AGENDA

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ June 6, 2013 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette	**Place 4 – Michell Cantwell (Mayor Pro Tem)**
Place 2 – Kirsten Lynch	**Place 5 – Jason Dishongh**
Place 3 – Simon Garcia	**Place 6 – David Siebold**

City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance

2. Roll Call

3. Staff Comments: Jim Bechtol to introduce Tom Yantis, Planning Director
   Wayne Watts to recognize Sean Lafferty
   Steve Bosak, talk about Trail Grant

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.

5. Presentation by the Williamson County Financial Stability Coalition

6. Proclamation recognizing July 2013 as Parks & Recreation month

7. Swearing in of newly elected City Council Members for Place 1, Place 3 and Place 5
   Mayor Fielder will call for a short break at this time

CONSENT AGENDA: ACTION

8. Approval of the minutes: Regular Meeting: May 16, 2013

9. Second Reading of an Ordinance on Zoning Case #13-Z-013: amending Ordinance #05-018, the Composite Zoning Ordinance for three parcels located at 303 & 451 CR 179, Leander, Williamson County, Texas

10. Second Reading of an Ordinance on Zoning Case #13-Z-012: amending Ordinance #05-018, the Composite Zoning Ordinance for three parcels located at 9200, 9204, & 9210 RM 2243, Leander, Williamson County, Texas

11. Second Reading of an Ordinance on Zoning Case #13-Z-010: amending Ordinance #05-018, the Composite Zoning Ordinance for four parcels located at the intersection of Peregrine and Sonny Drive, Leander, Williamson County, Texas

12. Consider authorization of purchase of 2013 Chevy Tahoe for the Police Department

PUBLIC HEARING: ACTION

13. **a. Public Hearing** on Subdivision Case #12-CP-001: Consider a Concept Plan for 5.876 acres, more or less, for NWC Crystal Falls at 183A, Leander, Williamson County, Texas
Applicant/ Agent: T. Walter Hoysa, P.E. (Longaro & Clarke) on behalf of 2951 Williams Drive, Ltd.

    b. Action on Subdivision Case #12-CP-001: a Concept Plan for NWC Crystal Falls at 183 A, Leander, Williamson County, Texas

14. **a. Public Hearing** on Zoning Case #13-Z-011: Consider a zoning change for 0.355 acres, more or less, for a parcel located at 205 S. Brushy Street from SFU-2-B, Single Family Urban to PUD/TOD, Planned Unit Development/Transit Oriented Development, Leander, Williamson County, Texas
Applicant: Holly Harris

    b. Action on Zoning Case #13-Z-011: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 205 Brushy Street, Leander, Williamson County, Texas

15. **a. Public Hearing** on Zoning Case #13-Z-005: Consider a zoning change for .2686 acres, more or less, for a parcel located at 208 S. Brushy Street from SFU-2-B. Single Family Urban to PUD/TOD, Planned Unit Development/Transit Oriented Development, Leander, Williamson County, Texas
Applicant: Michael A. Irene

    b. Action on Zoning Case #13-Z-005: amending Ordinance #05-018, the Composite Zoning Ordinance for three parcels located at 208 S. Brushy Street, Leander, Williamson County, Texas

16. **a. Public Hearing** on Zoning Case #13-Z-008: Consider a zoning change for .0.941 acres, more or less, for a parcel located at 350 Bagdad Road from GC-3-C. General Commercial to LI-5-C, Light Industrial, Leander, Williamson County, Texas
Applicant: Darren Quick on behalf of V & J Properties, LTD

    b. Action on Zoning Case #13-Z-008: amending Ordinance #05-018, the Composite Zoning Ordinance for three parcels located at 350 Bagdad Road, Leander, Williamson County, Texas

REGULAR AGENDA

17. Consider authorizing staff to negotiate a Development Agreement and Financing Plan for X-Park for Council consideration

18. Consider License Agreement with Capital Metropolitan Transportation Authority for E. Crystal Falls Parkway

19. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Bluffs At Crystal Falls Section 2, Phase 2A

20. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Fairways At Crystal Falls Section 2, Phase 2

21. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Benbrook Ranch – Section 3 – Phase 1

22. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Benbrook Ranch/LISD Shared Lift Station

23. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Benbrook Ranch – Section 3 – Shared Facilities

24. Consider Partial Dedication and Acceptance of Subdivision Infrastructure Improvements for LISD Benbrook Ranch

25. Consider appointment to the Planning & Zoning Commission to fill a vacancy

26. Consider appointments to the Parks & Recreation Board and Public Arts Commission

27. Consider appointment of Mayor Pro-Tem

EXECUTIVE SESSION

28. Convene into executive session pursuant to section 551.072, Texas Government Code to deliberate the purchase of an interest in real property regarding Sales Agreement for Lakeline drainage easement & temporary slope/ construction easement

29. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the purchase of an interest in real property regarding Sales Agreement for Lakeline drainage easement & temporary slope/ construction easement

30. Council Members Closing Statements

31. 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 telecommunications 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 31st day of May, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile, TRMC, City Secretary

Williamson County Financial Stability Coalition
NEWS RELEASE

January 17, 2013, FOR IMMEDIATE RELEASE
Contact: LeAnn Powers, 512.255.6799, leann@unitedway-wc.org

Expanded Free Tax Preparation Services Now Available Throughout Williamson County

The Williamson County Financial Stability Coalition, a community-wide effort to expand the availability of free tax preparation services to those in need in Williamson County, has announced the dates, times and locations where IRS certified volunteers will help families file their 2012 federal income tax returns.

Taxpayers are eligible to have their tax returns filed at no charge and specially-trained volunteers will assist in identifying tax credits available in order to maximize each person's federal tax refund. The VITA (Volunteer Income Tax Assistance) Sites will serve those who made less than $50,000 in 2012. The AARP TAX-AIDE Sites do not have any restrictions on income or age.

No appointments are needed. All returns are filed electronically and taxpayers generally receive their refunds within seven to 10 days.

Taxpayers will need to bring the following items:

- Valid drivers license or photo ID
- All W-2's and 1099 Forms (if any)
- Social Security Cards for tax payers and all dependents
- Birthdates for all dependents
- Day Care Receipts and Provider ID #
- Education Receipts (if any)
- Your Spouse, if filing a joint return
- Interest and dividend statements from your bank/savings
- Mortgage property taxes or interest (if any)
- Bank Account # and Routing # for direct deposit (a voided check is best)

For additional information on the Williamson County Financial Stability Coalition visit www.wilcofreetaxprep.org, email coalition@unitedway-wc.org or call 512-255-6799

Free Tax Preparation Site locations, dates and hours of operation:

VITA (Volunteer Income Tax Assistance) Sites:
(Families earning less than $50,000)

Leander
Leander Library, 1011 S. Bagdad Rd.
Jan 31st - Apr 13th
4:30 - 8:00pm Thursday & Thursday; 9:00am - 2:00pm Saturday
(except 2/12 & 3/12)

Taylor
Taylor City Hall, 400 Porter St.
Jan 30th - Apr 15th
4:30 - 8:30pm, Monday & Wednesday; 9:00am - 3:00pm, Saturday

Georgetown
The Caring Place, 2000 Railroad St.
Jan 30th - April 13th
4:30 – 8:30pm, Wednesday, 9:00am - 3:00pm Saturday

Round Rock
Round Rock Library, 216 E Main St.
Jan 24th – Apr 15th
4:30 - 8:30pm, Monday - Thursday; 9:30am – 5:00pm Saturday; 1:30 – 5:00pm, Sunday;
(Library closed 2/18, 3/10-17 and 3/31.)

AARP TAX-AIDE SITES ***(no restrictions on income or age):***

Cedar Park
Cedar Park Library, 550 Discovery Blvd.
Jan 30th - April 10th
12:00 - 4:00pm, Wednesday

Georgetown
The Caring Place, 2000 Railroad St.
Jan 30th – April 10th
12:00 - 4:00pm, Wednesday

Georgetown
Sun City Cowan Creek Amenity Center, 1433 Cool Spring Way
Jan 29th – April 11th
12:00 - 4:00 pm, Tuesday & Thursday
(except 2/21, 3/21, 4/4)

Leander
Leander Library, 1011 S. Bagdad Rd.
Jan 31st – April 11th
12:00 - 4:00pm, Thursday

Round Rock
Baca Senior Center, 301 W Bagdad Ave
Jan 28th – April 15th
10:00am - 2:00pm, Monday & Wednesday

Taylor
Taylor Library, 801 Vance St.
Jan 30th - April 10th
12:00 - 4:00pm, Wednesday

Williamson County Financial Stability Coalition

United Way of Williamson County

LITERACY COUNCIL

WBC Opportunities Providing Hope · Supporting People

AARP Tax-Aide

COMMUNITY TAX CENTERS

AGENDA ITEM # 6

Executive Summary

June 6, 2013

Subject: Proclamation Declaring July Parks & Recreation Month in Leander

Background: July has been declared Parks & Recreation Month by the United States House of Representatives and communities nationwide are joining in to celebrate the Nation's great heritage of parks and recreation activities.

