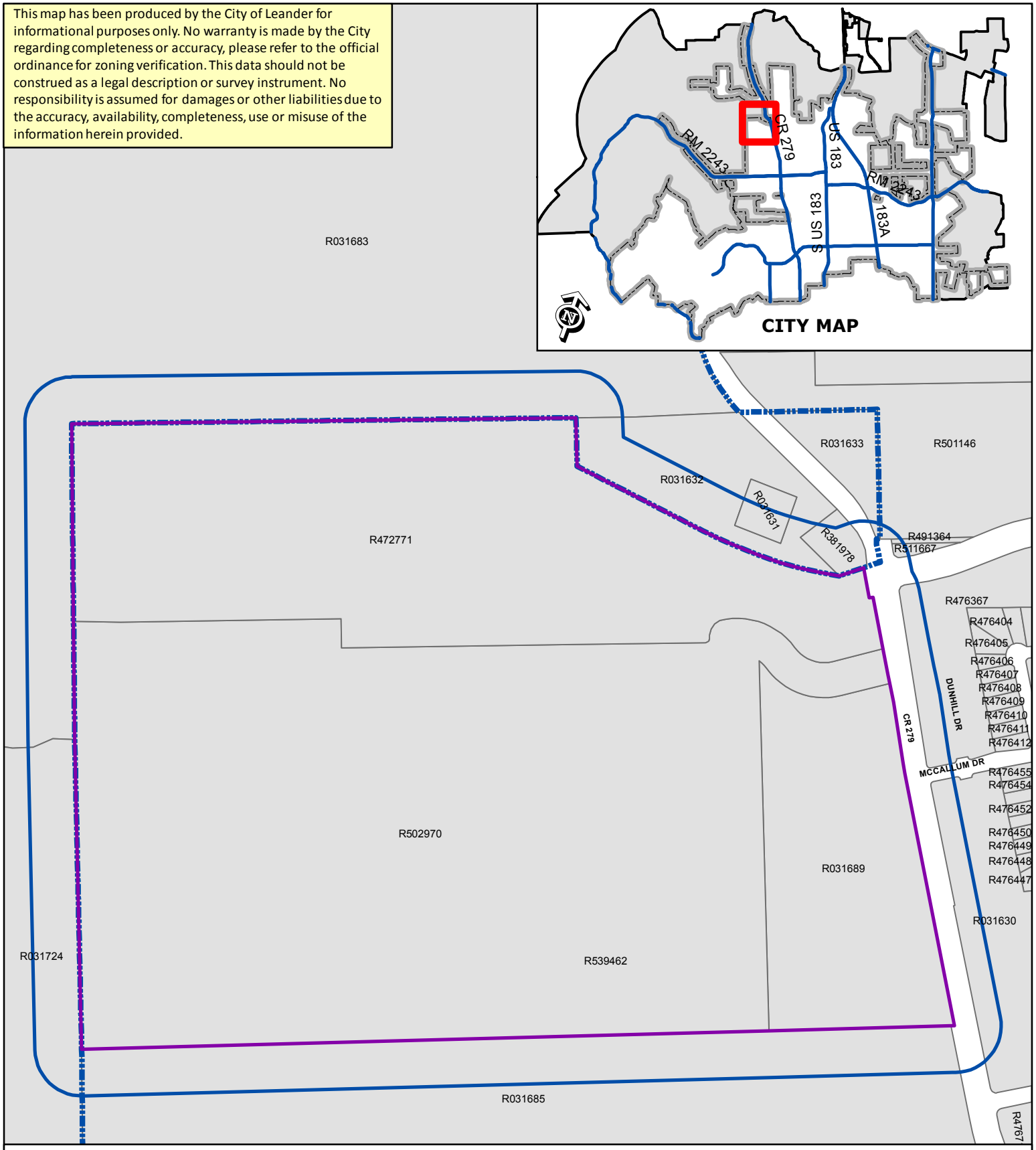
Future Land Use Map - Devine Lake PUD

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

N

0 200

Feet




## ZONING CASE 15-Z-028 & 15-CP-005

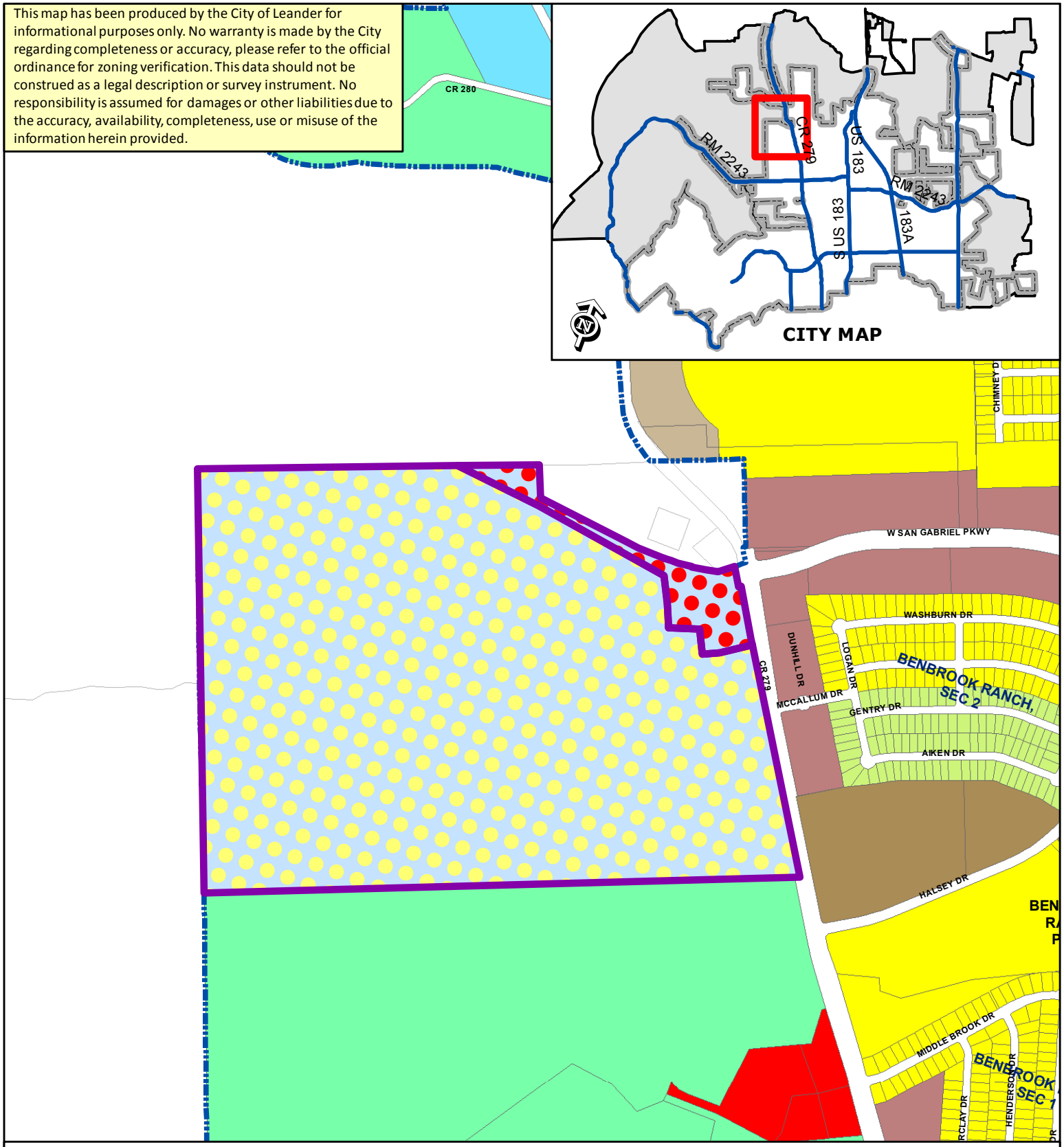
**Attachment # 4**

Notification Map
Devine Lake

Public Notificatin Boundary
Subject Property
City Limits
WCAD Parcels

N

0 0.03 0.06 0.12 0.18 0.24 Miles




## ZONING CASE 15-Z-028 Attachment #5

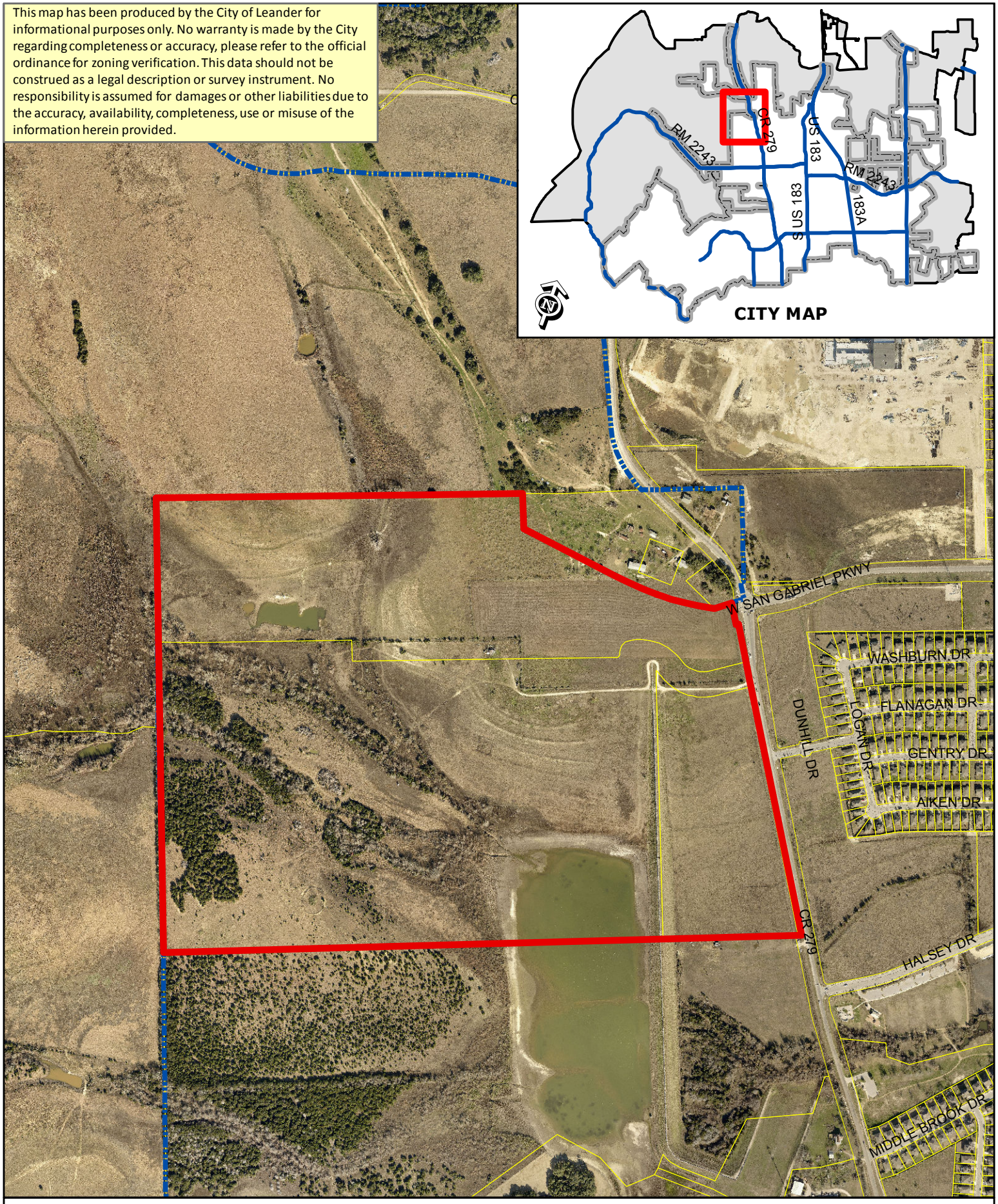
Proposed Zoning Map - Devine Lake PUD

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

N

0 200

Feet




# ZONING CASE 15-Z-028 Attachment #6

Aerial Exhibit - Approximate Boundaries
Devine Lake PUD

0 200
Feet

Subject Property

City Limits

# Exhibit A

## Devine Lake Planned Unit Development

### A. Purpose and Intent

The Devine Lake PUD is composed of 202.8 acres, as described in Exhibit B (Field Notes). The development of this property is planned as a high quality, residential community with a variety of residential product types and a mix of neighborhood oriented commercial uses.

The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plan depicts a mix of residential products, open space areas and commercial lands which are contemplated within the community.

### B. Applicability and Base Zoning

All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.

For the purpose of establishing development standards for the PUD, base zoning districts have been selected from the Leander Composite Zoning Ordinance for the various residential products proposed within the PUD.

- *For Lots 60' and wider: Base Zoning District SFU-2-A (Single Family Urban)*
- *For Lots 50'-59': Base Zoning District SFC-2-A (Single Family Compact)*
- *For Lots 40'-49': Base Zoning District SFL-2-A (Single Family Limited)*
- *For Commercial Use: Base Zoning District GC-2-A (General Commercial)*
- *For Commercial Use: Base Zoning District LC-2-A (Local Commercial)*

This PUD allows the flexibility to mix the various residential products and define boundaries for each lot type during the platting process. Each plat or site plan submitted to the City will identify the use at the time of City Submittal. All neighborhoods within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

### C. Conceptual Site Layout and Land Use Plan

Exhibit C attached is a conceptual site layout and land use plan intended to visually convey the design intent for the Devine Lake community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

The Devine Lake project is comprised of a mix of various single family detached products as well as commercial uses. Devine Lake will include a cohesive network of open spaces, including parks, water quality areas, floodplain and trail corridors. The open space and trails system combined with the sidewalk network will be critical in establishing a walkable, inviting community.

The product placement within the community is planned to provide the following development pattern:

SFL Single Family Limited
Products with garage access from rear alley, 41' lots will be located west and south of the commercial corner at San Gabriel Parkway and Bagdad Road. The higher density product will provide a transitional use between the commercial corner and the traditional single family lots. All single-family lots developed under this designation shall be accessed from a rear alley.

SFC Single Family Compact/SFU Single Family Urban
The area west of the product with garage access from the rear alley will contain a mix of 50' and 60' conventional single family product types with access points to the central park and trail system.

GC General Commercial
The southwest corner of San Gabriel Parkway and Bagdad Road shall be reserved for future commercial and neighborhood service retail. Internal sidewalks and trails will be aligned within the community to ensure that Devine Lake residents can easily access the commercial development by foot.

LC Local Commercial
The property located to the north of the future San Gabriel Parkway shall be reserved for future neighborhood retail and service uses.

To ensure a variety and mix of residential product types and commercial within Devine Lake, the following standards have been established:

**Product Type Requirements**

1. SFL Single Family Limited-Garage Access from Rear Alley
   - Minimum of 65 units
2. SFC Single Family Compact – 50' lots
   - Minimum of 100 units
3. SFU Single Family Urban-60' lots
   - Minimum of 45 units
4. LC Local Commercial
   - Minimum of 1.5 acres
5. GC General Commercial
   - Minimum of 1.8 acres, Maximum of 5 acres

## D. Prohibited Uses

The following uses are prohibited within the Devine Lake base zoning district LC (Local Commercial) and GC (General Commercial):

- Cemetery, Mausoleum
- Funeral Home
- Passenger Terminal
- Water Treatment Facility, Self Standing
- Vehicle Sales, Rental, Repair
- Commercial Parking
- New vehicle and major equipment sales, rental or leasing, repair, body shop (small engine repair shops and motorcycle repair shops

## E. Lot Design Standards

Residential Areas:

Devine Lake will include a variety of residential product types and sizes. The detached residential has been broken into two categories based upon lot width and size. Detailed design standards are included within this PUD, Table E.1, based upon the type of residential product. The Devine Lake development will comply with the Development Standards set forth in Table E.1.

**Table E.1 – Development Standards**

| | **RESIDENTIAL and COMMERCIAL USES** | | |
|---|---|---|---|
| | **DETACHED** 50 ft. & wider lot (SFC/SFU) | **DETACHED** narrower than 50 ft. lot (SFL base, garage access from rear alley) | **Commercial** (GC/LC) |
| Lot Area (minimum) | 5,500 s.f. SFC<br>7,200 s.f. SFU | 4,100 s.f. | n/a |
| Lot Width (minimum) | 50 ft. SFC<br>60 ft. SFU | 41 ft. | n/a |
| Front Bldg. Setback (minimum) | 20 ft. | 15 ft. | 15 ft.* |
| Side Bldg. Setback (minimum) | 5 ft. | 5 ft. | 20 ft.* |
| Street Side Bldg. Setback (minimum) | 15 ft. | 15 ft. | 15 ft.* |
| Rear Bldg. Setback (minimum) | 15 ft. SFU<br>10 ft. SFC | 6 ft. | 20 ft.* |
| Lot Depth (minimum) | 110 ft. | 100 ft. | n/a |

*Setbacks listed are building setbacks. For non-residential uses the pavement setbacks and site development standards shall comply with the requirements for GC-2-A or LC-2-A. Additional setbacks will be required where the non-residential uses are adjacent to residential as defined in the Composite Zoning Ordinance. A minimum 6’ tall masonry wall shall be required between a commercial use and any adjacent residential lot

## F. Parkland/Open Space/Trails

Open space within Devine Lake will create a network of trails and parkland that creates distinct neighborhoods and provides pedestrian walkways throughout the community. The Devine Lake PUD will contribute approximately 107 acres of open space consisting of floodplain, greenbelt trail corridors and water quality ponds. Over 50% of the gross land area of the Devine Lake community will consist of open space. Due to the unique nature of this compilation of land and the overall percentage of open space, the Devine Lake PUD shall not require any further parkland requirement beyond the land shown on Exhibit C (Concept Plan Sheet 2, Parkland Exhibit).

Devine Lake is located in close proximity to Benbrook Park and a proposed future City trail. A primary 8' wide, concrete trail will be constructed within the floodplain which will provide connection points for future linkage to the City trail system. A trail will also be provided along the Bagdad Road frontage. The Bagdad Road trail shall be coordinated with the planned expansion of Bagdad Road. (see Concept Plan Sheet 2 Parkland Exhibit).

In addition to the trails provided, a minimum of one trailhead will be provided to allow public access to the community trail system around the lake. Off street parking spaces will be incorporated into the trailhead. The ultimate location of the trailhead will be determined in the future as more detailed neighborhood design plans are prepared.

## G. Roadway Design

The Devine Lake community will incorporate the following right of way standards.

1. All single family detached roadways shall consist of 50' right of way with 28 feet of pavement measured face of curb to face of curb.
2. All alleys shall contain 14 feet of pavement within a 20 foot wide right of way. All public alleys shall be constructed of concrete. If the developer agrees to privately maintain the alleys, asphalt paving will be allowed.

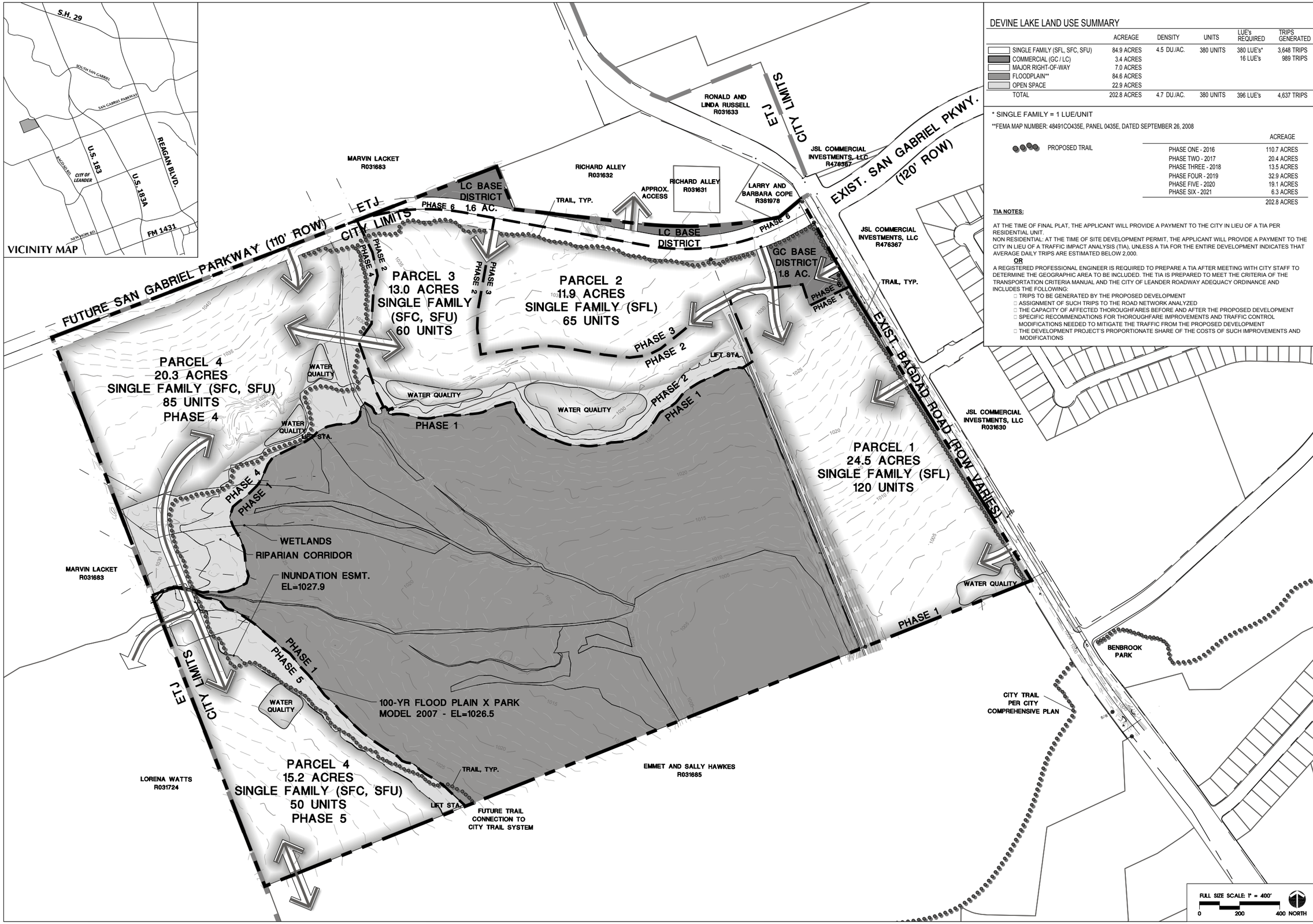
## H. Walls and Fencing

All lots within Devine Lake which back or side onto San Gabriel Parkway and Bagdad Road shall have a solid, 6' tall masonry wall with columns located along the rear or side lot line. A 10' wide landscape lot shall be provided adjacent to San Gabriel Parkway and Bagdad Road per Article 6, Section 8 of the Leander Composite Zoning Ordinance.

Lots that back onto a park or greenbelt area shall utilize a wrought iron or decorative tubular metal fence.

## I. Flag Lots

In order to provide a legal lot for the water quality ponds within Devine Lake, the minimum flag lot width shall be 15 feet. This provision shall not apply to residential lots.




## DEVINE LAKE LAND USE SUMMARY

| | ACREAGE | DENSITY | UNITS | LUE's REQUIRED | TRIPS GENERATED |
|---|---|---|---|---|---|
| SINGLE FAMILY (SFL, SFC, SFU) | 84.9 ACRES | 4.5 DU./AC. | 380 UNITS | 380 LUE's* | 3,648 TRIPS |
| COMMERCIAL (GC / LC) | 3.4 ACRES | | | 16 LUE's | 989 TRIPS |
| MAJOR RIGHT-OF-WAY | 7.0 ACRES | | | | |
| FLOODPLAIN** | 84.6 ACRES | | | | |
| OPEN SPACE | 22.9 ACRES | | | | |
| TOTAL | 202.8 ACRES | 4.7 DU./AC. | 380 UNITS | 396 LUE's | 4,637 TRIPS |

* SINGLE FAMILY = 1 LUE/UNIT

**FEMA MAP NUMBER: 48491CO435E, PANEL 0435E, DATED SEPTEMBER 26, 2008

PROPOSED TRAIL

| | ACREAGE |
|---|---|
| PHASE ONE - 2016 | 110.7 ACRES |
| PHASE TWO - 2017 | 20.4 ACRES |
| PHASE THREE - 2018 | 13.5 ACRES |
| PHASE FOUR - 2019 | 32.9 ACRES |
| PHASE FIVE - 2020 | 19.1 ACRES |
| PHASE SIX - 2021 | 6.3 ACRES |
| | 202.8 ACRES |

**TIA NOTES:**

AT THE TIME OF FINAL PLAT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TIA PER RESIDENTIAL UNIT.
NON RESIDENTIAL: AT THE TIME OF SITE DEVELOPMENT PERMIT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TRAFFIC IMPACT ANALYSIS (TIA), UNLESS A TIA FOR THE ENTIRE DEVELOPMENT INDICATES THAT AVERAGE DAILY TRIPS ARE ESTIMATED BELOW 2,000.

**OR**

A REGISTERED PROFESSIONAL ENGINEER IS REQUIRED TO PREPARE A TIA AFTER MEETING WITH CITY STAFF TO DETERMINE THE GEOGRAPHIC AREA TO BE INCLUDED. THE TIA IS PREPARED TO MEET THE CRITERIA OF THE TRANSPORTATION CRITERIA MANUAL AND THE CITY OF LEANDER ROADWAY ADEQUACY ORDINANCE AND INCLUDES THE FOLLOWING:

- TRIPS TO BE GENERATED BY THE PROPOSED DEVELOPMENT
- ASSIGNMENT OF SUCH TRIPS TO THE ROAD NETWORK ANALYZED
- THE CAPACITY OF AFFECTED THOROUGHFARES BEFORE AND AFTER THE PROPOSED DEVELOPMENT
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- THE DEVELOPMENT PROJECT'S PROPORTIONATE SHARE OF THE COSTS OF SUCH IMPROVEMENTS AND MODIFICATIONS


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# CONCEPT PLAN
## DEVINE LAKE
LEANDER, TEXAS

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Issue Date: September 17, 2015

Drawn By: MB
Reviewed By: MB

Project No.
150065-SIXT


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Land Planning + Landscape Architecture + Community Branding

CLIENT-CENTERED THINKING™

September 17, 2015

City of Leander Planning Department
104 North Brushy Street
PO Box 319
Leander, Texas 78646-0319

Re: Devine Lake PUD/Concept Plan Letter of Intent

Please find attached applications for a PUD zoning/Concept Plan submittal for the Devine Lake Project, generally located at the southwest corner of San Gabriel Parkway and Bagdad Road. The land uses indicated on the City Comprehensive Land Use Map include residential neighborhoods and a community commercial node at the intersection of San Gabriel Parkway and Bagdad Road. The existing zoning for the Devine Lake property is General Commercial and PUD Commercial. The land was formerly zoned for commercial when an X-games sporting park was planned for the property. The X-games park concept is no longer applicable, and the applicant is requesting to update the zoning to allow a variety of single family product types ranging from 41' wide lots to 60' wide lots. The project is also proposing general commercial use within the area designated on the Land Use Map as a community commercial node.

The applicant is proposing to use the City base zoning districts of SFU, SFC, SFL and GC. All single family lots less than 50' in width will be rear loaded with alleys.

The Project will provide a variety of amenities for the Leander community. An 8' wide concrete trail will be located along the floodplain and lake with trail connections for future linkage to Benbrook park and the City's overall trail system. Internal trails and sidewalks will provide pedestrian connections to the community commercial node, allowing easy access for Devine Lake residents.

Additional information describing the Project is contained within the attached Devine Lake PUD and Concept Plan. Thank you for considering this new Leander community.

Sincerely,

Mark Baker
Principal

4201 W. Parmer Lane, Building A, Suite 220 • Austin, Texas 78727 • 512.246.7003 • www.secplanning.com

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM PUD (PLANNED UNIT DEVELOPMENT), GC-3-B (GENERAL COMMERCIAL) AND GC-3-C (GENERAL COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT) WITH BASE DISTRICTS OF SFU-2-B (SINGLE-FAMILY URBAN), SFC-2-B (SINGLE-FAMILY COMPACT), SFL-2-B (SINGLE-FAMILY LIMITED), GC-2-A (GENERAL COMMERCIAL), LC-2-A (LOCAL COMMERCIAL), AND MF-2-A (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 parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 202.79 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "B", generally located at southwest corner of Bagdad and San Gabriel Pkwy; legally described as 202.79 acres more or less out of the C Cochran Survey, more particularly described in Document Numbers 2008003820 and 2009044349 Official Public Records of Williamson County, Texas, and identified by tax identification number R031689, R472771 and R502970.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property to PUD (Planned Unit Development) with base districts of SFU-2-B (Single-Family Urban), SFC-2-B (Single-Family Compact), SFL-2-B (Single-Family Limited), GC-2-A (General Commercial), LC-2-A (Local Commercial) and MF-2-A (Multi-Family)

known as the Devine Lake PUD. 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 7th day of April, 2016.
**FINALLY PASSED AND APPROVED** on this the 21st day of April, 2016.

**THE CITY OF LEANDER, TEXAS** **ATTEST:**

_____ _____

Christopher Fielder, Mayor Debbie Haile, City Secretary

# Exhibit A

## Devine Lake Planned Unit Development

### A. Purpose and Intent

The Devine Lake PUD is composed of 202.8 acres, as described in Exhibit B (Field Notes). The development of this property is planned as a high quality, residential community with a variety of residential product types and a mix of neighborhood oriented commercial uses.

The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plan depicts a mix of residential products, open space areas and commercial lands which are contemplated within the community.

### B. Applicability and Base Zoning

All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.

For the purpose of establishing development standards for the PUD, base zoning districts have been selected from the Leander Composite Zoning Ordinance for the various residential products proposed within the PUD.

- *For Lots 60' and wider: Base Zoning District SFU-2-A (Single Family Urban)*
- *For Lots 50'-59': Base Zoning District SFC-2-A (Single Family Compact)*
- *For Lots 40'-49': Base Zoning District SFL-2-A (Single Family Limited)*
- *For Commercial Use: Base Zoning District GC-2-A (General Commercial)*
- *For Commercial Use: Base Zoning District LC-2-A (Local Commercial)*

This PUD allows the flexibility to mix the various residential products and define boundaries for each lot type during the platting process. Each plat or site plan submitted to the City will identify the use at the time of City Submittal. All neighborhoods within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

### C. Conceptual Site Layout and Land Use Plan

Exhibit C attached is a conceptual site layout and land use plan intended to visually convey the design intent for the Devine Lake community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

The Devine Lake project is comprised of a mix of various single family detached products as well as commercial uses. Devine Lake will include a cohesive network of open spaces, including parks, water quality areas, floodplain and trail corridors. The open space and trails system combined with the sidewalk network will be critical in establishing a walkable, inviting community.

The product placement within the community is planned to provide the following development pattern:

SFL Single Family Limited
Products with garage access from rear alley, 41' lots will be located west and south of the commercial corner at San Gabriel Parkway and Bagdad Road. The higher density product will provide a transitional use between the commercial corner and the traditional single family lots. All single-family lots developed under this designation shall be accessed from a rear alley.

SFC Single Family Compact/SFU Single Family Urban
The area west of the product with garage access from the rear alley will contain a mix of 50' and 60' conventional single family product types with access points to the central park and trail system.

GC General Commercial
The southwest corner of San Gabriel Parkway and Bagdad Road shall be reserved for future commercial and neighborhood service retail. Internal sidewalks and trails will be aligned within the community to ensure that Devine Lake residents can easily access the commercial development by foot.

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The property located to the north of the future San Gabriel Parkway shall be reserved for future neighborhood retail and service uses.

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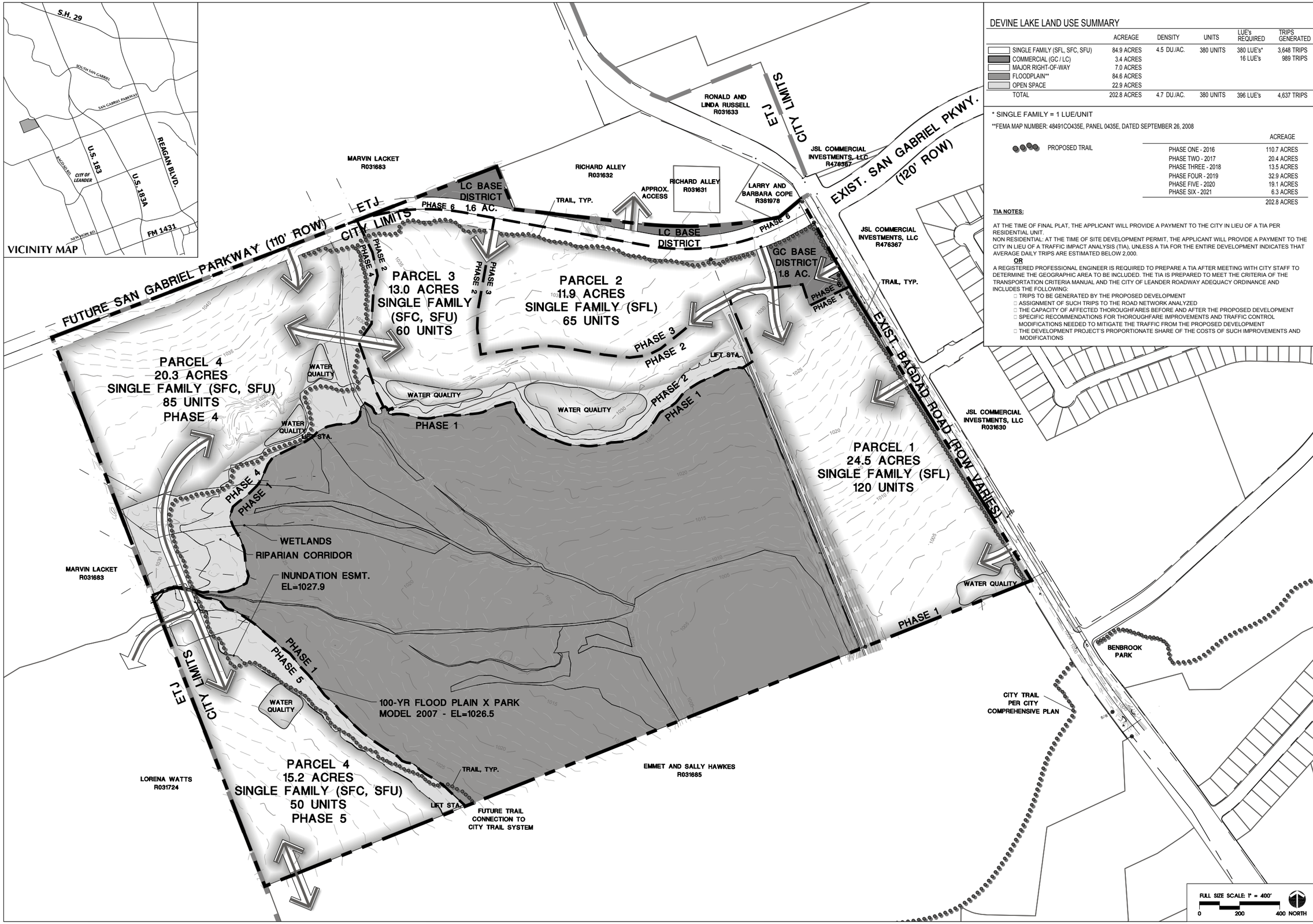


## DEVINE LAKE LAND USE SUMMARY

| | ACREAGE | DENSITY | UNITS | LUE's REQUIRED | TRIPS GENERATED |
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| SINGLE FAMILY (SFL, SFC, SFU) | 84.9 ACRES | 4.5 DU./AC. | 380 UNITS | 380 LUE's* | 3,648 TRIPS |
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| OPEN SPACE | 22.9 ACRES | | | | |
| TOTAL | 202.8 ACRES | 4.7 DU./AC. | 380 UNITS | 396 LUE's | 4,637 TRIPS |

* SINGLE FAMILY = 1 LUE/UNIT

**FEMA MAP NUMBER: 48491CO435E, PANEL 0435E, DATED SEPTEMBER 26, 2008

PROPOSED TRAIL

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## DEVINE LAKE
LEANDER, TEXAS

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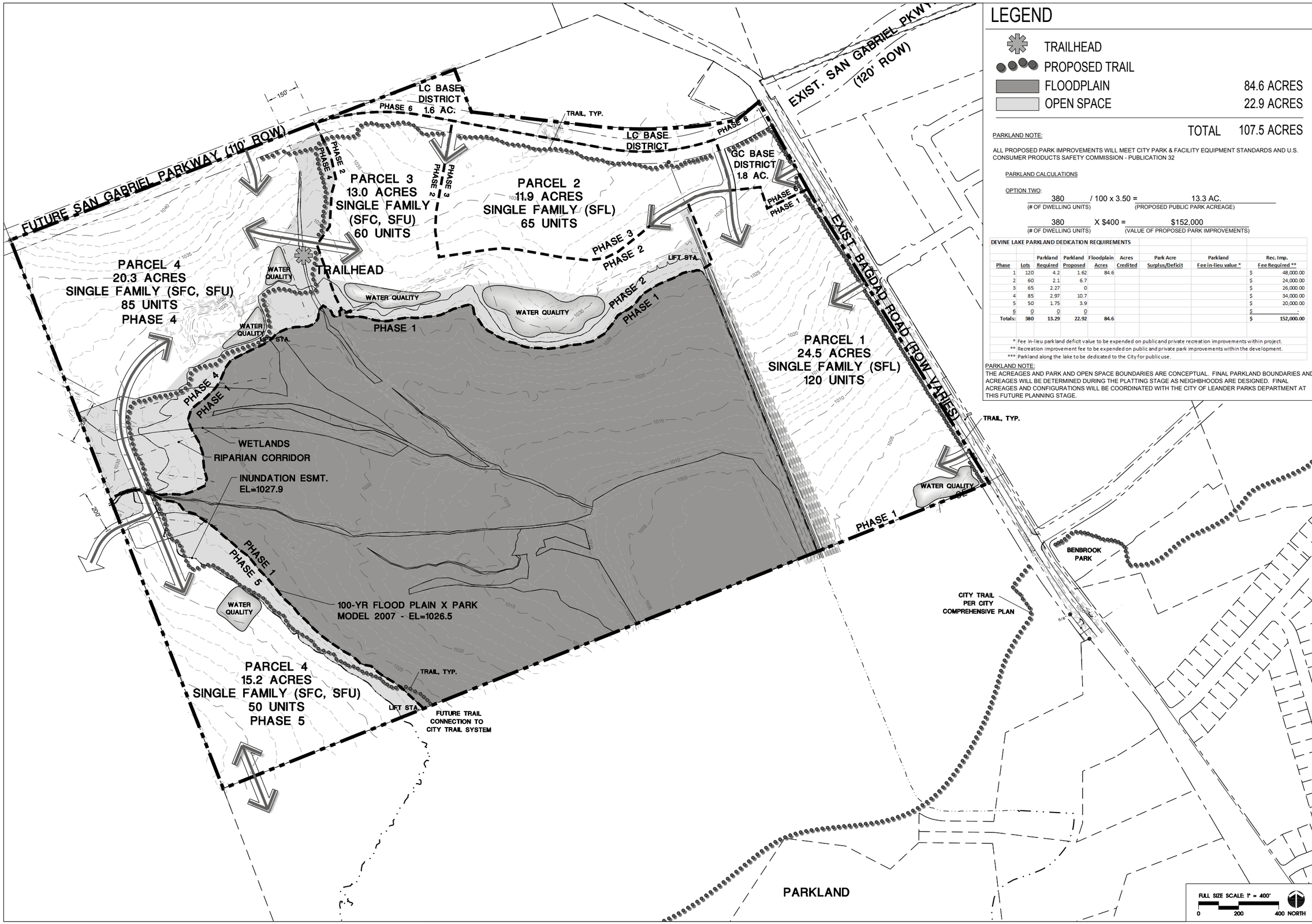
# <u>Exhibit C</u>
## Concept Plan Sheet 2 – Parkland Exhibit




# LEGEND

| | |
|---|---|
| TRAILHEAD | |
| PROPOSED TRAIL | |
| FLOODPLAIN | 84.6 ACRES |
| OPEN SPACE | 22.9 ACRES |
| TOTAL | 107.5 ACRES |

PARKLAND NOTE:

ALL PROPOSED PARK IMPROVEMENTS WILL MEET CITY PARK & FACILITY EQUIPMENT STANDARDS AND U.S. CONSUMER PRODUCTS SAFETY COMMISSION - PUBLICATION 32

PARKLAND CALCULATIONS

OPTION TWO:

380 / 100 x 3.50 = 13.3 AC.
(# OF DWELLING UNITS) (PROPOSED PUBLIC PARK ACREAGE)

380 X $400 = $152,000
(# OF DWELLING UNITS) (VALUE OF PROPOSED PARK IMPROVEMENTS)

DEVINE LAKE PARKLAND DEDICATION REQUIREMENTS

| Phase | Lots | Parkland Required | Parkland Proposed | Floodplain Acres | Acres Credited | Park Acre Surplus/Deficit | Parkland Fee in-lieu value * | Rec. Imp. Fee Required ** |
|---|---|---|---|---|---|---|---|---|
| 1 | 120 | 4.2 | 1.62 | 84.6 | | | | $ 48,000.00 |
| 2 | 60 | 2.1 | 6.7 | | | | | $ 24,000.00 |
| 3 | 65 | 2.27 | 0 | | | | | $ 26,000.00 |
| 4 | 85 | 2.97 | 10.7 | | | | | $ 34,000.00 |
| 5 | 50 | 1.75 | 3.9 | | | | | $ 20,000.00 |
| 6 | 0 | 0 | 0 | | | | | $ - |
| Totals: | 380 | 13.29 | 22.92 | 84.6 | | | | $ 152,000.00 |

* Fee in-lieu parkland deficit value to be expended on public and private recreation improvements within project.
** Recreation improvement fee to be expended on public and private park improvements within the development.
*** Parkland along the lake to be dedicated to the City for public use.

PARKLAND NOTE:
THE ACREAGES AND PARK AND OPEN SPACE BOUNDARIES ARE CONCEPTUAL. FINAL PARKLAND BOUNDARIES AND ACREAGES WILL BE DETERMINED DURING THE PLATTING STAGE AS NEIGHBHOODS ARE DESIGNED. FINAL ACREAGES AND CONFIGURATIONS WILL BE COORDINATED WITH THE CITY OF LEANDER PARKS DEPARTMENT AT THIS FUTURE PLANNING STAGE.