Through proclamation by the City Council, Leander will join the celebration with activities of our own, including:

- **Liberty Fest – July 4th** (Live music, good food and fireworks);
- **Bledsoe Park Splash Party – July 27th** (Free pool entry, food vendors, health and wellness activities, music and family activities)
- **Active Adult Trips** (10th – Temple Railroad & Heritage Museum; Texas History Museum & IMAX Theater)
- **Lego Green Enginnering Camps – July 22-26** (For ages 5 to 12)
- **Weekly Yoga & Zumba Classes**

Financial Consideration: None

Recommendation: Staff respectfully requests Council approval of a Proclaiming Declaring July Parks & Recreation Month in Leander

Attachments: Proclamation

Prepared by: Stephen Bosak, Parks & Recreation Director

Proclamation

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Leander; and

WHEREAS parks and recreation activities are vitally important to establishing and maintaining our quality of life, ensuring the health of our citizens, and contributing to the economic and environmental well-being of Leander and our region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and improve the mental and emotional health of our citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and natural areas are fundamental to the environmental well-being of our community by improving water quality and protecting groundwater, by the prevention of flooding, through the improvement of air quality, by providing vegetative buffers to development, and by producing wildlife habitat; and

WHEREAS our parks and natural areas also ensure the ecological beauty and diversity, and provide a place for everyone to connect with the outdoors; and

WHEREAS City of Leander recognizes the benefits derived from parks, natural areas and recreation activities.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council that July is hereby proclaimed as:

Park & Recreation Month

in the City of Leander, Texas

Christopher Fielder, Mayor

Debbie Haile, City Secretary

MINUTES

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ May 16, 2013 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette | **Place 4 – Michell Cantwell (Mayor Pro Tem)**
Place 2 – Kirsten Lynch | **Place 5 – Jason Dishongh**
Place 3 – Simon Garcia | **Place 6 – David Siebold**
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
   Mayor Fielder opened the meeting at 7:00 p.m. and welcomed those in attendance
   Invocation delivered by Council Member Lynch

2. Roll Call
   All present except Council Member Garcia

3. Staff Comments
   No staff comments

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.

   Theresa Burger 300 CR 290 – spoke about the safety issues due to the Crystal Falls construction
   Michael Zuelke - 221 Mesa Oaks – concerned about the traffic on Nameless Road due to the Crystal Falls construction

5. Consider a Resolution canvassing the Election Results of the May 11, 2013 General and Special Elections.
   (This item is subject to change pending provisional ballots)

   Mayor Fielder read the results of each election.

   Motion made by Council Member Siebold to approve. Second by Council Member Lynch. Motion passes, all voting "aye"

   Mayor Fielder announced that the swearing in will be at the regular meeting on June 6, 2013

CONSENT AGENDA: ACTION

6. Approval of the minutes: Regular Meeting: May 2, 2013

7. Second Reading of an Ordinance on Zoning Case #13-TOD-002: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located to the north east of the intersection of CR273 / Mel Mathis & Hero Way, Leander, Williamson County, Texas

8. Second Reading of an Ordinance on Zoning Case #13-Z-007: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 8750 RM 2243, Leander, Williamson County, Texas

9. Second Reading of an Ordinance on Zoning Case #13-Z-009: amending Ordinance #05-018, the Composite Zoning Ordinance for two parcels located at 1504 & 1506 Leander Drive, Leander, Williamson County, Texas

10. Second Reading of an Ordinance on Ordinance Case #13-OR-001: amending sections of Article 14.200, the Composite Zoning Ordinance, to add requirements for masonry walls; to add land Uses to the use components

Motion made by Mayor Pro Tem Cantwell to approve. Second by Council Member Siebold. Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

11. **a. Public Hearing** on Zoning Case #13-Z-010: Consider a zoning change for 51.88 acres, more or less, for four parcels located at the intersection of Peregrine and Sonny Drive from PUD, Planned Unit Development to an amended PUD
Applicant: Blake Rue on behalf of Oryx Holdings
Jim Bechtol, Director of Development Services explained

b. Action on Zoning Case #13-Z-010: amending Ordinance #05-018, the Composite Zoning Ordinance, four parcels located at the intersection of Peregrine and Sonny Drive, Leander, Williamson County, Texas
Blake Rue, applicant explained the requested changes

Motion made by Mayor Pro Tem Cantwell to approve including exhibit I. Second by Council Member Lynch. Motion passes, all voting "aye"

12. **a. Public Hearing** on Zoning Case #13-Z-012: Consider a zoning change for 20.74 acres, more or less, for three parcels located at 9200, 9204, & 9210 RM 2243 from interim zoning SFR-1-B, Single Family Rural and SFS-2-B, Single Family Suburban to HI-5-D, Heavy Industrial, Leander, Williamson County, Texas
Applicant: Duane Hutson, AICP on behalf of Tex Mix Land, Ltd. (Logan Owens)
Jim Bechtol, Director of Development Services explained

b. Action on Zoning Case #13-Z-012: amending Ordinance #05-018, the Composite Zoning Ordinance for three parcels located at 9200, 9204 & 9210 RM 2243, Leander, Williamson County, Texas

Motion made by Council Member Siebold to approve. Second by Mayor Pro Tem Cantwell. Motion passes, 5 to 1 with Council Member Dishongh voting against.

13. **a. Public Hearing** on Zoning Case #13-Z-013: Consider a zoning change for97.19 acres, more or less, For three parcels located at 303 & 451 CR 179 from SFC-2-A, Single Family Compact and interim Zoning SFR-1-B, Single Family Rural to SFC-2-B, Single Family Compact and SFU-2-B, Single Family Urban, Leander, Williamson County, Texas
Applicant: Chris Lynch on behalf of Jen Texas III, LLC, and Tamara L. Ramaker
Jim Bechtol, Director of Development Services explained

b. Action on Zoning Case #13-Z-013: amending Ordinance #05-018, the Composite Zoning Ordinance for three parcels located at 303 & 451 CR 179, Leander, Williamson County, Texas
Chris Lynch with Gehan Homes explained the request

Motion made by Council Member Navarrette to approve SFC-2-A and SFU-2-A. Second by Council Member Siebold. Motion passes, all voting "aye"

REGULAR AGENDA

14. Consider action on an Ordinance Authorizing Redemption of the 2015 Maturity of the City of Leander, Texas General Obligation and Refunding Bonds, Series 2007; and Authorizing and Approving Other Matters Related Thereto
Robert Powers, Finance Director explained

Motion made by Mayor Pro Tem Cantwell to approve. Second by Council Member Lynch. Motion passes, all voting "aye"

15. Consider Standard Professional Services Agreement and Task Oder HDR-2 with HDR Engineering, Inc., for professional services for Improvements of Old 2243 West from U.S. Hwy. 183 to Lakeline Boulevard
Mayor Fielder recused himself from this item
Mayor Pro Tem Cantwell read the item into the record

Wayne Watts, City Engineer explained

Motion made by Council Member Navarrette to approve. Second by Council Member Siebold. Motion passes, all voting "aye"

Mayor Fielder moved to the additional item agenda at this time

16. Council Members Closing Statements
Council Members gave their closing statements

17. Adjournment
With there being no further business, the meeting adjourned at 7:40 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile TRMC, City Secretary

MINUTES

NOTICE OF ADDITIONAL ITEMS ON AGENDA

REGULAR CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS
May 16, 2013

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, WILL MEET AT 7:00 P.M. IN A REGULAR MEETING ON THE 16th DAY OF MAY, 2013 AT ITS REGULAR MEETING PLACE, THE PAT BRYSON MUNICIPAL HALL, 201 N. BRUSHY STREET, IN THE CITY OF LEANDER, TEXAS, AND IN ADDITION TO THE ITEMS POSTED IN ACCORDANCE WITH THE MEETING REQUIREMENTS WILL ALSO CONSIDER THE ADDITIONAL ITEMS LISTED BELOW:

REGULAR AGENDA ADDITIONAL ITEMS:

1. Consider Assignment of Development Agreement and Facilities Agreements for Nameless Valley Ranch Development
   Kent Cagle, City Manager explained

   Motion made by Mayor Pro Tem Cantwell to approve. Second by Council Member Siebold. Motion passes, all voting "aye"

2. Consider Second Amendment to the Nameless Valley Ranch Development Agreement
   Kent Cagle, City Manager explained

   Motion made by Council Member Lynch to approve. Second by Council Member Siebold. Motion passes, all voting "aye"

Mayor Fielder moved back to the regular agenda at this time

Attest:

_____
Christopher Fielder, Mayor

_____
Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 9

Executive Summary

June 06, 2013

Agenda Subject:	Zoning Case 13-Z-013: Second reading and consider action on the rezoning of three parcels located at 303 & 451 CR 179 for 97.19 acres more or less; Parcels #R518873, R518872 and R031571. Currently, the property is zoned SFC-2-A (Single-Family Compact) and interim SFR-1-B (Single-Family Rural). The property is proposed to be SFC-2-B (Single- Family Compact) and SFU-2-B (Single-Family Urban), Leander, Williamson County, Texas.
Background:	This request is the final step in the rezoning process.
Origination:	Applicant: Chris Lynch on behalf of Jen Texas III, LLC. and Tamara L. Ramaker
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommended approval of the zoning request with a three to one vote at the May 09, 2013 Meeting. The City Council unanimously recommended approval of the SFU-2-A (Single-Family Urban) and SFC-2-A (Single-Family Compact) zoning districts at the May 16, 2013 meeting
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Proposed Zoning Map 5. Letter of Intent 6. Ordinance
Prepared By:	Robin M. Griffin, AICP Planner 05/17/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-013
PECAN CREEK REZONING

GENERAL INFORMATION

Owner: Jen Texas III, LLC. and Tamara L. Ramaker

Current Zoning: Interim SFR-1-B (Single-Family Rural)
SFC-2-A (Single-Family Compact)

Proposed Zoning: SFC-2-B (Single-Family Compact)
SFU-2-B (Single-Family Urban)

Size and Location: The property is located at 303 & 451 CR 179 and is approximately 97.19 acres in size.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Single-Family Residential & Undeveloped Properties
EAST	OCL	Single-Family Residential & Undeveloped Properties
SOUTH	OCL	Single-Family Residential & Undeveloped Properties
WEST	OCL Interim SFR-1-B	Single-Family Residential Stiles Middle School

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

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 compact 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 compact 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.

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.

SITE COMPONENTS:

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 LI 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 COMPONENTS:

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 1st floor, 50% overall; 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:

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Establish high standards for development.

ANALYSIS:

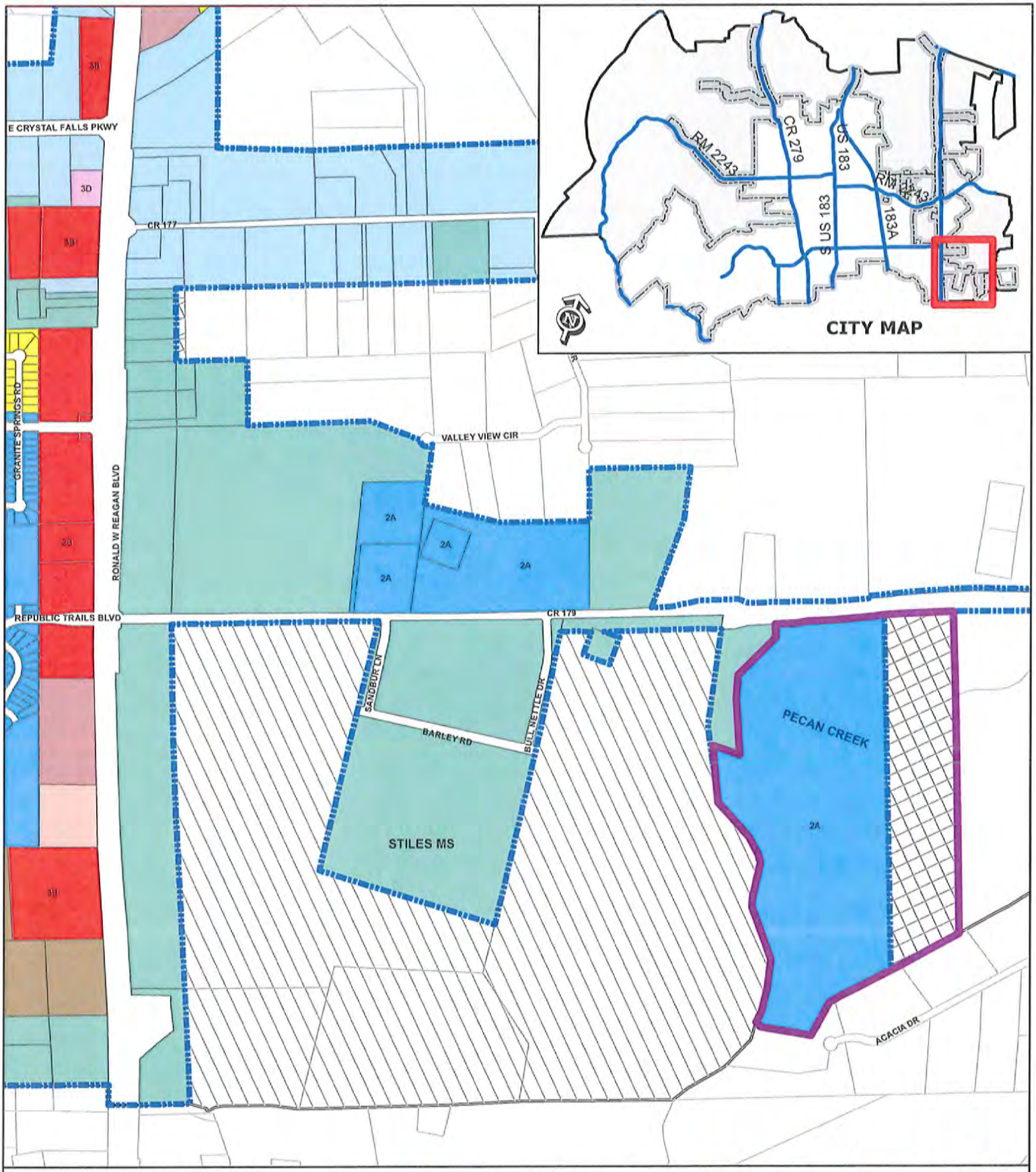
The majority of the subject property was voluntarily annexed in September of 2012 and the remainder of the property on the east side was voluntarily annexed on May 2, 2013. The Planning and Zoning Commission received a zoning request for the property for an SFC-2-B (Single-Family Compact) zoning district in August of 2012 and recommended approval of a SFC-2-A (Single-Family Compact) zoning district. The applicant is now proposing larger lot sizes and would like to reduce the architectural component from a Type A to a Type B.

The SFC-2-B district provides for neighborhoods with compact lot sizes and the SFU-2-B district provides for neighborhoods with moderate urban standard sized lots. The proposal includes residential lot widths with a minimum lot width of fifty (50') feet ranging to seventy (70') feet. The inclusion of this zoning along CR 179 will offer a variety in housing opportunities and in the fabric of the neighborhoods.

The Type A architectural component requires that eighty-five (85%) percent of the structure is comprised of masonry and five or more architectural features. The Type A architectural component is encouraged for high quality developments and residential properties along major thoroughfares. The Type B architectural component requires that eighty-five (85%) percent of the first floor and fifty (50%) percent overall of the structure is comprised of masonry and four or more architectural features.

The Comprehensive Plan Update establishes development nodes throughout the City of Leander. This subject property is located between two Community Center Nodes. These nodes are approximately one half mile in radius and encourage garden homes, condos, commercial/retail, and employment centers. Higher density development is proposed within the nodes and lower density residential development is proposed between the nodes.

The proposed zoning request follows the goals of the Comprehensive Plan and the intent statements of the Composite Zoning Ordinance.