FULL SIZE SCALE: 1" = 400'
0 200 400 NORTH

SEC Planning, LLC
Austin, Texas
LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING
4201 W. Parmer Lane Bldg A Suite 220
Austin, TX 78727
T 512.246.7003
F 512.246.7793
www.secplanning.com
Email : info@secplanning.com

OWNER:
SIXTH STREET CAPITAL INVESTORS, LP
DEVINE LAND INVESTMENTS, LLC
12343 VENTURA BLVD.
SUITE H
STUDIO CITY, CA, 91604
T: 818-522-7200

# CONCEPT PLAN-SHEET 2
# PARKLAND EXHIBIT
## DEVINE LAKE
## LEANDER, TEXAS

Q:\150065-SELA\Cadfiles\PLANNING\Submittals\September 2015 Concept Plan PUD Submittal\Concept-PUD Plan.dwg

Issued:
1. City Concept Submittal 09/17/15
2.
3.
4.
5.

Revisions:
1. City Concept Submittal 11/06/15
2. City Concept Submittal 3/21/16
3.
4.
5.

Issue Date: September 17, 2015

Drawn By: MB
Reviewed By: MB

Project No.
150065-SIXT

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SEC Planning, LLC

## Consent Agenda

7. Subdivision Case 14-FP-046: Consider action on the Savanna Ranch, Section 4 Final Plat for 25.237 acres more or less; WCAD Parcels R528758, R508012, R518615, R508009, and R518618; generally located to the north of the intersection of Halsey Drive and San Gabriel Parkway; Leander, Williamson County, Texas. Applicant/Agent: Danny Martin, P.E. (Malone Wheeler) on behalf of Benbrook Development, Inc.

8. Subdivision Case 15-SFP-018: Consider action on the Crystal Falls Town Center, Section 1, Lot 3, Block A replat for 12.719 acres more or less; WCAD Parcels R517837 and R539680; generally located to the southwest of the intersection of N Lakeline Blvd and Crystal Falls Pkwy; Leander, Williamson County, Texas. Applicant/Agent: Joseph T. Sandoval, P.E. on behalf of Cypress Crystal Falls, LP, by Cypress Crystal Falls GP, LLC, by Brian C. Parro, CFP/VP.

9. Plat Vacate Case 16-PV-001: Consider action on the vacation of Lot 10 of the Highmeadow Estates, Phase 1 Subdivision Final Plat for 5.013 acres more or less; generally located to the northeast of the intersection of Ronald W. Reagan Blvd and FM 2243, Leander, Williamson County, Texas. Applicant: 360 Professional Services, Inc (Scott J. Foster) on behalf of Vince J & Nanette Giaco.

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

## Public Hearing

10. Zoning Case 15-Z-028 & Subdivision Case 15-CP-005: Hold a public hearing and consider action on the rezoning and approval of the Devine Lake Concept Plan and PUD zoning for three parcels located at southwest corner of Bagdad and San Gabriel Pkwy; for 202.79 acres more or less; WCAD Parcels R031689, R472771 and R502970. Currently, the property is zoned PUD (Planned Unit Development), GC-3-B (General Commercial) and GC-3-C (General Commercial). The applicant is proposing to zone the PUD (Planned Unit Development) with base districts of SFU-2-A (Single-Family Urban), SFC-2-A (Single-Family Compact), SFL-2-A (Single-Family Limited), and GC-2-A (General Commercial); Leander, Williamson County, Texas. Applicant: Mark Baker on behalf of Sixth Street Capital Investors, LP and Devine Land Investments, LLC.

a) Staff Presentation

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

b) Applicant Presentation

**Gary Blackwell explained the purpose for the zoning and concept plan 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 PUD (Planned Unit Development) with base districts of SFU-2-A (Single-Family Urban), SFC-2-A (Single-Family Compact), SFL-2-A (Single-Family Limited), LC-2-A (Local Commercial) and GC-2-A (General Commercial), and Concept Plan. Commissioner Means seconded the motion. Motion passed unanimously.**

11. Subdivision Case 15-CP-006: Hold a public hearing and consider action on the Valley Vista Concept Plan, for 67.7 acres more or less; WCAD Parcels R510101, R497581, R497583, and R473803, generally located ½ mile north from the northwest corner of the intersection of CR 274 and Ronald Reagan Blvd, on the west side of Ronald Reagan Blvd., Leander, Williamson County Texas. Applicant: Shawn Graham on behalf of Robert Tesch.

a) a Staff Presentation

**Martin Siwek, Planner, discussed the proposed zoning.**

b) Applicant Presentation

**Robert Tesch and Shawn Graham explained the concept plan request.**

c) Open Public Hearing

**Chair Sokol open 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

**Vice Chair Allen moved to approve the Concept Plan. Commissioner Hines seconded the motion. Motion passed unanimously.**

Zoning Case 15-Z-033: Hold a public hearing and consider action on the rezoning of two parcels located at generally located at the northwest corner of the future intersection of Lakeline Blvd and San Gabriel Pkwy; for 119.932 acres more or less; legally described as 119.932 acres out of the Charles Cochran Survey Abstract No. 134 Williamson County, Texas, WCAD Parcels R031730 and R473812. Currently, the property is zoned Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property SFR-2-A (Single-Family Rural), LC-2-B (Local Commercial), LO-2-B (Local Office) and SFT-2-B (Single-Family Townhouse); Leander, Williamson County, Texas. Applicant: Danny R. Martin on behalf of J.L. Development, Inc/John Lloyd.

a) Staff Presentation

**Martin Siwek, Planner, discussed the proposed zoning request.**

b) Applicant Presentation

**Danny Martin explained the purpose for the zoning request.**

**Executive Summary**

**April 07, 2016**

---

**Agenda Subject:** Subdivision Case 15-CP-006: Hold a public hearing and consider action on the Valley Vista Concept Plan, for 67.7 acres more or less; WCAD Parcels R510101, R497581, R497583, and R473803, generally located ½ mile north from the northwest corner of the intersection of CR 274 and Ronald Reagan Blvd, on the west side of Ronald Reagan Blvd., Leander, Williamson County Texas.

**Background:** This request is the first step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances.

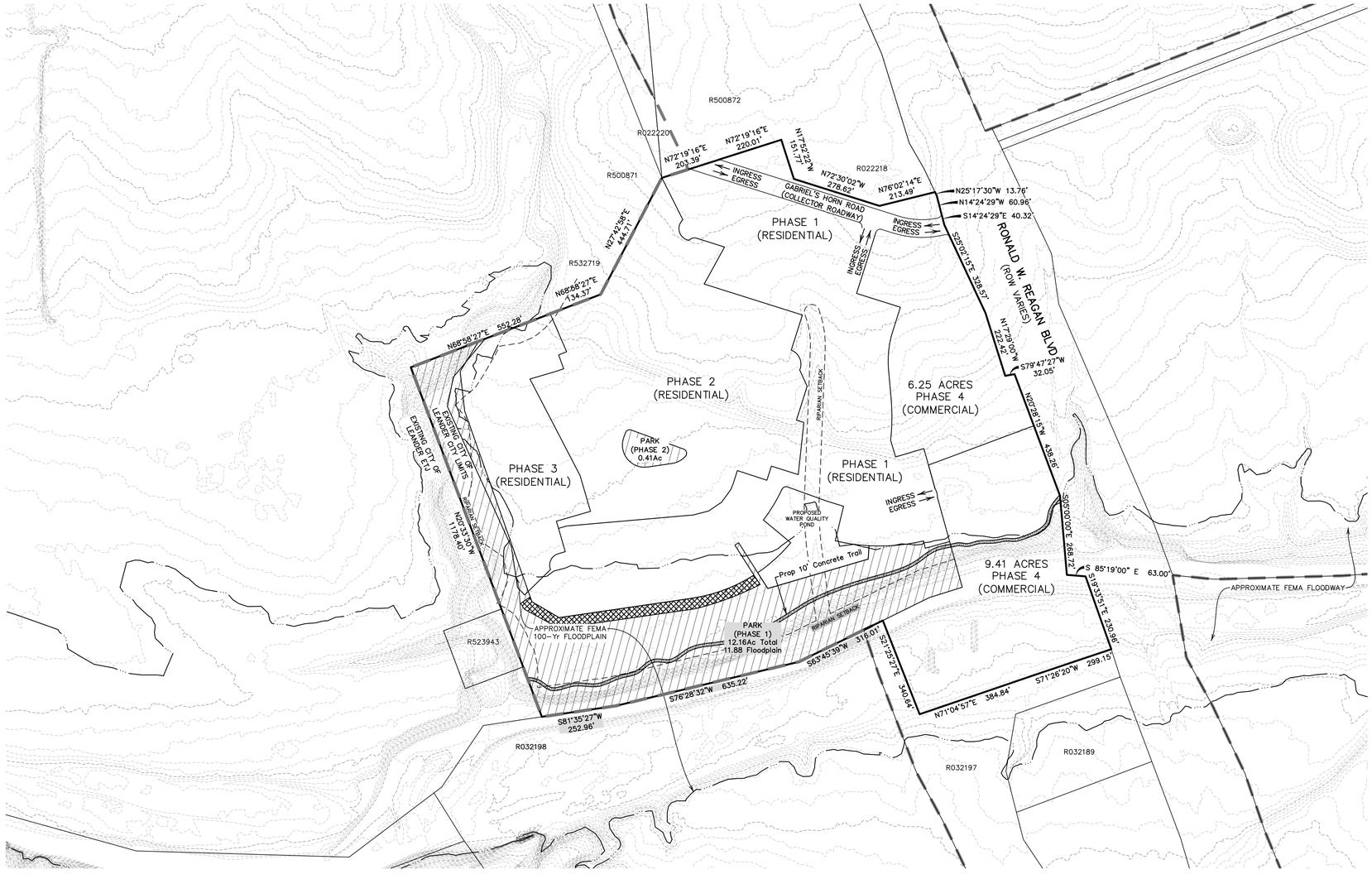
**Origination:** Applicant: Shawn Graham on behalf of Robert Tesch.

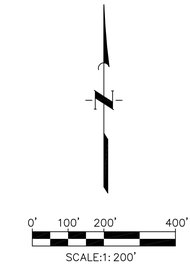
**Financial Consideration:** None

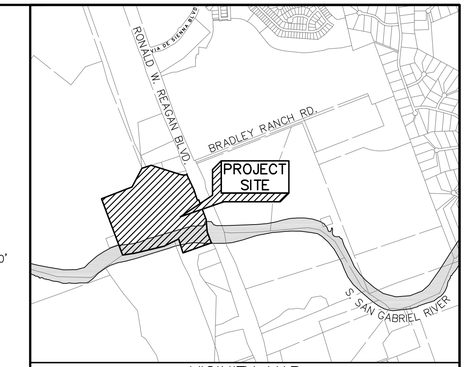
**Recommendation:** Staff recommends approval of the concept plan. This concept plan includes 152 single family lots, 1 water quality lot, 1 parkland lot, and 2 commercial lots. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning and Zoning Commission unanimously recommended approval of the concept plan at the March 24, 2016 meeting.

**Attachments:**
1. Concept Plan
2. Minutes-Planning & Zoning Commission March 24, 2016

**Prepared By:** Tom Yantis, AICP
Assistant City Manager 03/28/2016




VICINITY MAP
1" = 1500'

LEGEND:

- PARKLAND
- FLOODWAY
- PARKLAND TO BE REMOVED FROM FLOODPLAIN (APPROX. 0.67 ACRE)
- CONCRETE TRAIL
- PROPOSED CITY LIMIT BOUNDARY
- EXISTING CITY LIMIT BOUNDARY
- 100-YEAR FLOODPLAIN
- RIPARIAN SETBACK

**Property Owners within 200 feet of Site Boundaries**

| Property ID | Owner's Name & Address | Site Address |
|---|---|---|
| R022218 | **Equity Secured Capital LP**<br>PO Box 160460<br>Austin, TC 78716-0460 | 18175 Ronald W. Reagan Blvd.<br>Georgetown, TX 78628 |
| R022220 | **Wedemeyer, Howard Barkley**<br>5773 Woodway 207<br>Houston, TX 77057 | Ronald W. Reagan Blvd.<br>Georgetown, TX 78628 |
| R532719 | **Wedemeyer, Howard Barkley**<br>5773 Woodway 207<br>Houston, TX 77057 | 1501 County Road 267<br>Georgetown, TX 78628 |
| R523943 | **Wedemeyer, Howard Barkley & Scott Kiella &ET AL**<br>5773 Woodway 207<br>Houston, TX 77057 | Ronald W. Reagan Blvd.<br>Georgetown, TX 78628 |
| R500872 | **Equity Secured Capital LP**<br>PO Box 160460<br>Austin, TX 78716-0460 | 18175 Ronald W. Reagan Blvd.<br>Georgetown, TX 78628 |
| R032198 | **Lamb Huie H Jr.**<br>5803 Bullard Dr.<br>Austin, TX 78757-4403 | 2650 CR 268<br>Leander, TX 78641 |
| R032189 | **Texas Spice Company Company Inc**<br>PO Box 2815<br>Cedar Park, TX 78630 | 17941 Ronald W. Reagan Blvd.<br>Leander, TX 78641 |
| R500871 | **Equity Secured Capital LP**<br>PO Box 160460<br>Austin, TX 78716-0460 | 18175 Ronald W. Reagan Blvd.<br>Leander, TX 78641 |
| R032197 | **Lamb Huie H Jr.**<br>5803 Bullard Dr.<br>Austin, TX 78757-4403 | 18001 Ronald W. Reagan Blvd.<br>Leander, TX 78641 |

NOTES:

1. BASED ON CURRENT LOT YIELD, THIS DEVELOPMENT WILL GENERATE AN ESTIMATED 2,463 AVERAGE DAILY TRIPS AS CALCULATED BY THE ITE TRIP GENERATION MODEL. AT THE TIME OF FINAL PLAT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TIA.
2. A PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YR FLOODPLAIN, AS SHOWN ON FEMA FIRM PANEL 48491C0455E WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, SEPTEMBER 26, 2008.
3. TIMING:

   PHASE ONE COMPLETION 6/01/2017.
   PHASE TWO COMPLETION 6/01/2018.
   PHASE THREE COMPLETION 6/01/2019.
   PHASE FOUR COMPLETION 6/01/2020.


DEVELOPER:

TESCH DEVELOPMENT CO., LLC
1400 E. WHITESTONE BLVD
CEDAR PARK, TEXAS 78613

ROBERT E. TESCH
(512) 970-0530
bob@teschassociates.com

OWNER:

ROBERT E. TESCH
18051 RONALD REAGAN BLVD
LEANDER, TEXAS 78641

ENGINEER/SURVEYOR/PLANNER:

JONES|CARTER
Texas Board of Professional Engineers Registration No. F-439

1701 DIRECTORS BLVD, STE. 400
AUSTIN, TEXAS 78744
(512) 441-9493 (Phone)
(512) 445-2286 (Fax)


LOT TABLE

| | |
|---|---|
| RESIDENTIAL (70'x120') | 2 LOTS |
| RESIDENTIAL (65'x120') | 4 LOTS |
| RESIDENTIAL (60'x120') | 53 LOTS |
| RESIDENTIAL (50'x120') | 69 LOTS |
| RESIDENTIAL (42'x130') | 9 LOTS |
| RESIDENTIAL (41'x120') | 15 LOTS |
| WATER QUALITY | 1 LOT |
| PARKLAND | 2 LOTS |
| COMMERCIAL | 2 LOTS |
| L.U.E.'s | 189 |

LAND USE TABLE

| | |
|---|---|
| SINGLE FAMILY | 37.7 AC |
| COMMERCIAL | 15.8 AC |
| PARKS | 12.6 AC |
| PONDS | 1.6 AC |
| TOTAL ACRES | 67.7 AC |

**VALLEY VISTA PARKLAND DEDICATION WORKSHEET** 7/6/2015

| Lots | Parkland Required* | Parkland Proposed | Floodplain Acres | Parkland Credited* | Parkland Deficit/Surplus | Parkland Fee in-Lieu Value | Rec. Imp. Fee Required | Facilities Proposed |
|---|---|---|---|---|---|---|---|---|
| 152 | 5.32 | 13.80 | 11.64 | 4.82 | -0.50 | $ 11,785.50 | $ 60,800.00 | 10' concrete trail + unknown improvements |

* The 1st priority for meeting Parkland Dedication Ordinance requirements is the establishment of a public trail corridor along the river.
** Recreation improvement fees shall be used to construct the public trail and remaining funds may be credited towards private recreation improvements. Verification that the cost of recreation improvements meet or exceed the required fee amount must be received to gain full credit. If less is expended the remainder of the fee shall be paid to the City of Leander.
*** A fiscal surety will be required at plat approval for the recreation improvement fee. The surety will be released upon satisfactory completion of all parkland dedication ordiance requirements.
**** Fee in-lieu for parkland deficit to be paid to the City at plat approval.

# VALLEY VISTA CONCEPT PLAN

## CITY OF LEANDER

## OCTOBER 2015

J:\Projects\A758 Tesch Development\001-00 Red Oak Valley West\Civil\Exhibits\Concept Plan\Concept Plan 2016-03-10.dwg

JONES|CARTER AUSTIN, TEXAS

e) Discussion

**Discussion took place.**

f) Consider Action

**Commissioner Anderson moved to approve the PUD (Planned Unit Development) with base districts of SFU-2-A (Single-Family Urban), SFC-2-A (Single-Family Compact), SFL-2-A (Single-Family Limited), LC-2-A (Local Commercial) and GC-2-A (General Commercial), and Concept Plan. Commissioner Means seconded the motion. Motion passed unanimously.**

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a) a Staff Presentation

**Martin Siwek, Planner, discussed the proposed zoning.**

b) Applicant Presentation

**Robert Tesch and Shawn Graham explained the concept plan request.**

c) Open Public Hearing

**Chair Sokol open 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

**Vice Chair Allen moved to approve the Concept Plan. Commissioner Hines seconded the motion. Motion passed unanimously.**

Zoning Case 15-Z-033: Hold a public hearing and consider action on the rezoning of two parcels located at generally located at the northwest corner of the future intersection of Lakeline Blvd and San Gabriel Pkwy; for 119.932 acres more or less; legally described as 119.932 acres out of the Charles Cochran Survey Abstract No. 134 Williamson County, Texas, WCAD Parcels R031730 and R473812. Currently, the property is zoned Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property SFR-2-A (Single-Family Rural), LC-2-B (Local Commercial), LO-2-B (Local Office) and SFT-2-B (Single-Family Townhouse); Leander, Williamson County, Texas. Applicant: Danny R. Martin on behalf of J.L. Development, Inc/John Lloyd.

a) Staff Presentation

**Martin Siwek, Planner, discussed the proposed zoning request.**

b) Applicant Presentation

**Danny Martin explained the purpose for the zoning request.**

**Executive Summary**

**April 7, 2016**

**Agenda Subject**: First reading of the ordinances annexing sixteen (16) areas of land totaling 2,003.02 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

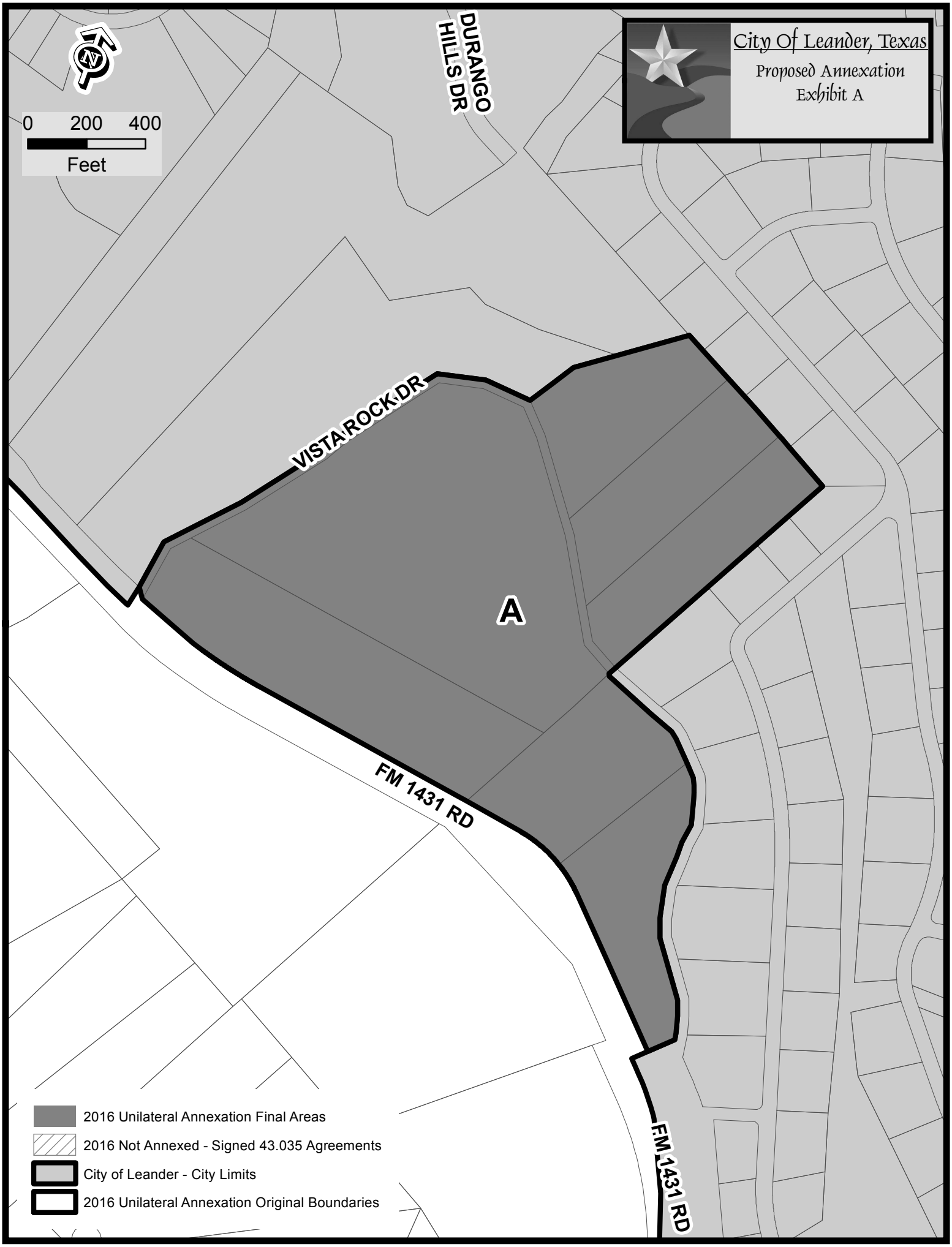
**Recommendation:** Staff recommends approval of the first readings of the ordinances.

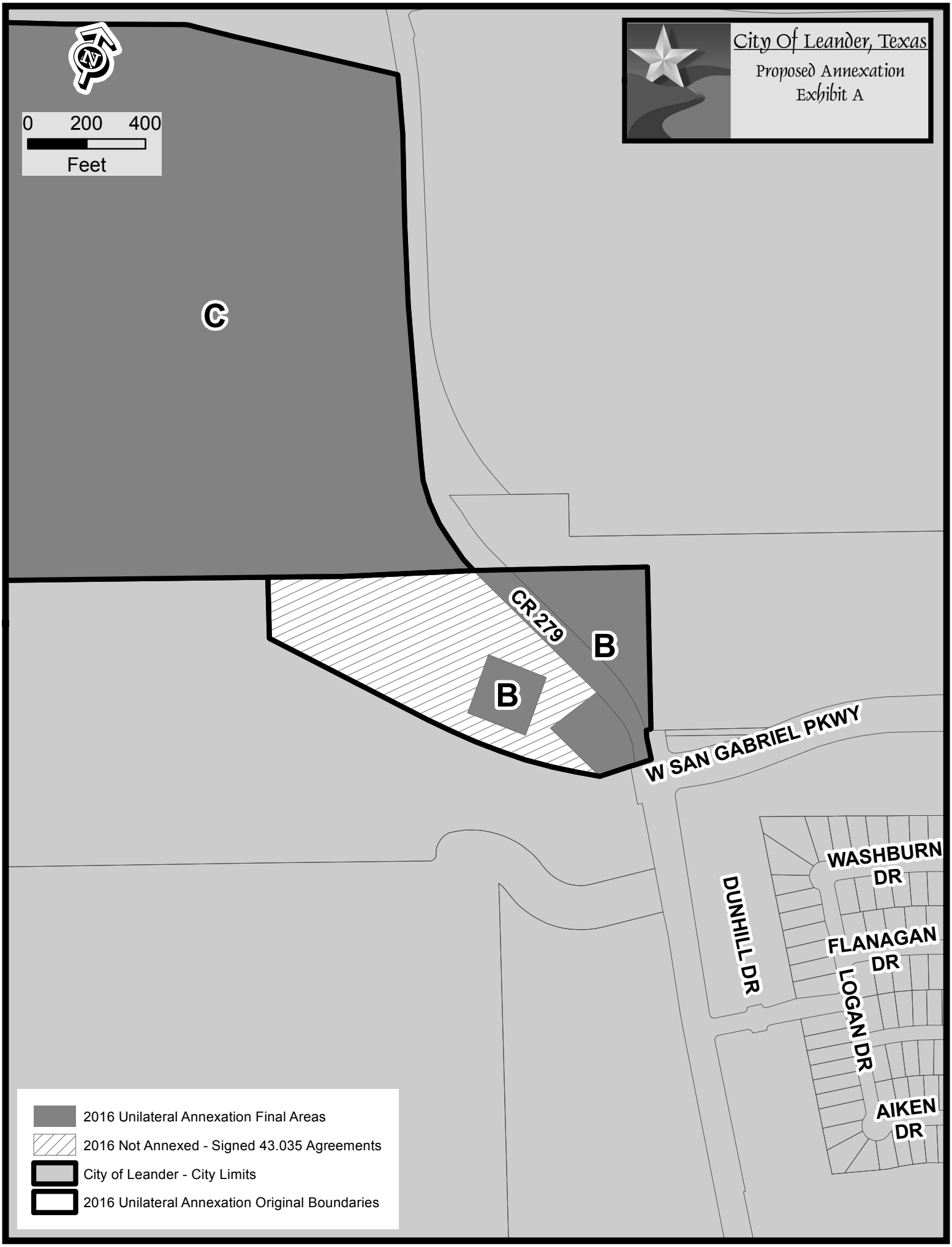
**Attachments:**

1. Ordinances
2. Maps

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

3/30/2016


City Of Leander, Texas
Proposed Annexation
Exhibit A
0 200 400
Feet
DURANGO HILLS DR
VISTA ROCK DR
A
FM 1431 RD
FM 1431 RD
2016 Unilateral Annexation Final Areas
2016 Not Annexed - Signed 43.035 Agreements
City of Leander - City Limits
2016 Unilateral Annexation Original Boundaries


City Of Leander, Texas
Proposed Annexation
Exhibit A
0 200 400
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C
B
B
CR 279
W SAN GABRIEL PKWY
WASHBURN DR
DUNHILL DR
FLANAGAN DR
LOGAN DR
AIKEN DR
2016 Unilateral Annexation Final Areas
2016 Not Annexed - Signed 43.035 Agreements
City of Leander - City Limits
2016 Unilateral Annexation Original Boundaries

City Of Leander, Texas
Proposed Annexation
Exhibit A
0 400 800
Feet
1
F
D
C
B
B
CR 280
CR 279
PASS
2016 Unilateral Annexation Final Areas
2016 Not Annexed - Signed 43.035 Agreements
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City Of Leander, Texas
Proposed Annexation
Exhibit A
0 400 800
Feet
E
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D
C
1
COUNCIL SPRINGS CV
CR 280
COUNCIL SPRINGS PASS
GREATWOOD TRL
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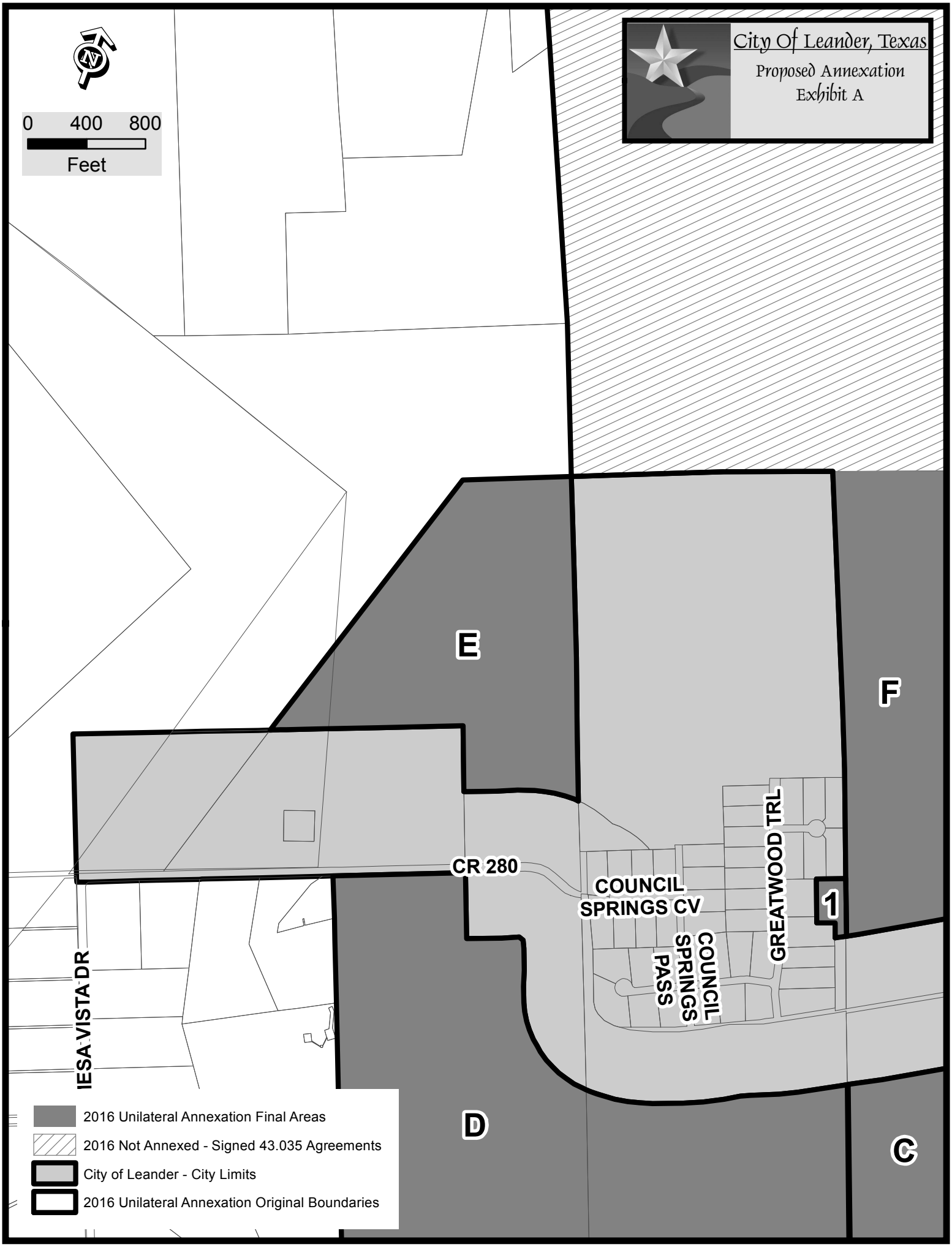
City Of Leander, Texas
Proposed Annexation
Exhibit A
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CR 280
COUNCIL SPRINGS CV
COUNCIL SPRINGS PASS
GREATWOOD TRL
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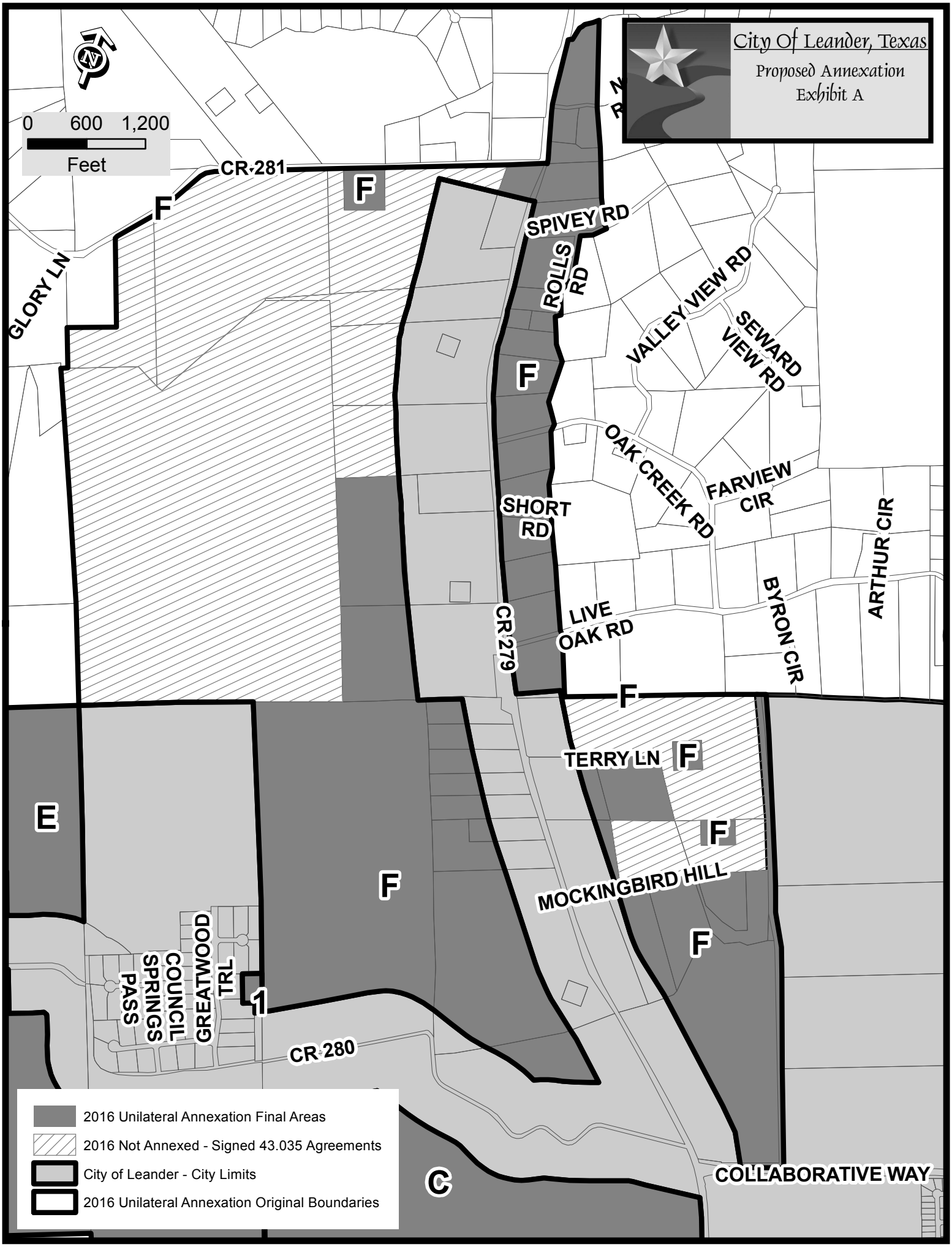
City Of Leander, Texas
Proposed Annexation
Exhibit A
0 600 1,200
Feet
CR 281
GLORY LN
SPIVEY RD
ROLLS RD
VALLEY VIEW RD
SEWARD VIEW RD
OAK CREEK RD
FARVIEW CIR
SHORT RD
ARTHUR CIR
BYRON CIR
LIVE OAK RD
CR 279
TERRY LN
MOCKINGBIRD HILL
COUNCIL SPRINGS PASS
GREATWOOD TRL
CR 280
COLLABORATIVE WAY
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2016 Unilateral Annexation Final Areas
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City of Leander - City Limits
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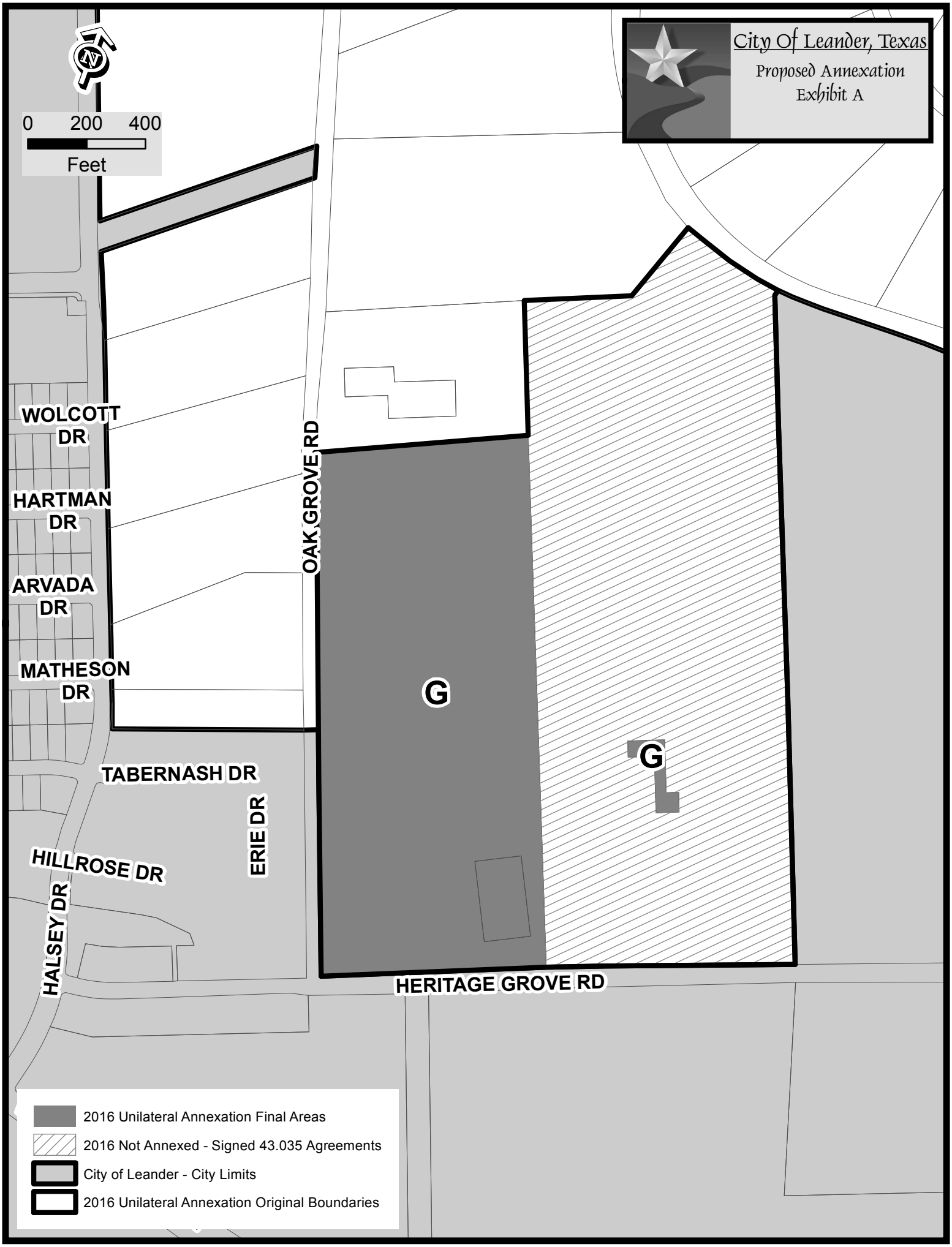
City Of Leander, Texas
Proposed Annexation
Exhibit A
0 200 400
Feet
WOLCOTT DR
HARTMAN DR
ARVADA DR
MATHESON DR
TABERNASH DR
ERIE DR
HILLROSE DR
HALSEY DR
OAK GROVE RD
HERITAGE GROVE RD
G
G
2016 Unilateral Annexation Final Areas
2016 Not Annexed - Signed 43.035 Agreements
City of Leander - City Limits
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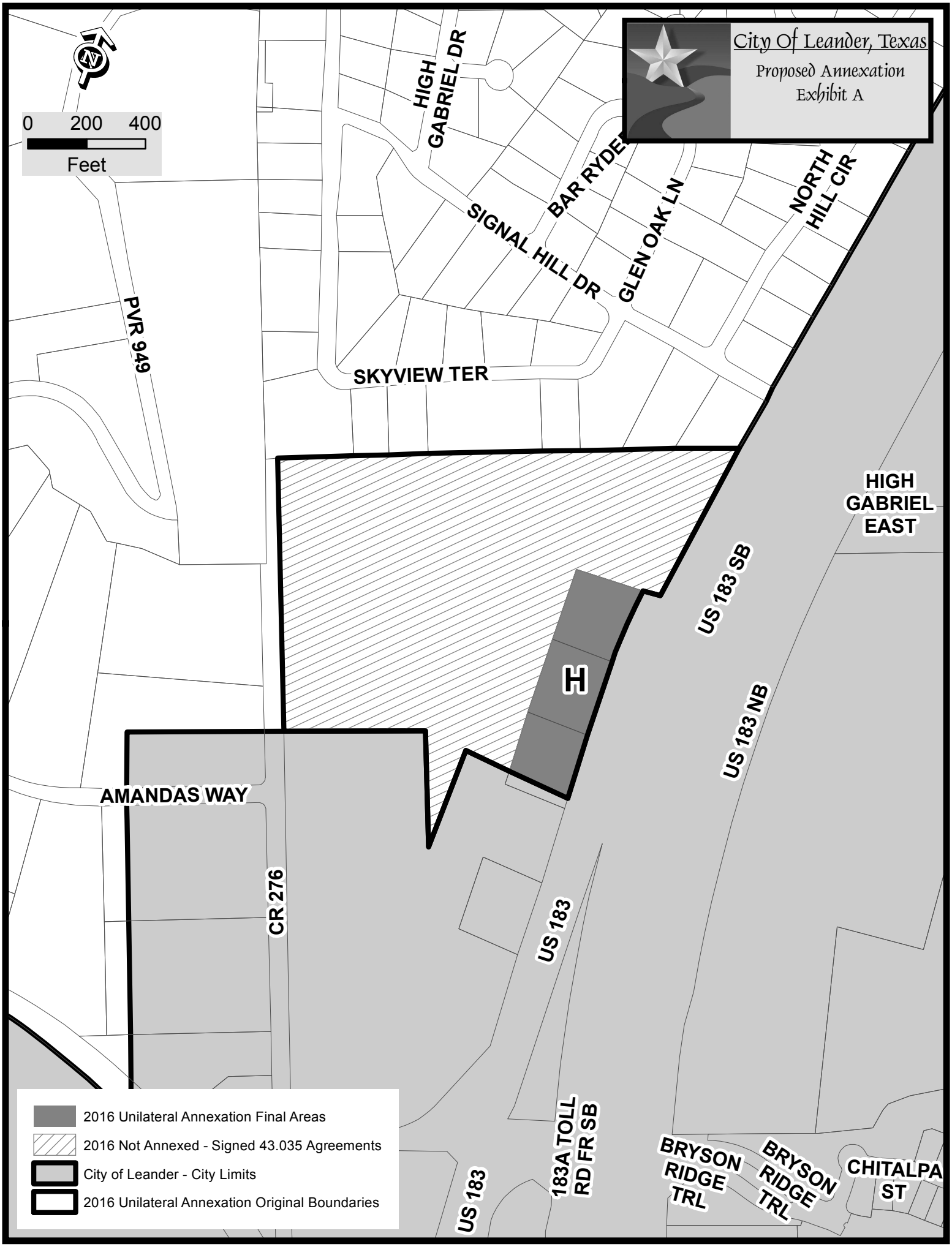
City Of Leander, Texas
Proposed Annexation
Exhibit A
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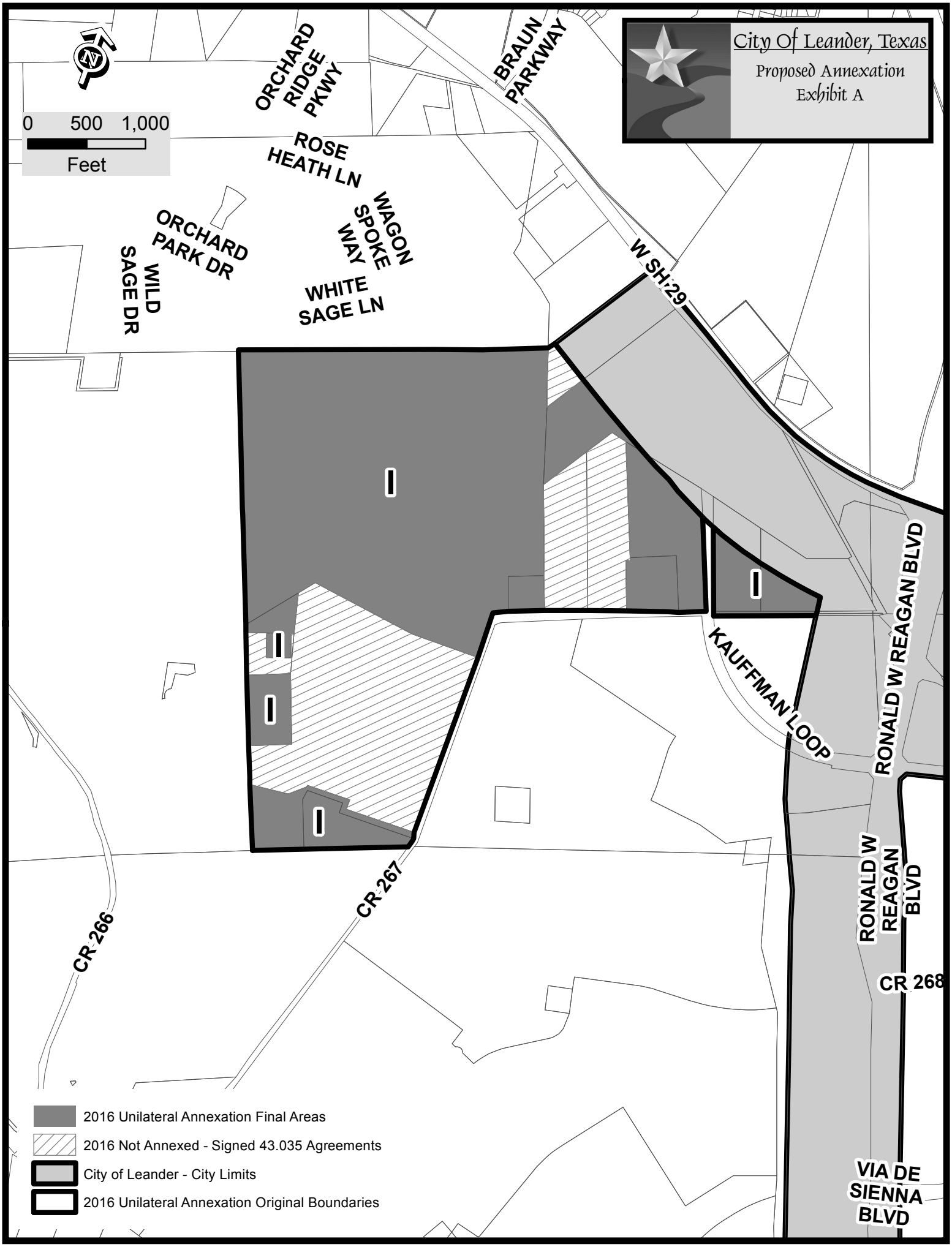
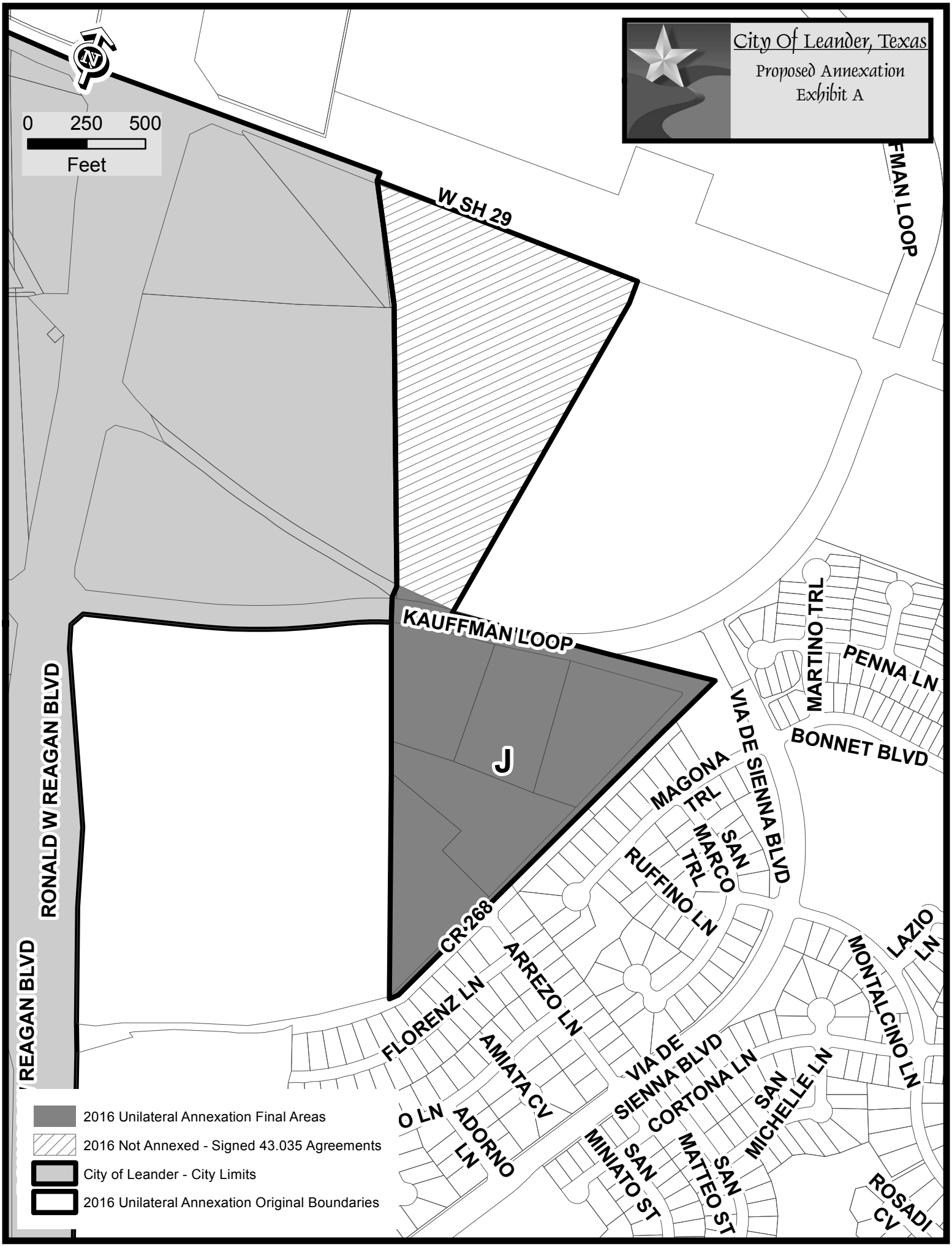
Feet
HIGH GABRIEL DR
BAR RYDER
GLEN OAK LN
NORTH HILL CIR
SIGNAL HILL DR
PVR 949
SKYVIEW TER
HIGH GABRIEL EAST
US 183 SB
US 183 NB
H
AMANDAS WAY
CR 276
US 183
183A TOLL RD FR SB
BRYSON RIDGE TRL
BRYSON RIDGE TRL
CHITALPA ST
US 183
2016 Unilateral Annexation Final Areas
2016 Not Annexed - Signed 43.035 Agreements
City of Leander - City Limits
2016 Unilateral Annexation Original Boundaries