ZONING CASE 13-Z-013

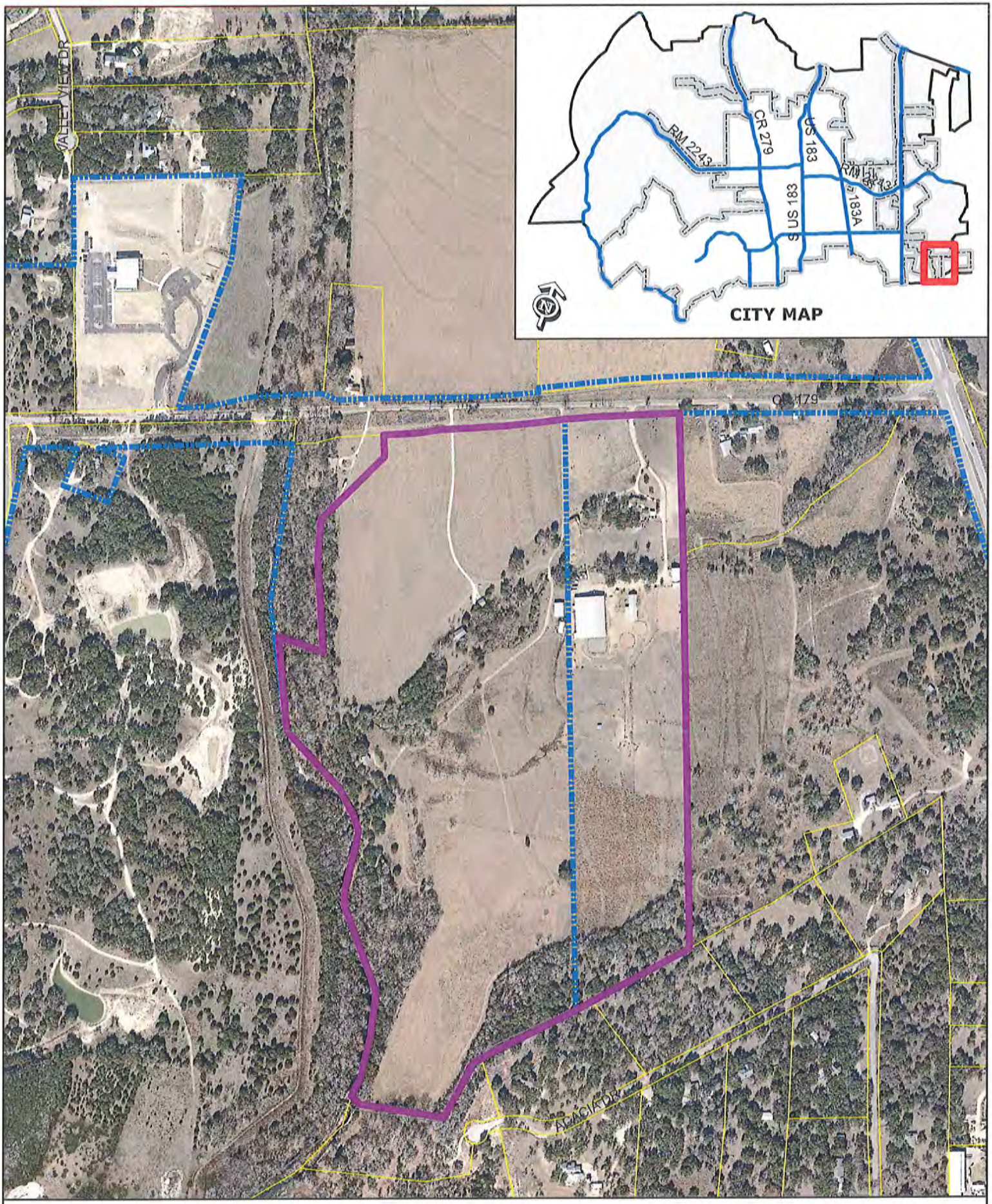
Attachment #2

Current Zoning Map
303 & 451 CR 179 Pecan Creek

Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

SFR, SFE, SFS, SFU, SFC, SFL
SFT, SFU/MH, TF, MF, LO, LC
GC, LI, HI, PUD

0 200
Feet

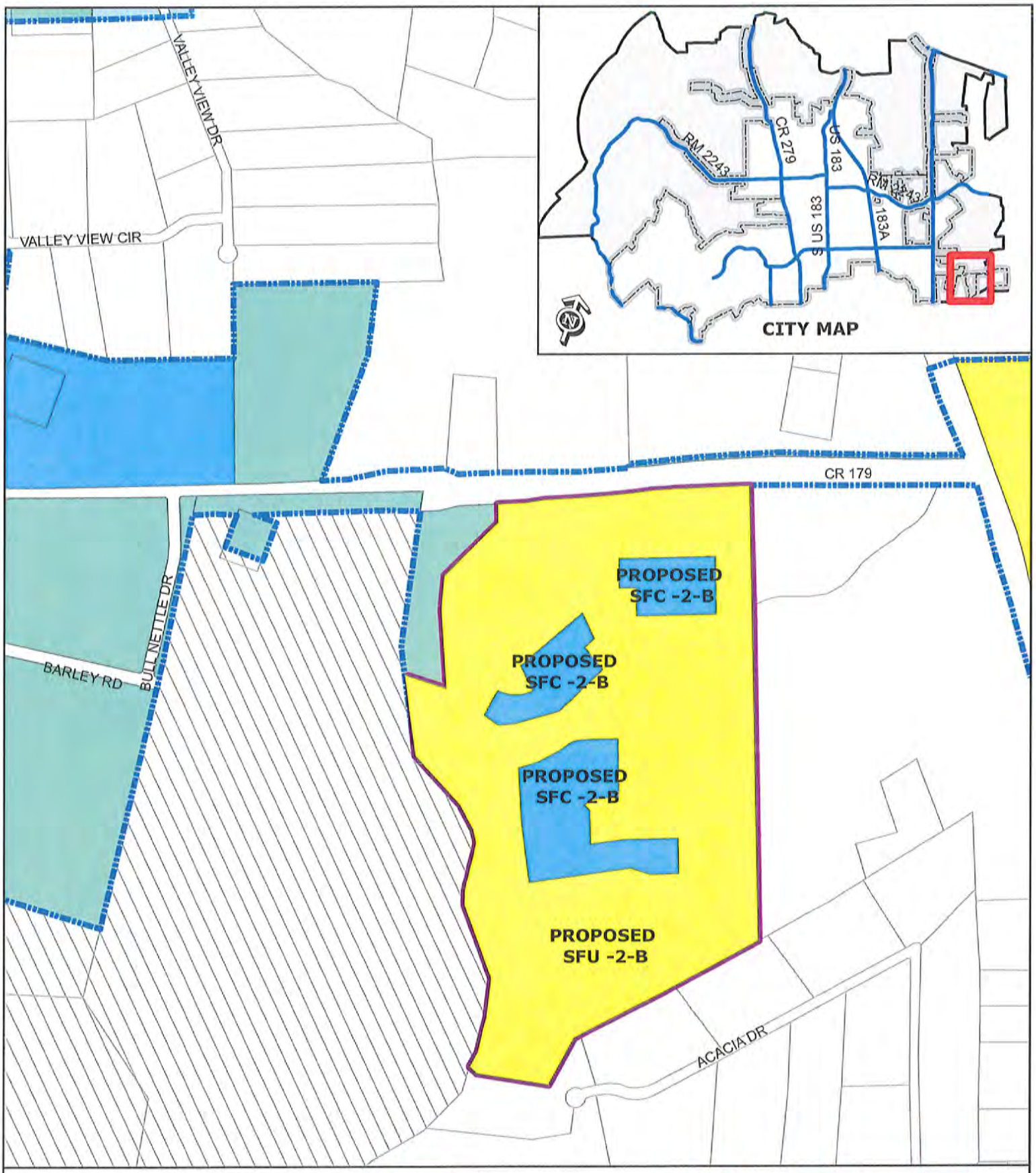


ZONING CASE 13-Z-013 Attachment #3

Aerial Exhibit - Approximate Boundaries
303 & 451 CR 179 - Pecan Creek

Subject Property

0 200
Feet


VALLEY VIEW DR
VALLEY VIEW CIR
CR 179
BARLEY RD
BULLNETTLE DR
ACACIA DR
PROPOSED SFC -2-B
PROPOSED SFC -2-B
PROPOSED SFC -2-B
PROPOSED SFU -2-B
RM 2243
CR 279
US 183
S US 183
RM 183A
CITY MAP
ZONING CASE 13-Z-013
Attachment #4
Proposed Zoning Map
Pecan Creek
303 & 451 CR 179 Pecan Creek
Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
HI
PUD
0 200 400
Feet

ATTACHMENT #5

Gehan HOMES

April 5, 2013

City of Leander Planning Department
Attn: Robin Griffin
104 North Brushy Street
Leander, Texas 78646

Dear Ms. Griffin:

Please accept this letter as my formal request for a zoning change on my property. The property is located on the southern side of CR 179 between Sam Bass Rd. and Ronald Reagan Blvd. The property is currently zoned SFC-2A and we are looking to change it to SFC-2B and SFU-2B.

The current plan contains 199 lots, 155 (50' x 120') lots and 44 (60'x120') lots. The density currently is 2.73 units per acre. The property contains several structures and has tree coverage along Brushy Creek (Pecan, Cedar and various types of Oaks) and we are currently under construction with Section 1 of the development.

We are acquiring an additional 29 acres adjacent to the property and are looking to reduce the number of 50' lots and dramatically increase the number of 60' lots, as well as add 70'x130'lots. Our proposed concept plan will have 252 lots. This plan will reduce our 50' lots from 144 to 72, increase our 60' lots from 44 to 123 and add 57 new 70x130' lots to the community. This will lead to an anticipated density of 2.46.

The introduction of the larger lots will require a change our use component from SFC to SFU to allow for these larger lots. In conjunction with the use component change we are looking to change our architectural component from Type A to Type B. The majority of our plans (greater than 70%) will contain 85% masonry, while the remainder will contain 70% masonry which more than conforms to the type B masonry requirement of 50% overall. If you have any questions please do not hesitate to contact me.

Best regards,

R. Chris Lynch
Director of Land Development

ATTACHMENT #5

March 8, 2013

City of Leander Planning Department
Attn: Robin Griffin
104 North Brushy Street
Leander, Texas 78646

Dear Ms. Griffin:

Please accept this letter as my formal request for a zoning change on my property. The property is located on the southern side of CR 179 between Sam Bass Rd. and Ronald Reagan Blvd. The property s currently not zoned and is currently undergoing the annexation process. I support the proposed zoning change to SFC (Single Family Compact) and SFU (Single Family Urban).

The property currently contains several structures and has little tree coverage and is currently utilized for horse boarding.

Best regards,

Tamara Ramaker

Ms. Tamara L. Ramaker

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING THREE PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND SFC-2-A (SINGLE-FAMILY COMPACT) TO SFC-2-A (SINGLE-FAMILY COMPACT) AND SFU-2-A (SINGLE-FAMILY URBAN); 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 parcel of land, which is herein referred to as the "Property:" That certain parcel of land being 97.19 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 303 and 451 CR 179, Leander, Texas, legally described as 97.19 acres out of the A. Carr Survey, more particularly described in Document Numbers 2012090502, 2012090475, and 2012071600, Official Public Records of Williamson County, Texas, and identified by tax identification number R518873, R518872, and R031571.

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) and SFC-2-A (Single-Family Compact) to SFU-2-A (Single-Family Urban) and SFC-2-A (Single-Family Compact).

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 16th day of May, 2013.
FINALLY PASSED AND APPROVED on this the 6th day of June, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

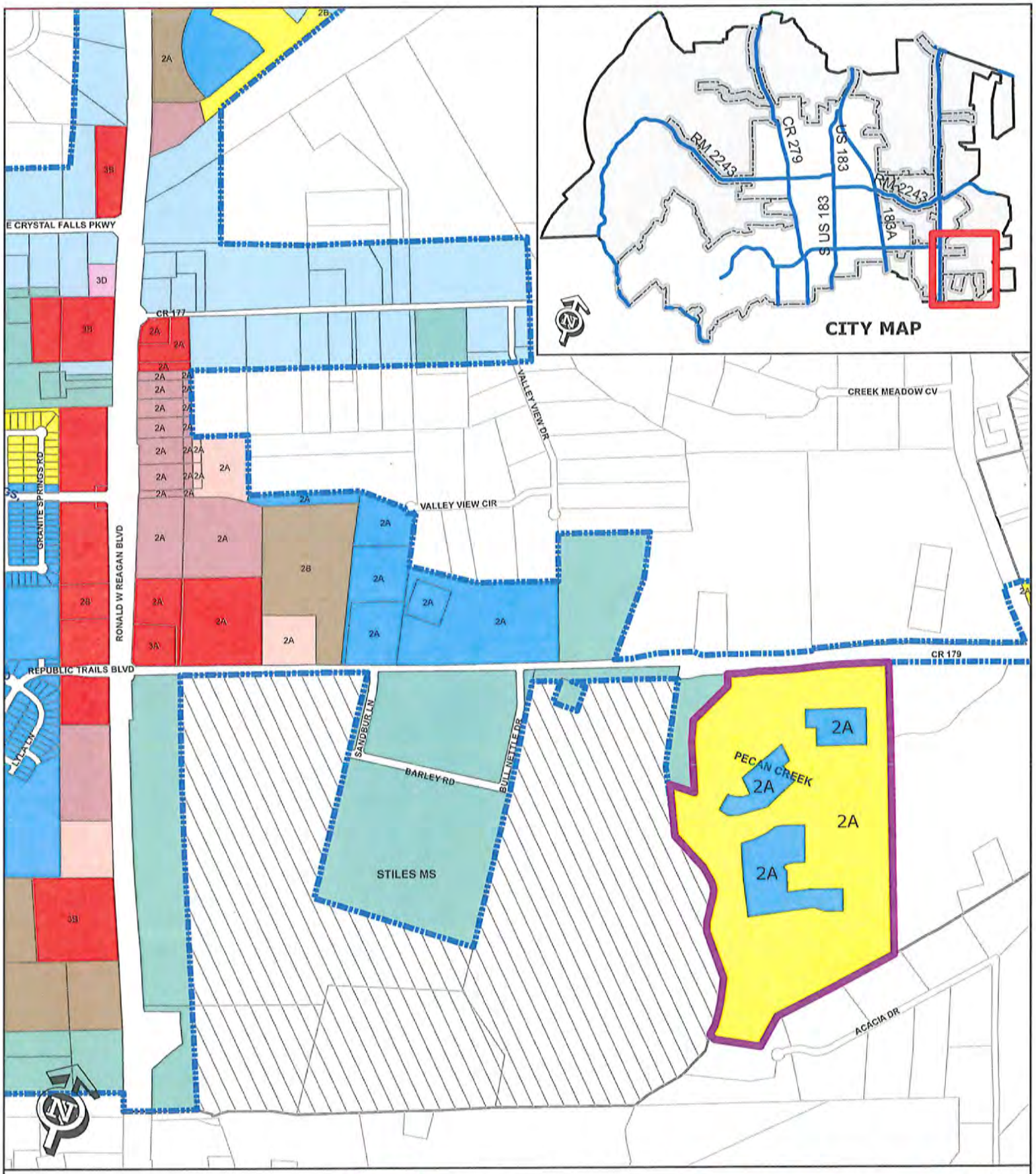


EXHIBIT A

Zoning Case 13-Z-013

Pecan Creek
303 & 451 CR 179

- Subject Property
- City Limits
- Future Annexation Per DA
- Involuntary Annexation
- Voluntary Annexation

SFR, SFE, SFS, SFU, SFC, SFL, SFT, SFU/MH, TF, MF, LO, LC, GC, LI, HI, PUD

0 200 Feet

AGENDA ITEM # 10

Executive Summary

June 06, 2013

Agenda Subject:	Zoning Case 13-Z-012: Second reading and consider action on the rezoning of three parcels located at 9200, 9204, 9210, RM 2243 for 20.74 acres more or less; Parcels #R318744, R031293, R327081. Currently, the property is zoned interim SFR-1-B (Single-Family Rural), and SFS-2-B (Single Family Suburban). The property is proposed to be zoned HI-5-D (Heavy Industrial) Leander, Williamson County, Texas.
Background:	This request is the final step in the rezoning process.
Origination:	Applicant: Duane Hutson, AICP on behalf of Tex Mix Land ltd (Logan Owens).
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the zoning request at the May 09, 2013 meeting. The City Council unanimously recommended approval at the May 16, 2013 meeting
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Ordinance
Prepared By:	Robin M. Griffin, AICP Planner 05/17/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-012
9200, 9204, & 9210 RM 2243

GENERAL INFORMATION

Owner: Tex Mix Land ltd (Logan Owens)

Current Zoning: Interim SFR-1- B (Single-Family Rural)
Interim SFS-2-B (Single-Family Suburban

Proposed Zoning: HI-5-D (Heavy Industrial)

Size and Location: The property is located at 9200, 9204, & 9210 RM 2243 for 20.74 acres more or less in size.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	Interim SFR-1-B	Grandfathered Industrial Use
EAST	OCL Interim SFS-2-B	Established Single-Family Home
SOUTH	Interim SFS-2-B	Undeveloped Property Zoned for Single-Family
WEST	Interim SFR-1-B LI-4-D	Established Industrial Use

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

HI – HEAVY INDUSTRIAL:

Features: Any use in LI plus outdoor manufacture, assembly and processing.

Intent: Development of outdoor processing (when associated with a Type 5 site component) and large scale manufacturing, assembly and processing businesses. Access should be provided by an industrial or commercial collector street.

SITE COMPONENTS:

TYPE 5 (non-residential only):

Features: Accessory buildings; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display and storage; outdoor entertainment venues and animal boarding.

Intent:

(1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.

(2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, LI or HI use components.

(3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.

(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

ARCHITECTURAL COMPONENTS:

TYPE D (non-residential only):

Features: 35% masonry (60% street facing); metal siding for remainder not facing a street; 2 or more architectural features.

Intent:

(1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, LI or HI use components.

(2) This component is not intended to be utilized with the majority of GC districts.

(3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.

(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Find suitable districts for industrial development so that the City may recruit additional employers and avoid locating industrial development near neighborhoods without adequate buffering.

ANALYSIS:

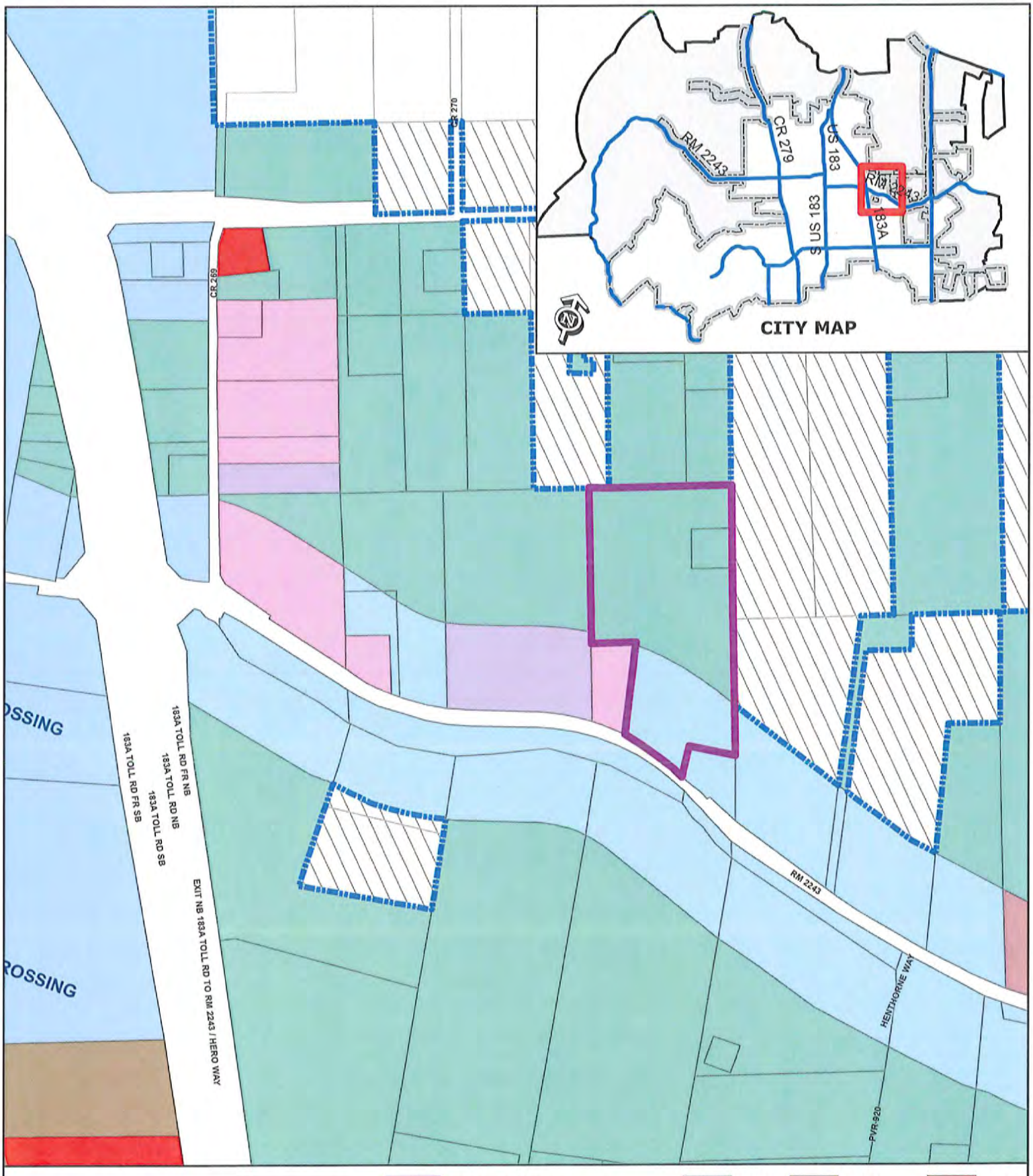
The front portion of the property was annexed in to the City in November of 2002 and was interim zoned SFS-2-B (Single-Family Suburban). The back portion of the subject property was part of a large involuntary annexation that was completed on January 17, 2013. Upon annexation the property received an Interim SFR-1-B zoning designation. In addition, a development agreement was executed in August of 2006 providing annexation and use requirements for the property. Currently, the property is utilized as a concrete plant and is considered to be a grandfathered use. Rezoning the property to the proposed HI-5-D (Heavy Industrial) would permit future expansion of the industrial use.

The properties to the west along RM 2243 are currently zoned and utilized for industrial purposes. In addition, the properties along the north/south portion of CR 269 were recently annexed and zoned for industrial uses. The north side of RM 2243 and CR 269 include existing and developing industrial uses along this corridor.

The HI (Heavy Industrial) use component allows for outdoor processing when paired with the Type 5 site component. In addition, this use component permits large scale manufacturing, assembly and processing businesses.

The Type 5 site component allows for unlimited outdoor storage. The Composite Zoning Ordinance does require that outdoor storage is screened from view from adjacent properties and streets and that the storage area is not permitted in the front setbacks.

The proposed Type D Architectural Component requires that street facing walls are 60% masonry and no metal is permitted on street facing walls.