City Of Leander, Texas
Proposed Annexation
Exhibit A
0 500 1,000
Feet
ORCHARD RIDGE PKWY
BRAUN PARKWAY
ROSE HEATH LN
WAGON SPOKE WAY
ORCHARD PARK DR
WILD SAGE DR
WHITE SAGE LN
W SH 29
KAUFFMAN LOOP
RONALD W REAGAN BLVD
CR 267
CR 266
CR 268
VIA DE SIENNA BLVD
2016 Unilateral Annexation Final Areas
2016 Not Annexed - Signed 43.035 Agreements
City of Leander - City Limits
2016 Unilateral Annexation Original Boundaries


City Of Leander, Texas
Proposed Annexation
Exhibit A
0 250 500
Feet
W SH 29
FMAN LOOP
KAUFFMAN LOOP
J
RONALD W REAGAN BLVD
REAGAN BLVD
CR 268
MARTINO TRL
PENNA LN
BONNET BLVD
VIA DE SIENNA BLVD
MAGONA TRL
SAN MARCO TRL
RUFFINO LN
LAZIO LN
MONTALCINO LN
ARREZO LN
FLORENZ LN
AMIATA CV
VIA DE SIENNA BLVD
CORTONA LN
SAN MICHELLE LN
O LN
ADORNO LN
SAN MINIATO ST
SAN MATTEO ST
ROSADI CV
2016 Unilateral Annexation Final Areas
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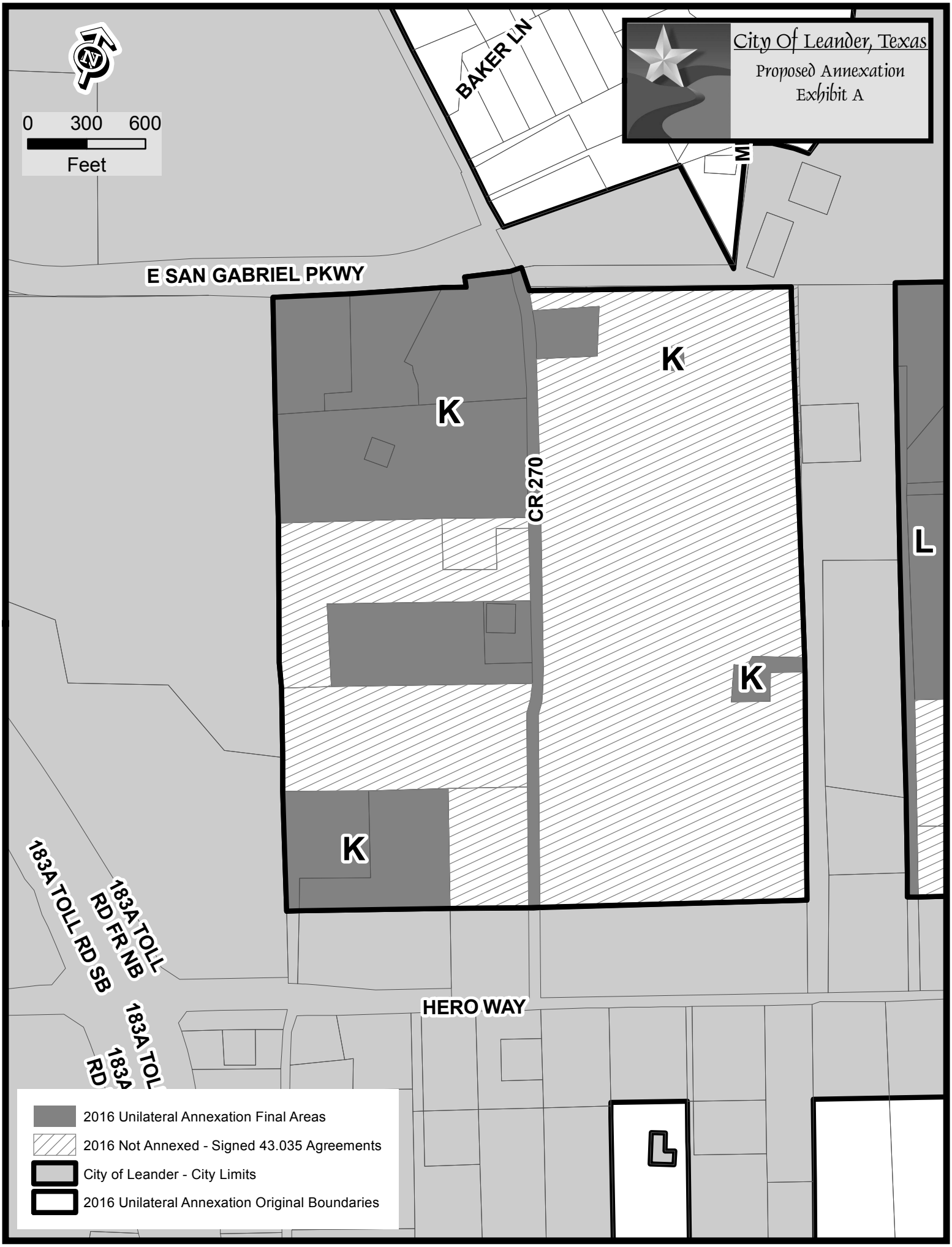
City of Leander - City Limits
2016 Unilateral Annexation Original Boundaries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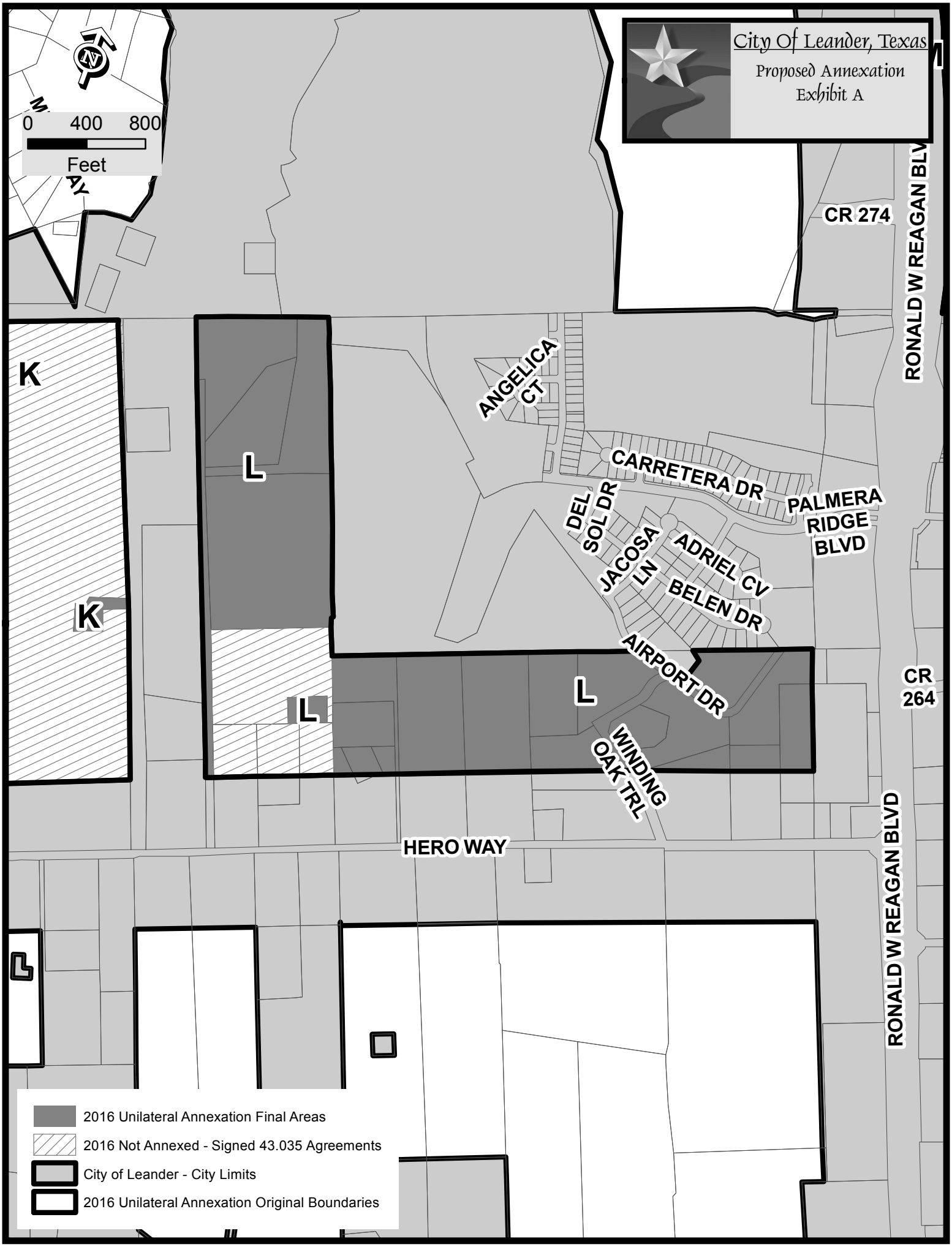
2016 Not Annexed - Signed 43.035 Agreements
City of Leander - City Limits
2016 Unilateral Annexation Original Boundaries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DEL SOL DR
JACOSA LN
ADRIEL CV
BELEN DR
AIRPORT DR
WINDING OAK TRL
CR 264
HERO WAY
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2016 Unilateral Annexation Final Areas
2016 Not Annexed - Signed 43.035 Agreements
City of Leander - City Limits
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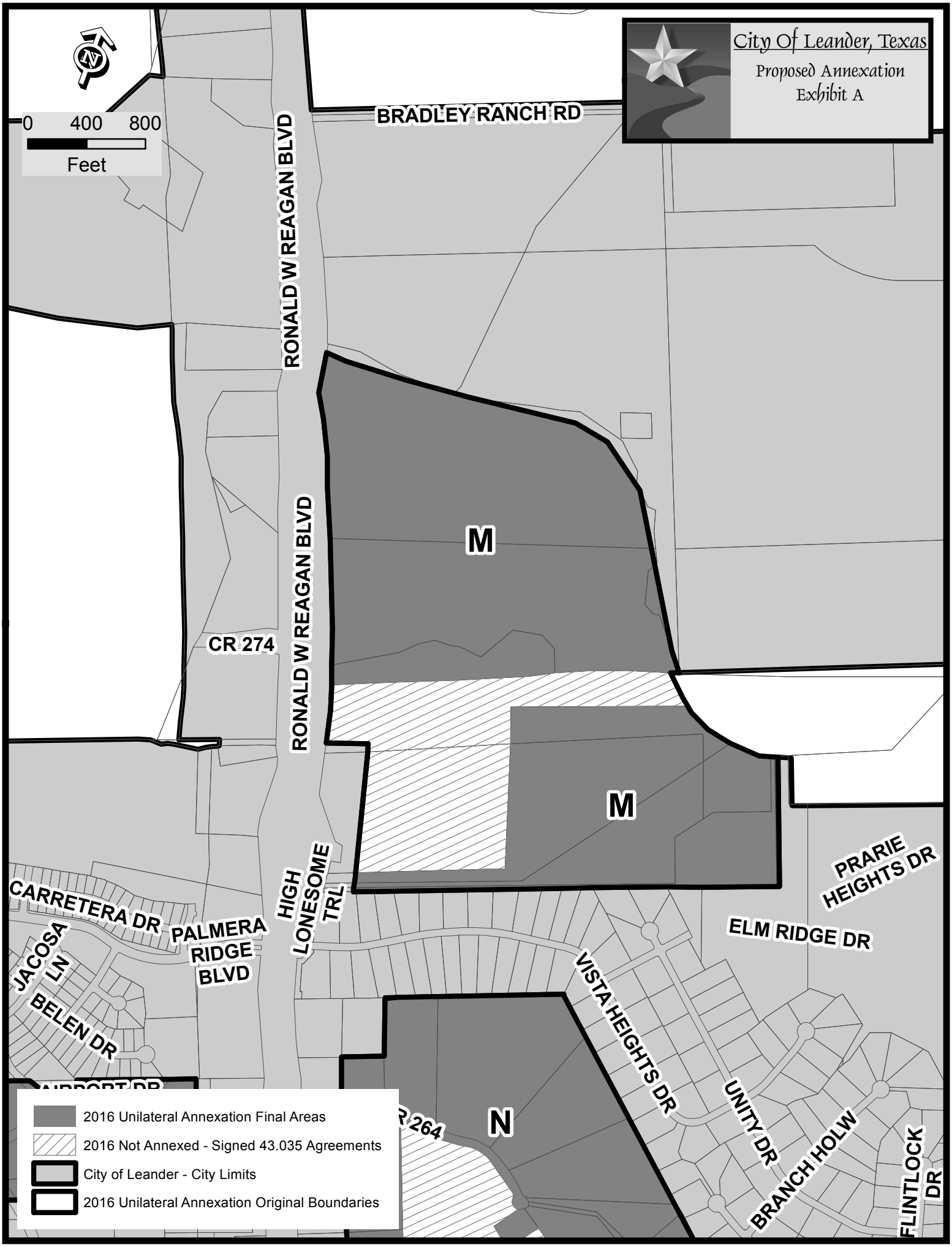
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M
M
N
HIGH LONESOME TRL
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PALMERA RIDGE BLVD
JACOSA LN
BELEN DR
PRARIE HEIGHTS DR
ELM RIDGE DR
VISTA HEIGHTS DR
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2016 Unilateral Annexation Final Areas
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City of Leander - City Limits
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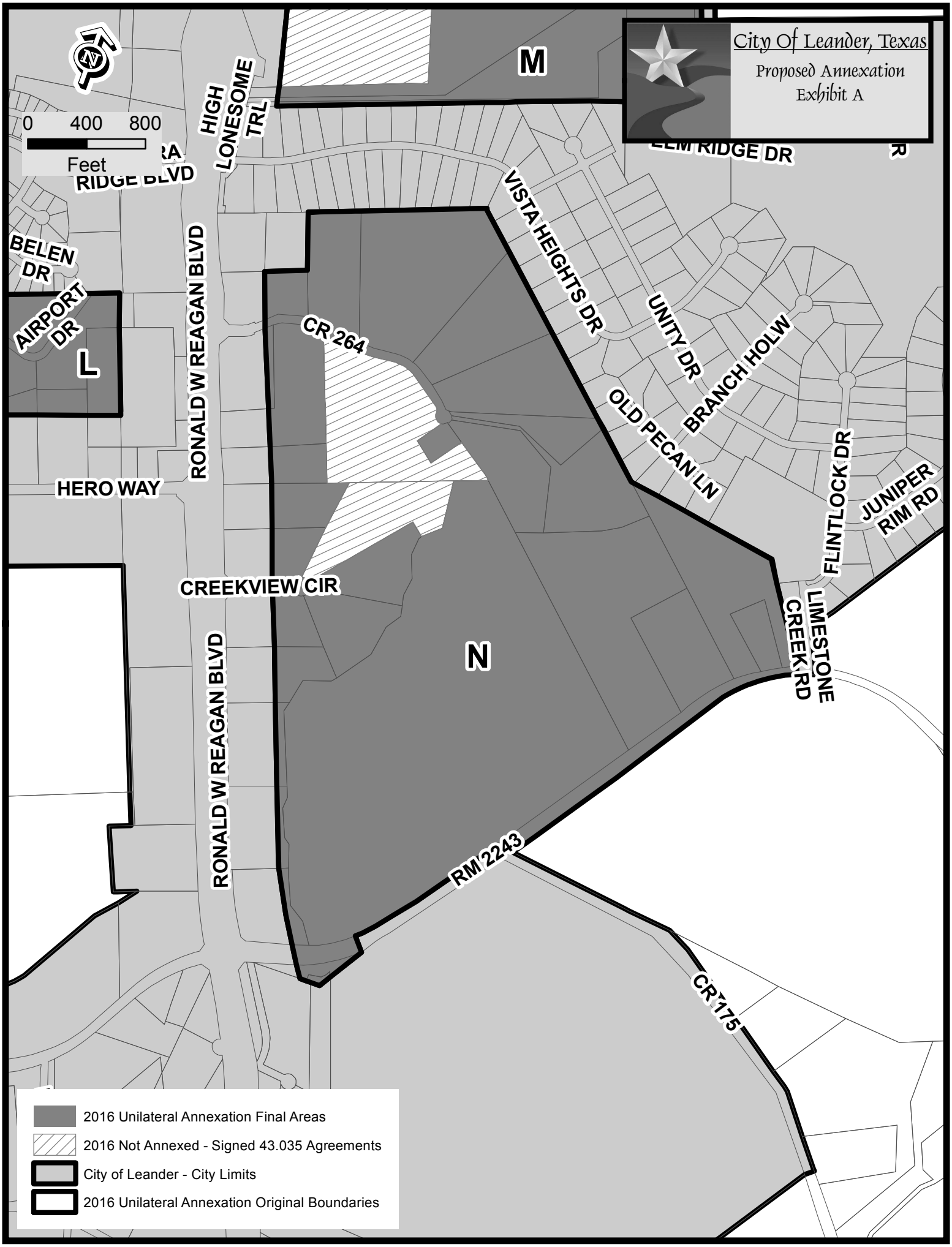
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Proposed Annexation
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CR 264
VISTA HEIGHTS DR
UNITY DR
BRANCH HOLW
OLD PECAN LN
FLINTLOCK DR
JUNIPER RIM RD
CREEKVIEW CIR
LIMESTONE CREEK RD
RM 2243
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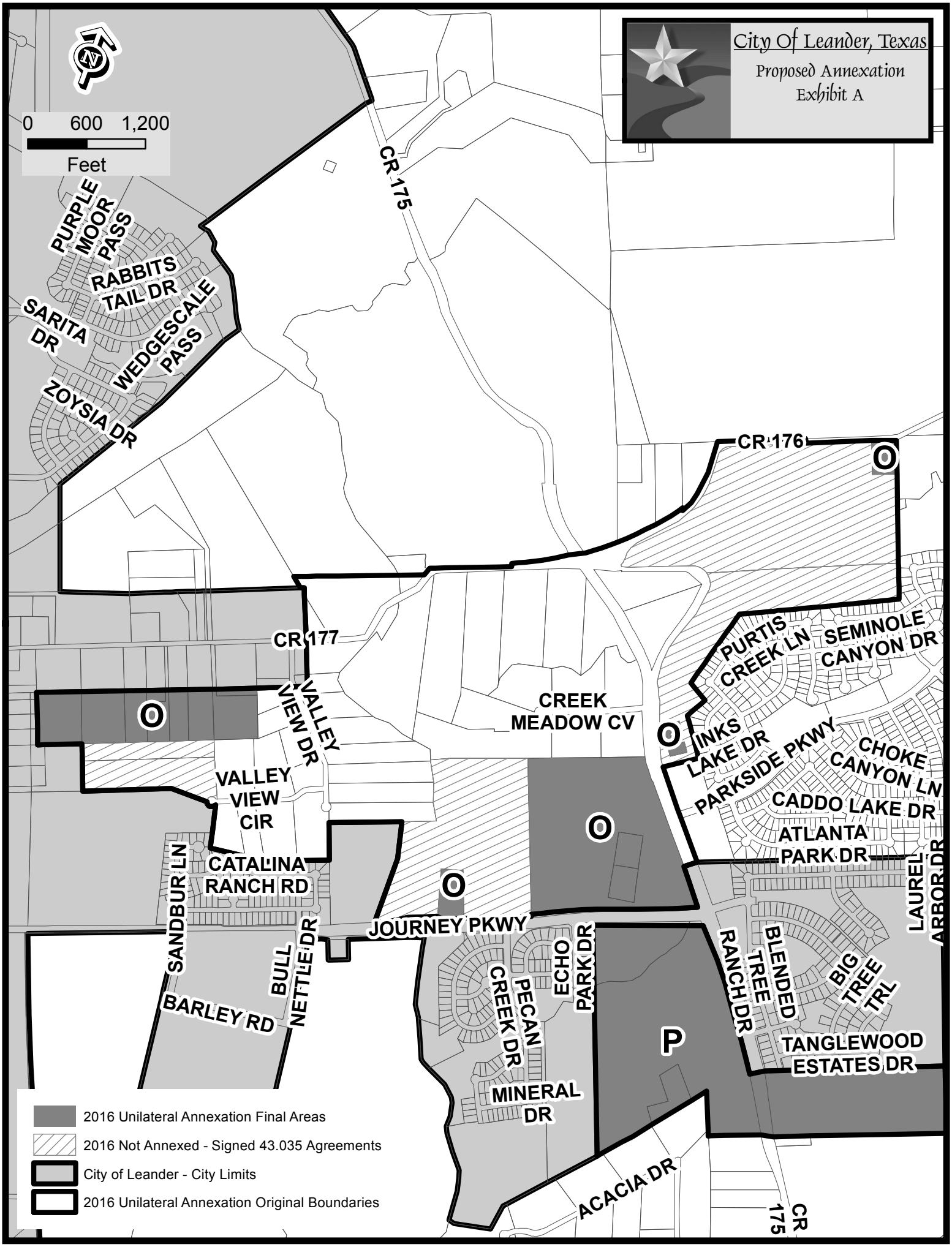
2016 Unilateral Annexation Final Areas
2016 Not Annexed - Signed 43.035 Agreements
City of Leander - City Limits
2016 Unilateral Annexation Original Boundaries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WEDGESCALE PASS
ZOYSIA DR
VALLEY VIEW DR
VALLEY VIEW CIR
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PURTIS CREEK LN
SEMINOLE CANYON DR
INKS LAKE DR
PARKSIDE PKWY
CHOKE CANYON LN
CADDO LAKE DR
ATLANTA PARK DR
LAUREL ARBOR DR
SANDBUR LN
CATALINA RANCH RD
JOURNEY PKWY
BULL NETTLE DR
BARLEY RD
ECHO PARK DR
PECAN CREEK DR
MINERAL DR
RANCH DR
BLENDED TREE
BIG TREE TRL
TANGLEWOOD ESTATES DR
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2016 Unilateral Annexation Final Areas
2016 Not Annexed - Signed 43.035 Agreements
City of Leander - City Limits
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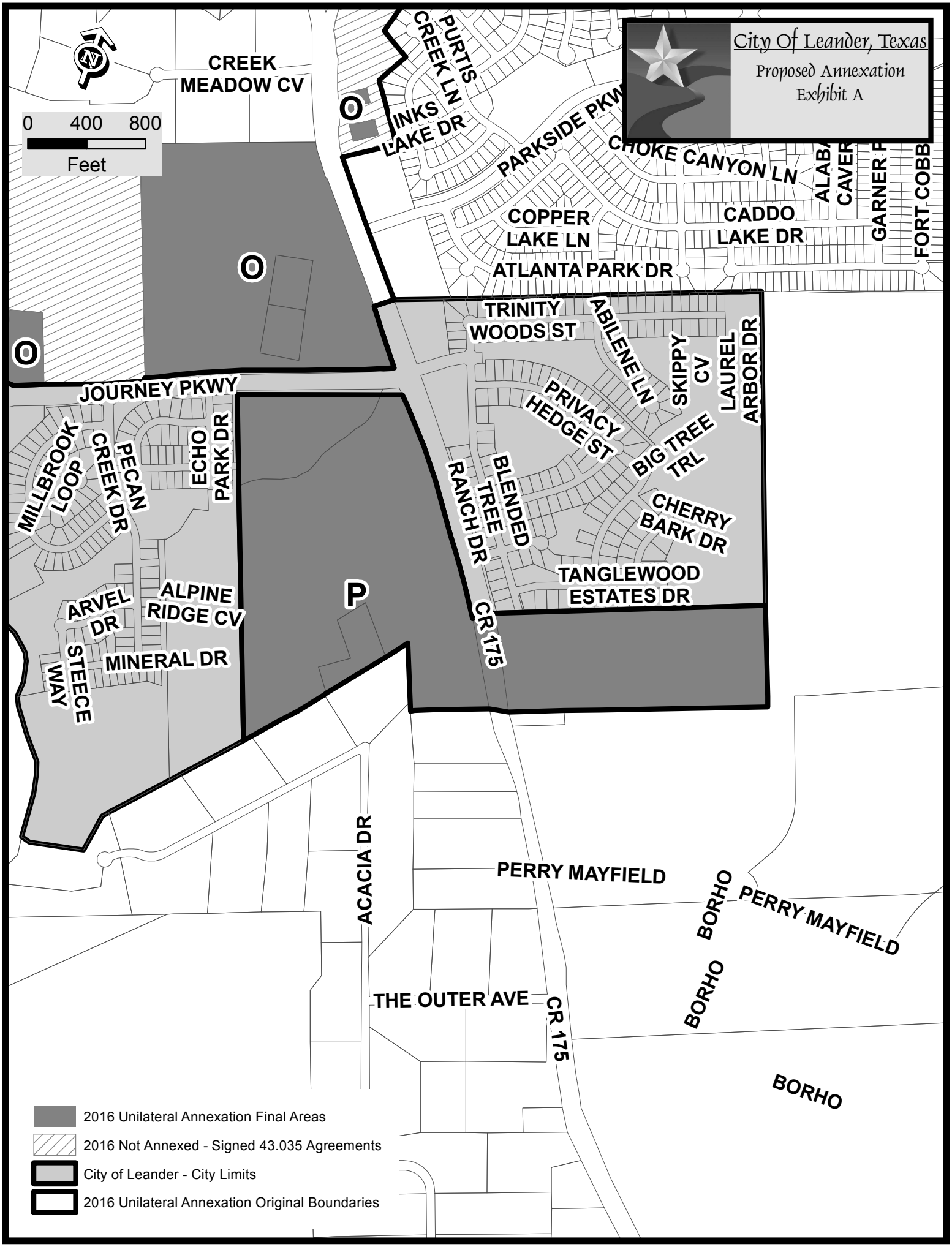
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Proposed Annexation
Exhibit A
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ALABA
CAVER
GARNER F
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CADDO LAKE DR
ATLANTA PARK DR
TRINITY WOODS ST
ABILENE LN
SKIPPY CV
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ARVEL DR
ALPINE RIDGE CV
MINERAL DR
STEECE WAY
CR 175
ACACIA DR
PERRY MAYFIELD
BORHO
THE OUTER AVE
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2016 Unilateral Annexation Final Areas
2016 Not Annexed - Signed 43.035 Agreements
City of Leander - City Limits
2016 Unilateral Annexation Original Boundaries

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 56.09 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **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 show as Area A in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**<u>SECTION 10.</u>** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

**ATTEST:** **THE CITY OF LEANDER, TEXAS**

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

# Exhibit “A”

## Property Description: Area A - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 6.34 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain areas of land more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **Area B.** All those certain parcels or tracts of land containing 6.34 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 as Area B in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**<u>SECTION 10.</u>** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

**ATTEST:** **THE CITY OF LEANDER, TEXAS**

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

# Exhibit “A”

## Property Description: Area B - Map

# 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 property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 288.22 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **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 as Area C in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**<u>SECTION 10.</u>** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

**ATTEST:** **THE CITY OF LEANDER, TEXAS**

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

# Exhibit “A”

## Property Description: Area C - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 187.06 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **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 as Area D in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**<u>SECTION 10.</u>** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

**ATTEST:** **THE CITY OF LEANDER, TEXAS**

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

# Exhibit “A”

## Property Description: Area D - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 62.69 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **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 as Area E in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**<u>SECTION 10.</u>** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

**ATTEST:** **THE CITY OF LEANDER, TEXAS**

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

# Exhibit “A”

## Property Description: Area E - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 412.58 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain areas of land more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **Area F.** All those certain parcels or tracts of land containing 412.58 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 as Area F in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage

and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

# Exhibit “A”

## Property Description: Area F - Map

# 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 property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 31.08 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain areas of land more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **Area G.** All those certain parcels or tracts of land containing 31.08 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 as Area G in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**<u>SECTION 10.</u>** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

**ATTEST:** **THE CITY OF LEANDER, TEXAS**

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

# Exhibit “A”

## Property Description: Area G - Map

# 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 property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 3.72 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **Area H.** All that certain parcel or tract of land containing 3.72 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 as Area H in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage

and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

# Exhibit “A”

## Property Description: Area H - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 188.43 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain areas of land more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **Area I.** All those certain parcels or tracts of land containing 188.43 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 as Area I in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage

and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

# Exhibit “A”

## Property Description: Area I - Map

# 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.

(iii) The subject properties 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.

(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.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 27.37 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **Area J.** All that certain parcel or tract of land containing 27.37 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 as Area J in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage

and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

# Exhibit “A”

## Property Description: Area J - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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 property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for

service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

(iii) Wastewater service is provided to the subject property 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 property, 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 property, 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 property, agree that each lot, tract, parcel or building site within the subject property 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 property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 64.18 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **Area K.** All that certain parcel or tract of land containing 64.18 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 as Area K in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage

and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

# Exhibit “A”

## Property Description: Area K - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 106.26 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **Area L.** All that certain parcel or tract of land containing 106.26 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 as Area L in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage

and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

# Exhibit “A”

## Property Description: Area L - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 146.15 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **Area M.** All that certain parcel or tract of land containing 146.15 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 as Area M in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage

and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

# Exhibit “A”

## Property Description: Area M - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 239.55 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **Area N.** All that certain parcel or tract of land containing 239.55 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 as Area N in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage

and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

# Exhibit “A”

## Property Description: Area N - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 84.88 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **Area O.** All those certain three parcels or tracts of land containing a total of 84.88 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 as Area O in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

# Exhibit “A”

## Property Description: Area O - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 98.42 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is 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**, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

**WHEREAS,** the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is

authorized to annex the subject property; and

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **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 as Area P in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

# Exhibit “A”

## Property Description: Area P - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

**WHEREAS**, the subject property 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 property into the City.

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided 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, water service will be provided to the subject property 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 property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water

well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The 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 property 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 property 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 property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**Executive Summary**

**April 7, 2016**

**Agenda Subject**: First reading of the ordinances annexing two (2) areas of land owned by the City of Leander totaling 44.73 acres, 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 these tracts 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

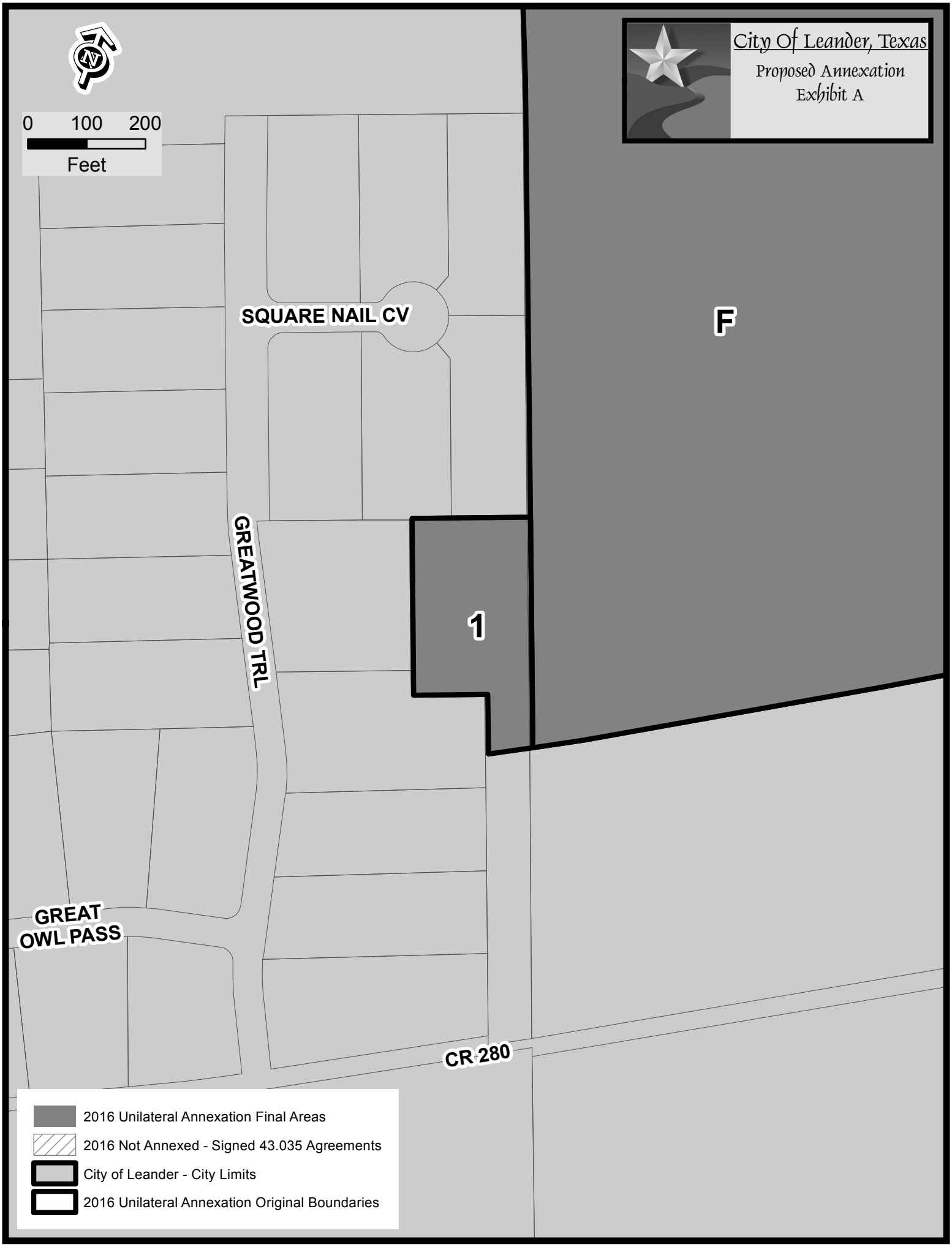
**Recommendation:** Staff recommends approval of the first readings of the ordinances.

**Attachments:**

1. Ordinances
2. Maps

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

3/30/2016


City Of Leander, Texas
Proposed Annexation
Exhibit A
0 100 200
Feet
SQUARE NAIL CV
GREATWOOD TRL
GREAT OWL PASS
CR 280
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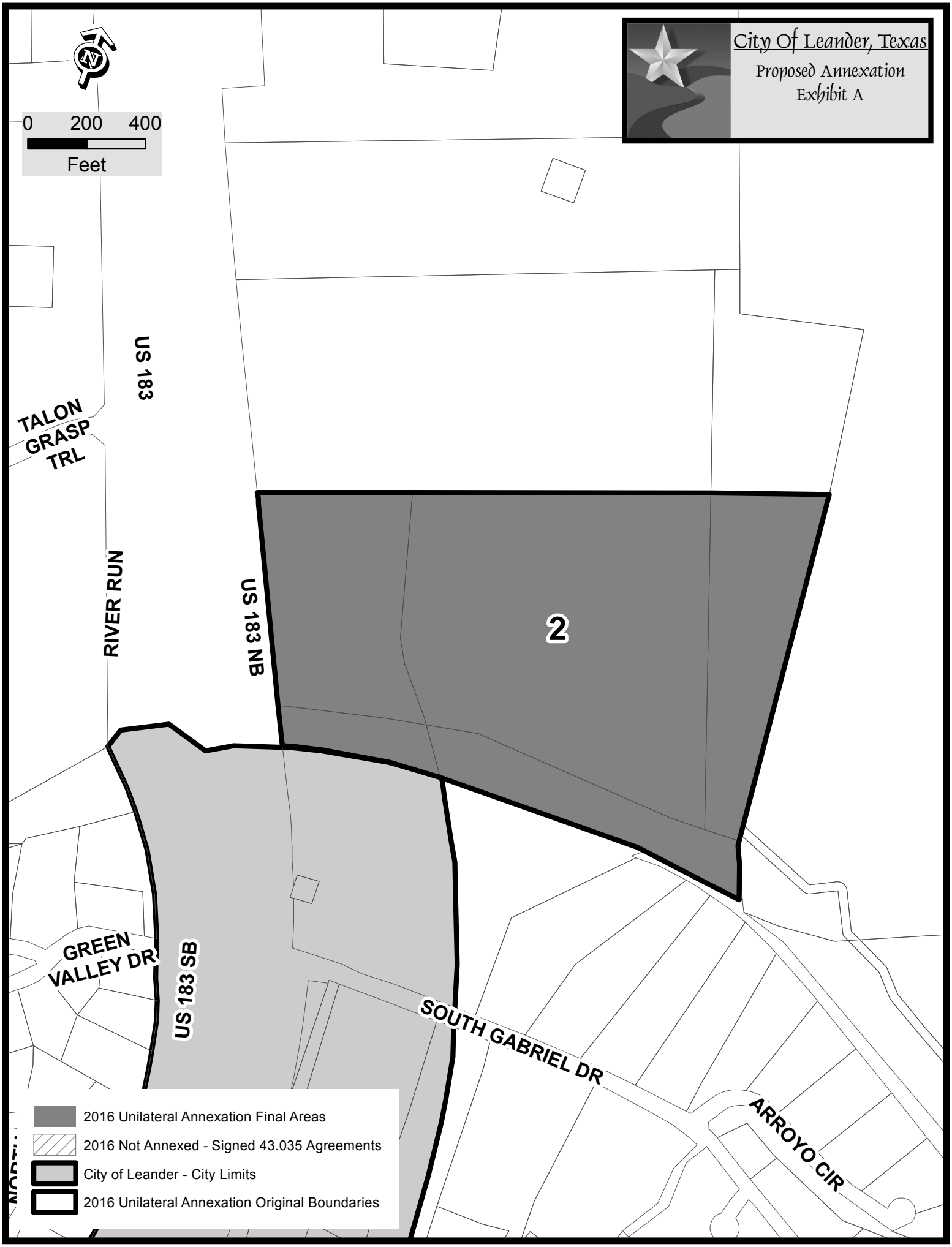
1
2016 Unilateral Annexation Final Areas
2016 Not Annexed - Signed 43.035 Agreements
City of Leander - City Limits
2016 Unilateral Annexation Original Boundaries


City Of Leander, Texas
Proposed Annexation
Exhibit A
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Feet
US 183
TALON GRASP TRL
RIVER RUN
US 183 NB
2
GREEN VALLEY DR
US 183 SB
SOUTH GABRIEL DR
ARROYO CIR
2016 Unilateral Annexation Final Areas
2016 Not Annexed - Signed 43.035 Agreements
City of Leander - City Limits
2016 Unilateral Annexation Original Boundaries

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 1.55 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is owned by the City;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

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

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> 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 as Area 1 in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

# Exhibit “A”

## Property Description: Area 1 - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

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

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

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

(1) **General Municipal Services.** The subject property is located within the City's extraterritorial jurisdiction and is 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject property, 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 property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances 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 property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied

to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a 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 property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances 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 property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances 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 property 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 property 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 property are as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 43.18 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS,** the subject property is owned by the City;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B";

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

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

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of 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, and being more particularly described and shown as Area 2 in Exhibit "A" attached hereto.

**SECTION 3.** In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

**SECTION 4.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 5.** That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 6.** That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

**SECTION 7.** That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** 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, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on First Reading this ____ day of _____, 2016.

**FINALLY PASSED AND APPROVED** on this ____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **THE CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

# Exhibit “A”

## Property Description: Area 2 - Map

# 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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

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

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

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

(1) **General Municipal Services.** The subject property is located within the City's extraterritorial jurisdiction and is 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 property shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject property, 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 property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances 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 property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied

to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a 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 property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances 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 property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances 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 property 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 property 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 property are as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**AGENDA ITEM # 33**

**Executive Summary**

**April 7, 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. Stagliano Family Trust
b. Page, Jeffrey and Russell Andrus
c. Simpson, Peggy Borho

**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 3/31/2016

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:

Stagliano Family Trust
c/o Peggy Stagliano, Trustee
5501 St. Andrews Court
Plano, TX 75093

**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 29 day of March, 2016.

**Owner** (s)

Peggy Staglianó, Trustee

Printed Name: Peggy STAgliANO

**City of Leander, Texas**

_____

Chris Fielder, Mayor

**STATE OF TEXAS** §
**COUNTY OF** COLLIN §

**BEFORE ME** the undersigned authority on this day personally appeared Peggy Staggiano, Trustee, 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 29th day of March, 2016.

SHERYL L. EARLEY
My Notary ID # 124919534
Expires May 7, 2020

Sheryl L. Earley
Notary Public - State of Texas

**STATE OF TEXAS** §
**COUNTY OF WILLIAMSON** §

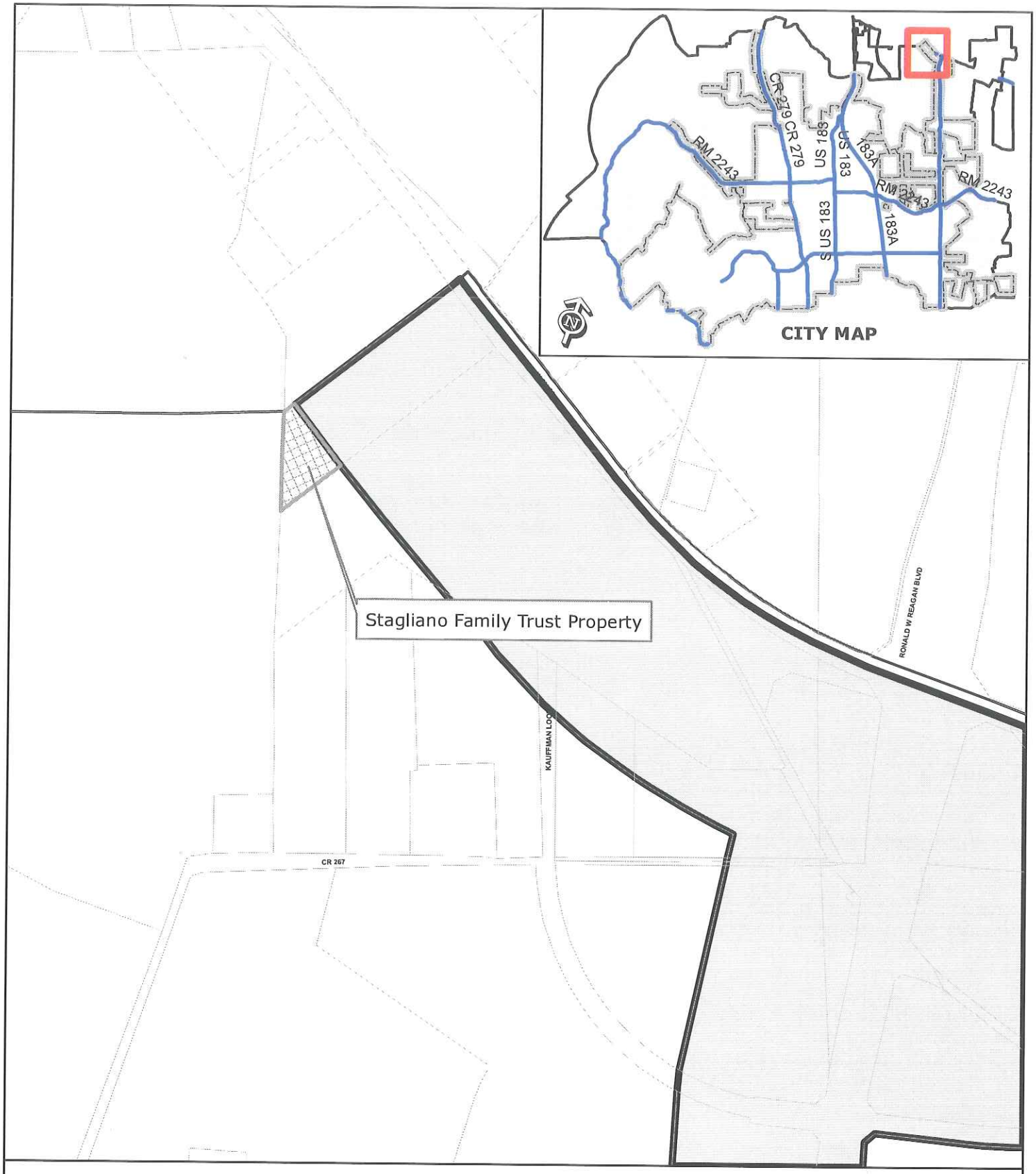
**BEFORE ME** the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity 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 1.91 acres, more or less, out of AW0453 W. H. Monroe Survey, WCAD Parcel R032264, Williamson County Texas, said property being more particularly described in Instrument #2015101553 filed in the Official Public Records of Williamson County, Texas..




## EXHIBIT A

### Stagliano Family Trust

Stagliano Family Trust

City Limits

0 200 400

Feet

PROPERTY DESCRIPTION - R032264

1.91 acres out of AW0453 W. H. Monroe Survey, Williamson County Texas, said property being more particularly described in Instrument #2015101553 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:

Russell Andrus, Jeff Page
715 Discovery Blvd, Suite 122
Cedar Park, Tx 78613

**Section 9. Covenant Running with the Land.** This Agreement shall run with the Property, and a memorandum of this Agreement in a form substantially similar to that set forth in Exhibit "B" 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: Jeffrey Page

Printed Name: Russell Andrus

**City of Leander, Texas**

Chris Fielder, Mayor

**STATE OF TEXAS** §
**COUNTY OF** Williamson §

**BEFORE ME** the undersigned authority on this day personally appeared Jeffrey Page, 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 15th day of March, 2016.

PAMELA SHRODE VELTRI
Notary ID # 128946202
My Commission Expires
April 5, 2020

Pamela Shrode Veltri
Notary Public - State of Texas

**STATE OF TEXAS** §
**COUNTY OF** Williamson §

**BEFORE ME** the undersigned authority on this day personally appeared Russell Cooley, 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 15th day of March, 2016.

PAMELA SHRODE VELTRI
Notary ID # 128946202
My Commission Expires
April 5, 2020

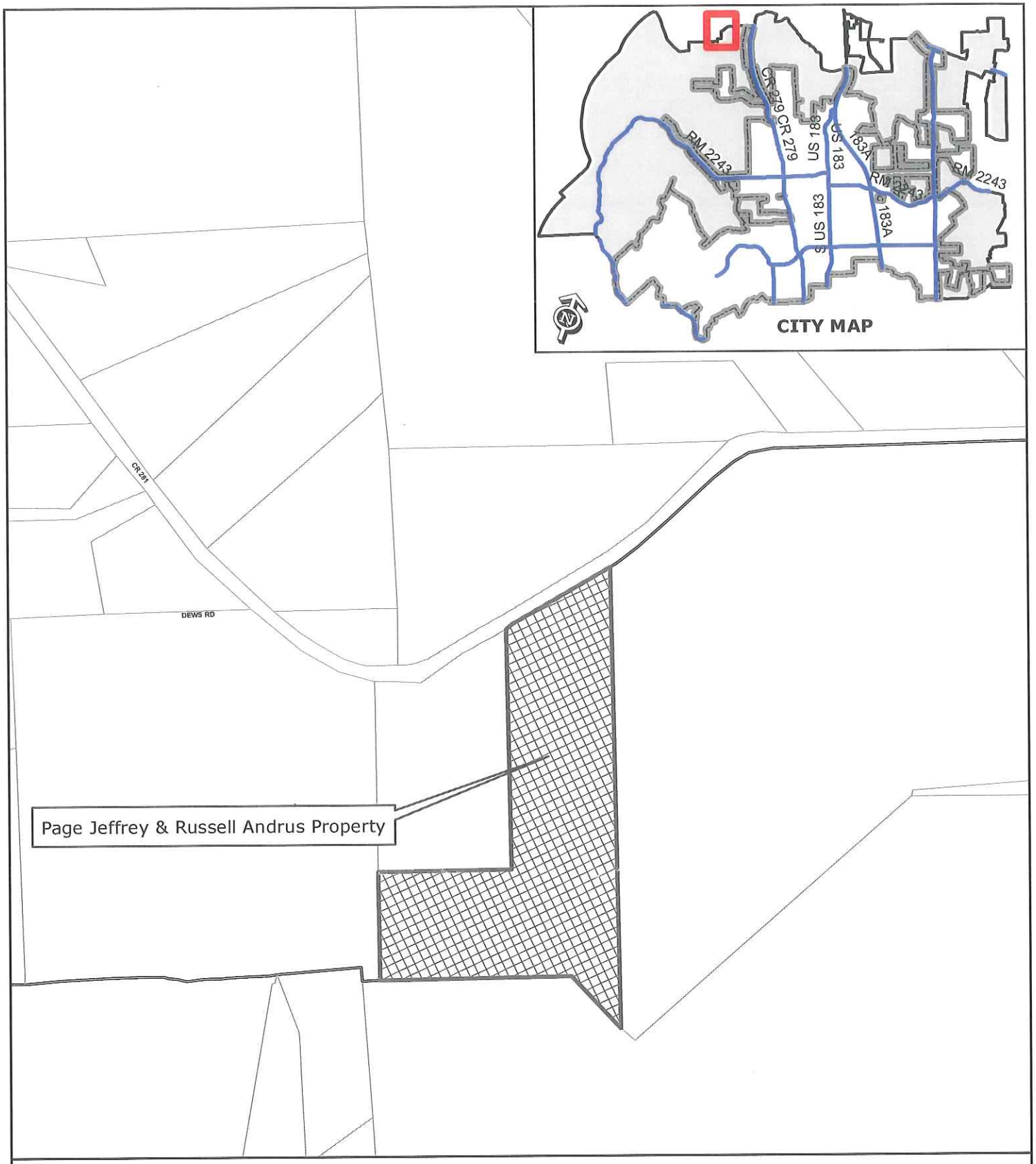
Pamela Shrode Veltri
Notary Public - State of Texas

**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

## Page Jeffrey & Russell Andrus

Page Jeffrey & Russell Andrus Property

City Limits

0 200 400
Feet

PROPERTY DESCRIPTION - R347830

18.29 acres out of AW0508 B.O. Payn Survey, Williamson County Texas, said property being more particularly described in Instrument #2014054144 filed in the Official Public Records of Williamson County, Texas.

**AGENDA ITEM # 34**

**Executive Summary**

**April 7, 2016**

**Agenda Subject**: Consider the second amendment to the Oak Creek TIRZ development and reimbursement agreement and the second amendment to the Oak Creek Public Improvement District financing agreement..

**Background:**

On October 16, 2014 the City Council approved the Oak Creek TIRZ development and reimbursement agreement and the Oak Creek Public Improvement District financing agreement. This amendment modifies Section 2.1 of the TIRZ agreement and Section 3.07(a) of the PID financing agreement to change the applicable fees for subdivision construction and inspection to those that were in place as of the date the Concept Plan was filed.

Subsequent to the approval of the Concept Plan the City modified the fees for construction inspection from 2.5% to 3.5%. This amendment would allow Oak Creek to complete construction of their subdivision under the prior fees.

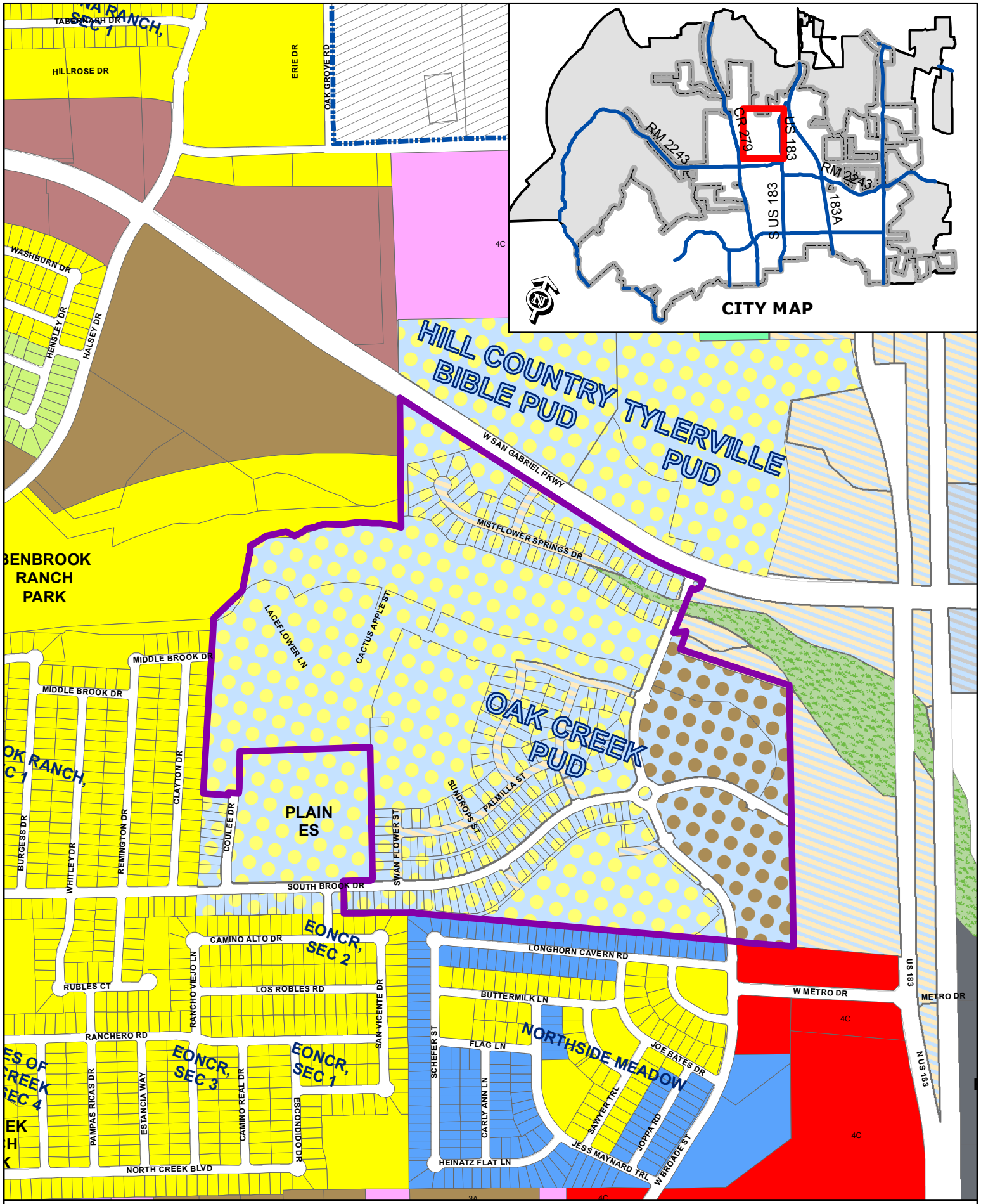
**Origination:** Applicant: Sentinel/Cotter Leander, LLC

**Recommendation:** Staff recommends approval.

**Attachments:**

1. Amendment to TIRZ agreement
2. Amendment to PID financing agreement
3. Location Exhibit

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




**14-DA-003**
**Development Agreement**

Attachment #3
Location Exhibit
Oak Creek

Subject Property
City Limits

N

0 200
Feet

**SECOND AMENDMENT TO THE OAK CREEK DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

This Second Amendment to the Oak Creek Development and Reimbursement Agreement (the "Amendment") is made, entered into and effective as of _____ (the "Effective Date") by the City of Leander, Texas (the "City"); the Leander Development Authority (the "Authority"); Sentinel/Cotter Leander, LLC (the "Developer"), a limited liability company; and Reinvestment Zone Number One, City of Leander, Texas (the "Zone"). The City, the Developer, the Authority and the Zone are herein referred to together as the "Parties".

**Recitals:**

**WHEREAS,** the Parties entered that certain Oak Creek Leander Development and Reimbursement Agreement dated October 16, 2014 (the "Original Agreement"), which was amended by the Amendment to the Oak Creek Development and Reimbursement Agreement by and among the Parties dated _____ (the "First Amendment");

**WHEREAS,** the Original Agreement and First Amendment shall be collectively referred to as the Agreement;

**WHEREAS,** the Parties wish to amend Section 2.1, the definition of "Applicable Regulations", to provide that the construction plan review and inspection fee in effect on July 17, 2014, shall apply to the development of the Oak Creek Subdivision;

**WHEREAS,** the City is a Texas home-rule municipal corporation;

**WHEREAS,** the Authority is a non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code, and the City Charter of the City;

**WHEREAS,** the Developer is a Texas limited liability company and owns approximately 151 acres of property in Williamson County within the Zone and intends to develop it as a residential community in accordance with the Oak Creek PUD (the "Oak Creek Subdivision") ;

**WHEREAS** the Zone is a tax increment reinvestment zone created pursuant to the authority of Chapter 311, Texas Tax Code, as amended (the "Act"), by Ordinance No. 06-029-00 adopted by the City Council of the City (the "City Council") on September 7, 2006, as amended by Ordinance No. 06-029-01 adopted by the City Council on June 21 , 2007;

**WHEREAS,** the City, the Authority, the Developer, and the Zone are individually referred to as a "Party" and collectively as the "Parties";

**WHEREAS,** the City executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) overseeing the design, construction, and installation and City acceptance of the Oak Creek Projects; and (3) to hold the rights and obligations expressly set forth herein as rights and obligations of the City; and

**WHEREAS,** the Zone, acting through its Board of Directors (the "Board") executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; and (2) to hold the rights and obligations expressly set forth herein as rights and obligations of the Zone;

**NOW, THEREFORE,** for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I. RECITALS; DEFINITIONS

1.1 Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

1.2 Definitions. Words and phrases used in this Amendment, if defined in the Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Agreement.

## ARTICLE II. AMENDMENTS

2.1 Amendment of Section 2.1. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

> 2.1 Applicable Regulations means (1) this Agreement; (2) all federal statutes and regulations, as amended; (3) all statutes and the Constitution of the State of Texas, as amended (including, but not limited to, Article III, Section 52-a of the Texas Constitution, Section 380.001 of the Texas Local Government Code, and Chapter 311 and Section 351.101 of the Texas Tax Code), as amended from time to time; (4) the City's Smart Code in effect on July 17, 2014, and any amendments thereto that apply to the Property pursuant to Chapter 245, Texas Local Government Code; (5) the Oak Creek PUD; (6) the construction plan and review fees in effect on July 17, 2014, which were 2.5% of construction cost (paid at the time of the plan review application - verification and adjustment prior to city acceptance with project engineer's signed and sealed certified copy of the final cost of all improvements dedicated to the city or equivalent private infrastructure); (6) to the extent not in conflict with this Agreement, all other City ordinances, as amended; and (8) all rules and regulations of the Texas Department of Transportation, as amended.

## ARTICLE III. GENERAL PROVISIONS

3.1 Entire Agreement. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

3.2 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

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

3.4 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

Executed as of ___ day of ___, 2016 and Effective upon execution by all Parties.

City of Leander, Texas

_____
Christopher Fielder, Mayor

Attest:

_____
City Secretary

Approved as to Form:

_____
City Attorney

**[Additional Signature Pages Follow]**

Leander Development Authority

By: _____
Name: _____
Title: _____

Reinvestment Zone Number One, City of Leander

By: _____
Name: _____
Title: _____

Sentinel/Cotter Leander LLC, a Texas limited Liability company

By: _____
Name: _____
Title: _____

# SECOND AMENDMENT TO THE OAK CREEK PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT

This Second Amendment to the Oak Creek Public Improvement District Financing Agreement (the "**Amendment**") is made, entered into and effective as of _____ (the "**Effective Date**") by the City of Leander, a Texas home-rule municipal corporation (the "**City**") and SENTINEL/COTTER LEANDER, LLC, a Texas limited liability company (the "**Owner**"). The City and the Owner are herein referred to together as the "**Parties**".

**Recitals:**

**WHEREAS,** the Parties entered that certain Oak Creek Public Improvement District Financing Agreement dated effective as of October 16, 2014 (the "PID Financing Agreement") and that certain Oak Creek Leander Development and Reimbursement Agreement between the City and the Owner dated October 16, 2014 (the "TIRZ Reimbursement Agreement");

**WHEREAS,** the PID Financing Agreement was amended by the Amendment to the Oak Creek Public Improvement District Financing Agreement dated _____ (the "First Amendment"), and the PID Financing Agreement and the First Amendment shall be collectively referred to as the PID Financing Agreement;

**WHEREAS,** the Parties wish to amend the portion of Section 3.07(a) of the PID Financing Agreement to provide that the construction plan review and inspection fee in effect on July 17, 2014, shall apply to the development of the Oak Creek Subdivision;

**NOW, THEREFORE,** for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I. RECITALS; DEFINITIONS

**Section 1.01.** Recitals

The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

**Section 1.02. Definitions**

Words and phrases used in this Amendment shall, if defined in the PID Financing Agreement and not specifically modified by this Amendment, have the definition and meaning as provided in the PID Financing Agreement.

## ARTICLE II. AMENDMENTS

**Section 2.01. Amendment of Section 3.07(a).** Section 3.07(a) of the PID Financing

Agreement is hereby amended in its entirety to read as follows:

(a) Notwithstanding anything to the contrary contained herein, the Owners shall be responsible for the costs of designing, constructing, and obtaining the City's acceptance of the Public Improvements and the Subdivision Improvements, in accordance with applicable local, state, and federal regulations, the City-approved plans and specifications, and good engineering practices; provided that the construction plan and review fees in effect on July 17, 2014, which were 2.5% of construction cost (paid at the time of the plan review application - verification and adjustment prior to city acceptance with project engineer's signed and sealed certified copy of the final cost of all improvements dedicated to the city or equivalent private infrastructure) shall be imposed for construction plans submitted for the Oak Creek Subdivision. The Owner will be entitled to reimbursement for the Actual Costs of the Public Improvements as provided in this Agreement and any other agreement with the City, subject to the terms and limitations of said agreements; provided that Owner will be responsible for the costs that exceed the authorized reimbursement amounts. Once Owner begins construction of any Public Improvement or Segment thereof, Owner shall complete said Public Improvement or Segment thereof within timeframes required, if any, for completion of public infrastructure set forth in the Subdivision Ordinance.

## ARTICLE III. GENERAL PROVISIONS

**Section 3.01.** Entire Agreement.

This Amendment, together with the PID Financing Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

**Section 3.02.** Binding Effect.

The terms and provisions hereof shall be deemed to be restrictive covenants encumbering and running with the Property and shall be binding upon the Owner and its successors and assigns.

**Section 3.03.** Effect of Amendment.

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

**Section 3.04.** Counterparts.

This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same

document, and all counterparts will constitute one and the same agreement.

**CITY OF LEANDER,**
a home rule city and Texas municipal corporation

By: _____
Name: Christopher Fielder
Title: Mayor

**SENTINEL/COTTER LEANDER, LLC,**
a Texas limited liability company

By: _____
Name: _____
Title: _____

**AGENDA ITEM # 35**

**Executive Summary**

**April 7, 2016**

**Agenda Subject**: Consider the second addendum to the Village at Leander Station TIRZ development and reimbursement agreement.

**Background:**
On October 6, 2011 the TIRZ Board and the Development Authority Board approved the Village at Leander Station TIRZ development and reimbursement agreement. On March 15, 2012 the TIRZ Board and the Development Authority Board approved the First Addendum to the Village at Leander Station TIRZ development and reimbursement agreement. On January 23, 2014 the TIRZ Board and the Development Authority Board approved and amendment to the First Addendum. This second addendum authorizes additional reimbursements related to the construction of a multi-family project at the northeast corner of Hero Way and Mel Mathis.

The request includes reimbursements of $372,131 of eligible TIRZ projects.

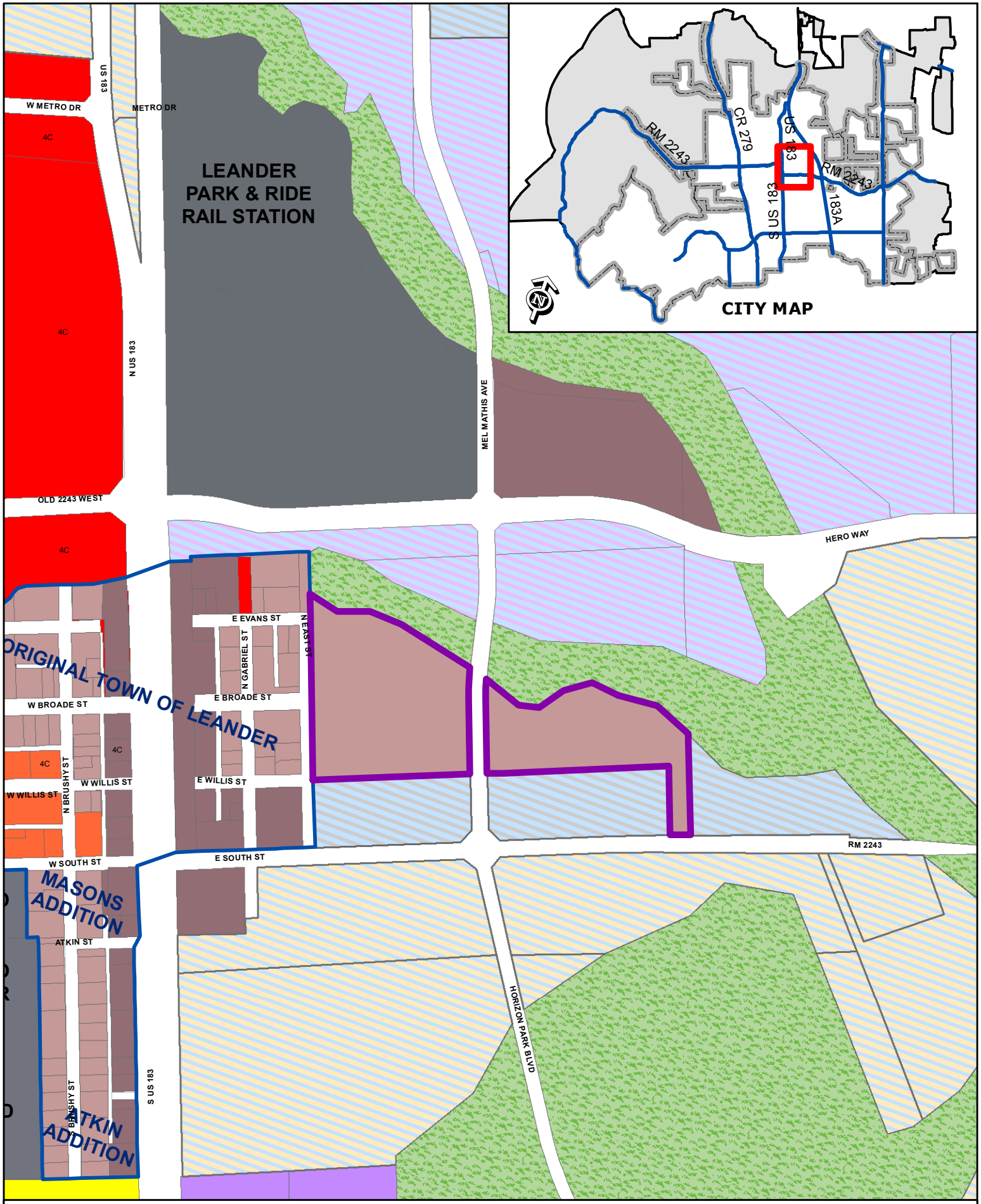
**Origination:** Applicant: Transit Village Investments, Ltd.

**Recommendation:** Staff recommends approval.

**Attachments:**

1. Addendum # 2 to the TIRZ Development and Reimbursement Agreement for the Village at Leander Station
2. Location Exhibit

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




**13-DA-008**
**Development Agreement**

Attachment #2
Location Exhibit
Transit Village

Subject Property
City Limits

N

0 200
Feet

**TRANSIT VILLAGE INVESTMENTS LTD.**
**1301 Capital of Texas Highway, Suite A-300**
**Austin, Texas 78746**

February 18, 2016

Mr. Tom Yantis
Assistant City Manager
City of Leander
104 N. Brushy Street
Leander, TX
RE: Village at Leander Station – Development and Reimbursement Agreement – 3rd Addendum

Dear Mr. Tom Yantis,

Thank you for taking time to meet with us regarding the Village at Leander Station project. As discussed, we would like to submit a request for $372,131 of additional TIF reimbursements related to costs of enhanced improvements within TIRZ #1 of the Leander Transit Oriented Development District ("TODD"). The enhanced improvements for this request include the following:

1. Upgraded Street Lighting on Mel Mathis and Hero Way
2. Bollard Lighting and Tree lights on Mel Mathis and Hero Way
3. Street trees planting and irrigation along Hero Way and Mel Mathis including any within the public Right-of-Way
4. Enhanced Plaza areas on Mel Mathis and Hero Way
5. Upgraded Sidewalks along Mel Mathis and Hero way
6. Additional Water Line Extension along Mel Mathis
7. Enhanced Street Screening of Covered Parking Visible from the intersection of Mel Mathis and Hero Way

Exhibit A attached herein provides additional cost detail for these items. Should you need additional information or would like to discuss further, please do not hesitate to contact me at (512) 328-8211.

Sincerely,

Lance R. Hughes
Manager
Transit Village Investments, Ltd

**EXHIBIT A**

Village at Leander Station

Cost breakout for TIF application

| # | Item | Item | Amount | Total |
|---|---|---|---|---|
| 1 | Street lighting on Mel Mathis and Hero Way. | Concrete footing | $5,500 | $55,008 |
| | | Underground conduits and installation | $24,000 | |
| | | Supply the poles and shipping. | $25,508 | |
| 2 | Bollard lighting and tree lights on Mel Mathis and Hero Way. | Supply fixture and shipping. | $8,144 | $28,144 |
| | | Underground conduits and installation | $20,000 | |
| 3 | Street trees planting along Hero Way and Mel Mathis including any associated irrigation in the public ROW | Temporary Irrigation | $3,165 | $71,737 |
| | | Sod | $12,270 | |
| | | Planting | $41,011 | |
| | | Irrigation | $15,291 | |
| 4 | Plaza areas on both Mel Mathis and Hero Way – shown on sheets L1.03 and L1.04. | Colored seat walls and slabs. | $29,258 | $70,693 |
| | | Pavers and sand | $34,435 | |
| | | Corten decorative screen panels | $7,000 | |
| 5 | Sidewalks along Mel Mathis and Hero | prep, sand, rebar and concrete. | $42,908 | $42,908 |
| 6 | Water line on Mel Mathis from Sta 3+60 to 6+29 – 268 L.F. 8" | Digging, supply and install the pipes, bedding, backfilling, compaction, testing | $63,500 | $63,500 |
| 7 | Street screen fence shown on 49 of 49 – W100 – Screen fence shown in plan on L1.04 along the back of covered parking. | Concrete Footing | $9,583 | $40,142 |
| | | CMU block | $8,298 | |
| | | Stone veneer | $11,727 | |
| | | Galvanized panels | $10,533 | |
| | Total | | | $372,131 |

**SECOND ADDENDUM TO THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR THE VILLAGE AT LEANDER STATION**

This Second Addendum to the Development and Reimbursement Agreement for the Village at Leander Station (the "**Addendum**") is made, entered into and effective as of _____ (the "**Effective Date**") by the **Leander Development Authority**, a non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code and the City Charter of the City of Leander (the "**Authority**") and **Transit Village Investments, Ltd.**, a Texas limited partnership (the "**Developer**"). The Authority and the Developer are herein referred to together as the "**Parties**".

The City of Leander (the "**City**"), a Texas home-rule municipal corporation executes this Addendum for the limited purpose of: (1) approving this Addendum as a contractual obligation of the Authority; (2) overseeing the design, construction, and installation and City acceptance of the Village at Leander Station Projects; and (3) approving the rights and obligations expressly set forth herein as rights and obligations of the City. The Board of the Reinvestment Zone Number One, City of Leander, Texas, a legal entity created by the City pursuant to Chapter 311, Texas Tax Code, ("**TIRZ #1**") executes this Addendum for limited purposes which are: (1) approving this Addendum as a contractual obligation of the Authority; and (2) to hold the rights and obligations expressly set forth herein as rights and obligations of the TIRZ #1.

**Recitals:**

**WHEREAS,** the Parties entered that certain Development and Reimbursement Agreement for the Village at Leander Station dated October 6, 2011 (the "**Original Agreement**"), which was amended by the Addendum to the Development and Reimbursement Agreement for the Village at Leander Station by and among the Parties dated March 15, 2012 (the "**First Addendum**"), which First Addendum was amended by the Amended Addendum to Development and Reimbursement Agreement for the Village at Leander Station dated January 23, 2014 (the "**Amended Addendum**");

**WHEREAS,** the Original Agreement, the First Addendum, and the Amended Addendum shall be collectively referred to as the Agreement; and

**WHEREAS,** the Developer has requested the Authority reimburse the Developer for costs associated with the design, construction, and installation of those certain public improvements described in **Exhibit A**, attached hereto and incorporated herein for all purposes;

**WHEREAS,** the Development and Reimbursement Agreement provides for the Property and the Project to be developed pursuant to and in compliance with the Applicable Regulations;

**WHEREAS,** the Applicable Regulations include any modifications to the rules listed in the definition of Applicable Regulations by the Agreement; and

**WHEREAS,** the Parties wish to amend certain City ordinances and regulations as set forth in this Agreement to provide for a fee in lieu of making certain boundary street improvements to

East Street related to development of those certain 8.94 and 12.86 acre tracts, more or less, located in Williamson County, Texas, being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes (the "Tracts");

**NOW, THEREFORE,** for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I. RECITALS; DEFINITIONS; BENEFITS

1.1 Recitals. The foregoing recitals are incorporated herein and made a part of this Addendum for all purposes.

1.2 Benefits. The Developer will benefit from being reimbursed certain costs and by virtue of the improved feasibility for the current development of the Property, the financial benefit of the reimbursements, the City services that will be made available to the Property, and the predictability regarding the City's regulations applicable to development. The Authority, the Zone, and the City will benefit from the construction of the VALS Projects, the enhancement of land values in properties that will be served by the VALS Projects, and resulting tax revenues that the City and the County will realize.

1.3 Consideration. The benefits to the Parties, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

## ARTICLE II. ADDITIONAL REIMBURSEMENTS

2.1 Project Plan. The Authority and the TIRZ #1 finds that the VALS Projects described in this Article II, are authorized by the Act, are consistent with and included in the Project Plan, and are appropriate for reimbursement pursuant to this Agreement.

2.2 VALS Projects. The "**VALS Projects**" for which the Developer will be eligible for reimbursement, subject to the terms and conditions of the Agreement and this Addendum are the public improvements described **Exhibit A**.

2.3 Reimbursable Amounts. Subject to the terms, limitations, and provisions of the Agreement and this Addendum, and the Developer's full and timely performance of, and compliance with, each of the requirements set forth in the Agreement and this Addendum, the Authority shall reimburse the Developer for the actual, documented costs and expenses paid or incurred by the Developer to design, construct, and install the VALS Projects, up to a maximum of the total for each of the VALS Projects set forth in the column entitled "Total" in **Exhibit A** (the "**VALS Project Costs**"). If the total actual costs to design, construct, and install the VALS Projects exceeds the VALS Project Cost for any of the categories of the VALS Projects, the excess is not reimbursable without the consent of the City, the Board, and the Zone. The VALS Project Costs shall be included in the definition of Reimbursable Amount. The Developer shall be paid the Reimbursable Amount, as that amount modified by this Addendum to include the

VALS Project Costs, in accordance with Article IV of the Agreement.

2.4. Easement and Restrictive Covenant Agreement. With respect to the street screen fence identified as Item 7 in **Exhibit** A, the Developer will grant, or cause the owner of the Property to grant, the City an easement in a form acceptable to the City granting the City the right of access to and use of such improvement. The Developer shall further enter, or cause the owner of the Property to enter, into a restrictive covenant agreement with the City in a form substantially similar to that set forth in **Exhibit C**. The easement and restrictive covenant agreement required in this Section shall be granted to the City prior to or at the time the final plat for the phase in which the street screen fence is located is submitted to the City, and will be a condition of final plat approval.