ZONING CASE 13-Z-012

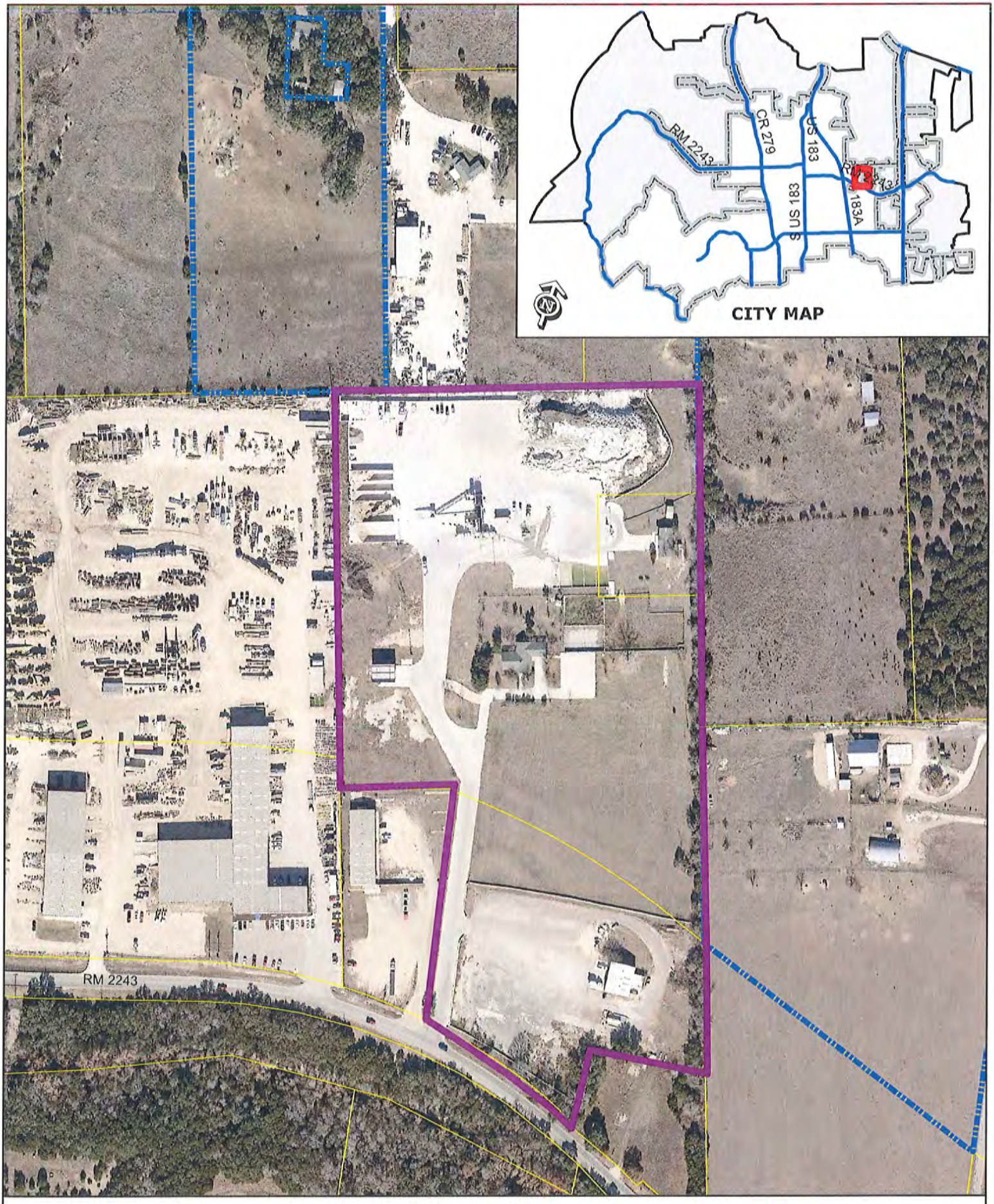
Attachment #2

Current Zoning Map
9200, 9204, & 9210 RM 2243

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
City Limits

SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
HI
PUD

0 200 400
Feet



ZONING CASE 13-Z-012 Attachment #3

Aerial Exhibit - Approximate Boundaries
9200, 9204, & 9210 RM 2243

Subject Property

0 200
Feet

ATTACHMENT #4

Hutson Land Planners
Development Consultants, LLC
AUSTIN GRAPEVINE

April 10, 2013

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

Tex Mix Land LTD property Zoning Change

Dear Ms. Griffin,

Please consider this our formal letter of intent to request a zoning change for 3 parcels owned by Tex Mix Land LTD on RR 2243 in the City of Leander. The first parcel is WCAD ID# R318744, a 5.4 acre property currently zoned SFS Single-Family Suburban that has about 350 feet of frontage on RR 2243. The second parcel is WCAD ID# R327081, a 14.34 acre property currently zoned SFR Single-Family Rural. The third parcel is WCAD ID# R031293, a 1 acre property currently zoned SFR Single-Family Rural. The proposed new zoning for these 3 properties is to HI Heavy Industrial. The properties are currently being used as a concrete plant by Tex Mix Concrete. The existing concrete plant use of the property has been considered a grandfathered use since the City of Leander annexed the area. This stretch of RR 2243 has other types of industrial uses typical of an industrial corridor.

The physical characteristics of the property include that of what you find on a typical industrial piece of land. There is a main paved driveway which leads cars and trucks to the plant that sits on the northern portion of the property. The property is fairly flat with very few trees. There are several commercial structures on the property that are being used as part of the concrete plant or associated offices.

Please contact me should you have any questions or concerns regarding this zoning change.

Respectfully submitted,

Duane Hutson, AICP

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING THREE PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO HI-5-D (HEAVY INDUSTRIAL); 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 parcel of land, which is herein referred to as the "Property:" That certain parcel of land being 20.74 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 9200, 9204, and 9210 RM 2243, Leander, Texas, legally described as 20.74 acres out of the E. D. Harmon Survey, more particularly described in Document Number 2012043731, Official Public Records of Williamson County, Texas, and identified by tax identification number R318744, R031293, and R327081.

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) and Interim SFS-2-B (Single-Family Suburban) to HI-5-D (Heavy Industrial).

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 16th day of May, 2013.
FINALLY PASSED AND APPROVED on this the 6th day of June, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

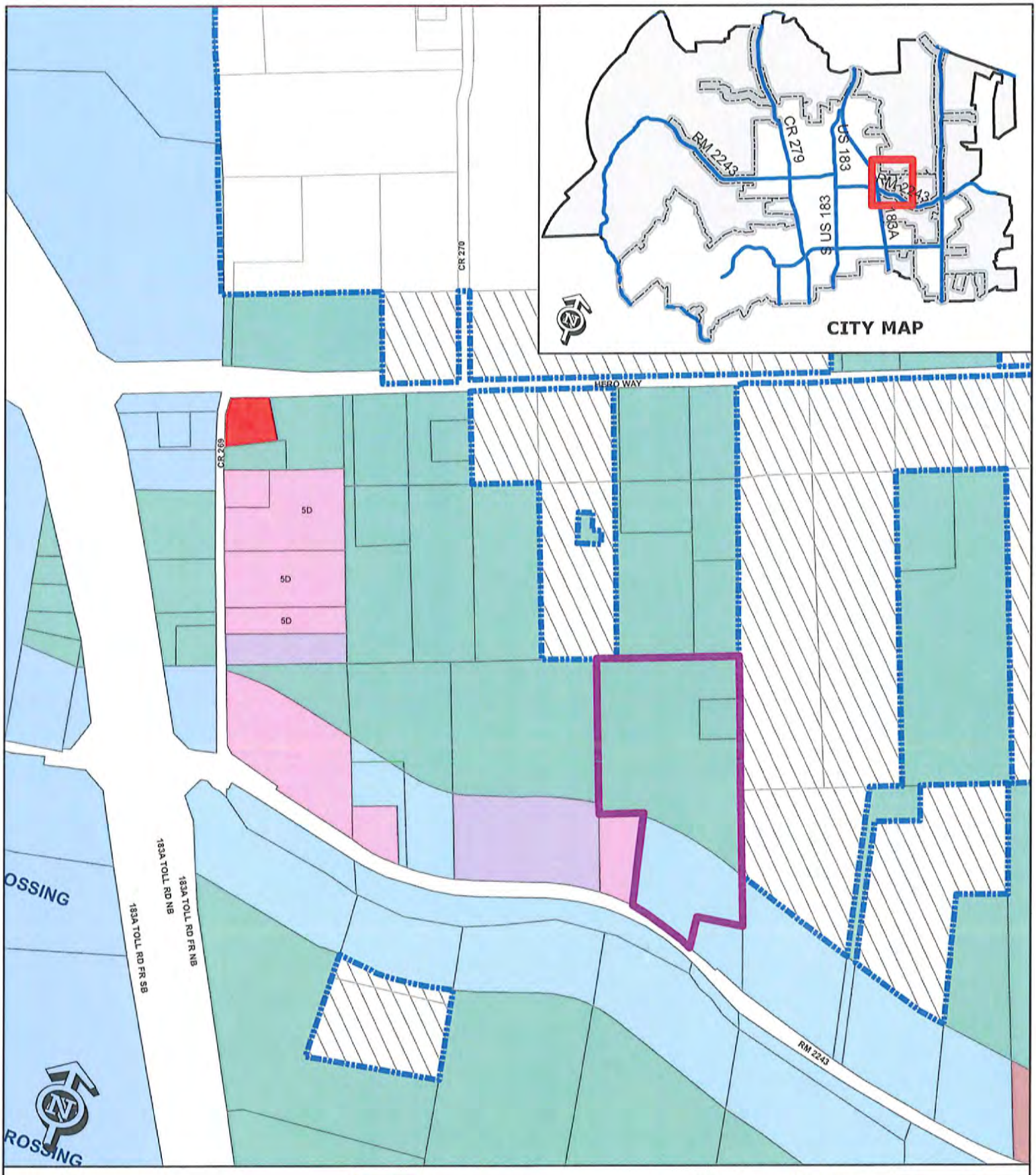


EXHIBIT A

Zoning Case 13-Z-012

Tex Mix Concrete
9200, 9204, & 9210 RM 2243

Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

SFR, SFE, SFS, SFU, SFC, SFL
SFT, SFU/MH, TF, MF, LO, LC
GC, LI, HI, PUD

0 200
Feet

AGENDA ITEM # 11

Executive Summary

June 06, 2013

Agenda Subject:	Zoning Case 13-Z-010: Second reading and consider action on the rezoning of four parcels, located at the intersection of Peregrine and Sonny Drive for 51.88 acres more or less; Parcels #R031400, R032159, R517822, and R517823. Currently, the property is zoned PUD (Planned Unit Development) and 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 Blake Rue on behalf of Oryx Holdings
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommended approval of staff's recommendation with a three to one vote at the May 09, 2013 meeting. The City Council recommended approval of the Planning & Zoning Commission recommendation with a 5 to 1 vote at the May 16, 2013 meeting
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Proposed PUD Amendment 5. Approved Connelly's Crossing PUD 6. Letter of Intent 7. Ordinance
Prepared By:	Robin M. Griffin, AICP Planner 05/17/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-010
CONNELLY'S CROSSING PUD AMENDMENT

GENERAL INFORMATION

Owner: Oryx Holdings

Current Zoning: PUD (Planned Unit Development)

Proposed Zoning: PUD (Planned Unit Development)

Size and Location: The property is located adjacent to and west of the Leander Public Library and being south of and along Old Quarry Road and west of South Bagdad Road and is approximately 51.88 acres in size.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Established Single-Family Neighborhood (Falcon Oaks)
EAST	SFS-2-B	Leander Public Library & Mason Homestead
SOUTH	SFC-2-B SFS-2-B	Proposed Mason Ranch Neighborhood Established Single-Family Neighborhood (Mason Creek)
WEST	SFU-2-B	Proposed Mason Ranch Neighborhood

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

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 a mixed-residential community. This integrated project will include a blend of single family and multiple family housing types catering to a variety of income levels and age groups. 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:

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Establish high standards for development.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.