## ARTICLE III.

3.1 Roadway Adequacy Fee.

(a) Section 10.03.003(c), of the City's Code of Ordinances (the "Code") requires the Developer to make right-of-way dedications and improvements for streets located adjacent to the Tracts (the "Boundary Street Improvements"). In lieu of performing the Boundary Street Improvements for East Street, the Developer may elect to pay (and the City shall accept) a fee in lieu of performing the Boundary Street Improvements in the amount of $500.00 per dwelling unit for dwelling units within the Village at Leander Station Subdivision (the "Roadway Adequacy Fee") to satisfy the Developer's obligation to make Boundary Street Improvements to East Street due to development of the Tracts as required by Section 10.03.003(c) of the Code.

(b) The number of dwelling units used to calculate the Roadway Adequacy Fee shall be based upon the number of dwelling units shown in the final plat or plats for the Tracts accepted by City staff as administratively complete.

(c) The Roadway Adequacy Fee (or applicable portion thereof) shall be paid at the time that the Developer submits a final plat application for the Tracts (or applicable Tracts) to the City. It shall be a condition of approval of a final plat for the Tracts that the Roadway Adequacy Fee has been paid.

(d) The following conditions must be met in order for the City to accept the Roadway Adequacy Fee in satisfaction of the Boundary Street Improvements: (1) the final plat for the applicable Tracts must be administratively complete and compliant with applicable City ordinances, subject to approved variances; and (2) the applicable Tracts must be in compliance with all applicable City ordinances, subject to approved variances. The Roadway Adequacy Fee does not satisfy the Developer's obligations, which may be required by any applicable local, state, or federal regulations, related to street or right-of-way improvements or dedications other than the Boundary Street Improvements for East Street.

3.2 No Reimbursement for Roadway Adequacy Fee**.** The Developer may not receive Authority Revenue to pay for the Roadway Adequacy Fee.

## ARTICLE IV. GENERAL PROVISIONS

4.1 Definitions. Words and phrases used in this Addendum shall, if defined in the Development and Reimbursement Agreement and not specifically modified by this Second Addendum, shall have the definition and meaning as provided in this Second Addendum; provided that the definition of Applicable Regulations shall include the modifications to the City's regulations set forth in this Second Addendum.

4.2 Professional Fees. Developer shall pay to and reimburse the City monthly for the reasonable costs and expenses incurred by the City for legal and any other necessary third party professional services and related costs and expenses incurred by the City in negotiating, preparing, interpreting, applying, carrying out, and administering this Agreement. This Section does not apply to costs and expenses incurred related to an action to enforce rights under this Agreement pursued in court.

4.3 Entire Agreement. This Addendum, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

4.4 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

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

4.6 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

Executed as of ___ day of ___, 2016 and Effective upon execution by all Parties.

Leander Development Authority

By: _____
Name: _____
Title: _____

Reinvestment Zone Number One, City of Leander

By: _____
Name: _____
Title: _____

City of Leander, Texas

_____
Christopher Fielder, Mayor

Attest:

_____
City Secretary

Transit Village Investments, Ltd., a Texas limited partnership

By: _____
Name: _____
Title: _____

**EXHIBIT C**

**Form of Restrictive Covenant Agreement**

**RESTRICTIVE COVENANT AGREEMENT**

| | |
|---|---|
| **STATE OF TEXAS** | **§** |
| | **§** |
| **COUNTY OF WILLIAMSON** | **§** |

This Restrictive Covenant Agreement (this "Agreement"), is entered into as of the ____ day of _____, 2016, by and between the City of Leander, Texas (the "City"), and Transit Village Investments, Ltd., a Texas limited partnership (the "Owner").

**WHEREAS**, the Owner constructed or caused to be constructed street screen fencing (the "Public Improvement") on the property more particularly shown and described in Exhibit A attached hereto and incorporated herein for all purposes (the "Property");

**WHEREAS,** the Property is located in the Reinvestment Zone Number One, City of Leander, Texas (the "Zone");

**WHEREAS**, the cost of the design and construction of the Public Improvement is eligible for reimbursement from tax increment funds in accordance with that certain Development and Reimbursement Agreement for the Village at Leander Station between the Owner and the City dated October 6, 2011, as amended by subsequent amendments;

**WHEREAS**, the Public Improvement is located on property that is or will be owned by the Owner; and

**WHEREAS,** the City and the Owner desire to ensure the continued use of the Property and the Public Improvement for the benefit of the Zone and the Owner;

**NOW, THEREFORE,** for and in consideration of the sum of Ten and No/100 Dollars ($10.00), together with other good and valuable consideration, and mutual promises contained herein, Owner and the City agree as follows:

1. Owner hereby covenants to City that the Owner will not remove, destroy, or otherwise materially alter the Public Improvement without the prior written consent of the City. The Owner further covenants to the City that the use of the Property as authorized by applicable City ordinances and approved plans as a site for the Public Improvement shall not change without the written consent of the City.

2. The terms and provisions hereof shall be deemed to be restrictive covenants encumbering and running with the Property and shall be binding upon the Owner and its successors and assigns.

3. (a) The City and its legal representatives and assigns shall have the right to enforce this Agreement and the covenants, restrictions, and conditions herein by a proceeding at law or in equity. The remedies available to the City under this Agreement are in addition to any other remedies that may be available to the City under its ordinances or state law. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) In the event that the Owner or any subsequent owner shall violate, or indicate that such Owner or any subsequent owner intends to violate, any of the terms and provisions set forth in this Agreement, in addition to any other remedies available at law or in equity, the City shall have the right, but shall not be obligated, to sue such Owner or any subsequent owner, as applicable (the obligations of Owner or any subsequent owner under this Agreement being several, not joint) for and obtain a prohibitive or mandatory injunction or any other equitable remedy to prevent the breach of, or to enforce the observance of, the terms of this Agreement. The foregoing remedies shall be cumulative with, in addition to, and non-exclusive of one another, and the exercise of any one remedy shall not bar the exercise of any other remedy. In the event of any legal action commenced by the City to enforce the obligations of Owner or any subsequent owner hereunder, the City shall be entitled to recover its reasonable attorney's fees and costs from such Owner or any subsequent owner, as applicable.

4. Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the address set forth below or at such other address as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses.

If to City: City of Leander
PO Box 319
200 W Willis St
Leander, Texas 78641
Attn: City Manager
Facsimile: 512.259.1605

With a copy to: Knight and Partners
Attn: Paige Saenz, City Attorney
223 W. Anderson, Suite A-105

Austin, Texas 78752
Facsimile: 512.323.5773

If to Owner:

Attn:

Facsimile:

With a copy to:

5. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of Texas (without giving effect to the principles thereof relating to conflicts of law).

6. At any time, and from time to time (but not more often than once every calendar quarter), within thirty (30) days after notice or request by an Owner, the City shall execute and deliver to such requesting Owner a statement certifying: (a) that this Agreement is unmodified and is in full force and effect (or if there have been modifications, certifying that this Agreement is in full force and effect as modified in the manner specified in such statement); (b) that there exists no default under this Agreement except as otherwise specified in such statement; and (c) to such other matters relating to this Agreement as may reasonably be requested by the requesting Owner.

IN TESTIMONY WHEREOF, the parties hereto have executed this AGREEMENT in Williamson County, Texas as of this _____ day of _____, 2016.

**CITY OF LEANDER, TEXAS**

_____
Christopher Fielder, Mayor

**Attest:**

_____
Debbie Haile, City Secretary

**OWNER:**

By: _____
Name: _____
Title: _____

**ACKNOWLEDGMENT**

**STATE OF TEXAS** **§**
**§**
**COUNTY OF WILLIAMSON** **§**

This instrument was acknowledged before me on the ___ day of _____, 2016, by Christopher Fielder, Mayor, City of Leander.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
PRINT OR TYPE NAME

MY COMMISSION EXPIRES:_____

## ACKNOWLEDGMENT

**STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

This instrument was acknowledged before me on the ___ day of _____, 2016, by _____, _____ of _____, Owner of the Property described herein.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
PRINT OR TYPE NAME

MY COMMISSION EXPIRES:_____

**EXHIBIT A**

Village at Leander Station

Cost breakout for TIF application

| # | Item | Item | Amount | Total |
|---|---|---|---|---|
| 1 | Street lighting on Mel Mathis and Hero Way. | Concrete footing | $5,500 | $55,008 |
| | | Underground conduits and installation | $24,000 | |
| | | Supply the poles and shipping. | $25,508 | |
| 2 | Bollard lighting and tree lights on Mel Mathis and Hero Way. | Supply fixture and shipping. | $8,144 | $28,144 |
| | | Underground conduits and installation | $20,000 | |
| 3 | Street trees planting along Hero Way and Mel Mathis including any associated irrigation in the public ROW | Temporary Irrigation | $3,165 | $71,737 |
| | | Sod | $12,270 | |
| | | Planting | $41,011 | |
| | | Irrigation | $15,291 | |
| 4 | Plaza areas on both Mel Mathis and Hero Way – shown on sheets L1.03 and L1.04. | Colored seat walls and slabs. | $29,258 | $70,693 |
| | | Pavers and sand | $34,435 | |
| | | Corten decorative screen panels | $7,000 | |
| 5 | Sidewalks along Mel Mathis and Hero | prep, sand, rebar and concrete. | $42,908 | $42,908 |
| 6 | Water line on Mel Mathis from Sta 3+60 to 6+29 – 268 L.F. 8" | Digging, supply and install the pipes, bedding, backfilling, compaction, testing | $63,500 | $63,500 |
| 7 | Street screen fence shown on 49 of 49 – W100 – Screen fence shown in plan on L1.04 along the back of covered parking. | Concrete Footing | $9,583 | $40,142 |
| | | CMU block | $8,298 | |
| | | Stone veneer | $11,727 | |
| | | Galvanized panels | $10,533 | |
| | Total | | | $372,131 |

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| | Total | | | $372,131 |

**Executive Summary**

**April 7, 2016**

**Agenda Subject**: An ordinance of the City of Leander, Texas amending the project and financing plan for the Reinvestment Zone Number One to allocate the estimated project costs for the Village at Leander Station project among project categories; providing the estimated time when project costs will be incurred for the Village at Leander Station projects; establishing the Village at Leander station subaccount in the Tax Increment Fund; and providing for related matters.

**Background:**
This ordinance amends the TIRZ Project Plan as stated above. The total of all projects stays the same and estimated costs by category are modified to reflect commitments made in with the addendum to the TVI agreement.

**Origination:** City of Leander and Transit Village Investors

**Recommendation:** Staff recommends approval.

**Attachments:**

1. Ordinance amending the TIRZ Project Plan with exhibits

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

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING THE PROJECT AND FINANCING PLAN FOR THE REINVESTMENT ZONE NUMBER ONE TO ALLOCATE THE ESTIMATED PROJECT COSTS FOR THE VILLAGE AT LEANDER STATION PROJECT AMONG PROJECT CATEGORIES; PROVIDING THE ESTIMATED TIME WHEN PROJECT COSTS WILL BE INCURRED FOR THE VILLAGE AT LEANDER STATION PROJECTS; ESTABLISHING THE VILLAGE AT LEANDER STATION SUBACCOUNT IN THE TAX INCREMENT FUND; AND PROVIDING FOR RELATED MATTERS**

**WHEREAS**, Reinvestment Zone Number One, City of Leander, Texas (the "Zone") is a tax increment reinvestment zone created pursuant to Chapter 311, Texas Tax Code, as amended (the "Act"), by Ordinance No. 06-029-00 adopted by the City Council of the City (the "City Council" and the "City") on September 7, 2006, as amended by Ordinance No. 06-029-01 adopted by the City Council on June 21, 2007 (the "Zone Creation Ordinance"), as amended by Ordinance No. 13-077-00 adopted by the Council on December 19, 2013, and as further amended by Ordinance No. 14-065-00 adopted by the City Council on October 16, 2014;

**WHEREAS,** Zone Creation Ordinance adopted a project and financing plan pursuant to Section 311.011, Texas Tax Code, which has been amended and updated from time to time;

**WHEREAS**, the Zone, the Leander Development Authority, and the City considered the approval of that certain Second Addendum to the Development and Reimbursement Agreement for the Village at Leander Station dated _____ (the "Reimbursement Agreement"), in which the developer will be reimbursed for the design, construction, and installation of certain public improvement projects that are described in Section 2 as the Public Improvement Projects, subject to the terms and conditions of the Reimbursement Agreement; and

**WHEREAS,** the Zone and the City desire to assign the Public Improvement Projects to project categories in the Zone Plan for the purpose of tracking the commitment of tax increment funds;

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

**Section 1.** **Findings.** 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.

**Section 2.** **Public Improvement Projects.** (a) The public improvement projects described in this Section and **Exhibit A** are reasonable and necessary to provide adequate water, and other public infrastructure for persons and property located within the Zone (the "Public Improvement

Projects"). The Public Improvement Projects are authorized by the Act, are consistent with the Zone Plan, and correspond to the categories of projects set forth in the Zone Plan, as follows:

| Public Improvement Project | Zone Plan Project Category |
|---|---|
| (1) Street lighting on Mel Mathis and Hero Way | Design Enhancements - Street Lighting |
| (2) Bollard lighting and tree lights on Mel Mathis and Hero Way | Design Enhancements - Street Lighting |
| (3) Street trees planting along Hero Way and Mel Mathis including any associated irrigation in the public | Design Enhancements – Greenspace Treatments |
| (4) Plaza areas on both Mel Mathis and | Design Enhancements – Plaza/Features |
| (5) Sidewalks along Mel Mathis and Hero Way | Transportation - Necessary Connections |
| (6) Water line on Mel Mathis | Water - Necessary Connections |
| (7) Street screen fence | Design Enhancements - Plaza/Features |

(b) No bonded indebtedness secured by tax increment revenue from the Zone is envisioned at this time to finance the design and construction of the Public Improvement Projects.

**Section 3.** **Zone Plan.** The estimated project costs and estimated time when project costs will be incurred within the Zone, are hereby amended and updated as set forth in **Exhibit B**. The estimated project costs that are assigned to particular developments, as shown on Exhibit B, reflect the maximum reimbursement that may be paid to a developer under an applicable reimbursement agreement; the actual reimbursements paid to a developer will be subject to the terms, conditions, and limitations of the applicable reimbursement agreement.

**Section 4.** **Sub Accounts Created.** The Villages at Leander Station Payment Account (the "Payment Account") is hereby created and established as a sub-account of the Tax Increment Fund. The Payment Account shall be maintained for the period of time required under the Reimbursement Agreement, and a portion of the tax receipts shall be deposited into the Payment Account as provided in, and subject to the terms and conditions of, the Reimbursement Agreement.

**Section 5.** **Monetary Obligations**. It is estimated that the project costs for the Public Improvement Projects will be expended as follows: 2016: up to $372,131.

**Section 6.** **Amendment of Conflicting Ordinances.** The Zone Plan adopted under Ordinances 06-029-00, 06-029-01, 13-077-00 and 14-065-00, is hereby amended to the extent of any conflict with this Ordinance. In the event of a conflict between this Ordinance and another Ordinance of the City, this Ordinance shall control, provided that this Ordinance shall not change the terms, conditions, or limitations of any reimbursement agreement governing payment of tax increment revenue generated within the Zone.

**Section 7.** **Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 8.** **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**Section 9.** **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** on this the ____ day of April, 2016.

ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

| Leander TIRZ Project Plan (Rev. 4/4/2016) | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Committed Funds* | | | | | | | | | |
| **Funding Category** | **2006-2008** | **2008-2010** | **2010-2015** | **2015-2020** | **2020-2025** | **2025-2031** | | **Total** | **Uncommitted Balance** | | RB270 | TVI | Williamson Co. | City of Leander | Crescent | Oak Creek | Cash Contributions | Impact Fee Revenues** | | **Total Committed** |
| **Administration** | $ 6,600 | $ 33,567 | $ 650,000 | $ 100,000 | $ 100,000 | $ 59,833 | | $ 950,000 | $ 300,000 | | | | | $ 650,000 | | | | | | $ 650,000 |
| **Engineering Design-Consulting** | | | $ 42,349 | $ 650,000 | $ 650,000 | $ 757,651 | | $ 2,100,000 | $ 583,036 | | $ 369,912 | $ 997,052 | | | | | $ 150,000 | | | $ 1,516,964 |
| **Water** | | | | | | | | | | | | | | | | | | | | |
| Transmission | | | $ 437,400 | $ 3,000,000 | $ 3,000,000 | $ 1,987,600 | | $ 8,425,000 | $ 7,630,000 | | | | | $ 795,000 | $ 2,730,000 | | | $ (2,730,000) | | $ 795,000 |
| Storage contribution | | | | | | | | $ - | $ - | | | | | | | | | | | $ - |
| Necessary Connections | | | | $ 1,840,000 | $ 1,500,000 | $ 500,000 | | $ 3,840,000 | $ 3,344,050 | | | $ 63,500 | | | | $ 432,450 | | | | $ 495,950 |
| Offsite Contribution | | | | $ 450,000 | | | | $ 450,000 | $ 450,000 | | | | | | | | | | | $ - |
| | | | | | | | Sub-Tot | $ 12,715,000 | $ 11,424,050 | | | | | | | | | | | $ 1,290,950 |
| **Wastewater** | | | | | | | | | | | | | | | | | | | | |
| **Brushy Creek Basin** | | | | | | | | | | | | | | | | | | | | |
| Interceptor | | | | $ 1,000,000 | $ 1,090,000 | | | $ 2,090,000 | $ 1,839,088 | | | | | | $ 708,200 | | | $ (457,288) | | $ 250,912 |
| Laterals/Main Collectors | | | | $ 500,000 | $ 550,000 | $ 250,000 | | $ 1,300,000 | $ 839,415 | | | | | | $ 1,300,000 | | | $ (839,415) | | $ 460,585 |
| Lift Station | | | | $ 500,000 | $ 250,000 | $ 250,000 | | $ 1,000,000 | $ 783,171 | | | | | | $ 612,000 | | | $ (395,171) | | $ 216,829 |
| Force Main | | | | $ 150,000 | $ 240,000 | | | $ 390,000 | $ 390,000 | | | | | | | | | | | $ - |
| **San Gabriel Basin** | | | | | | | | | | | | | | | | | | | | |
| Interceptor | | | | $ 100,000 | $ 650,000 | | | $ 750,000 | $ 371,880 | | | | | | $ 378,120 | | | | | $ 378,120 |
| Laterals | | | | $ 250,000 | $ 250,000 | $ 200,000 | | $ 700,000 | $ 129,700 | | | | | | $ 570,300 | | | | | $ 570,300 |
| Lift Station | | | | $ 300,000 | $ 300,000 | $ 350,000 | | $ 950,000 | $ 470,000 | | | | | | $ 480,000 | | | | | $ 480,000 |
| Force Main | | | | | $ 200,000 | | | $ 200,000 | $ 200,000 | | | | | | | | | | | $ - |
| Offsite Contribution | | | | $ 250,000 | $ 250,000 | $ 250,000 | | $ 750,000 | $ 750,000 | | | | | | | | | | | $ - |
| | | | | | | | Sub-Tot | $ 8,130,000 | $ 5,773,254 | | | | | | | | | | | $ 2,356,746 |
| **Transportation** | | | | | | | | | | | | | | | | | | | | |
| RM 2243 | | | | $ 1,075,000 | $ 1,075,000 | | | $ 2,150,000 | $ 2,150,000 | | | | | | | | | | | $ - |
| San Gabriel Parkway | | | | $ 2,000,000 | $ 2,700,000 | | | $ 4,700,000 | $ - | | | | $ 4,700,000 | | | | | | | $ 4,700,000 |
| CR 273 | | | $ 388,511 | $ 311,489 | | | | $ 700,000 | $ 150,000 | | $ 200,000 | $ 200,000 | | | | | $ 150,000 | | | $ 550,000 |
| CR 269 | | | | $ 700,000 | $ 700,000 | | | $ 1,400,000 | $ 1,400,000 | | | | | | | | | | | $ - |
| US 183 Improvements | | | | $ 1,000,000 | $ 1,000,000 | $ 1,050,000 | | $ 3,050,000 | $ 3,050,000 | | | | | | | | | | | $ - |
| Required Roadways | | | $ 12,000 | $ 1,000,000 | $ 1,500,000 | $ 1,488,000 | | $ 4,000,000 | $ 1,454,776 | | | | | | $ 715,000 | $ 1,830,224 | | | | $ 2,545,224 |
| Necessary Connections | | | | $ 350,000 | $ 350,000 | $ 300,000 | | $ 1,000,000 | $ 187,092 | | | $ 42,908 | | | $ 770,000 | | | | | $ 812,908 |
| 183A enhancements - connections | | | | $ 750,000 | $ 750,000 | $ 500,000 | | $ 2,000,000 | $ 500,000 | | | | | | $ 1,500,000 | | | | | $ 1,500,000 |
| | | | | | | | Sub-Tot | $ 19,000,000 | $ 8,891,868 | | | | | | | | | | | $ 10,108,132 |
| **Rail Station** | | | | | | | | | | | | | | | | | | | | |
| Rail Station Improvements | | | | $ 1,500,000 | $ 1,500,000 | | | $ 3,000,000 | $ 3,000,000 | | | | | | | | | | | $ - |

| Leander TIRZ Project Plan (Rev. 4/4/2016) | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Committed Funds* | | | | | | | | | |
| **Funding Category** | **2006-2008** | **2008-2010** | **2010-2015** | **2015-2020** | **2020-2025** | **2025-2031** | | **Total** | **Uncommitted Balance** | | RB270 | TVI | Williamson Co. | City of Leander | Crescent | Oak Creek | Cash Contributions | Impact Fee Revenues** | | **Total Committed** |
| **Drainage - Detention** | | | | | | | | | | | | | | | | | | | | |
| Regional Facilities | | | | $ 1,600,000 | $ 1,600,000 | | | $ 3,200,000 | $ 555,428 | | | | | | $ 1,784,529 | $ 860,043 | | | | $ 2,644,572 |
| Ponds | | | | $ 325,000 | $ 325,000 | | | $ 650,000 | $ 112,121 | | | | | | $ 362,955 | $ 174,924 | | | | $ 537,879 |
| Main Collectors | | | | $ 225,000 | $ 225,000 | | | $ 450,000 | $ 450,000 | | | | | | | | | | | $ - |
| Phased Detention | | | | $ 135,000 | $ 135,000 | | | $ 270,000 | $ 270,000 | | | | | | | | | | | $ - |
| Offsite Facilities | | | | $ 1,500,000 | $ 1,050,000 | | | $ 2,550,000 | $ 2,550,000 | | | | | | | | | | | $ - |
| Property/Easements | | | | | $ 350,000 | $ 350,000 | | $ 700,000 | $ 700,000 | | | | | | | | | | | $ - |
| **Water Quality (some overlap with Detention)** | | | | | | | | | | | | | | | | | | | | |
| Treatment Facilities (BMPs) | | | | $ 790,000 | $ 790,000 | | | $ 1,580,000 | $ 280,126 | | | | | | $ 877,141 | $ 422,733 | | | | $ 1,299,874 |
| Phased Treatment | | | | $ 125,000 | $ 125,000 | $ 100,000 | | $ 350,000 | $ 350,000 | | | | | | | | | | | $ - |
| Property/Easements | | | | $ 225,000 | $ 225,000 | | | $ 450,000 | $ 450,000 | | | | | | | | | | | $ - |
| Off-site Facilities | | | | $ 250,000 | $ 250,000 | | | $ 500,000 | $ 500,000 | | | | | | | | | | | $ - |
| | | | | | | | Sub-Tot | $ 10,700,000 | $ 6,217,675 | | | | | | | | | | | $ 4,482,325 |
| **Design Enhancements** | | | | | | | | | | | | | | | | | | | | |
| Street Lighting | | | | $ 300,000 | $ 300,000 | $ 300,000 | | $ 900,000 | $ 79,056 | | | $ 83,152 | | | $ 680,000 | $ 57,792 | | | | $ 820,944 |
| Plazas/Features | | | | $ 300,000 | $ 350,000 | $ 300,000 | | $ 950,000 | $ 624,207 | | | $ 110,835 | | | | $ 214,958 | | | | $ 325,793 |
| Greenspace Treatments | | | | $ 300,000 | $ 350,000 | $ 300,000 | | $ 950,000 | $ 651,013 | | | $ 71,737 | | | | $ 227,250 | | | | $ 298,987 |
| Other (unique improvements that benefit the TOD) | | | | $ 200,000 | $ 150,000 | $ 100,000 | | $ 450,000 | $ 450,000 | | | | | | | | | | | $ - |
| | | | | | | | Sub-Tot | $ 3,250,000 | $ 1,804,276 | | | | | | | | | | | $ 1,445,724 |
| | **$ 6,600** | **$ 33,567** | **$ 1,530,260** | **$ 24,051,489** | **$ 24,830,000** | **$ 9,393,084** | Total | **$ 59,845,000** | $ 37,994,159 | | $ 569,912 | $ 1,569,184 | $ 4,700,000 | $ 1,445,000 | $ 13,468,245 | $ 4,220,374 | $ 300,000 | $ (4,421,874) | | $ 21,850,841 |

Notes:

* - The committed amounts are maximum dollar amounts that are subject to any pro-rata cost calculations, multipliers, reductions or other stipulations in the approved reimbursement agreements.

** - The Crescent agreement provides for a portion of the water and wastewater impact fees collected from connections into the funded water and wastewater improvements to be paid to the TIRZ account to be used to fund the reimbursements. These amounts are based on the total number of LUEs only within the Crescent property and at the impact fee rates as of October 2014

**AGENDA ITEM # 37**

**Executive Summary**

**April 7, 2016**

---

**Agenda Subject:** Consideration and possible action to approve the 2nd Amended and Restated Development Agreement for the Benbrook Ranch Subdivision.

**Background:** The original Development Agreement was executed on September 13, 2001 and expired on September 13, 2011. The agreement was amended on June 2, 2011 and the expiration date was extended to October 25, 2015. The applicant is requesting the extend the expiration date to October 25, 2020.

On September 17, 2015, Council authorized staff to proceed with drafting the 2nd amendment.

**Origination:** Applicant: Danny Martin on behalf of JSL Commercial Investments, LLC (John S. Lloyd)

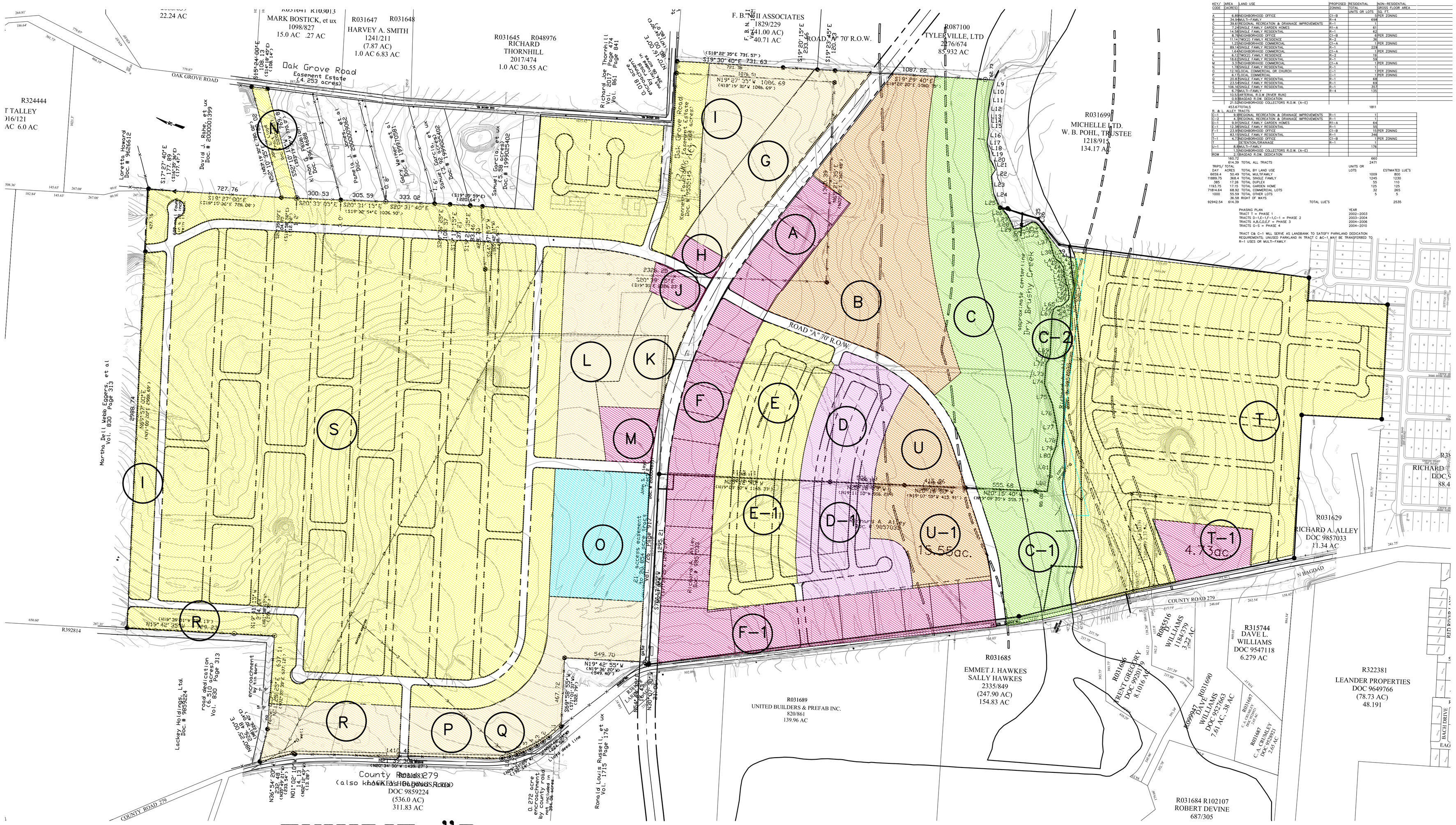
**Financial Consideration:** None

**Recommendation:** Staff recommends approval

**Attachments:**

1. 2nd amendment
2. Location Exhibit
3. Request Letter

**Prepared By:** Tom Yantis, AICP
Assistant City Manager 03/31/2016




CONCEPT LAND USE PLAN SUMMARY

| KEY/ CODE | AREA (ACRES) | LAND USE | PROPOSED ZONING | RESIDENTIAL TOTAL UNITS OR LOTS | NON-RESIDENTIAL GROSS FLOOR AREA SQ. FT. |
|---|---|---|---|---|---|
| A | 6.89 | NEIGHBORHOOD OFFICE | C1-B | | PER ZONING |
| B | 34.64 | MULTI-FAMILY | R-4 | 694 | |
| C | 39.61 | REGIONAL RECREATION & DRAINAGE IMPROVEMENTS | R-1 | | |
| C-1 | 14.58 | SINGLE FAMILY GARDEN HOMES | R-1A | 61 | |
| C-2 | 14.58 | SINGLE FAMILY RESIDENTIAL | R-1 | 62 | |
| D | 6.79 | NEIGHBORHOOD OFFICE | C1-B | | PER ZONING |
| D-1 | 11.14 | TWO(2) FAMILY RESIDENCE | R-2 | 36 | |
| E | 5.23 | NEIGHBORHOOD COMMERCIAL | C1-A | | PER ZONING |
| E-1 | 89.16 | SINGLE FAMILY RESIDENTIAL | R-1 | 224 | |
| F | 1.64 | NEIGHBORHOOD COMMERCIAL | C1-A | | PER ZONING |
| F-1 | 6.12 | TWO(2) FAMILY RESIDENCE | R-2 | 19 | |
| G | 18.62 | SINGLE FAMILY RESIDENTIAL | R-1 | 59 | |
| H | 3.72 | NEIGHBORHOOD COMMERCIAL | C1-A | | PER ZONING |
| N | 1.76 | SINGLE FAMILY RESIDENTIAL | R-1 | | |
| O | 12.14 | LOCAL COMMERCIAL OR CHURCH | C-1 | | PER ZONING |
| P | 6.13 | LOCAL COMMERCIAL | C-1 | | PER ZONING |
| Q | 10.53 | SINGLE FAMILY RESIDENTIAL | R-1 | 61 | |
| R | 23.54 | SINGLE FAMILY RESIDENTIAL | R-1 | 69 | |
| S | 106.16 | SINGLE FAMILY RESIDENTIAL | R-1 | 357 | |
| U | 6.79 | MULTI-FAMILY | R-4 | 130 | |
| | 10.53 | ARTERIAL R.O.W. (RIVER RUN) | | | |
| | 0.58 | ROAD R.O.W. DEDICATION | | | |
| | 21.52 | NEIGHBORHOOD COLLECTORS R.O.W. (A-E) | | | |
| | 453.67 | TOTALS | | 1811 | |
| R. & L. ALLEY TRACTS | | | | | |
| C-1 | 9.38 | REGIONAL RECREATION & DRAINAGE IMPROVEMENTS | R-1 | 1 | |
| C-2 | 4.38 | REGIONAL RECREATION & DRAINAGE IMPROVEMENTS | R-1 | 1 | |
| C-1 | 9.37 | SINGLE FAMILY GARDEN HOMES | R1-A | 43 | |
| C-1 | 13.38 | SINGLE FAMILY RESIDENTIAL | R-1 | 59 | |
| T | 1.00 | NEIGHBORHOOD OFFICE | C1-B | | 15 PER ZONING |
| T-1 | 63.10 | SINGLE FAMILY RESIDENTIAL | R-1 | 346 | |
| T-1 | 4.73 | NEIGHBORHOOD OFFICE | C1-B | | PER ZONING |
| U-1 | | DETENTION/DRAINAGE | R-1 | | |
| U-1 | 8.88 | MULTI-FAMILY | | 176 | |
| | 1.00 | NEIGHBORHOOD COLLECTORS R.O.W. (A-E) | | | |
| ROW | 13.80 | ROAD R.O.W. DEDICATION | | | |
| | 160.72 | | | 660 | |
| | 614.39 | TOTAL ALL TRACTS | | 2471 | |

| TRIPS/ DAY | TOTAL ACRES | | UNITS OR LOTS | ESTIMATED LUE'S |
|---|---|---|---|---|
| 40.00 | 50.44 | TOTAL BY LAND USE | | |
| 11689.15 | 304.8 | TOTAL SINGLE FAMILY | 1009 | 800 |
| 385 | 37.36 | TOTAL DUPLEX | 1245 | 1330 |
| 1193.75 | 17.15 | TOTAL GARDEN HOME | 55 | 110 |
| 71814.64 | 68.92 | TOTAL COMMERCIAL LOTS | 125 | 125 |
| 1000 | 55.59 | TOTAL OTHER LOTS | 32 | 265 |
| | 36.58 | RIGHT OF WAYS | 5 | 5 |
| 92942.54 | 614.39 | TOTAL LUE'S | | 2535 |

PHASING PLAN

| | YEAR |
|---|---|
| TRACT 1 = PHASE 1 | 2002–2003 |
| TRACTS G–I,J,K,F,L,C–1 = PHASE 2 | 2003–2004 |
| TRACTS A,B,C,D,E,F = PHASE 3 | 2004–2006 |
| TRACTS G–S = PHASE 4 | 2004–2010 |

TRACT CA, C–1 WILL SERVE AS LANDBANK TO SATISFY PARKLAND DEDICATION REQUIREMENTS. UNUSED PARKLAND IN TRACT C &C–1 MAY BE TRANSFERED TO R–1 USES OR MULTI–FAMILY

# EXHIBIT "B
# BENBROOK RANCH

## CONCEPT PLAN

OWNER:
J.S. LLOYD
BENBROOK PROPERTIES LLP
4111 LAKEPLACE LANE
AUSTIN, TX. 78746
PH. 512–328–0860
FAX 512–328–1866

SCALE: 1"=300'

**LEGEND**

PROJECT BOUNDARY (SEE SHEET TWO)
FEMA 100YR. FLOODPLAIN

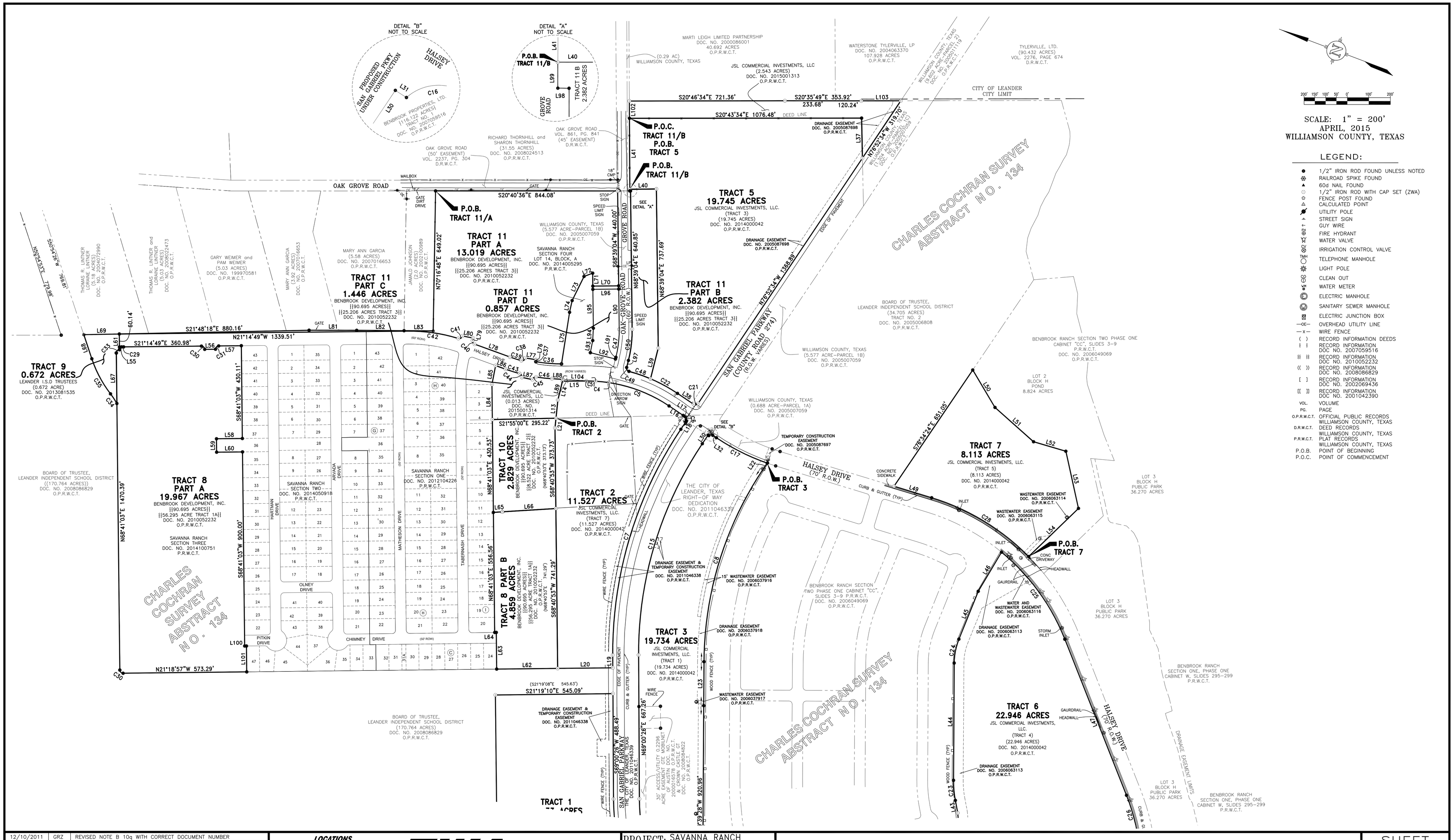
APPROVED MAY 29, 2001 SUBMITTED APRIL 5, 2001


Malone/Wheeler, Inc.
Engineering & Development Consultants
5316 Hwy. 290 West, Suite 150
Austin, Texas 78735
Phone: (512) 899–0601 Fax: (512) 899–0655

GARCIA DESIGN INC.
LANDSCAPE ARCHITECTURE
PLANNING–URBAN DESIGN
5316 HWY. 290 WEST
SUITE # 150
AUSTIN, TEXAS 78735
PHONE: (512)892–0353 FAX: (512) 899–0655


F:\00-046\lots-mmg.dwg, 4/1/2016 8:43:30 AM, MWV

**EXHIBIT "C"**
**LAND USE SURVEY**




| DATE | BY | REVISIONS |
|---|---|---|
| 12/10/2011 | GRZ | REVISED NOTE B 10q WITH CORRECT DOCUMENT NUMBER |
| 04/27/2015 | GJS | UPDATED WITH UPDATED PROPERTY DEDICATION |

LOCATIONS
EL PASO
BUDA

**ZWA**

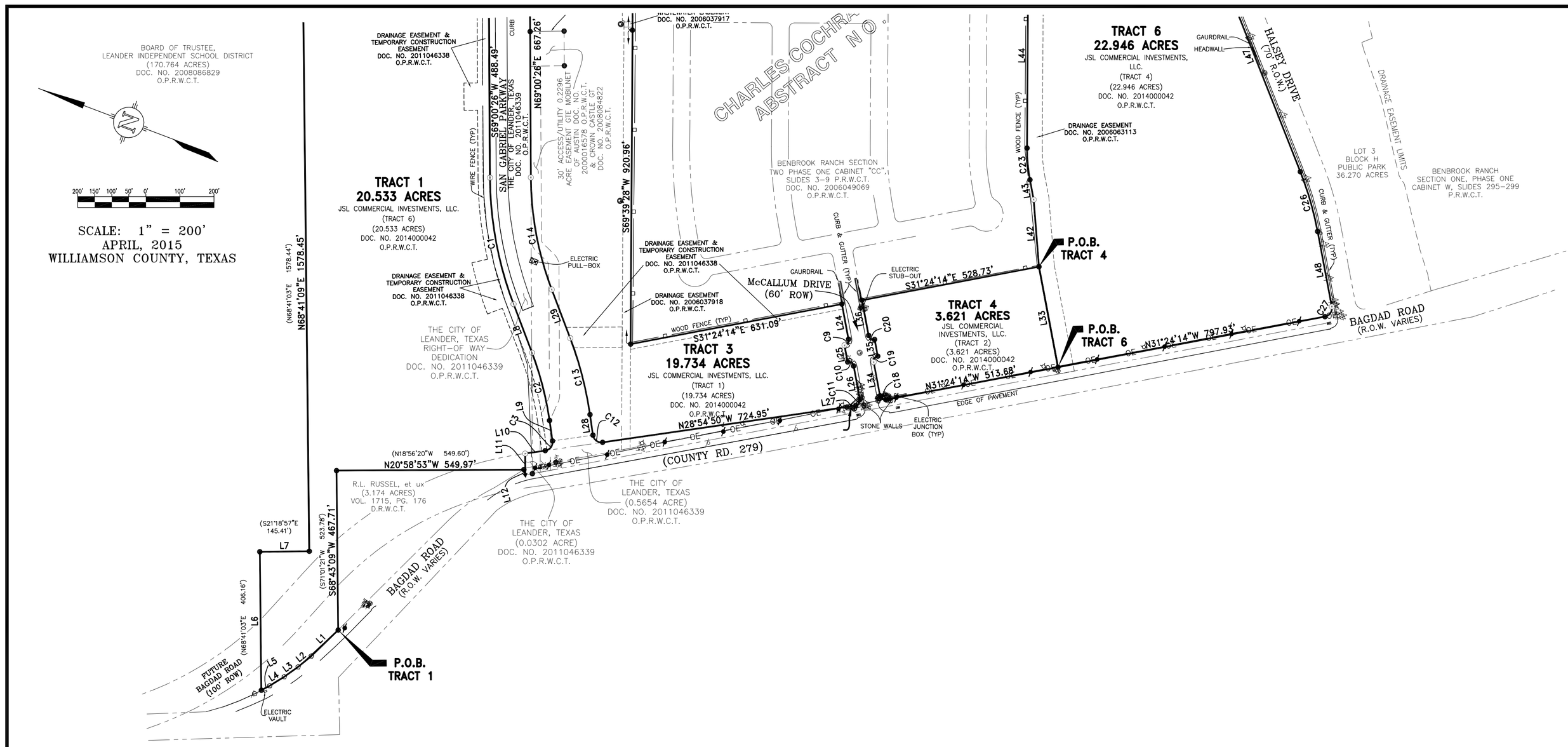

*Zamora, L.L.C.*
***Professional Land Surveyors***
1435 South Loop 4 • Buda, Texas 78610
Tel: (512) 295-6201 • Fax (512) 295-6091


PROJECT: SAVANNA RANCH
TITLE SURVEY
JOB NUMBER: 13-1017-09
DATE: APRIL, 2015
SCALE: 1"=200'
SURVEYOR: ZAMORA
TECHNICIAN: SEGURA
DRAWING: 13-1017-09-TITLE SURVEYS.dwg
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

# LAND TITLE SURVEY OF TRACTS 1 THROUGH 11 SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS.

SHEET 2 OF 2

ZWA PLAT No. 13-1017-09




## LEGEND:

- ● 1/2" IRON ROD FOUND UNLESS NOTED
- RAILROAD SPIKE FOUND
- ▲ 60d NAIL FOUND
- ○ 1/2" IRON ROD WITH CAP SET (ZWA)
- FENCE POST FOUND
- CALCULATED POINT
- UTILITY POLE
- STREET SIGN
- GUY WIRE
- FIRE HYDRANT
- WATER VALVE
- IRRIGATION CONTROL VALVE
- TELEPHONE MANHOLE
- LIGHT POLE
- CLEAN OUT
- WATER METER
- ELECTRIC MANHOLE
- SANITARY SEWER MANHOLE
- ELECTRIC JUNCTION BOX
- —OE— OVERHEAD UTILITY LINE
- —x— WIRE FENCE
- ( ) RECORD INFORMATION DEEDS
- [ ] RECORD INFORMATION DOC NO. 2007059516
- {{ }} RECORD INFORMATION DOC NO. 2010052232
- (( )) RECORD INFORMATION DOC NO. 2008086829
- [ ] RECORD INFORMATION DOC NO. 2002069436
- [[ ]] RECORD INFORMATION DOC NO. 2001042390
- VOL. VOLUME
- PG. PAGE
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N64°44'21"W | 109.92 |
| L2 | N59°55'26"W | 50.08 |
| L3 | N56°11'45"W | 49.93 |
| L4 | N52°29'57"W | 50.29 |
| L5 | N48°35'51"W | 27.63 |
| L6 | N68°41'09"E | 406.15 |
| L7 | S21°18'51"E | 145.36 |
| L8 | S48°30'20"W | 151.98 |
| L9 | S61°04'58"W | 60.86 |
| L10 | N28°55'02"W | 59.62 |
| L11 | S69°00'24"W | 62.81 |
| L12 | N54°18'05"E | 16.21 |
| L13 | S75°15'01"W | 84.58 |
| L14 | S82°55'57"W | 90.11 |
| L15 | N21°01'49"W | 110.86 |
| L16 | N13°12'33"E | 79.18 |
| L17 | N13°12'33"E | 11.74 |
| L18 | S76°47'57"E | 45.70 |
| L19 | N69°00'26"E | 58.90 |
| L20 | S21°18'57"E | 255.73 |
| L21 | S75°15'01"W | 45.48 |
| L22 | N76°45'31"W | 31.94 |
| L23 | S69°39'28"W | 204.00 |
| L24 | S58°35'46"W | 105.12 |
| L25 | S58°35'46"W | 49.79 |
| L26 | S58°35'46"W | 100.11 |
| L27 | N29°56'00"W | 26.30 |
| L28 | N61°04'58"E | 60.86 |
| L29 | N48°30'20"E | 151.98 |
| L30 | S76°47'57"E | 47.96 |
| L31 | S12°07'26"W | 4.07 |
| L32 | S13°12'33"W | 20.05 |
| L33 | N58°36'16"E | 300.02 |
| L34 | S58°35'46"W | 100.23 |
| L35 | S58°35'46"W | 49.79 |
| L36 | S58°35'46"W | 105.00 |
| L37 | S68°08'02"W | 185.39 |
| L38 | N13°12'33"E | 90.70 |
| L39 | N83°30'14"E | 146.80 |
| L40 | N21°20'56"W | 123.26 |
| L41 | N69°01'00"E | 329.25 |
| L42 | N64°48'37"E | 197.33 |
| L43 | N58°38'03"E | 59.24 |
| L44 | N69°38'38"E | 543.80 |
| L45 | S88°44'51"E | 239.43 |
| L46 | S79°54'46"E | 211.30 |
| L47 | S47°45'19"W | 777.91 |
| L48 | S58°35'46"W | 224.61 |
| L49 | N03°42'14"W | 182.48 |
| L50 | S38°37'43"W | 201.91 |
| L51 | S20°56'09"W | 259.24 |
| L52 | S04°18'35"E | 156.07 |
| L53 | S56°51'13"W | 271.55 |
| L54 | N64°42'42"W | 321.16 |
| L55 | S21°48'18"E | 9.67 |
| L56 | S21°18'57"E | 50.00 |
| L57 | S21°14'49"E | 104.98 |
| L58 | N21°18'57"W | 120.00 |
| L59 | S68°41'03"W | 62.28 |
| L60 | S21°18'57"E | 120.00 |
| L61 | N68°30'48"E | 72.69 |
| L62 | N21°18'57"W | 282.74 |
| L63 | N68°41'03"E | 170.00 |
| L64 | N21°18'57"W | 7.32 |
| L65 | N24°30'23"W | 41.69 |
| L66 | N24°10'28"W | 248.71 |
| L67 | N68°41'03"E | 234.45 |
| L68 | S50°54'26"W | 117.87 |
| L69 | N21°48'18"W | 164.50 |
| L70 | N21°20'56"W | 120.00 |
| L71 | N68°39'04"E | 60.00 |
| L72 | N41°24'33"W | 42.85 |
| L73 | N84°26'08"W | 124.60 |
| L74 | S81°48'16"W | 55.74 |
| L75 | S78°10'23"W | 242.19 |
| L76 | N78°10'23"E | 4.51 |
| L77 | N11°49'37"W | 50.00 |
| L78 | N00°43'59"W | 174.30 |
| L79 | N80°16'01"E | 11.78 |
| L80 | N09°43'59"W | 50.00 |
| L81 | S20°35'02"E | 220.70 |
| L82 | S20°14'24"E | 219.79 |
| L83 | S20°20'02"E | 135.13 |
| L84 | N68°41'03"E | 162.90 |
| L85 | N80°16'01"E | 89.09 |
| L86 | S00°43'59"E | 48.94 |
| L87 | S08°49'37"E | 50.00 |
| L88 | S17°22'48"E | 50.56 |
| L89 | S82°55'57"W | 98.69 |
| L90 | S68°39'04"W | 186.55 |
| L91 | S83°30'14"W | 8.56 |
| L92 | N06°29'46"W | 120.00 |
| L93 | N80°24'15"E | 57.46 |
| L94 | N72°00'12"E | 57.36 |
| L95 | N68°39'04"E | 180.00 |
| L96 | S21°20'56"E | 120.00 |
| L97 | S83°30'14"W | 33.69 |
| L98 | S20°40'36"E | 3.26 |
| L99 | S68°39'04"W | 7.52 |
| L100 | S21°18'57"E | 8.29 |
| L101 | S68°41'03"W | 120.00 |
| L102 | N69°01'00"E | 80.08 |
| L103 | S20°48'09"E | 183.32 |
| L104 | S17°22'48"E | 152.40 |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD |
| C1 | 379.29 | 1060.00 | 20°30'05" | S58°45'23"W | 377.27 |
| C2 | 206.34 | 940.00 | 12°34'37" | N54°47'39"E | 205.93 |
| C3 | 39.27 | 25.00 | 90°00'00" | S73°55'02"E | 35.36 |
| C4 | 104.93 | 680.00 | 8°50'30" | N16°36'34"W | 104.83 |
| C5 | 301.43 | 680.00 | 25°23'53" | N00°30'37"E | 298.97 |
| C6 | 22.18 | 15.00 | 84°43'41" | N55°34'24"E | 20.22 |
| C7 | 1110.04 | 1860.00 | 34°11'37" | S86°06'14"W | 1093.64 |
| C8 | 948.95 | 1620.00 | 33°33'44" | S86°25'26"W | 935.44 |
| C9 | 23.56 | 15.00 | 90°00'00" | S76°24'14"E | 21.21 |
| C10 | 23.58 | 15.00 | 90°04'36" | N13°33'28"E | 21.23 |
| C11 | 23.56 | 15.00 | 90°00'00" | S76°24'14"E | 21.21 |
| C12 | 39.27 | 25.00 | 90°00'00" | S16°04'58"W | 35.36 |
| C13 | 232.68 | 1060.00 | 12°34'37" | N54°47'39"E | 232.21 |
| C14 | 336.35 | 940.00 | 20°30'05" | S58°45'23"W | 334.56 |
| C15 | 1038.42 | 1740.00 | 34°11'37" | S86°06'14"W | 1023.08 |
| C16 | 19.79 | 15.00 | 75°36'20" | N24°35'37"W | 18.39 |
| C17 | 264.09 | 1035.00 | 14°37'11" | S05°53'58"W | 263.38 |
| C18 | 23.56 | 15.00 | 90°00'00" | S13°35'46"W | 21.21 |
| C19 | 23.56 | 15.00 | 90°00'00" | N76°24'14"W | 21.21 |
| C20 | 23.56 | 15.00 | 90°00'00" | S13°35'46"W | 21.21 |
| C21 | 23.58 | 15.00 | 90°05'07" | S31°50'01"E | 21.23 |
| C22 | 142.36 | 750.00 | 10°52'31" | N07°46'18"E | 142.14 |
| C23 | 93.64 | 485.00 | 11°03'44" | S64°08'40"W | 93.49 |
| C24 | 113.30 | 300.00 | 21°38'23" | S80°36'38"W | 112.63 |
| C25 | 504.55 | 1000.00 | 28°54'31" | N33°18'04"E | 499.22 |
| C26 | 182.58 | 965.00 | 10°50'27" | N53°10'33"E | 182.31 |
| C27 | 39.27 | 25.00 | 90°00'00" | S76°24'14"E | 35.36 |
| C28 | 531.46 | 1070.00 | 28°27'30" | N10°31'31"E | 526.01 |
| C29 | 9.45 | 970.00 | 0°33'29" | N21°31'34"W | 9.45 |
| C30 | 23.54 | 15.00 | 89°55'52" | N23°43'07"E | 21.20 |
| C31 | 23.58 | 15.00 | 90°04'08" | N66°16'53"W | 21.23 |
| C32 | 23.56 | 15.00 | 90°00'00" | S23°41'03"W | 21.21 |
| C33 | 23.52 | 15.00 | 89°49'46" | N66°24'04"W | 21.18 |
| C34 | 53.69 | 360.91 | 8°31'22" | N35°54'12"E | 53.64 |
| C35 | 184.93 | 550.00 | 19°15'54" | S41°16'29"W | 184.06 |
| C36 | 119.61 | 690.00 | 9°55'56" | S15°44'34"E | 119.46 |
| C37 | 4.98 | 15.00 | 19°00'33" | S68°40'06"W | 4.95 |
| C38 | 25.28 | 15.00 | 96°34'40" | S53°32'17"E | 22.40 |
| C39 | 55.18 | 700.00 | 4°30'59" | S02°59'28"E | 55.16 |
| C40 | 21.21 | 15.00 | 81°00'00" | S39°46'01"W | 19.48 |
| C41 | 25.20 | 15.00 | 96°16'01" | S51°35'58"E | 22.34 |
| C42 | 235.85 | 760.00 | 17°46'51" | N12°21'24"W | 234.91 |
| C43 | 68.12 | 760.00 | 5°08'08" | S03°18'03"E | 68.10 |
| C44 | 22.79 | 15.00 | 87°02'29" | N37°39'08"E | 20.66 |
| C45 | 22.79 | 15.00 | 87°02'29" | N55°18'23"W | 20.66 |
| C46 | 74.21 | 760.00 | 5°35'40" | S14°34'58"E | 74.18 |
| C47 | 130.91 | 505.00 | 14°51'10" | N76°04'39"E | 130.54 |
| C48 | 105.66 | 750.00 | 8°04'17" | N01°42'06"W | 105.57 |
| C49 | 23.36 | 15.00 | 89°14'29" | S38°52'59"W | 21.07 |
| C50 | 146.46 | 565.00 | 14°51'10" | N76°04'39"E | 146.06 |
| C51 | 43.32 | 680.00 | 3°39'01" | N19°12'18"W | 43.32 |

SURVEYORS NOTES:

1) BEARING BASIS BASED ON THE TEXAS STATE PLANE (TEXAS CENTRAL ZONE 4203), NAD 83, PROJECT REFERENCE CONTROL POINTS WERE ESTABLISHED FROM AND REFERENCED TO AUSTIN RRP2 CORS STATION AND LEDBETTER CORS STATION.
2) BOUNDARY SURVEY COMPLIES WITH CATEGORY 1A CONDITION II LAND TITLE SURVEY AS PUBLISHED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.
3) NO UNDERGROUND UTILITIES WERE LOCATED FOR THIS SURVEY.

SURVEYOR'S CERTIFICATE

TO: MOODY NATIONAL BANK
BENBROOK PROPERTIES, LTD. &
BENBROOK DEVELOPMENT INC.
BENBROOK PROPERTIES, LTD. AND JOHN S. LLOYD

TO TITLE COMPANY: INDEPENDENCE TITLE COMPANY
GF NO. 1108086-DMH

I G. RENE ZAMORA, DO HEREBY STATE THAT ON THE 25TH DAY OF NOVEMBER, 2011 THE FOLLOWING IS TRUE:

A. I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS AND THAT THIS SURVEY WAS PREPARED FROM AN ACTUAL ON_THE_GROUND SURVEY OF THE REAL PROPERTY SHOWN HEREON CONDUCTED BY ME OR UNDER MY SUPERVISION.

B. THIS SURVEY CORRECTLY SHOWS (I) THE BOUNDARIES OF THE SUBJECT PROPERTY AND THEIR DIMENSIONS AND DIRECTION, AND THE AREAS OF THE SUBJECT PROPERTY; (II) THE LOT AND BLOCK DESIGNATION OF ANY RECORDED SUBDIVISION OR ADDITION IN WHICH THE SUBJECT PROPERTY IS LOCATED AND THE RECORDING INFORMATION WITH RESPECT THERETO; (III) THE LOCATION AND GENERAL DESCRIPTION OF ALL BUILDINGS AND IMPROVEMENTS LOCATED THEREON (IF ANY); (IV) THE LOCATION OF ALL EASEMENTS, RIGHTS_OF_WAY AND ANY OTHER MATTERS OF RECORD OR OF WHICH I HAVE KNOWLEDGE WHICH AFFECT THE SUBJECT PROPERTY INCLUDING ANY APPURTENANT EASEMENTS; (V) ALL ABUTTING DEDICATED PUBLIC STREETS PROVIDING ACCESS TO THE SUBJECT PROPERTY TOGETHER WITH THE WIDTH AND NAME THEREOF; (VI) THE DISTANCE FROM THE NEAREST INTERSECTING STREETS OR ROADS; (VII) THE LOCATION, SIZE AND TYPE OF ALL MONUMENTS REFERRED TO HEREIN; AND (VIII) ALL OTHER SIGNIFICANT ITEMS ON THE SUBJECT PROPERTY INCLUDING BUT NOT LIMITED TO RIVERS, CREEKS, STREAMS AND LAKES..

C. EXCEPT AS SHOWN ON THE SURVEY, THERE ARE NO (I) ENCROACHMENTS ON THE SUBJECT PROPERTY BY IMPROVEMENTS LOCATED ON ADJACENT PROPERTY OR BY STREETS OR ALLEYS; (II) PROTRUSIONS BY IMPROVEMENTS LOCATED ON THE SUBJECT PROPERTY ONTO ADJACENT PROPERTY OR STREETS OR ALLEYS; (III) VISIBLE OR APPARENT EASEMENTS OR RIGHTS_OF_WAY; OR (IV) VISIBLE DISCREPANCIES, CONFLICTS OR BOUNDARY LINE DISPUTES.

D. EXCEPT AS SPECIFICALLY NOTED ON THE SURVEY, NO PART OF THE SUBJECT PROPERTY LIES WITHIN ANY AREA DESIGNATED AS A "FLOOD PRONE AREA" OR 100_YEAR FLOOD PLAIN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE UNITED STATES ARMY CORPS OF ENGINEERS, THE STATE, COUNTY OR CITY IN WHICH THE SUBJECT PROPERTY IS LOCATED OR ANY OTHER GOVERNMENTAL AGENCY OR AUTHORITY HAVING JURISDICTION OVER THE SUBJECT PROPERTY NOR IS ANY POTION OF THE SUBJECT PROPERTY LOCATED WITHIN ANY LAKE OR ANY CREEK, STEAM, RIVER OR OTHER WATERCOURSE REQUIRED TO BE UNDISTURBED BY AN APPROPRIATE GOVERNMENTAL AGENCY OR AUTHORITY.

E. THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE PARTIES TO WHOM THIS CERTIFICATION IS ADDRESSED WILL BE RELYING UPON THIS CERTIFICATION IN PURCHASING THE PROPERTY, BORROWING AND LENDING MONEY TO BE SECURED BY THE PROPERTY AND ISSUING TITLE INSURANCE WITH RESPECT TO THE SUBJECT PROPERTY AND THE SURVEY HAS BEEN PREPARED FOR THEIR RESPECTIVE BENEFITS IN ANTICIPATION OF THEIR RELIANCE THEREON.

F. ALL EASEMENTS LISTED IN SCHEDULE B, FURNISHED BY INDEPENDENCE TITLE COMPANY, TITLE COMMITMENT NUMBER 1108086-DMH, ISSUED OCTOBER 17, 2011 AND DATED OCTOBER 10, 2011 ARE SHOWN HEREON AND/OR NOTED HEREON.

| DATE | BY | REVISIONS |
|---|---|---|
| 12/10/2011 | GRZ | REVISED NOTE B 10q WITH CORRECT DOCUMENT NUMBER |
| 04/27/2015 | GJS | UPDATED WITH UPDATED PROPERTY DEDICATION |

LOCATIONS
EL PASO
BUDA

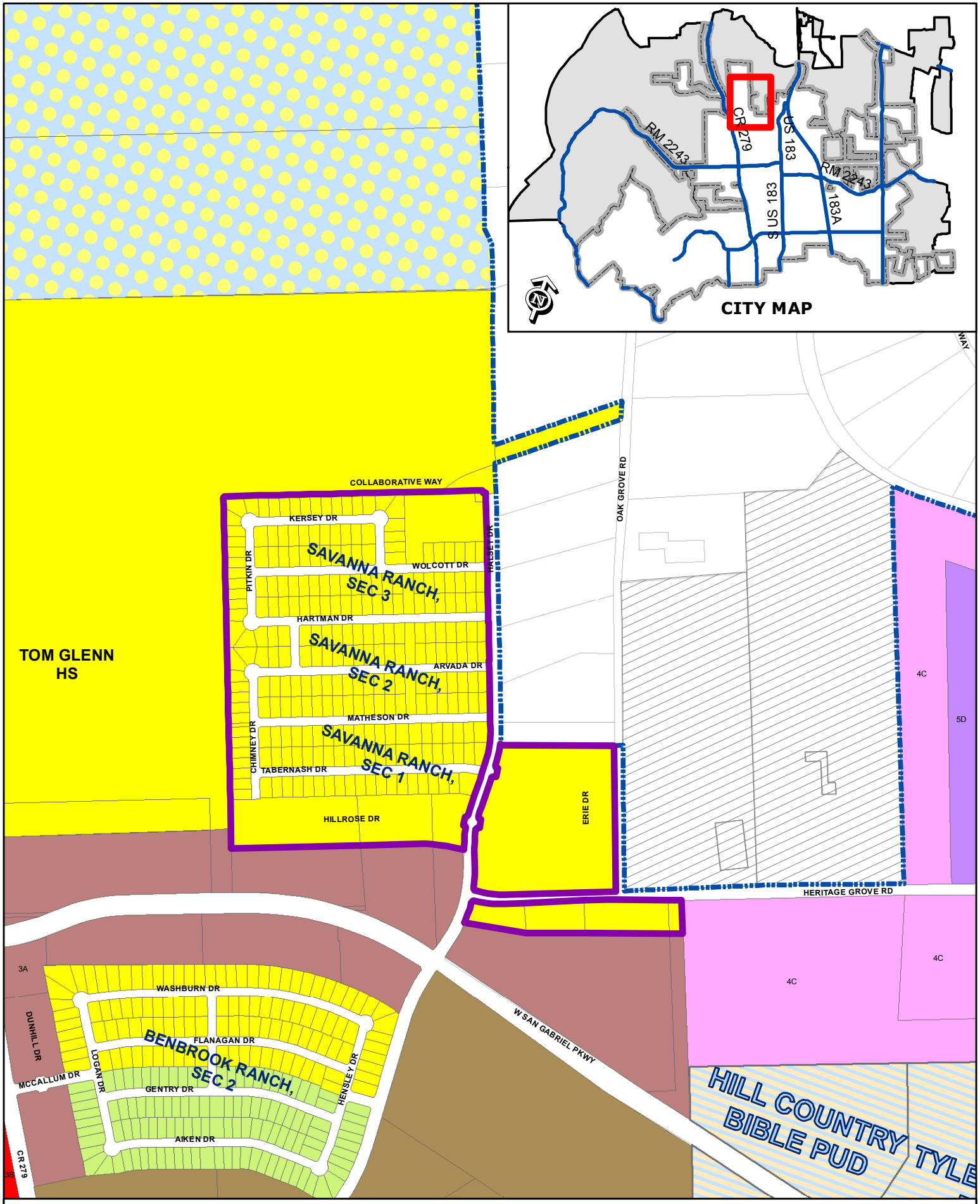
ZWA
Zamora, L.L.C.
Professional Land Surveyors
1435 South Loop 4 • Buda, Texas 78610
Tel: (512) 295-6201 • Fax (512) 295-6091

PROJECT: SAVANNA RANCH
TITLE SURVEY
JOB NUMBER: 13-1017-09
DATE: APRIL, 2015
SCALE: 1"=200'
SURVEYOR: ZAMORA
TECHNICIAN: SEGURA
DRAWING: 13-1017-09-TITLE SURVEYS.dwg
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

# LAND TITLE SURVEY OF TRACTS 1 THROUGH 11 SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS.



ZWA PLAT No. 13-1017-09




**10-DA-001**
**Development Agreement**

Attachment #2
Location Exhibit
Benbrook Ranch

Subject Property
City Limits

N

0 200
Feet

# LAW OFFICE OF TERRENCE L. IRION

**1250 S. Capital of Texas Highway**
**3 Cielo Center, Suite 601**
**Austin, Texas 78746**

**Terrence L. Irion**
*Attorney at Law*
(512) 347-9977
(512) 306-8903-FAX
tirion@tirionlaw.com


August 26, 2015

| | |
|---|---|
| VIA EMAIL: tyantis@leandertx.gov | VIA EMAIL: rgriffin@leandertx.gov |
| Mr. Tom Yantis, AICP | Robin M. Griffin, AICP |
| Assistant City Manager | Senior Planner |
| City of Leander | City of Leander |
| 104 N. Brushy Street | 104 N. Brushy Street |
| Leander, TX 78641 | Leander, TX 78641 |

Re: Benbrook Ranch Development Agreement – Amendment No. 2

Dear Mr. Yantis and Ms. Griffin:

Attached please find a proposed Amendment No. 2 to Benbrook Ranch Development Agreement. This Agreement is due to expire on October 25, 2015. The development was originally a 614.39 acre tract. All of the property has been developed except for approximately 78 acres of undeveloped commercial property on the north and south side of San Gabriel Parkway east of Bagdad Road; another 5 acres between Southbrook Drive and Middlebrook Drive on the east side of Bagdad Road; and 31 acres of detached garden home proposed residential use east of Bagdad and north and south of Halsey Drive. All public infrastructure requirements of the Developer have been dedicated to the City, including the realignment of San Gabriel Parkway; the conveyance of property for the Leander Independent School District Tract; and over 50 acres of public parkland.

The just cause for the extension of this Development Agreement is that the commercial property could not be developed prior to the completion of the School District condemnation and the reconfiguration of a number of parcels required to create the School Tract, as well as the realignment of San Gabriel Parkway. The School Tract condemnation and the right-of-way alignment created a challenge reassembling several remnant pieces. One of those parcels, the remainder of the Russell Tract, still has not been conveyed by the City to the Developer. The realignment of San Gabriel Parkway and reconfiguration of parcels to accommodate this School District's condemnation actually cost the development about five years.

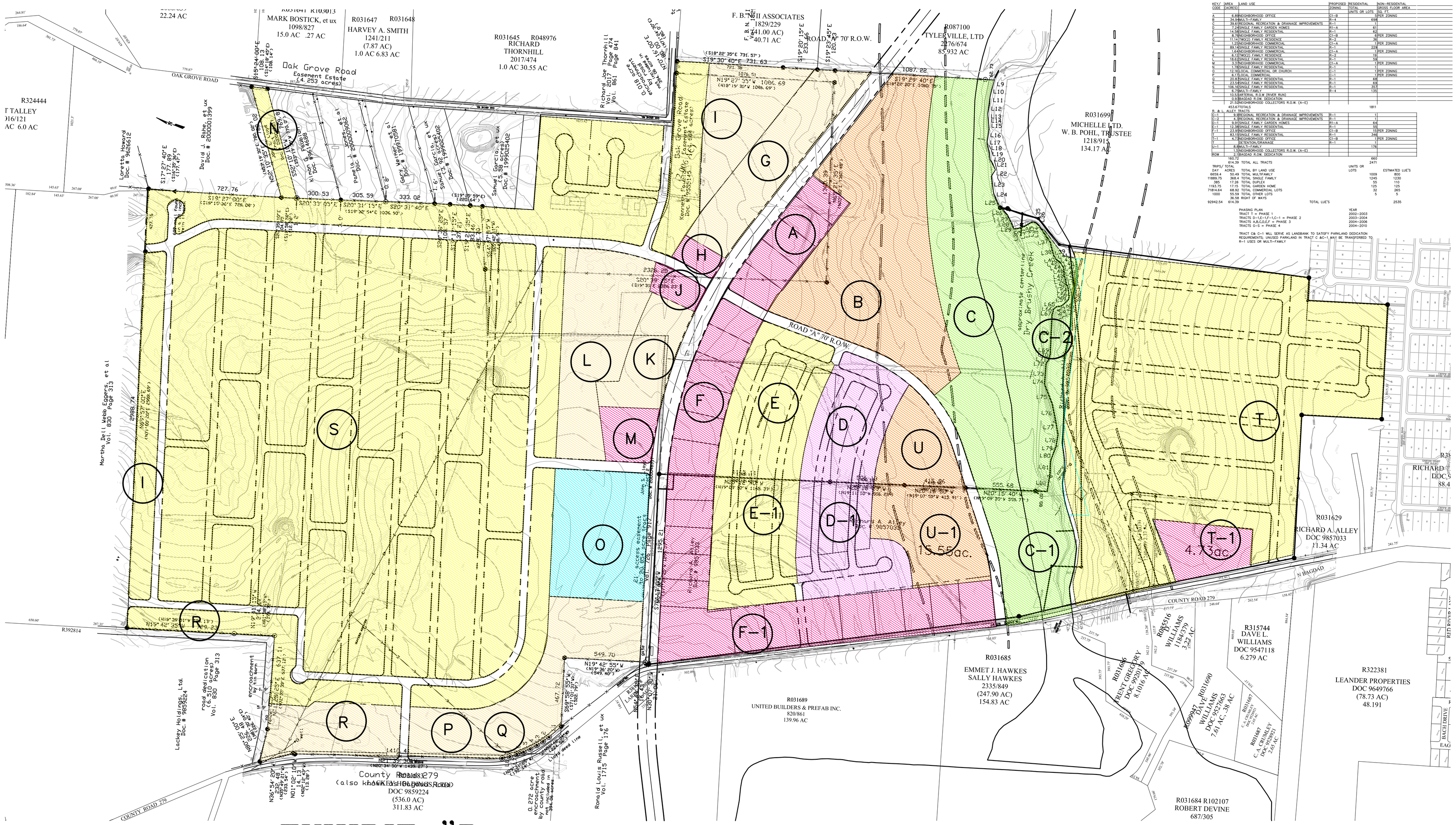
For all these reasons, we respectfully request the Development Agreement be extended to October 25, 2020 to allow completion of the 31 acres of garden home development and the approximate 83 acres of commercial development, which always is the last to develop after the residential tracts are fully developed.

Should you need any additional information to make your decision, please feel free to contact me.

Very truly yours,

Terrence L. Irion

TLI:lm
Enclosure
Cc: John Lloyd
Danny Martin




CONCEPT LAND USE PLAN SUMMARY

| KEY/ CODE | AREA (ACRES) | LAND USE | PROPOSED ZONING | RESIDENTIAL TOTAL UNITS OR LOTS | NON-RESIDENTIAL GROSS FLOOR AREA SQ. FT. |
|---|---|---|---|---|---|
| A | 6.89 | NEIGHBORHOOD OFFICE | C1-B | | PER ZONING |
| B | 34.64 | MULTI-FAMILY | R-4 | 694 | |
| C | 39.61 | REGIONAL RECREATION & DRAINAGE IMPROVEMENTS | R-1 | | |
| C-1 | 14.58 | SINGLE FAMILY GARDEN HOMES | R-1A | 61 | |
| C-2 | 14.58 | SINGLE FAMILY RESIDENTIAL | R-1 | 62 | |
| D | 6.79 | NEIGHBORHOOD OFFICE | C1-B | | PER ZONING |
| D-1 | 11.14 | TWO(2) FAMILY RESIDENCE | R-2 | 36 | |
| E | 5.23 | NEIGHBORHOOD COMMERCIAL | C1-A | | PER ZONING |
| E-1 | 89.16 | SINGLE FAMILY RESIDENTIAL | R-1 | 224 | |
| F | 1.64 | NEIGHBORHOOD COMMERCIAL | C1-A | | PER ZONING |
| F-1 | 6.12 | TWO(2) FAMILY RESIDENCE | R-2 | 19 | |
| G | 18.62 | SINGLE FAMILY RESIDENTIAL | R-1 | 59 | |
| H | 3.72 | NEIGHBORHOOD COMMERCIAL | C1-A | | PER ZONING |
| N | 1.76 | SINGLE FAMILY RESIDENTIAL | R-1 | | |
| O | 12.14 | LOCAL COMMERCIAL OR CHURCH | C-1 | | PER ZONING |
| P | 6.13 | LOCAL COMMERCIAL | C-1 | | PER ZONING |
| Q | 10.53 | SINGLE FAMILY RESIDENTIAL | R-1 | 61 | |
| R | 23.54 | SINGLE FAMILY RESIDENTIAL | R-1 | 69 | |
| S | 106.16 | SINGLE FAMILY RESIDENTIAL | R-1 | 357 | |
| U | 6.79 | MULTI-FAMILY | R-4 | 130 | |
| | 10.53 | ARTERIAL R.O.W. (RIVER RUN) | | | |
| | 0.58 | ROAD R.O.W. DEDICATION | | | |
| | 21.52 | NEIGHBORHOOD COLLECTORS R.O.W. (A-E) | | | |
| | 453.67 | TOTALS | | 1811 | |
| R. & L. ALLEY TRACTS | | | | | |
| C-1 | 9.38 | REGIONAL RECREATION & DRAINAGE IMPROVEMENTS | R-1 | 1 | |
| C-2 | 4.38 | REGIONAL RECREATION & DRAINAGE IMPROVEMENTS | R-1 | 1 | |
| C-1 | 9.37 | SINGLE FAMILY GARDEN HOMES | R1-A | 43 | |
| C-1 | 13.38 | SINGLE FAMILY RESIDENTIAL | R-1 | 59 | |
| T | 1.00 | NEIGHBORHOOD OFFICE | C1-B | | 15 PER ZONING |
| T-1 | 63.10 | SINGLE FAMILY RESIDENTIAL | R-1 | 346 | |
| T-1 | 4.73 | NEIGHBORHOOD OFFICE | C1-B | | PER ZONING |
| U-1 | | DETENTION/DRAINAGE | R-1 | | |
| U-1 | 8.88 | MULTI-FAMILY | | 176 | |
| | 1.00 | NEIGHBORHOOD COLLECTORS R.O.W. (A-E) | | | |
| ROW | 13.80 | ROAD R.O.W. DEDICATION | | | |
| | 160.72 | | | 660 | |
| | 614.39 | TOTAL ALL TRACTS | | 2471 | |

| TRIPS/ DAY | TOTAL ACRES | | UNITS OR LOTS | ESTIMATED LUE'S |
|---|---|---|---|---|
| 40.00 | 50.44 | TOTAL BY LAND USE | | |
| 11689.15 | 304.8 | TOTAL SINGLE FAMILY | 1009 | 800 |
| 385 | 37.36 | TOTAL DUPLEX | 1245 | 1330 |
| 1193.75 | 17.15 | TOTAL GARDEN HOME | 55 | 110 |
| 71814.64 | 68.92 | TOTAL COMMERCIAL LOTS | 125 | 125 |
| 1000 | 55.59 | TOTAL OTHER LOTS | 32 | 265 |
| | 36.58 | RIGHT OF WAYS | 5 | 5 |
| 92942.54 | 614.39 | TOTAL LUE'S | | 2535 |

PHASING PLAN

| | YEAR |
|---|---|
| TRACT 1 = PHASE 1 | 2002–2003 |
| TRACTS G–I,J,K,F,L,C–1 = PHASE 2 | 2003–2004 |
| TRACTS A,B,C,D,E,F = PHASE 3 | 2004–2006 |
| TRACTS G–S = PHASE 4 | 2004–2010 |

TRACT CA, C–1 WILL SERVE AS LANDBANK TO SATISFY PARKLAND DEDICATION REQUIREMENTS. UNUSED PARKLAND IN TRACT C &C–1 MAY BE TRANSFERED TO R–1 USES OR MULTI–FAMILY

# EXHIBIT "B
# BENBROOK RANCH

## CONCEPT PLAN

OWNER:
J.S. LLOYD
BENBROOK PROPERTIES LLP
4111 LAKEPLACE LANE
AUSTIN, TX. 78746
PH. 512–328–0860
FAX 512–328–1866

SCALE: 1"=300'

**LEGEND**

PROJECT BOUNDARY (SEE SHEET TWO)
FEMA 100YR. FLOODPLAIN

APPROVED MAY 29, 2001 SUBMITTED APRIL 5, 2001


Malone/Wheeler, Inc.
Engineering & Development Consultants
5316 Hwy. 290 West, Suite 150
Austin, Texas 78735
Phone: (512) 899–0601 Fax: (512) 899–0655

GARCIA DESIGN INC.
LANDSCAPE ARCHITECTURE
PLANNING–URBAN DESIGN
5316 HWY. 290 WEST
SUITE # 150
AUSTIN, TEXAS 78735
PHONE: (512)892–0353 FAX: (512) 899–0655


F:\00-046\lots-mmg.dwg, 4/1/2016 8:43:30 AM, MWV

**SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR BENBROOK RANCH SUBDIVISION**

This Second Amended and Restated Development Agreement for the Benbrook Ranch Subdivision (this "Agreement") is made and entered into by and between the City of Leander, Texas, a home rule municipal corporation (herein the "City"), and Benbrook Development, Inc. and JSL Commercial Investments, LLC, successors in interest to all of the remaining undeveloped portions of the Benbrook Ranch Subdivision property originally owned by Benbrook Properties, Ltd. (herein collectively referred to as the "Developers"). This Agreement shall be effective as of the _____ day of _____, 2016 (the "Effective Date"). The City and the Developers are sometimes referred to jointly herein as the "Parties".

**RECITALS:**

**WHEREAS,** the City and Benbrook Properties, Ltd. entered into that certain Development Agreement for Benbrook Ranch Subdivision dated effective October 25, 2001 (the "**Original Development Agreement**"), which was amended by the First Amendment to Development Agreement for Benbrook Ranch Subdivision between the City and Benbrook Properties, Ltd. dated effective June 2, 2011 (the "**First Amendment**"), and the Development Agreement and the First Amendment are collectively referred to as the "**Development Agreement**";

**WHEREAS,** the Development Agreement addresses the development of and construction of infrastructure for 614.39 acres of land, more or less, as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), as a mixed use project with approximately two-thirds (2/3) of the land area consisting of single family residential homes, duplexes and garden homes with the use, occupancy and construction restricted by restrictive covenants in the subdivision to site built homes on the lot and that comply with the applicable requirements of the City building codes and ordinances and other City requirements, to be known as the Benbrook Ranch Subdivision", also known in some later phases as Savanna Ranch Subdivision (collectively the "Subdivision

**WHEREAS,** the Development Agreement expired in accordance with its terms on October 25, 2015;

**WHEREAS,** Benbrook Properties, Ltd. has transferred and assigned the remaining undeveloped tracts out of the Property consisting of approximately 113.828 acres to JSL Commercial Investments, LLC in the following tracts:

| | |
|---|---|
| Tract 1: | 20.533 acres; |
| Tract 2: | 11.527 acres; |
| Tract 2A: | 0.013 acres; |
| Tract 3: | 19.734 acres; |
| Tract 4: | 3.621 acres; |
| Tract 5: | 19.745 acres; |
| Tracts 5A: | 2.543 acres; |
| Tract 6: | 22.946 acres; |
| Tract 7: | 8.113 acres; |

Lot 28, Block A, Section 1, Phase I: 5.05 acres; and

**WHEREAS,** Benbrook Properties, Ltd. has transferred and assigned to Benbrook Development, Inc. the following undeveloped tracts of the Property totaling 25.392 acres:

Tract 8: 4.859 acres;
Tract 10: 2.829 acres;
Tract 11D: 0.857 acres;
Tract 11A: 13.019 acres;
Tract 11B: 2.382 acres;
Tract 11C: 1.446 acres, collectively 25.392 acres; and

**WHEREAS,** the tracts of the Property consisting of approximately 113.828 acres owned by JSL Commercial Investments, LLC and the tracts of the Property consisting of approximately 25.392 acres owned by Benbrook Development, Inc. are, with the exception of the platted Lot 28, Block A, Benbrook Ranch Section 1, Phase I, more particularly described in the Land Use Survey attached hereto as **Exhibit "C"**. All such remaining undeveloped properties are currently zoned. The tracts described as totaling 25.392 acres owned by Benbrook Development, Inc. are all currently in plat review as Savanna Ranch Section 4; and

**WHEREAS,** JSL Commercial Investments, LLC intends to complete development of the 113.828 acres for use in conformance with the original mixed use concept of Benbrook Ranch Subdivision; and Benbrook Development, Inc. intends to complete residential use development of the 25.392 acre portion of the Property for use in substantial accordance with the original Benbrook Ranch Subdivision concept plan; and

**WHEREAS,** JSL Commercial Investments, LLC and Benbrook Development, Inc. ("Developers") are in the process of platting and constructing the final phases of the Subdivision and have requested that the City reinstate the Development Agreement and extend the term of the Development Agreement by (5) five years; and

**WHEREAS,** the Parties desire to enter this Second Amended and Restated Development Agreement for Benbrook Ranch Subdivision, to reinstate the Development Agreement, to extend the term of the Development Agreement, and to incorporate all terms of the Original Development Agreement and the First Amendment applicable to the portions of the Property that have not yet had development completed;

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## Article 1. Purposes, Term and Consideration.

1.01 The Developers desire to enter into this Agreement for the development of the Benbrook Ranch Subdivision and to make provision for the water and wastewater system improvements, easements, parkland dedication, and related matters, and commitment of utility service capacities by the City to the Benbrook Ranch Subdivision. It is the intent and purpose of the parties, pursuant to the terms and provisions of this Agreement, to agree on the development of the

Subdivision as follows:

(a) It is necessary for adequate water service to be provided to the Property that certain improvements be designed and constructed. The construction of the Subdivision infrastructure within the Property at Developers' sole cost and expense shall constitute the "Project" as further defined in Article 2 below. The Project will provide the water supply facilities and wastewater collection system that are necessary to serve the Subdivision, and the Developers shall pay the cost of the Project and transfer title and ownership to the Project to the City as and when provided in this Agreement.

1.02 Developers shall complete the construction and development of the Subdivision in compliance with the approved plans, specifications and final plats within the time permitted by the City's Subdivision Ordinance. If Developers shall fail to complete the Subdivision within the required period this Agreement shall expire and terminate; provided the City shall be entitled, at its option, to utilize the performance and payment bonds or other security provided to the City for the Subdivision, the Project and any other improvements required to be constructed therein, or any part thereof, for which such security is posted with the City. Unless sooner terminated by default as provided herein, this Agreement shall terminate on October 25, 2020.

1.03 The Development Agreement which expired on October 25, 2015 is hereby reinstated except as expressly replaced and superseded by this Agreement.