ANALYSIS:

The applicant is proposing an amendment to the Connelly's Crossing PUD (Planned Unit Development). The Planning and Zoning Commission reviewed and recommended approval of the current PUD on June 28, 2012. The original proposal consisted of a mixed residential development that included single-family and multi-family housing types to accommodate a variety of income levels and age groups.

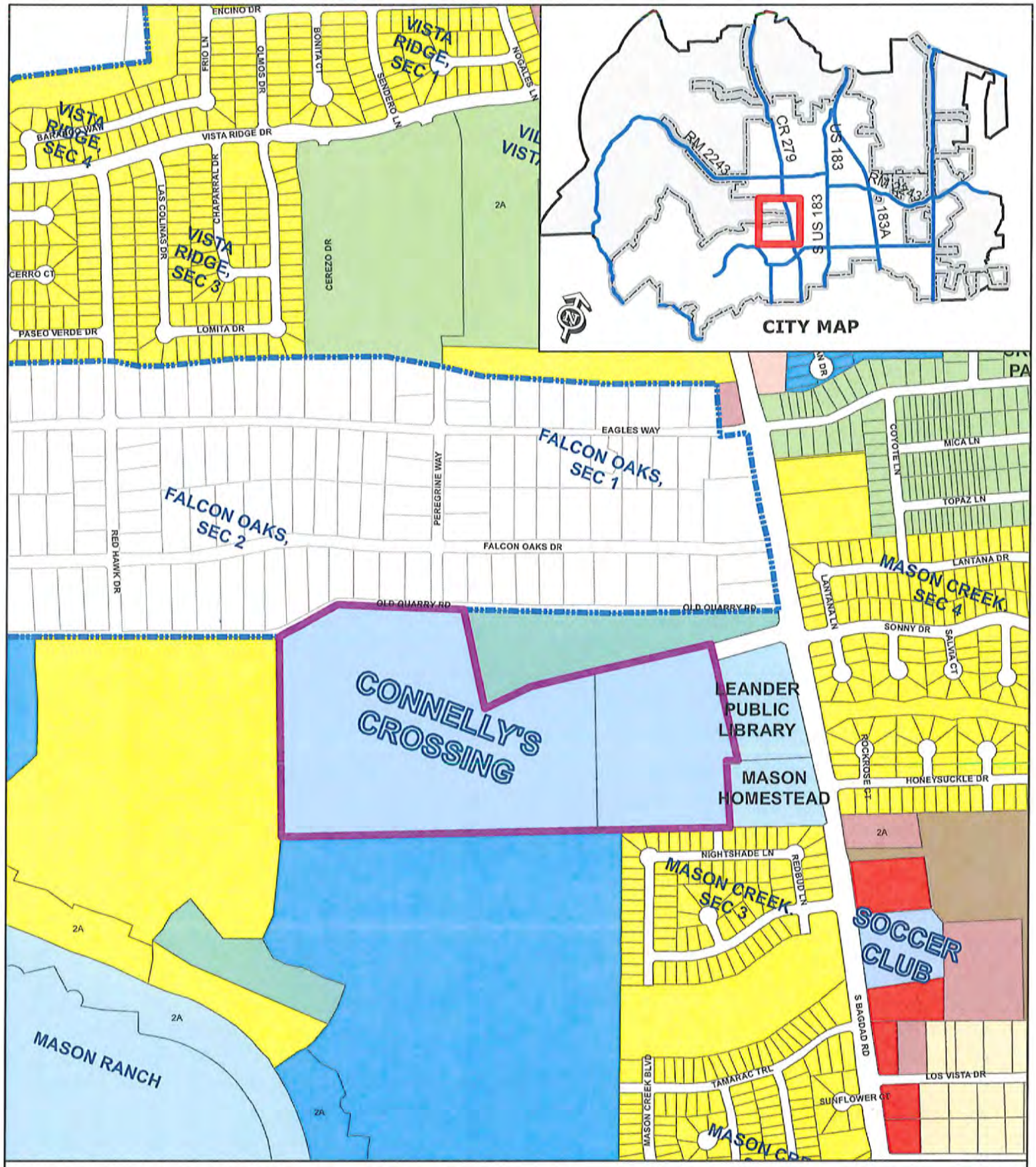
The proposed amendments include:

- Changing the proposed lot counts as follows:

	CURRENT	PROPOSED	DIFFERENCE
SFU-2-B	37	57	+ 20
SFC-2-B	65	9	- 56
SFL-2-B	16	84	+ 68

- Adding a minimum setback requirement of 18 feet for the single-family properties.
- Requiring parking stub outs to accommodate street parking.
- Removal of the proposed multi-family zoning and all associated exhibits located on 5.211 acres and replacing it with single family zoning.
- Updating the Parkland Dedication Fee Schedule to reflect the elimination of the multi-family and the addition of the single-family lots.
- Providing a staggered front setback requirement for single-family lots.
- Modifying the setback requirements for lots with alley access.
- Removing 50' garage setback requirement for properties without alley access.
- Changing the garage setback from 50' to 23' for properties without alley access and requiring the garage to be setback five feet from the facade of the home.

Staff recommends that the Exhibit I (Typical Urban Lot Facade Setbacks) is referenced as the proposed layout demonstrating the varied setbacks in the Single-Family Lot Section 1 of the proposed amendment instead of the statement regarding the "front setback plan" submittal prior to infrastructure improvements. A note can be added stating that it is conceptual and will be finalized at the construction plan phase of the subdivision process.