## Article 2. Development Agreement and Project.

2.01 The Project includes the following water, wastewater, street and drainage and parkland improvements as described in this Article:

(a) Water System Improvements: The water distribution system and improvements necessary to serve the lots and parcels within the Subdivision shall consist of the following: water lines shall be extended within the Subdivision and to each lot therein, of a design satisfactory to and approved by the City Engineer. The Parties acknowledge and agree that the sixteen inch (16") waterline to be installed along Bagdad Road as described in Section 2.01(a)(i) of the Original Development Agreement has been completed and accepted by the City and the City has paid the Developers in full the cost of oversizing the line from a 12" waterline to a 16" waterline.

2.02 Wastewater Systems Improvements: The Wastewater Systems Improvements shall consist of all internal subdivision lines, lift stations, and other facilities necessary to serve the Subdivision and as required to connect to the existing City of Leander wastewater transmission main which crosses the Subdivision. Developers agree to construct all such facilities for the remaining undeveloped portions of the Property described herein at its sole cost and expense in accordance with all applicable rules and regulations and requirements of the City of Leander. Any internal lines which the City requires to be oversized to serve other development within the City of Leander shall be oversized by Developers subject to payment by the City of Leander to Developers of an oversized payment in accordance with the cost participation schedule and payment rate as particularly provided in the Leander Subdivision Ordinance as adopted on the effective date of this Development Agreement.

2.03 Street and Drainage System Improvements: The Street and Drainage Improvements for the remaining undeveloped portions of the Property shall be constructed at each of the Developers' sole cost and expense and in accordance with the City of Leander Subdivision Construction Standards. As a condition of approval of the final plat for each phase or section of the Subdivision that abuts CR 276 (also known as CR 274 or San Gabriel Parkway), the Developer who owns the land subject to the final plat will dedicate to the public the additional right-of-way required for such segment of CR 276 (also known as CR 274 or San Gabriel Parkway), if not already dedicated.

2.04 Parkland Dedication and/or Parkland Facility Improvements: Developers agree to dedicated parkland to the City in satisfaction of the Parkland Dedication Requirements for the undeveloped portions of the Property in accordance with City of Leander Subdivision Ordinance at the rate of one acre of parkland dedication for each one hundred residential units, or 5% of the gross acreage of the Property whichever calculation results in a greater Parkland Dedication requirement. The City agrees that land within the area identified as Tract C, C-1 and C-2 on the approved concept plan is generally approved as area for dedication as parkland and shall be calculated at the rate of 50% credit for land located in the 100-year flood plain and 100% credit for land located outside of the 100-year flood plain.

Based upon parkland dedications previously made to the City, Developers have a current Parkland Dedication credit for 3175 residential units, which may be applied to the development of additional residential units as provided herein to meet the Parkland Dedication rate for residential development. To date, Developers have developed 941 residential units and expect to develop at build-out no more than 1200 to 1300 residential units.

2.05 The water, wastewater, street, and drainage, and parkland improvements listed and referenced in 2.01 through 2.04 above shall be installed and completed in compliance with all applicable rules and regulations of the Texas Natural Resource and Conservation Commission for Environmental Quality ("TCEQ("TNRCC"), to the extent applicable, as well as in accordance with all rules, ordinances and requirements of the City of Leander, at Developers' sole cost and expense save and except only for the cost of oversizing required by the City to serve other land areas.

2.06 The Subdivision will be laid out, installed, and constructed in substantial compliance with this Agreement, the Concept Plan for the Subdivision, and all rules, regulations and ordinances of the City, including, but not limited to, the City's Subdivision Ordinance as effective on the date the Concept Plan approved by the City Council on May 29, 2001 was filed with the City.

2.07 The construction plan review and inspection fee payable by Developers to the City for the portion of the Property in the Subdivision owned by Developers as of the date of the First Amendment will be calculated consistent with the City's review of prior phases, i.e.: plan review fee of $495.00 plus $50.00 per lot, professional recovery fee of $250.00, and construction inspection and materials testing fee of 1.5% of construction costs. By way of illustration, if 95 lots are platted in Benbrook Ranch Section 3, Phase I, and if construction costs equal $2,207,452.67, then the fees payable will be $495 + (95 x $50) + $250 + ($2,207,452.67 x .015) - $38,606.79.

2.08 The Architectural Standards of the City of Leander Zoning Ordinance adopted by ordinance number 00-036-00 shall continue to apply to all residential development subject to the Benbrook Development Agreement.

## Article 3. Project Engineer.

3.01 A qualified engineering firm employed by the Developers will act as engineer for the Project (the "Engineer"). The Engineer will prepare the design, construction plans and specifications, and supporting documentation for the Project. All design, plans and specifications for the Project and the Subdivision shall be subject to the review and approval by the City Engineer.

## Article 4. Plans, Specifications and Performance.

4.01 The City hereby agrees:

(a) to review and approve the plans and specifications for the Project and the Subdivision in a timely manner, as appropriate;

(b) after completion and final acceptance of the Project or any portion thereof in accordance with the approved plats and construction plans therefor to accept the streets, drainage and utility systems included therein in such part or portion for maintenance;

(c) to provide water and wastewater service to the Subdivision or portion thereof as completed by Developers;

(d) to pay to Developers the oversized cost participation fees for any utility line or other utility facility which the City engineer determines should be sized larger than necessary to serve only the Subdivision for the benefit of the most efficient delivery system for utility service extensions for the Leander service area. The oversizing cost to be paid by the City, if any, for any other line or facility required to serve the Subdivision and which the City requires to be oversized to serve any other land areas the line or facility size required to be built by the City and will be determined in accordance with the costs participation schedule and payment rate as more particularly described in Article Three Leander Subdivision Ordinance as adopted on the effective date of this Development Agreement.

(e) to accept for maintenance the streets, water and wastewater systems and drainage systems improvements as completed including maintenance **of** all detention ponds and water quality ponds except those which may be built on-site of any commercial lot within the Subdivision and sized for the exclusive use of such commercial lot or lots in accordance with a site plan permit approved by the City for such lot's development.

(f) to collect the current impact fee charges for connection to the City system at time of building permit issuance for development on each such lot for which service is requested.

(g) to accept as parkland in satisfaction of the City's parkland dedication ordinance requirements, the land designated as parkland by the approved Concept Plan at the parkland

dedication requirement rate applicable pursuant to City ordinances in effect on the date the Subdivision Concept Plan for the Subdivision was submitted to the City on April 5, 2001.

(h) to process zoning applications to be made and filed by Developers for the zoning of the several tracts of the Property as generally provided in the Concept Plan or as otherwise approved by the City Council.

4.02 The Developers hereby agree:

(a) to contract with the Engineer to design, prepare the plans and specifications for the Project and the Subdivision, and to provide the services anticipated to be performed by the Engineer pursuant to this Agreement.

(b) to review and approve the plans and specifications for the Project and the Subdivision;

(c) to enter into a contract with an appropriate contractor for construction of the Project and all other improvements and infrastructure required to be constructed and installed in the Subdivision;

(d) to develop and construct the Subdivision and development in compliance with the City's standards, rules, regulations and ordinances, or better, save and except only for such variances as may be granted by the Planning Commission for good cause shown;

(e) to pay the City's water and wastewater impact fees at such time as a building permit for construction on a developed lot is sought from the City;

(f) all preliminary and final plats for the Subdivision shall be in substantial compliance with the Concept Plan approved by the City; changes or modifications to the approved Concept Plan and Preliminary Plan shall require the approval of the City;

(g) upon the execution of this Agreement, the Developers shall pay and reimburse the City the costs and expenses incurred by the City for legal and engineering services with respect to this Agreement and shall pay to and reimburse the City for the reasonable costs and expenses incurred by the City for legal and any other necessary third party professional services and related costs and expenses incurred by the City with respect to this Agreement;

(h) to make timely and administratively complete applications for zoning of the several tracts of the Property for the uses as generally referenced and provided on the Concept Plan, and make application for such other permits as may be required to give effect to this Agreement.

(i) to pay, or contract and convey the Property in a manner to require its grantees, successors and assigns to pay the water and wastewater impact fees the City establishes by ordinance for each lot, tract, parcel or building site within the Property (the "Impact Fees") as follows: if a part or portion of the Property is platted prior to annexation, the impact fees will be paid by the Developers at the time the final plat is approved by the City; and if the part or portion

of the Property is within the City when the final plat is approved the impact fees for each such lot, tract or parcel will be paid when application is made for a building permit for such respective lot, tract or parcel.

4.03 City and Developers agree that Developers will be given full credit for any excess parkland dedication made and accepted by the City at any given time against the parkland dedication requirements for additional final plats out of this Subdivision as such plats are approved and recorded. All parkland dedications will be subject to any required utility easements and utility construction maintenance access easements necessary to serve the Benbrook Ranch Subdivision.

City and Developers agree that the parkland dedication requirement shall require 1.0 acre parkland dedication for each 100 units of residential development or 5 % of the total acreage of the Property, whichever is greater.

Developers shall be given a 50% credit for each acre dedicated for parkland or open space which is located within a 100 year flood plain. All land dedicated to the City as parkland or open space which is outside of the 100 year flood plain shall be given 100% credit on an acre for acre basis.

City and Developers agree that the Tracts identified on the approved Concept Plan for Benbrook Ranch and designated as Tracts C, C-1 and C-2 are generally acceptable to the City for qualified parkland dedication. All tract references are to those tract descriptions identified on the Concept Plan approved by the City Council on May 29, 2001, a copy of which is attached hereto and incorporated herein as by reference as Exhibit "B".

## Article 5. Dedication of the Project to the City.

5.01 Upon completion of the Project or any final platted portion thereof, the water, wastewater system improvements, street and drainage improvements and required parkland shall be dedicated to the City and the City shall, in a timely manner, accept the dedications for ownership, operation and maintenance. The Developers shall convey to the City all of the facilities, land and equipment comprising the improvements dedicated and shall convey to the City by special warranty deed that portion of the Property constituting required parkland dedication and any required right-of-way dedications for widening of Bagdad Road or County Road 276 as required.

## Article 6. Annexation Schedule

6.01 The Developers of all remaining portions of the Property have requested voluntary annexation in accordance with the Original Development Agreement and the Property has been annexed into the City.

## Article 7. Assignment of Commitments and Obligations.

7.01 Prior to the completion of the Project and the dedication and acceptance of the Project, the Developers' rights and obligations under this Agreement may be assigned by the Developers without the consent of the City only for the purpose of securing financing for the purpose of

completing the development of the Subdivision. After completion of the Project and the dedication and acceptance of the Project, the lots may be sold and conveyed subject to the notices being given as required herein, but the Developers' rights and obligations under this Agreement may not be assigned, in whole or in part, by the Developers to any person or entity without the consent of the City. Except as provided above, the Developers may not assign the Developers' rights and obligations under this Agreement without the prior consent of the City. The rights of the Developers under this Agreement run with the Property, and in no event shall any such rights be severed or separated from the land.

7.02 This Agreement shall be binding upon the parties, their grantees, successors and assigns. If the City shall hereafter pass any resolution or adopt any ordinance which prohibits the grant of, or restricts the City's authority to grant rights to the Developers, such resolution or ordinance shall not affect the rights and/or obligations of the City or the Developers under this Agreement. When used in this Agreement, the term "Developers" and the term "City" includes their respective grantees, successors and assigns.

## Article 8. Default.

8.01 Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of ten (10) business days after receipt by such party of notice of default from the other party. Upon the passage of ten (10) working days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement. Upon the occurrence of a default, the non-defaulting party may terminate this Agreement. The non-defaulting party may further exercise any available legal or equitable remedy, including enforcing the obligations under this Agreement by specific performance, mandamus, or injunction. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

## Article 9. Force Majeure.

9.01 The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning; earthquakes; fires; hurricanes, storms and floods; washouts; droughts-, adverse weather conditions; restraint of government and people; civil disturbances; explosions; unwarranted delays by the City in approving or signing the plans for the Project, performing inspections, accepting the Project when completed, or otherwise performing its obligations under this Agreement; or other causes not reasonably within the control of the party claiming such inability.

9.02 If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

9.03 It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

## Article 10. Notices.

10.01 Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed delivered when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed to:

City of Leander
Attn: City Manager
P.O. Box 319
Leander, Texas 78646-0319

with copy to: Barney L. Knight
Barney L. Knight & Associates
223 West Anderson Lane, Suite A105
Austin, Texas 78752

Any notice mailed to the Developers shall be addressed to:

Benbrook Development, Inc.
c/o John S. Lloyd
4720-4 Rockcliff Road
Austin, Texas 78746

JSL Development Investments, LLC
c/o John S. Lloyd
4720-4 Rockcliff Road
Austin, Texas 78746

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

## Article 11. Contributions or Reimbursements.

11.01 The City shall have no financial obligations pursuant to this Agreement, and the City shall have no duty to make any contribution to or pay any reimbursement or funds to Developers pursuant hereto, except as provided by Section 4.01 hereof.

11.02 Upon the execution of this Agreement, the Developers shall pay and reimburse the City the sum of $5,000.00 as costs and expenses incurred by the City to date for legal services with respect to this Agreement; provided that Developers shall not be required to reimburse more than the actual amount of such fees, costs and expenses billed to City. City shall provide Developers with copies of the invoices to document the amount of such fees, expenses and charges billed to City.

## Article 12. Indemnification.

12.01 Developers hereby agree to indemnify and hold the City and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the City, its agents, officers or employees, arising from any and all acts done or omitted to be done by Developers, or the employees, agents, subcontractors or assigns of Developers, in connection with the development, improvement, construction or marketing of the Subdivision, or the maintenance of the Subdivision by Developers, or the performance of any service or function by Developers pursuant to this Agreement; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either Developers or the City.

## Article 13. Entire Agreement.

13.01 This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between parties hereto, and may not be amended except by a writing signed by all parties and dated subsequent to the date hereof.

## Article 14. Effective Date.

14.01 This Agreement shall be in full force and effect as of the date first written above.

## Article 15. Law and Venue.

15.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

## Article 16. Time of the Essence.

16.01 It is acknowledged and agreed by the parties that time is of the essence in the performance of this Agreement.

EXECUTED in multiple originals on the dates opposite the signatures below.

**City of Leander**

_____ Date:_____
Christopher Fielder, Mayor

**Benbrook Development, Inc.**

_____ Date:_____
John S. Lloyd, President

**JSL Development Investments, LLC**

_____ Date:_____
John S. Lloyd, Its Manager

**THE STATE OF TEXAS §**
**COUNTY OF WILLIAMSON §**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christopher Fielder, Mayor of the City of Leander, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same 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

**THE STATE OF TEXAS §**
**COUNTY OF TRAVIS §**
Lloyd, President of Benbrook Development, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same 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

**THE STATE OF TEXAS §**
**COUNTY OF TRAVIS §**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John S. Lloyd, Manager of JSL Development Investments, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same 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

# AGENDA ITEM # 38

**Executive Summary**

**April 7, 2016**

**Subject:** Consider Award to Water Smart for Behavioral Water Efficiency Software

**Background:** An RFP was issued to explore the costs for Behavioral Water Efficiency Software, an emerging technology that provides comparative insight into water customer's consumption patterns with the goal of reduced consumption. Four (4) qualified vendors submitted responses on March 3, 2016 for this software platform. Water Smart was the low, qualified and high-score respondent and can provide the system as specified and on-site training to staff.

The program is designed to run for two (2) years, with an optional three (3) years should the customer response and result be favorable.

**Financial Consideration**: FY 2015-16 ($28,687.50); FY 2016-17 ($55,744); FY 2017-18 ($34,556.50)

**Recommendation:** Staff respectfully recommends that the Council authorize the City Manager to execute an agreement for said software platform per the specified and proposed terms.

**Attachments:** Contract, Bid tabulation, and recommendation memo from Purchasing Agent

**Prepared by:** Joy Simonton, Purchasing Agent

City of Leander

# INTEROFFICE MEMO

DATE: March 28, 2016

TO: Kent Cagle

FROM: Joy Simonton

RE: Recommendation for Award for Solicitation #S16-018; Behavioral Water Efficiency Software

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The Purchasing Division recommends Water Smart for an award of a 27-month agreement with three (3), optional 12-month renewals for Behavioral Water Efficiency Software in accordance with the city's solicitation process.

Four (4) responses were received.

Joy Simonton, Purchasing Agent

CC: FILE

**Bid Info:** City of Leander

Behavioral Water Efficiency Software

**Solicitation No.** #S16-018

**Opening:** 03/03/2015

| EVALUATION CRITERIA | Max Points | WaterSmart | SUS | dropcountr | OmniEarth | City of Austin Interlocal |
|---|---|---|---|---|---|---|
| **Proposed Fee (4,000 customers year one, 9,500 customers year two)** | **35** | **35** | **34** | **21** | | |
| **All-inclusive 2-year fee** | | **$118,988.00** | **$121,730.00** | **$195,840.00** | **$20,000.00** | **$48,000.00** |
| **All-inclusive 3-year fee** | | $65,550.00 | $62,010.00 | $95,880.00 | $10,000.00 | NA |
| **All-inclusive 4-year fee** | | $65,550.00 | $61,035.00 | $88,470.00 | $10,000.00 | NA |
| **All-inclusive 5-year fee** | | $65,550.00 | $61,035.00 | $79,825.00 | $10,000.00 | NA |
| **Proposed System and Progam Features** | **50** | **45** | **37** | **40** | | |
| Program Design and Data Analysis | | Meets spec | Meets spec | Meets spec | Presented as an "add-on" analytic that provides insight into land cover types (soil, shrubs), evaporation, and a parcel-by-parcel alotment analysis to assist in targeting the residents with the mostto gain from usage reduction. Interfaces with WaterSmart, SUS and dropcountr. Used primarily to target optimal customers for program. | dropcountr<br>The City of Austin has contracted with Dropcountr for a one year implementation of Behavior Water Efficeincy Software. Agreement is for one year and includes a total of 10,000 water customers. 8,500 will receive digital portal access to reports, 1,500 will receive mailed reports. Mailed reports are billed at $14 each. Set-up is billed at $10,000. System does not include Omni Earth. |
| Mailing Frequency & Participating Households | | 4,000 customers targted in year 1, 5,500 added in year 2 for total of 9,500 customers years 3-5 | 4,000 customers targted in year 1, 5,500 added in year 2 for total of 9,500 customers years 3-5 | 4,000 customers targted in year 1, 5,500 added in year 2 for total of 9,500 customers years 3-5 | | |
| Scalability | | Scalable; opt in available for all customers; no charge for portal reports | Scalable; opt in available for all customers; no charge for portal reports | Scalable; opt in available for all customers; no charge for portal reports | | |
| Portal and Dashboard | | Acceptable | Acceptable | Acceptable | | |
| Direct Mail Piece Design Quality | | Superior | Acceptable | Acceptable | | |
| On-site Training | | On-site training included at implementation and at one-year. No additional fees charged for travel. | Remote training. On-site training not included; if needed travel billed at cost (note about not exceeding 15% of implementation) | On-site training included with travel billed at cost | | |
| Cost per mailer | | $1.00 | $0.78 | $1.48 | NA | **$14.00** |
| Savings Independently Verified | | Yes - for other client | Yes - for Leander | Yes - for Leander | NA | **NA** |
| Omni Earth Included | | Not inlcuded but available | Not inlcuded but available | Included | NA | **Not included** |
| **References** | **15** | **15** | **14** | **15** | **15** | |
| **Reference checks and scoring** | | See reference sheet scoring | See reference sheet scoring | See reference sheet scoring | See reference sheet scoring | |
| **TOTAL:** | **100** | **95** | **85** | **76** | | |

**Services Agreement**

This agreement is made between WaterSmart Software, PBC. ("WaterSmart"), a Delaware corporation, and Leander Utilities ("Utility"). The Scope of Work describing services to be provided by WaterSmart and cooperation required of Utility, is attached as Exhibit A (the "Scope of Work"). In addition, for the protection of Utility and WaterSmart, certain customary legal terms are set forth below and in the "Software-as-a-Service Provisions" attached as Exhibit D. This services agreement and its incorporated attachments are together referred to as the "Agreement".

1. The term of the Agreement begins when returned to WaterSmart countersigned and shall end 27 months later if not extended as provided for herein.
2. Payment by Utility under this Agreement, inclusive of all fees and reimbursed expenses, shall not exceed $118,988 for the initial 27-month term specified above. WaterSmart shall invoice Utility upon signing of the Agreement and be compensated as set forth in the Scope of Work, and Utility shall pay invoices within 30 days of receipt.
3. At any time during the term of the Agreement, either party has the right to terminate the Agreement upon 30 days written notice to the other party. Upon such termination, WaterSmart will be compensated for the reasonable value of its services provided through the termination date.
4. WaterSmart is an independent contractor, and shall not be considered an officer, agent, or employee of Utility.
5. WaterSmart shall perform its services in a timely and professional manner consistent with standards generally and reasonably expected of software-as-a-service vendors serving

water utilities in the United States. WaterSmart has and shall maintain any applicable licenses or authorizations necessary to provide its services to Utility.

6. The Software-as-a-Service Provisions attached as Exhibit D are incorporated by reference and include terms covering intellectual property rights, confidentiality, cooperation of the parties, and limitation of liability.
7. WaterSmart shall hold harmless, defend and indemnify Utility and its officers, directors, employees and volunteers from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of WaterSmart's services, to the extent caused by any negligent act or omission of WaterSmart, any of its subcontractors, and anyone directly or indirectly employed by any of them, except if caused by the active negligence, sole negligence, or willful misconduct of Utility. WaterSmart's defense and indemnity shall be provided to the extent insurance proceeds are available from the insurance coverages required below; WaterSmart's defense and indemnity liability is limited to such coverages.
8. Unless otherwise specified, WaterSmart shall maintain the following policies of insurance in full force and effect during the term of the Agreement in the amounts shown below.

| | |
|---|---|
| Commercial General Liability Insurance (policy as broad as the standard ISO form) | $2,000,000 per occurrence / $4,000,000 aggregate per policy |
| Professional Liability (errors and omissions) | $3,000,000 per claim |
| Automobile Liability Insurance including hired, and non-owned vehicles | $2,000,000 per accident |
| Workers' Compensation | As required by statute |

9. All insurance coverages of WaterSmart are primary insurance as to Utility. Utility shall not be required to contribute to any loss through its insurance policies and/or self-insured programs.
10. Upon request by Utility, a certificate of insurance shall be promptly provided by WaterSmart confirming the coverages above.
11. WaterSmart shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement.
12. WaterSmart shall comply, and upon request shall certify its compliance with, any conflict of interest avoidance requirements of Utility.
13. Upon or before external launch of WaterSmart's services, Utility and WaterSmart shall cooperate to mutually approve a press release announcing the parties' relationship. Each party may disseminate and display such press release and/or its contents, and may reference its relationship with the other party by name and display of the other's logo, online and offline and in subsequent communications with third parties.
14. Utility may extend or expand the agreement beyond the initial term provided for above by signing a mutually acceptable extension agreement prior to the expiration of the initial term. WaterSmart's current form of term extension agreement is attached here as Appendix E and, upon request by Utility, will be promptly prepared by WaterSmart, including relevant scope and/or price changes, for Utility's review and signature.
15. This Agreement may be executed in counterparts. It states the complete agreement of the parties concerning its subject matter, and it may be extended or amended only in a writing signed by both parties.

**IT IS SO AGREED.**

| | |
|---|---|
| WATERSMART SOFTWARE, PBC. | Leander Utilities |
| 20 California Street, Suite 200 | 200 West Willis |
| San Francisco, CA 94111 | Leander, Texas 78641 |
| By: _____ | By: _____ |
| Robin Gilthorpe, CEO | Kent Cagle, City Manager, City of Leander |
| Date: | Date: |

# Exhibit A: Scope of Work

## PROGRAM AT A GLANCE

### Program Overview

- Program Length: 15 month first term, plus 1 additional 12 month term
- Current Accounts:
  - 12,000 Single Family Residential (SFR) Accounts
- Meter Data:
  - ☐ AMI
  - ☐ AMR/Other
  - ☒ Rolling Reads

### Dashboard and Portal

- Customer Portal:
  - Access for all accounts
    - 12,000 Single Family Residential (SFR) Accounts
- Utility Dashboard: Profiles for all accounts

### Welcome Letter

- Sent to all Water Report Recipients in advance of program

**Water Reports**

- Residential Recipients: 4,000 accounts in first term; additional 5,500 accounts (9,500 total) in second term
- Residential Control Group: 2,500 accounts
- Frequency: 6 cycles per account per term

**Special Circumstances:**

☐ None

☒ As specified below:

WaterSmart will work with Leander to limit the impact of phone calls to the Utility after the first Water Report mailing using formatting of the Water Report and coordinating on timing.

## SECTION 1: INTRODUCTION AND PROGRAM ELEMENTS

### Introduction

WaterSmart Software ("WaterSmart") is a customer engagement and analytics platform. Leander Utilities ("Utility") has contracted with WaterSmart to implement a customer engagement program to serve its population.

The program is comprised of the following elements, which are explained in more detail below:

- Utility Dashboard: Analytics, customer support tools and Program performance data for Utility staff
- Customer Portal: Additional engagement and information for account owners
- Alerts: Leak and high usage alerts (if selected)
- Water Reports: Customized reports mailed or emailed to each participant (if selected)

As a software-as-a-service (SaaS) provider, WaterSmart will provide all major program elements to the Utility:

- Program setup and initialization, including data collection;
- Hosting of WaterSmart Customer Portal and Utility Dashboard;
- Creation and delivery of Utility-branded Water Reports and alerts to Utility water customers (if selected); and
- Measurement and verification to allow the Utility to evaluate the program (if selected).

Utility is responsible for providing WaterSmart key program inputs including account information, regular feeds of meter data, and logos and contact information. Utility will also be responsible for timely feedback and input on key program elements during initialization. Utility will maintain responsibility as the primary contact for customer inquiries and technical assistance.

WaterSmart and Utility shall each designate a single person as Program Manager for the program. All Utility decisions shall be channeled through the Utility Program Manager. In addition, Utility shall designate a Data contact who is responsible for providing the data indicated below.

This scope of work and agreement cover services rendered over term of the agreement. The exact timing of program launch and duration of services may vary depending on Utility resource levels, data availability, and other unforeseeable events. WaterSmart will endeavor to adhere to the proposed schedule. Utility's responsiveness and prompt provisioning of necessary program inputs is also critical to schedule adherence.

A proposed schedule is provided in Exhibit C, Schedule of Performance.

**Utility Dashboard**

The Utility Dashboard provides Utility staff insights on customer engagement and water use efficiency, both on an aggregate level and for individual customer accounts. The Dashboard includes data for all customer classes whose data is provided to WaterSmart. WaterSmart will host the Utility Dashboard and will be responsible for all maintenance and security. The Utility may use the Utility Dashboard to create individualized, separate logins for as many Utility staff as it wishes.

**Customer Portal**

The WaterSmart Customer Portal, available to customers through a mobile and web interface, allows the Utility to engage with its customers, deliver targeted, personalized messages about their water use, alert them about potential leaks, inform them about rebate programs, and educate them on the value of water. The Portal features an integrated customer survey to gather important customer details related to occupancy, appliance age, water use behavior, and other important metrics. Users or managers of multiple units, such as homeowners associations and commercial organizations, can also see a combined view of all consumption data in a unified view. WaterSmart will host the Customer Portal and will be responsible for all maintenance and security.

**Alerts and Notifications**

WaterSmart can provide alerts to residential customers to notify of a potential leak, or to notify a customer that they have reached a self-selected consumption threshold. Alerts and notifications can be sent through multiple channels -- email, SMS text message, or automated voice call. Customers must opt-in through the Customer Portal to receive alerts via SMS text message or automated voice call.

### Welcome Letter

Accounts that have access to the Customer Portal or that receive Water Reports are sent a Welcome Letter to explain the program and its benefits. Through the Welcome Letter, accounts are directed to an online survey to fill out their customer profiles. The Welcome Letter is branded for the Utility (including Utility logo, contact information and a signature line from an appropriate Utility representative) and will inform recipients about the program and what they can expect to receive.

### Water Reports

Water Reports are informative, carefully designed reports that help deliver targeted messages from the Utility to customers including messages about water efficiency, social comparisons, the value of water, and rate changes. Water Reports can be sent via mail or email, and may be targeted to certain accounts (specified in "Special Circumstances" under the Program at a Glance and subject to approval by WaterSmart), sent to randomly selected accounts as part of a randomized control trial, or sent to all of a utility's customers. Content and design of all materials are subject to change over time, as WaterSmart incorporates new features.

### Surveys

WaterSmart will invite enrolled accounts to respond to two surveys on behalf of the Utility. The first is the Customer Profile available to customers through the Customer Profile and linked to in the Welcome Letter, WaterSmart will also send a digital invitation to complete a post-launch Satisfaction Survey on behalf of the Utility to all accounts for which an email address is available.

## SECTION 2: PROGRAM INITIALIZATION

The initialization phase of the program will begin with Contract Signing (or Purchase Order Issue if a Purchase Order is necessary for invoicing) and will last for three months. WaterSmart will begin the (first)

12-month implementation term at the start of the fourth month after Contract Signing/PO Issue. If a utility has provided the data and input necessary to launch the program early, WaterSmart will accommodate by making the Customer Portal and Utility Dashboard available and (if selected) sending the first Welcome Letters prior to the start of the 3-month initialization phase, though the invoicing schedule will not change.

To initialize the program, WaterSmart will work with Utility to set up the transfer of key data elements, discuss customized elements of the Customer Portal and Water Reports, finalize a Welcome Letter, and train Utility employees on the WaterSmart platform. Below are the key steps for the Program Initialization Phase.

**Kickoff**

WaterSmart will conduct a 60- to 90-minute introductory online meeting to orient Utility staff involved in the Program with the Reports, Alerts and Web Applications. WaterSmart suggests Utility include a representative from each functional group that will be involved with the implementation of the program: Conservation. Customer Service, Field Service, Finance, Marketing/Public Information Office, and Information Technology (IT).

**Data Transfer**

WaterSmart will work with utility to securely transfer a dataset on accounts, including but not limited to the following data:

Account Information:

- Account Number
- Account Type
- Account Sequence Number
- Property APN, where available
- Meter Size
- Customer Mobile Number, where available
- Service Address
- Billing Address
- Customer Name
- Customer Email, where available

Consumption History:

WaterSmart will request, for at least the last two years but ideally for five to ten years in the past, such fields as, but not limited to:

- Account Number
- Account Sequence Number
- Meter I.D. (serial number)
- Current Meter Read Date
- Previous Meter Read Date
- Days in Billing Cycle
- Consumption
- Bill and water allocation details as mutually agreed

Current Consumption:

WaterSmart will also work with utility to set up a regular transfer of meter reads from the Utility to WaterSmart through a secure channel. This will be the same file format as the Consumption History file above. The frequency of meter data transfer will determine how frequently Water Reports are shipped (see Table 1).

WaterSmart will request, for accounts with interval data:

- Account Number
- Timestamp
- Timezone
- Consumption
- Additional details as mutually agreed

Rebate Program Participation File

Optionally, Utility may provide data on rebate program participants, and those receiving citations or notifications. This file may be sent at the same frequency as the Current Consumption data, or less frequently, and should include:

- Account Number
- Program Name
- Participation Date
- Additional details as mutually agreed

Should Utility implement new data management systems after the first initialization process, which require WaterSmart to re-onboard new file structures or map historical identifiers (e.g. customers,

accounts, premises, service points), WaterSmart will assess an additional one-time fee not to exceed $10,000 upon receipt of first test files from the new system.

**Customization of Customer Portal and Water Reports**

WaterSmart's Customer Portal and Water Reports (if selected) contain several custom fields. WaterSmart will work with the Utility to customize the Water Report and Customer Portal with Utility logo and contact information. WaterSmart will provide messages and recommendations for Utility to review and approve for display on a targeted basis. Utility will have the opportunity to approve or exclude any recommendations shown in the Water Report and Customer Portal and messages shown in the Water Report. The Utility will also have the opportunity at the start of the program to provide WaterSmart with information on available rebates and incentives that should be flagged within relevant water saving recommendations.

Utility and WaterSmart agree to complete this process in a timely manner. Utility should provide final approvals to WaterSmart no more than ten (10) business days from when initial materials are provided to Utility.

For both Messaging and Recommendations, the review process is as follows:

- WaterSmart sends default content to Utility.
- Utility Project manager sends back a single, consolidated list of approved messages.
- WaterSmart provides proof sheet of finalized content once all data is received and portal is configured.

In addition, Utility will have the opportunity to provide one custom text Water Report message per Report cycle. Content is to be provided at least ten (10) business days prior to report generation.

Appendix A, Figure 1 shows the customizable content to be reviewed during initialization.

**Finalization of Welcome Letter**

WaterSmart will send a Welcome Letter, on behalf of the Utility, to accounts that will receive access to the Customer Portal or Water Reports. Utility will have the ability to customize the signature and the

introductory paragraph of content, within space constraints. The review process is similar to the process for Messaging and Recommendations described above. The format, design and content of the Welcome Letter will be based on existing WaterSmart documents. Content and design of all materials are subject to change over time, as WaterSmart incorporates new features. WaterSmart will send Welcome Letters by email where a valid email address is available and by print otherwise.

### Training

After all initial customer data has been received and program content is finalized, WaterSmart will provide Utility staff with an in-person training and resources to understand the features and functionality of the Customer Portal and Utility Dashboard. If needed, WaterSmart can hold multiple sessions to accommodate Customer Service representative shifts and availability.

A proposed schedule for the Program Initialization Phase is provided in Exhibit C: Schedule of Performance. At the end of the 3-month initialization period, the first 12-month implementation period will begin. The mailing of the Welcome Letter will mark the launch of the program. If the Utility has not yet provided the information necessary to launch the program, the implementation period will begin nonetheless. A substantial delay by the utility to provide the necessary information may result in fewer cycles of Water Reports being provided in the first term of the agreement.

## SECTION 3: PROGRAM DESIGN

### Experimental and Control Group

If selected, WaterSmart will use a randomized control group design to ensure the water saved in single-family residential accounts as a result of the WaterSmart program can be accurately measured and verified. While the Residential Recipients, as specified in the Program at a Glance, will receive Water Reports, the Control Group will not. This program design allows WaterSmart to compare the changes in water consumption and customer satisfaction of the participants versus the control group and provide the Utility with formal statistical results.

### Water Reports

*Recipients*

The number of recipients (specified in the Program at a Glance) may vary slightly in any cycle of Water Reports based on the availability of valid meter data available for each account and the number of new or closed accounts in a given period. Water Reports will be sent digitally where valid email addresses are available, and by print otherwise.

*Number and Scheduling of Cycles and Shipments per Report*

Each enrolled account will be eligible to receive a Water Report in each of the 4, 6 or 12 cycles of reports per term, as specified in the Program at a Glance. Some accounts may receive fewer Water Reports due to a missed or incorrect reads, or a closing or opening of a new account with the Utility.

Each cycle of reports can be sent in one or more shipments, with each shipment going to a subset of households. WaterSmart will ship Water Reports based on the schedule that the Utility transfers billing data to WaterSmart. For utilities that provide account billing data to WaterSmart on a rolling basis (with billing data for a subset of accounts transferred each day or each week), WaterSmart will send out shipments for each cycle on a weekly basis. For utilities that provide account billing data to WaterSmart once per billing period, WaterSmart will send each cycle of Water Reports in a single shipment.

The schedule of these shipments is given below:

**Table 1: Schedule of Water Reports Shipments**

| Utility Transfers Billing Data to WaterSmart: | WaterSmart Sends Shipments of each Report Cycle: |
|---|---|
| **Daily** | **Weekly** |
| **Weekly** | **Weekly** |
| **Monthly** | **Monthly** |
| **Bi-Monthly** | **Bi-Monthly** |

The report delivery schedule is designed so that every customer account will be eligible to receive a report in each cycle. If the Utility wishes to stagger the initial set of reports over more than one cycle or in such a way that it does not correspond to the utility billing data transfer schedule, these are special

circumstances that must be identified in advance in the "Program at a Glance" section at the front of this Scope and are subject to approval by WaterSmart.

The delivery of the Welcome Letter and the initial cycle of Water Reports will be scheduled in conjunction with the Utility. Email deliveries may be scheduled to arrive on, or avoid, a specific day of the week. Print deliveries are subject to postal schedules and cannot be guaranteed for specific dates. Utility-requested delays in sending materials may result in fewer reports per recipient than the maximum number specified in the contract.

*Cohort Group*

For utilities sending Water Reports to single family residential customers, WaterSmart will create cohort groups of similar residences in order to maximize the relevance of water use comparisons and potential water savings. Cohort groups may include the following variables:

- Number of occupants per home (based on user-generated information and real-estate based estimates)
- Irrigable area (e.g. small, medium, large, etc.) to be determined based on home size and lot size information contained in real estate data obtained by WaterSmart, or optionally, provided by Utility if it already possesses such information
- Residence location (e.g. city, zip code, etc.) for utilities which span large areas

**Post-Launch Survey**

WaterSmart will send a link to a post-launch survey to accounts with email addresses. The post-launch survey typically is conducted after at least eight months of engagement. WaterSmart will provide a sample of the Satisfaction Survey invitation, including one block of content, which the utility may customize. Utility should provide consolidated comments and final approvals to WaterSmart no more than ten (10) business days from when initial materials are provided to Utility. The results of the surveys will be used to gauge customer satisfaction and Water Report perceptions. WaterSmart will share all results of the surveys with Utility via the Dashboard.

**Measurement and Verification**

WaterSmart reports changes in consumption for the experimental group versus a randomized control group selected from Utility's entire population of residential households. After three Water Reports have been sent, WaterSmart will prepare an efficiency study that details the change in water usage for the experimental versus control group, and load those results into the Utility Dashboard. This evaluation is performed with a Fixed-Effects regression model using the consumption data for each household in the experimental and control groups. The efficiency study report will include percentage savings, GPD (Gallons per Day) savings and Acre Foot savings at the program level for all months after the first Water Reports were sent.

## SECTION 5: CUSTOMER SERVICE AND SUPPORT

### Customer Service Support

Utility shall have the primary responsibility for providing customer service to Customers. WaterSmart will provide a list of Frequently Asked Questions to both enrolled Customers and Utility staff to facilitate this process. WaterSmart also provides the Customer Support section within the Utility Dashboard, which is designed to help customer service representatives respond to Customer inquiries.

WaterSmart's project manager will work with Utility's primary contact to assist in addressing additional customer issues. All inquiries from Utility customers outside the scope indicated above, including without limitation questions about water data, will be directed to Utility. WaterSmart will provide service and support to Utility's Project Manager regarding technical questions about WaterSmart's Customer Portal and Utility Dashboard Web applications and Water Reports between the hours of 9 a.m. and 5 p.m. PST on Monday thru Friday, excluding federal holidays.

Available on the Utility Dashboard, the Intercom feature allows Utility staff to communicate and engage actively with the Client Services team, for a more high-level response of customer and product support in-app and through email. Customers can use the Intercom feature to ask questions and provide feedback, and can expect to receive a real time response from members of the WaterSmart team.

### Maintenance of Web Applications

WaterSmart will maintain commercially reasonable systems and controls designed to maximize monthly uptime and minimize unscheduled outages of the Customer Portal and Utility Dashboard. Excluding any down time for maintenance and/or upgrades, WaterSmart will make strong efforts to provide Customers and Utility with access to their respective Web applications on a continuous basis. WaterSmart will provide advance notification of any planned outages and will notify Utility without unreasonable delay if it detects or receives notice of any material problems relating to the Customer Portal and/or the Utility Dashboard.

WaterSmart's Web Applications include dynamic and interactive charts and tables that may not be compatible with older Internet browsers.

The Internet browser and operating system requirements are:

- Windows XP: Chrome 38+, Firefox 32+
- Windows 7, 8, 8.1, 10: IE 9+, Chrome 38+, Firefox 32+
- Mac: Chrome 38+, Firefox 32+, Safari

**Data Security and Privacy**

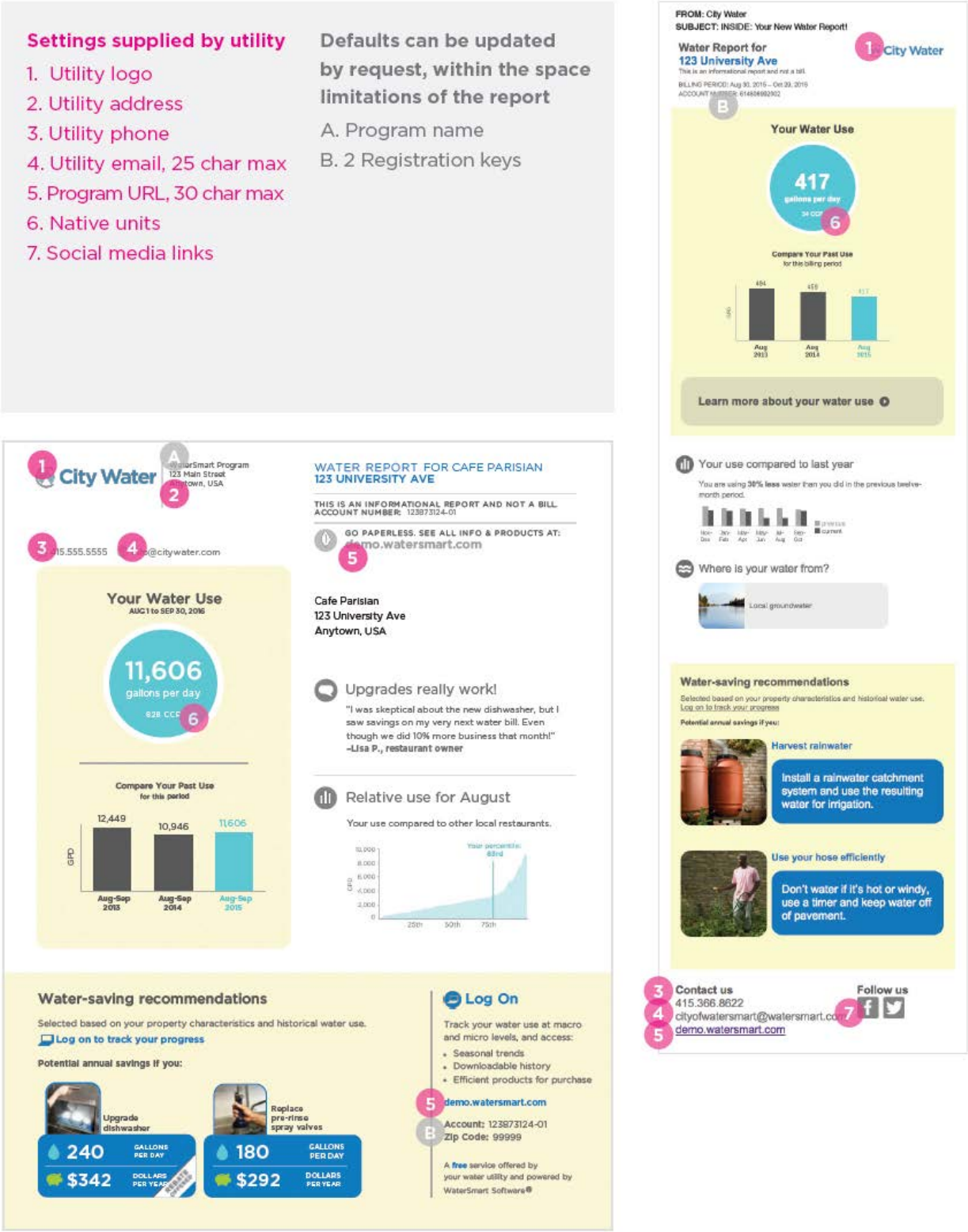
WaterSmart will not share personally identifiable customer information or customer-specific water use information with any third party without prior consent from Utility. Data transferred to WaterSmart from Utility will be stored in a database dedicated to Utility and its WaterSmart project. The data will not be comingled with the data provided by any other entity; provided, however, that certain anonymous data may be copied and consolidated with data provided by one or more other entities for the research and product development purposes subject to the terms of the Agreement.

WaterSmart enacts standard controls, policies, and procedures to ensure the security of Utility's data and customer provided information, including but not limited to choosing a reputable cloud-server vendor with appropriate physical security of server infrastructure, secure public-private key-based login to all WaterSmart server infrastructure, password authentication on all Web site interaction, and audit logging.

WaterSmart will provide Utility with a private, password-protected FTP destination for regular delivery of the data. This secure FTP site will be hosted on WaterSmart's server infrastructure. Utility agrees to send data only through this secure channel and not through any other method.

# Appendix A: Water Report Customization Areas

**Figure 1: Customized Areas in Water Reports setup during Initialization**



# Exhibit B: Payment Terms

## COMPENSATION

For items listed in the above Scope of Services, Utility shall compensate WaterSmart according to the Fee Schedule below.

**Table 2: Fee Schedule for Years 1-2**

| Program Feature | Description | Fee | Invoicing Schedule |
|---|---|---|---|
| **Initialization (First 3 Months of Term)** | One time fee for program setup and customization | $7,500 | Upon Agreement Signing |
| **SaaS and Program Fee Per 12 Month Implementation Term (Year 1)** | Access to Utility Dashboard and Customer Portal, Delivery of Water Reports to 4,000 accounts, and Support & Customer Service | $42,375 | Biannually In Advance: Half Upon Agreement Signing; Half After 9 Months |
| **SaaS and Program Fee Per 12 Month Implementation Term (Year 2)** | Access to Utility Dashboard and Customer Portal, Delivery of Water Reports to 9,500 accounts, and Support & Customer Service | $69,113 | Biannually In Advance: Half After 15 Months; Half After 21 Months |
| **Total Fee** | | $118,988 | |

Should Utility choose, additional option years are available at the following rates. The Utility's choice to use the option agreements can be confirmed using Exhibit E: Extension Agreement.

**Table 3: Fee Schedule for Years 3-5 (Optional)**

| Program Feature | Description | Fee |
|---|---|---|

| | | |
|---|---|---|
| **SaaS and Program Fee Per 12 Month Implementation Term (Year 3)** | Access to Utility Dashboard and Customer Portal, Delivery of Water Reports to 9,500 accounts, and Support & Customer Service | $65,550 |
| **SaaS and Program Fee Per 12 Month Implementation Term (Year 4)** | Access to Utility Dashboard and Customer Portal, Delivery of Water Reports to 9,500 accounts, and Support & Customer Service | $65,550 |
| **SaaS and Program Fee Per 12 Month Implementation Term (Year 5)** | Access to Utility Dashboard and Customer Portal, Delivery of Water Reports to 9,500 accounts, and Support & Customer Service | $65,550 |

## CONTACT FOR INVOICES

Utility contact for all invoicing purposes is: Joy Simonton | Purchasing Agent | jsimonton@leandertx.gov | 512.528.2730 | 200 West Willis, Leander, TX 78641

For any questions regarding WaterSmart Contracts, please contact WaterSmart Accounting at business@watersmart.com, 415.366.8622 x 815. All written correspondence can be sent to:

Accounting Department

WaterSmart Software

20 California Street, Suite 200

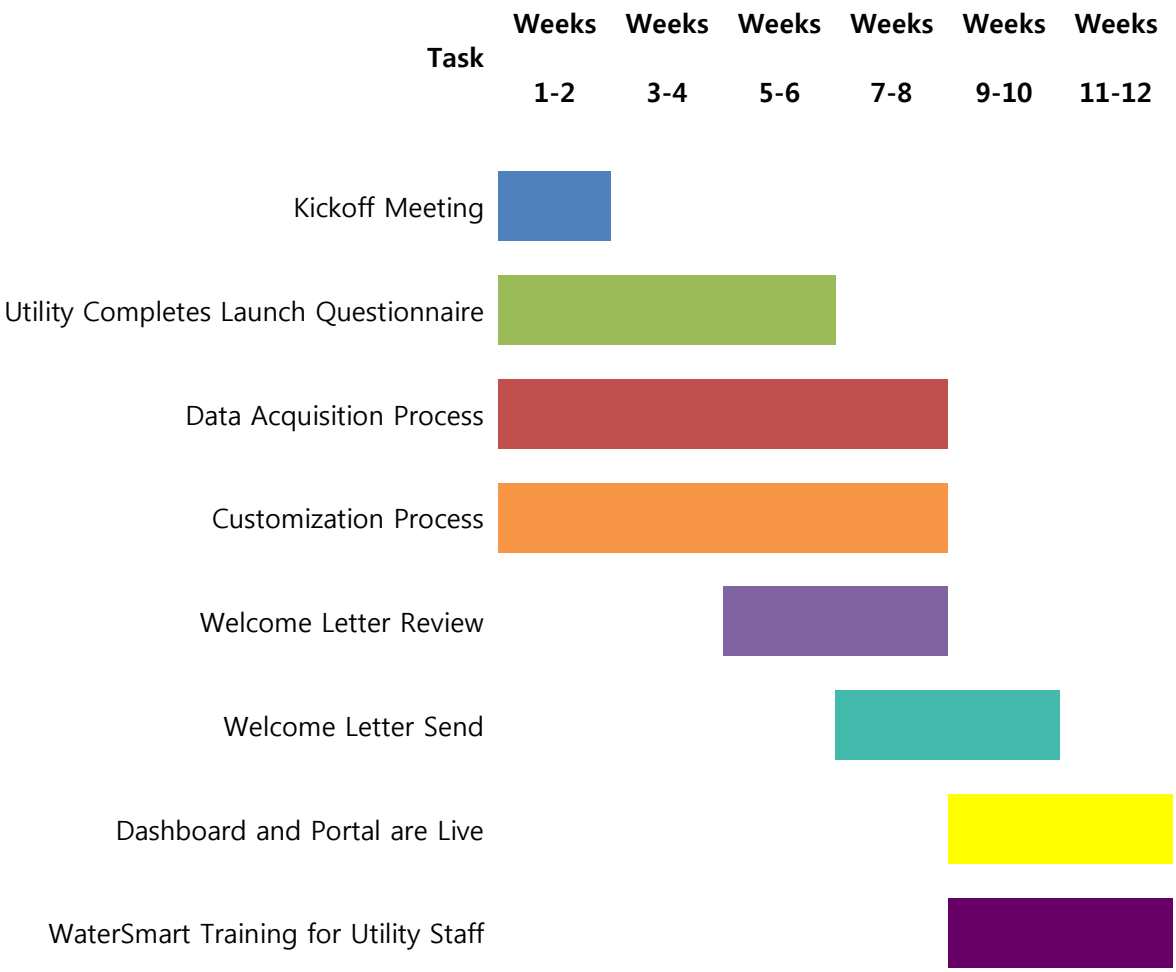
San Francisco, CA 94111

# Exhibit C: Schedule of Performance

## INITIALIZATION SCHEDULE

WaterSmart proposes the following schedule to initialize and launch the program.

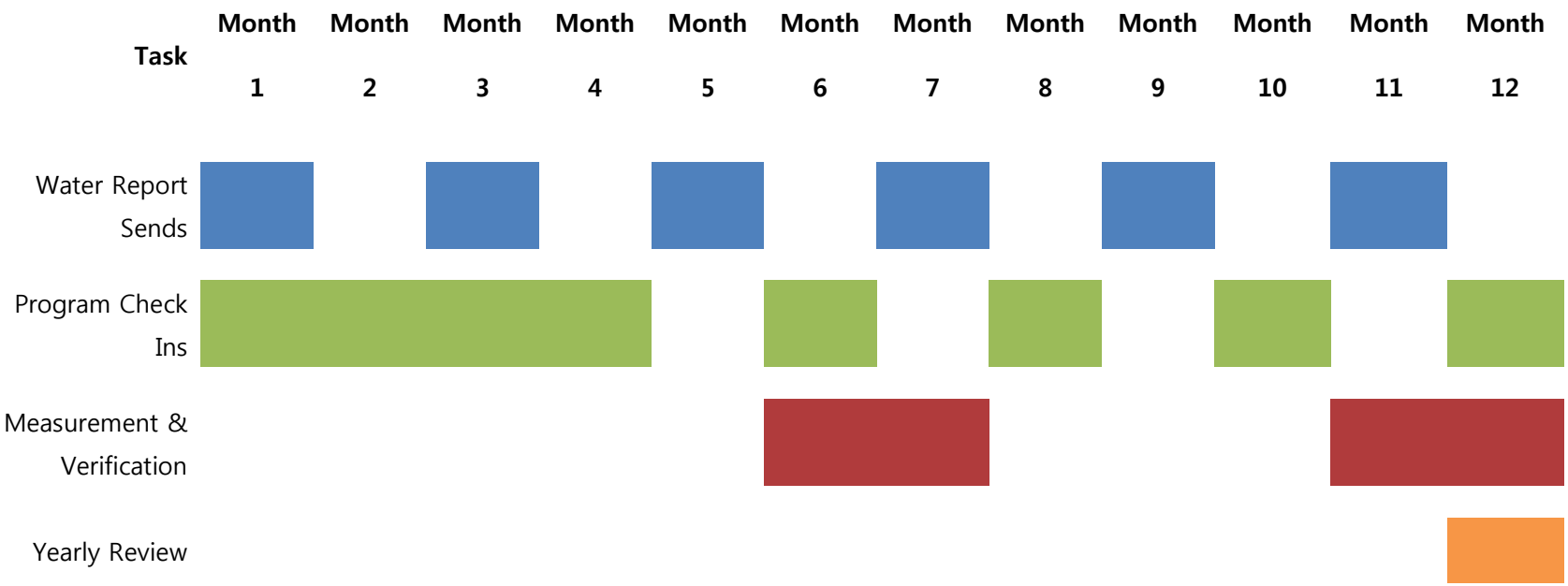
**Table 4: Estimated Initialization Schedule**



## IMPLEMENTATION SCHEDULE

WaterSmart proposes the following schedule to complete all work required to fulfill the Scope of Work.

**Table 5: 6 Water Report Implementation Schedule**



# Exhibit D

## SOFTWARE-AS-A-SERVICE PROVISIONS

BACKGROUND: WATERSMART's services are to be provided primarily by utilization of WATERSMART's proprietary software hosted on WATERSMART's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like WATERSMART are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling WATERSMART's SaaS service model and providing substantial cost savings for Utility, are set forth below and incorporated by reference in the Agreement.

A. WATERSMART's reservation of intellectual property rights

WATERSMART has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("WATERSMART IP"). Utility acknowledges that WATERSMART owns and shall own all intellectual property rights in and to deliverables hereunder, the WATERSMART IP and derivative works of WATERSMART IP (whether independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Utility by WATERSMART, and that Utility shall acquire no right or interest in the same except as follows.

Authorized employees and customers of Utility may during the term of the Agreement access and use the WATERSMART SaaS services, print and electronic Water Reports, Customer Portal, Utility Dashboard, and other deliverables provided to Utility by

WATERSMART for purposes of Utility's water conservation program and for Utility's internal purposes, so long as Utility is current with respect to its financial and other obligations under the Agreement. Such authorization is limited to Utility's service territory and is non-exclusive, non-transferable, and non-sublicenseable. Any rights not expressly granted herein are reserved by WATERSMART.

B. Utility's cooperation in providing necessary inputs

Deliverables to be provided by WATERSMART via its proprietary software require certain data from Utility. Utility shall provide WATERSMART with those data, records, reports, approvals and other inputs identified for Utility to provide in Exhibit A or otherwise requested by WATERSMART. Utility shall ensure that such inputs are accurate and within Utility's legal rights to share with WATERSMART subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and Utility shall provide its inputs within the timeframes specified for Utility by Exhibit A. WATERSMART shall not be responsible for delays outside WATERSMART's control, and deadlines for WATERSMART's performance shall be adjusted, if necessary, to accommodate delays by Utility.

C. Confidentiality and WATERSMART's use of aggregated data

All data, documents and other information received from Utility by WATERSMART for performance of this Agreement are deemed confidential and shall not be disclosed by WATERSMART without Utility's prior written consent (except to WATERSMART's employees and contractors on a need-to-know basis for performance of this Agreement with appropriate confidentiality protections). For this purpose, Utility confidential information shall not include (i) information that, at the time of disclosure, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by WATERSMART; (ii) information that WATERSMART can demonstrate was in its possession prior to receipt from Utility; (iii) information received by WATERSMART from a third party who, to WATERSMART's knowledge and reasonable belief, did not acquire such information on a confidential basis from Utility; (iv) information WATERSMART can demonstrate was independently developed by it or a third party; or (v) information that WATERSMART is legally required or compelled by a court to disclose.

The foregoing confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Utility hereby gives its permission to WATERSMART to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Utility end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation

and any research, product development, marketing, or other legitimate business purposes. This Section C shall survive any termination or expiration of the Agreement.

D. Software corrections and third party acts; limitation of liability for SaaS services

In the event that WATERSMART's services fail to meet specifications or other requirements specified by Exhibit A, Utility shall promptly notify WATERSMART and WATERSMART shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If WATERSMART promptly makes such correction or substitution, WATERSMART shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. Utility understands that Utility's use of WATERSMART's services provided online may be interrupted by circumstances beyond WATERSMART's control involving third parties, including without limitation computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within WATERSMART's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). WATERSMART shall not be responsible or otherwise liable for any Third Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that WATERSMART has exercised due care. However, in the case of any Third Party Act which will delay or prevent WATERSMART from providing online services to Utility, WATERSMART will promptly notify Utility and assist in mitigating any impact. For any types of liability not expressly specified above in this section, WATERSMART's total cumulative liability for losses or damages of any kind arising under or relating to this Agreement and under any theory (contract, tort, defense and indemnity, or otherwise), shall in no event exceed (i) two times (2X) the amounts received by WATERSMART for the services that give rise to the liability in the twelve months preceding the accrual of such liability, or (ii) available insurance proceeds from WATERSMART's carriers, whichever is higher. The foregoing limited remedy and limitation of liability provisions shall apply notwithstanding any conflicting provisions or any failure of essential purpose with respect to a limited remedy or limitation of liability, and shall survive any termination or expiration of the Agreement. Utility acknowledges that pricing for WATERSMART's services would be substantially higher without the aforementioned limitations which are customary for providers in the SaaS sector.

E. Technology and services infrastructure vendors

WATERSMART as a SaaS provider utilizes the secure cloud hosting platform of a third party industry leader in cloud computing with state-of-the art security to host the data of all WATERSMART customers. WATERSMART utilizes a reputable third party vendor to perform printing and mailing services when included within the scope of WATERSMART's work. Since

the referenced cloud hosting platform and printing and mailing vendors are integral components of WATERSMART's technology and services infrastructure used across its customer base and are not specific to Utility and services under this Agreement, Utility acknowledges that such utilization is not considered subcontracting of WATERSMART's services under this Agreement.

# Exhibit E

**Extension of Services Agreement**

WaterSmart Software, PBC. ("WaterSmart") and [FULL NAME OF UTILITY] ("Utility") would like to confirm an extension of their Services Agreement originally dated [DATE] [and previously extended on [DATE(s)]] (the "Agreement"). The current term of the Agreement ends on [DATE]. WaterSmart and Utility agree to extend the Agreement for an additional period, which will begin immediately upon the expiration of the current term and will end on [DATE].

Unless otherwise specified herein, WaterSmart will provide the same services previously listed in Exhibit A, the Scope of Work, of the Agreement. Pricing for this extension term and any changes in scope are listed below. Current versions of Water Reports and other communications will be used, such as is shown in Attachment 1. All other terms and conditions previously agreed to in the Agreement, including insurance requirements and provisions, remain in force.

Changes in Scope:

The pricing and invoicing schedule for services during this extension term are shown below in Table 1.

**Table 6: Fee and Invoicing Schedule**

| Program Feature | Description | Fee | Invoicing schedule |
|---|---|---|---|
| **Services Fee For** | Access to Utility Analytics Dashboard and | X | [ANNUAL OR |

| | | | |
|---|---|---|---|
| **12 Month Extension Term** | Customer Portal, Delivery of Water Reports throughout Program, and Support & Customer Service | | QUARTERLY OR BIMONTHLY] (invoiced in advance) |
| Total Fee | | | |

IT IS SO AGREED.

_____

Robin Gilthorpe, CEO

WATERSMART SOFTWARE, PBC.

Date:

_____

[Name, Title]

[UTILITY NAME]

Date:

**Executive Summary**

**April 7, 2016**

**Agenda Subject**: Ordinance amending section 1.02.003 of Article 1.02, Chapter 1, City of Leander Code of Ordinances to amend requirements related to the payment of fees and other costs by credit card; authorizing the charging of fees to recover costs directly and reasonably incurred in providing access to information or services through the Internet.

**Background:** The City's current ordinance governing credit card fees has been in place since 2003. Over the past several years, the City has increasingly utilized web-based payment systems for various City services (e.g., Court & Utility payments, building permits and park programs and reservations.) This amendment would allow (but not require) the City Manager to establish cost-recovery fees for Internet-based systems. For example, currently, users of the Building Inspection's MyPermitNow system are charged $10.00 per master ("parent") permit. With approval of this ordinance, "child" permits for Mechanical, Electrical, & Plumbing associated with the "parent" would also be charged $5.00. This additional fee is necessary to recovery the cost the City pays for the MyPermitNow subscription. The City absorbs the credit card processing fees which are approximately 2% of the transaction amount.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** MyPermitNow fees are approximately $51,000 per year.

**Recommendation:** Approve Ordinance

**Attachments**: Ordinance

**Prepared by:** Robert G. Powers, Finance Director

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTION 1.02.003 OF ARTICLE 1.02, CHAPTER 1, CITY OF LEANDER CODE OF ORDINANCES TO AMEND REQUIREMENTS RELATED TO THE PAYMENT OF FEES AND OTHER COSTS BY CREDIT CARD; AUTHORIZING THE CHARGING OF FEES TO RECOVER COSTS DIRECTLY AND REASONABLY INCURRED IN PROVIDING ACCESS TO INFORMATION OR SERVICES THROUGH THE INTERNET; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING SAVINGS, EFFECTIVE DATE, AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Leander (the "City") desires to amend certain requirements related to the payment of fees and other costs by credit card or electronic means; and

**WHEREAS**, the City Council has considered the proposed amendments and finds that such amendments are reasonable and necessary to recover costs associated with processing credit card payments and providing access or services on the Internet and without the imposition of such charges, the provision of those services would not be feasible.

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

**Section 1.** **Findings of Fact.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

**Section 2.** **Amendment of Article 1.02, Section 1.02.003.** Article 1.02, Section 1.02.003, Chapter 1, Leander Code of Ordinances is hereby amended in its entirety to read as follows:

**Sec. 1.02.003 Payment of fees, fines or other charges by credit card**

(a) The city will accept credit cards as a means for paying fees, fines, court costs, or other charges.

(b) The city will contract with a financial institution for the processing of credit cards.

(c) The city manager may authorize a fee not to exceed five (5) percent, or $2.00, whichever is less, for payment transactions made in person, by mail, or by telephone as a handling fee.

(d) For payments made through the Internet, the city manager is authorized to establish fees to recover the costs directly and reasonably incurred in providing the access or service on the Internet.

**Section 3.** **Conflicting Ordinances.** Article 1.02, Section 1.02.003, Chapter 1, Leander Code

of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

**Section 4.** **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.** **Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 6.** **Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED** on the _____ day of _____, 2016.

| | |
|---|---|
| **ATTEST:** | **CITY OF LEANDER, TEXAS** |
| _____ | _____ |
| Debbie Haile, City Secretary | Christopher Fielder, Mayor |

**Executive Summary**

**April 7, 2016**

**Council Agenda Subject**: Consider an Ordinance of the City of Leander, Texas, Amending Ordinance No. 15-046-00 Adopting the Annual Budget of the City of Leander, Texas for Fiscal Year 2015-16.

**Background:** Each year, staff prepares a budget amendment to account for projects approved in the previous fiscal year that were not completed, as well as for new projects approved by the City Council since the adoption of the current budget, or expenditures that were not anticipated. In the General Fund, "carry-over" projects from last year include the E. Crystal Falls Parkway landscaping and equipment purchases for new Fire Engine No. 4. Additional expenditures include two positions – assistant planner and building inspector; Fire Department overtime; artificial Christmas Tree purchase; Youth Baseball program and Garbage Collection (both with offsetting revenue.) In the Utility Fund the major changes are the additional cost to acquire the Gross Property for the BCRUA (with offsetting reimbursement); additional water supply charges to LCRA due to usage; and prior year "true-up" with BRA for Sandy Creek WTP operations. The amendment also appropriates funding for the recently approved CDBG grant through Williamson County for the next section of Bagdad Road sidewalks as well as re-allocating existing funds from the 2015 CO's to the Old 2243/Hero Way project and East Street. Projects approved in the prior year are funded from reserves whereas new expenditures are balanced with projected current revenue.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** Appropriates additional funds from either reserves or current revenue.

**Recommendation:** Staff recommends approval

**Attachments:** Ordinance

**Prepared by:** Robert G. Powers, Finance Director

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ORDINANCE NO. 15-046-00 ADOPTING THE ANNUAL BUDGET OF THE CITY OF LEANDER, TEXAS FOR FISCAL YEAR 2015-16.

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the City Council by the Mayor; and

WHEREAS, the City Council approved and adopted the FY2015-16 budget; and

WHEREAS, the City Council appropriated funds according to the prospective perceived needs and revenues which have changed during the fiscal year.

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

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

Section 2. Budget Amendment. The FY 2015-16 Budget is hereby amended as follows:

| FUND | ADOPTED FY2015-16 BUDGET | AMENDMENT 1 FY2015-16 CHANGE | REVISED FY2015-16 BUDGET |
|---|---|---|---|
| 01 - GENERAL FUND | | | |
| REVENUES | 27,537,426 | 368,250 | 27,905,676 |
| EXPENDITURES | 29,443,426 | 602,375 | 30,045,801 |
| | | | |
| 03 - BRYSON FARMSTEAD FUND | | | |
| REVENUES | 662,566 | 0 | 662,566 |
| EXPENDITURES | 0 | 0 | 0 |
| | | | |
| 04 - LEANDER CLEAN UP FUND | | | |
| REVENUES | 12,250 | 0 | 12,250 |
| EXPENDITURES | 12,250 | 0 | 12,250 |
| | | | |
| 05 - GOLF FUND | | | |
| REVENUES | 1,454,568 | 0 | 1,454,568 |
| EXPENDITURES | 1,454,568 | 0 | 1,454,568 |
| | | | |
| 06 - OLD TOWN REDEVELOPMENT FUND | | | |
| REVENUES | 0 | 250,000 | 250,000 |
| EXPENDITURES | 0 | 250,000 | 250,000 |
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| 10 - PUBLIC ARTS FUND | | | |
| REVENUES | 25,300 | 0 | 25,300 |
| EXPENDITURES | 300 | 10,000 | 10,300 |
| | | | |
| 12 - TIA FUND | | | |
| REVENUES | 45,000 | 0 | 45,000 |
| EXPENDITURES | 95,000 | 85,000 | 180,000 |
| | | | |
| 13 - EQUIPMENT FUND | | | |
| REVENUES | 0 | 0 | 0 |
| EXPENDITURES | 0 | 0 | 0 |
| | | | |
| 14 - VEHICLE FUND | | | 0 |
| REVENUES | 1,150,818 | 0 | 1,150,818 |
| EXPENDITURES | 240,500 | 0 | 240,500 |
| | | | |
| 20 - UTILITY FUND | | | |
| REVENUES | 20,432,700 | 1,425,000 | 21,857,700 |
| EXPENDITURES | 20,432,700 | 1,425,000 | 21,857,700 |
| | | | |
| 21 - UTILITY VEHICLE FUND | | | |
| REVENUES | 33,934 | 0 | 33,934 |
| EXPENDITURES | 0 | 0 | 0 |
| | | | |
| 25 - WATER IMPACT | | | |
| REVENUES | 4,656,000 | 0 | 4,656,000 |
| EXPENDITURES | 8,735,956 | 500,000 | 9,235,956 |
| | | | |
| 26 - WASTEWATER IMPACT | | | |
| REVENUES | 1,938,000 | 0 | 1,938,000 |
| EXPENDITURES | 6,436,000 | 0 | 6,436,000 |
| | | | |
| 27 - WATER CIP FUND | | | |
| REVENUES | 250,000 | 0 | 250,000 |
| EXPENDITURES | 250,000 | 767,500 | 1,017,500 |
| | | | |
| 40 - GF CAPITAL PJTS | | | |
| REVENUES | 2,767,000 | 0 | 2,767,000 |
| EXPENDITURES | 3,000,000 | 310,300 | 3,310,300 |
| | | | |
| 41 - GF CIP PARK GRANTS | | | |
| REVENUES | 400,000 | 225,300 | 625,300 |
| EXPENDITURES | 400,000 | 225,300 | 625,300 |
| | | | |
| 54 - GO BOND 2015 | | | |
| REVENUES | 14,095,500 | (5,297,632) | 8,797,868 |
| EXPENDITURES | 29,686,566 | (3,360,922) | 26,325,644 |

| | | | |
|---|---|---|---|
| | | | |
| 70 - POLICE DEPT. GRANTS | | | |
| REVENUES | 166,464 | 0 | 166,464 |
| EXPENDITURES | 166,464 | 0 | 166,464 |
| | | | |
| 71 - COURT SECURITY FUND | | | |
| REVENUES | 24,400 | 0 | 24,400 |
| EXPENDITURES | 47,885 | 15,000 | 62,885 |
| | | | |
| 72 - COURT TECHNOLOGY FUND | | | |
| REVENUES | 16,500 | 0 | 16,500 |
| EXPENDITURES | 16,500 | 0 | 16,500 |
| | | | |
| 73 - PARKS SPECIAL REVENUE FUND | | | |
| REVENUES | 30,750 | 0 | 30,750 |
| EXPENDITURES | 30,750 | 0 | 30,750 |
| | | | |
| 74 - FIRE RESCUE REVENUE FUND | | | |
| REVENUES | 15,000 | 0 | 15,000 |
| EXPENDITURES | 15,000 | 0 | 15,000 |
| | | | |
| 75 - PARK DEDICATION ORD. | | | |
| REVENUES | 200,000 | 0 | 200,000 |
| EXPENDITURES | 585,000 | 0 | 585,000 |
| | | | |
| 76 - STEP FUND | | | |
| REVENUES | 75,000 | 0 | 75,000 |
| EXPENDITURES | 59,540 | 0 | 59,540 |
| | | | |
| 77 - POLICE FORFEITURE FUND | | | |
| REVENUES | 0 | 0 | 0 |
| EXPENDITURES | 0 | 1,400 | 1,400 |
| | | | |
| 78 - POLICE SPECIAL REVENUE | | | |
| REVENUES | 20,000 | 0 | 20,000 |
| EXPENDITURES | 20,000 | 0 | 20,000 |
| | | | |
| 79 - TIRZ #1 FUND | | | |
| REVENUES | 235,710 | 0 | 235,710 |
| EXPENDITURES | 87,000 | 0 | 87,000 |
| | | | |
| 80 - GF DEBT SERVICE | | | |
| REVENUES | 6,981,720 | 0 | 6,981,720 |
| EXPENDITURES | 6,981,720 | 0 | 6,981,720 |
| | | | |
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| 85 - UF DEBT SERVICE | | | |
| REVENUES | 10,906,935 | 0 | 10,906,935 |
| EXPENDITURES | 10,906,935 | 0 | 10,906,935 |
| | | | |
| 96 - LEANDER DEVELOPMENT AUTHORITY | | | |
| REVENUES | 32,800 | 0 | 32,800 |
| EXPENDITURES | 32,800 | 0 | 32,800 |

Section 3. Exhibit A. The individual line items affected by the budget amendment are hereby attached as Exhibit A.

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 this 7th day of April, 2016.

ATTEST: CITY OF LEANDER, TEXAS

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

**EXHIBIT A**

| FUND | DEPARTMENT | DESCRIPTION | AMENDMENT 1 FY2015-16 CHANGE | TOTAL |
|---|---|---|---|---|
| 01 - GENERAL FUND | | | | |
| REVENUES | | | | |
| 01-00-4420 | Revenue | Construction Inspection Fees | 84,250 | |
| 01-00-4448 | Revenue | Garbage Collections | 145,000 | |
| 01-00-4680 | Revenue | Fire - Wms Co ESD #9 | 102,000 | |
| 01-00-4750 | Revenue | Baseball Registration | 37,000 | |
| | | | | |
| | Sub-total | | | 368,250 |
| | | | | |
| | Fund Balance | Fund Balance | 234,125 | |
| | Total | | | 602,375 |
| | | | | |
| EXPENDITURES | | | | |
| 01-20-5120 | Planning | Assistant Planner-mid year | 35,000 | |
| 01-23-7100 | Parks & Recreation | Artificial Christmas Tree | 34,000 | |
| 01-23-5600 | Parks & Recreation | 2015 Carryover - E.Crystal Falls Landscaping | 69,125 | |
| 01-23-6317 | Parks & Recreation | Youth Baseball | 37,000 | |
| 01-51-5120 | Building Inspection | Inspector-mid year | 35,000 | |
| 01-51-5485 | Building Inspection | MyPermitNow maintenance fees | 40,000 | |
| 01-53-5629 | Non-Departmental | Garbage Collections | 95,250 | |
| 01-55-5140 | Fire Dept | Overtime | 92,000 | |
| 01-55-5217 | Fire Dept | 2015 Carryover - Engine 4; minor equipment | 165,000 | |
| | Sub-total | | | 602,375 |
| | | | | |
| | | | | |
| 03 - BRYSON FARMSTEAD FUND | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| | | | | |
| 04 - LEANDER CLEAN UP FUND | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| | | | | |
| 05 - GOLF FUND | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| | | | | |
| 06 - OLD TOWN REDEVELOPMENT | | | | |
| REVENUES | | | | |
| 06-00-4900 | Revenue | Transfer In - Utility Fund CIP | 250,000 | |
| | Sub-total | | | 250,000 |

| | | | | |
|---|---|---|---|---|
| 06 - OLD TOWN REDEVELOPMENT | | | | |
| EXPENDITURES | | | | |
| 06-01-8633 | Old Town Redevelopment | Water CIP | 125,000 | |
| 06-01-8634 | Old Town Redevelopment | Wastewater CIP | 125,000 | |
| | Sub-total | | | 250,000 |
| | | | | |
| | | | | |
| 10 - PUBLIC ARTS FUND | | | | |
| REVENUES | Revenue | | 0 | |
| | Sub-total | | | 0 |
| | | | | |
| EXPENDITURES | | | | |
| 10-01-8207 | Public Arts Fund | Sculpture | 10,000 | |
| | Sub-total | | | 10,000 |
| | | | | |
| | | | | |
| 12 - TIA FUND | | | | |
| REVENUES | Revenue | | 0 | |
| | Sub-total | | | 0 |
| | | | | |
| | Fund Balance | Fund Balance | 85,000 | |
| | Total | | | 85,000 |
| | | | | |
| EXPENDITURES | | | | |
| 12-01-8005 | Traffic Impact Fund | Lakeline turn lane | 85,000 | |
| | Sub-total | | | 85,000 |
| | | | | |
| | | | | |
| 13 - EQUIPMENT FUND | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| | | | | |
| 14 - VEHICLE FUND | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| | | | | |
| 20 - UTILITY FUND | | | | |
| REVENUES | | | | |
| 20-00-4014 | Revenue | BCRUA Reimbursement | 975,000 | |
| 20-00-4090 | Revenue | Water Sales | 450,000 | |
| | Sub-total | | | 1,425,000 |
| | | | | |
| EXPENDITURES | | | | |
| 20-02-5688 | Utility Fund | Water Supply Charges | 165,000 | |
| 20-02-8320 | Utility Fund | Hero Way Waterline - Final | 75,000 | |
| 20-02-5757 | Utility Fund | Sandy Creek WTP - FY15 true up | 210,000 | |
| 20-05-5650 | Utility Fund / BCRUA | Legal Fees - Gross property | 125,000 | |
| 20-05-7400 | Utility Fund / BCRUA | Gross Property settlement | 850,000 | |

| | | | | |
|---|---|---|---|---|
| 20 - UTILITY FUND | | | | |
| EXPENDITURES | | | | |
| | | | | |
| | Sub-total | | | 1,425,000 |
| | | | | |
| | | | | |
| 21 - UTILITY VEHICLE FUND | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| | | | | |
| 25 - WATER IMPACT | | | | |
| REVENUES | Revenue | | 0 | |
| | Sub-total | | | 0 |
| | | | | |
| EXPENDITURES | | | | |
| 25-31-8618 | Water Impact CIP | Reagans Overlook rebate 24" main (Dev Agr.) | 500,000 | |
| | Sub-total | | | 500,000 |
| | | | | |
| | | | | |
| 26 - WASTEWATER IMPACT | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| | | | | |
| 27 - WATER CIP FUND | | | | |
| REVENUES | Revenue | | 0 | |
| | Sub-total | | | 0 |
| | | | | |
| | Fund Balance | Fund Balance | 767,500 | |
| | Total | | | 767,500 |
| | | | | |
| EXPENDITURES | | | | |
| 27-02-8621 | Utility CIP | 2015 Carryover - Liberty Hill waterline | 505,000 | |
| 27-03-8724 | Utility CIP | 2015 Carryover - Liberty Hill WW Impact fees | 262,500 | |
| | Sub-total | | | 767,500 |
| | | | | |
| | | | | |
| 40 - GF CAPITAL PJTS | | | | |
| REVENUES | Revenue | | 0 | |
| | Sub-total | | | 0 |
| | | | | |
| | Fund Balance | Fund Balance | 310,300 | |
| | Total | | | 310,300 |
| | | | | |
| EXPENDITURES | | | | |
| 40-04-8026 | General Fund CIP | 183/183A Intersection | 100,000 | |
| | | | | |

| | | | | |
|---|---|---|---|---|
| 40 - GF CAPITAL PJTS | | | | |
| EXPENDITURES | | | | |
| 40-04-8321 | General Fund CIP | City Hall Remodel (2015 carryover plus $25,000) | 165,000 | |
| 40-04-9000 | General Fund CIP | Transfer to Bagdad sidewalk | 45,300 | |
| | | | | |
| | | | | |
| | Sub-total | | | 310,300 |
| | | | | |
| | | | | |
| 41 - GF CIP PARK GRANTS | | | | |
| REVENUES | | | | |
| 41-00-4498 | Park Grants | CDBG - Bagdad Sidewalk | 180,000 | |
| 41-00-4900 | Park Grants | Transfer In - General Fund CIP | 45,300 | |
| | Sub-total | | | 225,300 |
| | | | | |
| EXPENDITURES | | | | |
| 41-01-8013 | Park Grants | Bagdad Sidewalk | 225,300 | |
| | Sub-total | | | 225,300 |
| | | | | |
| | | | | |
| 54 - BOND SERIES 2015 | | | | |
| REVENUES | | | | |
| 54-00-4499 | 2015 CO's | Wms County ILA - Bagdad | (4,903,000) | |
| 54-00-4499 | 2015 CO's | Wms County ILA - Trail | (394,632) | |
| | Sub-total | | | (5,297,632) |
| | | | | |
| EXPENDITURES | | | | |
| 54-01-8202 | 2015 CO's | 2015 Carryover - Benbrook Ranch | 342,710 | |
| 54-01-8282 | 2015 CO's | Bagdad Road - reallocate to Old 2243 | (8,197,673) | |
| 54-01-8352 | 2015 CO's | Fire Station #1 - reallocate to Old 2243 | (2,947,091) | |
| 54-01-8385 | 2015 CO's | Old 2243 | 7,191,132 | |
| 54-01-8388 | 2015 CO's | East Street | 200,000 | |
| 54-01-8627 | 2015 CO's | 2015 Carryover - Ridgmar Waterline | 50,000 | |
| | Sub-total | | | (3,360,922) |
| | | | | |
| | | | | |
| 70 - POLICE DEPT. GRANTS | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| 71 - COURT SECURITY FUND | | | | |
| REVENUES | Revenue | | 0 | |
| | Sub-total | | | 0 |
| | | | | |
| | Fund Balance | Fund Balance | 15,000 | |
| | Total | | | 15,000 |
| | | | | |
| | | | | |
| | | | | |

| | | | | |
|---|---|---|---|---|
| EXPENDITURES | | | | |
| 71-11-6215 | Court Security Fund | New Camera System | 15,000 | |
| | Sub-total | | | 15,000 |
| | | | | |
| | | | | |
| 72 - COURT TECHNOLOGY FUND | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| 73 - PARKS SPECIAL REVENUE FUND | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| 74 - FIRE RESCUE REVENUE FUND | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| 75 - PARK DEDICATION ORD. | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| 76 - STEP FUND | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| 77 - POLICE FORFEITURE FUND | | | | |
| REVENUES | Revenue | | 0 | |
| | Sub-total | | | 0 |
| | | | | |
| | Fund Balance | Fund Balance | 1,400 | |
| | Total | | | 1,400 |
| | | | | |
| EXPENDITURES | | | | |
| | Police Forfeiture Fund | Software subscription | 1,400 | |
| | Sub-total | | | 1,400 |
| | | | | |
| | | | | |
| 78 - POLICE SPECIAL REVENUE | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| 79 - TIRZ #1 FUND | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| | | | | |
| | | | | |

| | | | | |
|---|---|---|---|---|
| 80 - GF DEBT SERVICE | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| 85 - UF DEBT SERVICE | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |
| | | | | |
| 96 - LEANDER DEVELOPMENT AUTHORITY | | | | |
| REVENUES | | | | |
| EXPENDITURES | | | | |

**AGENDA ITEM # 41**

**Executive Summary**

**April 7, 2016**

**Council Agenda Subject**: Amendment to the Interlocal Cooperation Agreement between the Leander Independent School District and the City of Leander

**Background:** This amendment provides a process for the Leander Independent School District (LISD) to request that the City provide the District with the services of sworn law enforcement personnel at times other than athletic or special events sponsored by the District. Upon receiving such a request from the District, the Chief of Police will advise the District whether the City can fulfill the request.

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

**Financial Consideration:** None

**Recommendation:** Staff recommends this amendment.

**Attachments:** Amendment to Interlocal Agreement

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

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT**
**(Law Enforcement)**

This Amendment to Interlocal Cooperation Agreement (Law Enforcement) (the "**Amendment**") is made, entered into and effective as of _____ (the "**Effective Date**") by the City of Leander, a Texas home-rule municipal corporation (the "**City**") and Leander Independent School District ("**LISD**" or the "**District**"). The City and the District are herein referred to together as the "**Parties**".

**Recitals:**

**WHEREAS,** the City provides law enforcement personnel to the District pursuant to that certain Interlocal Cooperation Agreement between the parties dated August 1, 2000, and subsequent amendments (the "**Agreement**");

**WHEREAS,** the Parties desire to amend the Agreement to apply to District campuses located outside of the city limits; and

**WHEREAS,** the Parties desire to amend the Agreement to provide for the City to provide law enforcement personnel at times other than special events and athletic facilities;

**NOW, THEREFORE,** for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE 1.**
**AMENDMENT**

**Section 1.01. Amendment of Section 1.02**. Section 1.02 of the Agreement is hereby amended in its entirety to read as follows:

**Section 1.02. Campus Police Services.**

(a) The District may request that the City provide the District with the services of sworn law enforcement personnel at times other than athletic or special events sponsored by the District. Upon receiving such a request from the District, the Chief of Police will advise the District whether the City can fulfill the request. The City will comply with Sections 1.01(a), (b), and (d), with respect to such law enforcement personnel, and billing for such services will be governed by Section 1.01(e). provided under this subsection (a) shall be governed by the terms of this Agreement. The District will comply with Sections 2.01(c) and (d) and Section 2.02 related to the services provided under this subsection.

(b) The police officers to be provided by the City pursuant to this Agreement may be assigned to any LISD campus on each day in which classes for campuses are in session for the purpose of providing traffic control, law enforcement and assisting the administration with general public safety services during school hours. The officers will also be available to the LEO Center. Each officer will generally be on campus for the

hours mutually agreed upon by the Chief of Police of the City and the campus principal each day of the school year on which classes are held. Each officer shall work and coordinate with the campus principal or official designated by the campus principal, but shall be directly supervised by the Patrol Division Supervisor. The duties, schedule and responsibilities of the officer on days and during periods when classes are not in session at the campuses shall be determined solely at the discretion of the Chief of Police. The officers that are regularly assigned to duty pursuant to this section shall be subject to the approval of the Superintendent and the campus principle; provided that officers that are only temporarily assigned to such duties will be subject to approval by the Superintendent and campus principal only if other officers are readily available to the Patrol Division Supervisor for such assignment.

## ARTICLE II. GENERAL PROVISIONS

**Section 2.01. Definitions** Words and phrases used in this Amendment shall, if defined in the Agreement and not specifically modified by this Amendment, have the definition and meaning as provided in the Agreement.

**Section 2.02. Entire Agreement**. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

**Section 2.03. Effect of Amendment.** The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.

**Section 2.04. Counterparts.** This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

**CITY OF LEANDER,**

By: _____
Name: Christopher Fielder
Title: Mayor

**LEANDER INDEPENDENT SCHOOL DISTRICT**
a Texas limited liability company

By: _____
Name: _____
Title: _____