ZONING CASE 13-Z-010

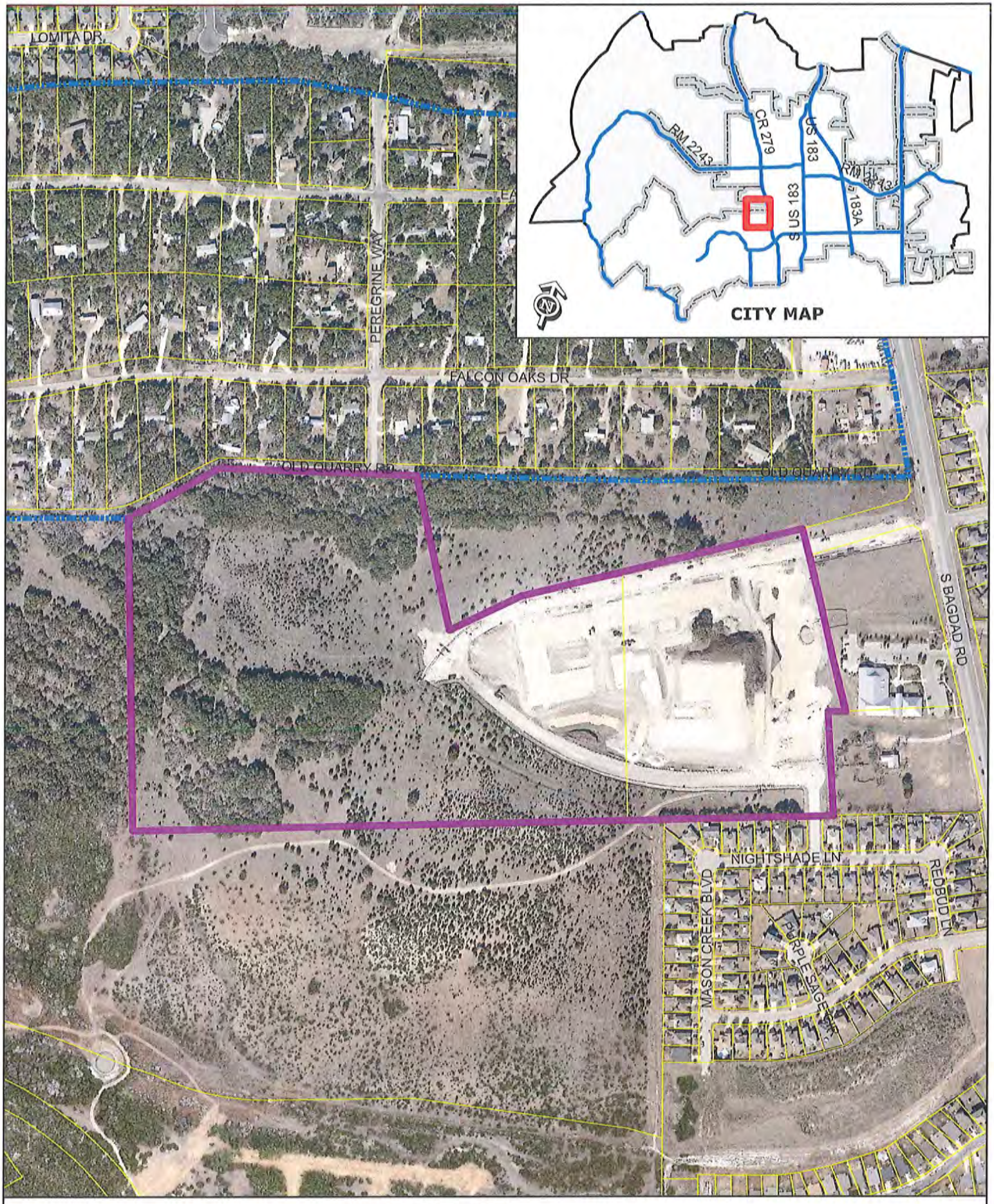
Attachment #2

Current Zoning Map
Connelly's Crossing Amendment

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
City Limits

SFR, SFE, SFS, SFU, SFC, SFL, SFT, SFU/MH, TF, MF, LO, LC, GC, LI, HI, PUD

0 200 400
Feet



ZONING CASE 13-Z-010 Attachment #3

Aerial Exhibit - Approximate Boundaries
Connelly's Crossing PUD Amendment

Connelly's Crossing Planned Unit Development – Leander, Texas

General Notes

1. Connelly's Crossing Planned Unit Development ("PUD") with the following purpose and intent:
    a. To create unified development standards;
    b. To allow development which is harmonious with nearby areas;
    c. To provide for the more efficient use of land, resulting in smaller utility networks, safer streets, more open space and lower construction and maintenance costs;
    d. To encourage harmonious and coordinated development by developing plans that better address natural features, community facilities, circulation patterns and surrounding properties and neighborhoods;
    e. To facilitate the development of the tax base, the local economy, population and public facilities;
    f. To provide and result in an enhanced residential and/or work environment for those persons living and/or working within the district; and
    g. To require the application of professional planning and design techniques to achieve overall coordinated mixed-use developments and avoid the negative effects of piecemeal, segregated, or unplanned development.
    h. This PUD includes a mixture of multifamily and single family zoning districts used to promote diverse demographic and economic characteristics. Families, seniors, single workers, young couples and students will live within close proximity of one another promoting a neighborhood that reflects the diversity and richness of the larger Leander community.
    i. Streets are the "connective tissue" of our modern communities. The street pattern is designed to provide efficient vehicular circulation between Bagdad Road through Connelly's Crossing PUD connecting to future development. A traffic circle is utilized to promote a smooth and even flow of traffic safely through the PUD without overburdening neighborhood streets which access single family lots. Multiple connections to Sonny Drive have been carefully configured to discourage cut-through traffic within the single family lots.
    j. The intent of the this PUD is to create a neighborhood designed to be:
        a. ***Neighborly***, with a strong street-orientation, and with porches and entries that promote interaction and socialization among residents and that reinforce the pedestrian scale and character of the community.
        b. ***Compatible,*** in scale and character with adjacent structures in the same vicinity.
        c. ***Diversity***, a mix of floor plans, elevations, materials, colors and treatments are encouraged to be employed.

2. The PUD consists of 51.88 acres (Property) currently in the process of being annexed into Leander, Williamson County, Texas also known as the Meihaus/Moser Property. See Exhibit A

3. Except as otherwise noted, the PUD shall be governed by the Composite Zoning Ordinance of the City of Leander Ordinance No. 05-018-00 (September 2005) as amended through and including the date of this PUD (the Zoning Ordinance)
4. Per Section 10.103(e) of the Leander Code of Ordinances, the City of Leander ("City") agrees a fee in lieu of a traffic impact analysis is appropriate for the Property covered by this PUD.

PUD Neighborhood Site Planning Standards

1. Sonny Drive along MF Lot #1 shall include one-hundred and fifty (150%) percent of landscape requirement creating a continuous vegetative buffer along MF Lot #1 and Sonny Drive.
2. All residential units will be within eight hundred fifty (850') of a neighborhood park (measured from the front entry of the unit to the open space along public streets).

Zoning

1. The base zoning for the Property shall be the following as shown on the map in Exhibit B
   a. SFU-2-B: Single Family Urban – ~~____~~57 Lots (SFU Lots)
      i. Shall allow accessory dwellings. Accessory dwellings shall be compliant with Article IV Section 6 of the Zoning Ordinance.
      ii. The set back from the front property line shall be a minimum eighteen (18) feet.
      ~~i.~~iii.
   b. SFC-2-B: Single Family Compact – ~~____~~9 Lots (SFC Lots)
      i. Shall allow accessory dwellings. Accessory dwellings shall be compliant with Article IV Section 6 of the Zoning Ordinance.
      ii. The set back from the front property line shall be a minimum of eighteen (18) feet.
      ~~i.~~
   c. SFL-2-B: Single Family Limited – ~~____~~846 Lots (SFL Lots)
      i. Shall have rear entry garages accessed by alleys.
      ii. In addition to required garage and off street parking requirements, a
      ~~i.~~ ~~A~~minimum of one (1) paved parking space per four lots shall be provided in parking stub outs located inside the right of way. Each parking stub out shall contain a minimum of two parking spaces. See Exhibit H.
   d. MF-2-A: Multifamily – 10.939 Acres (MF Lot #1)
      i. Non street facing sides of buildings shall be allowed up to 40% Hardiplank siding.
   ~~e. MF-3-A: Multifamily – 5.211 Acres (MF Lot #2)~~
      ~~i. Non street facing sides of buildings shall be allowed up to 40% Hardiplank siding.~~
      ~~ii. Uses conforming to the following base zoning districts shall also be conforming uses for MF Lot #2~~
         ~~1. SFU-2 – B: Single Family Urban~~
         ~~2. SFC-2 – B: Single Family Compact~~

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~~3. SFL 2 – B: Single Family Limited~~

~~4. SFT 2 – B: Single Family Townhouse~~

~~f.~~e. There shall be three areas designated as parkland as further described below in the Parks section.

~~g.~~f. Up to twelve (12) single family lots within this PUD may have widths, depths and/or areas up to ten (10%) less than the base zoning requirements.

~~h.~~g. In addition to (g), for every one foot that a lot is wider or deeper than required, or for every one square foot that a lot is larger than required, another lot may be reduced by the equivalent amount, for up to twelve (12) lots in this PUD being allowed to have such reduced sizes, and up to ten percent (10%) less than requirements. These prescribed limits in (h) may be increased to up to double these amounts if increased tree or other significant natural protection can be demonstrated.

Parks

1. There shall be three areas reserved for parkland dedication as shown on Exhibit B (The Parks)
2. Parkland Dedication Requirements:

SINGLE FAMILY - ~~118 152~~ 150 lots proposed

Land Dedication requirement

~~118 152~~ 150 lots /100 = ~~1.181.52 50~~ 1.5 X 3.5 acres = ~~4.135.32~~ 5.25 acres required

Land provided:
PARK 1 - 3.33 acres provided/ 1.772 accepted*
PARK 2 - 1.08 acres
PARK 3 - 1.278 acres
Total Credit - 4.13 acres which satisfies land dedication requirement for 118 Lots

Fee in lieu of Land Dedication for 1.12 acres ***
~~34~~ 32 lots (150 Lots -- 118 Lots credited for Land Dedication) @ 82~~50~~.00 per lot = ~~28,~~26,~~900~~ 400.00 required fee in lieu of land dedication

Improvement Fee
~~188 152~~ 150 lots @350.00 per lot = ~~4153,300~~200 52,500.00 required**

*Only partial land credit of 1.772 acres will be accepted for Detention/Water Quality PARK
** Credit for recreational improvements in Parks #2 and #3 will be accepted. No recreational improvement credits for Park #1.
***5.25 acres required land dedication less 4.13 acre credit for land provided (4.13 acres provided satisfies land dedication requirement for 118 Lots)

MULTI-FAMILY - ~~308~~ 208 units ~~proposed~~Merritt Legacy Project*

Land Dedication requirement

~~308~~208 units/100 = ~~3~~ 2.08 X 3.5 acres = ~~10.786.344~~ 7.28 acres required

Land Provided
-0-
Fee in lieu
~~308~~208 X 825.00 = ~~254,100~~ $171,600.00 ~~Previously Paid~~ previously paid by Merritt Legacy Project~~required~~

Improvement Fee
~~308~~208 units X 350.00 = ~~107~~ $72,800.00 ~~required~~~~To be~~ previously paid by the Merritt Legacy Project

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* Park land dedication and improvement fees will be calculated based on actual number of multifamily units developed

Detention and Water Quality Improvements

1. All necessary easements shall be granted from Park #1 to the MF Lot #1 for the construction, service and maintenance of a wet pond detention and water quality facility (Wet Pond). The Wet Pond will serve the detention and water quality requirements of the MF Lot #1 and up to 25 single family lots. Appropriate drainage easements shall also be granted from single family lots, MF Lot #1 and Park #1 for drainage flows. See exhibit C
    a. The party constructing improvements on the MF Lot #1 shall be responsible for all costs associated with the construction of the Wet Pond improvements located on Park #1.
    b. All costs associated with the service and maintenance of the Wet Pond, including but not limited to costs associated with maintaining the water level in the Wet Pond as provided in plans approved by the City, shall be the responsibility of the owner of the MF Lot #1 in perpetuity.
    c. The Wet Pond shall be serviced and maintained in good order by the owner of the MF Lot #1 in perpetuity according to plans approved by the City.
2. The Wet Pond will be designed to serve as an aesthetically appealing amenity to Park #1.
3. ~~Detention and water quality improvements as required by the City of Leander Code of Ordinance shall be placed onsite for the MF Lot #2.~~
4. Detention and water quality improvements as required by the City of Leander Code of Ordinances for the remaining single family lots shall be placed on the detention pond and water quality areas as shown on Exhibit C.
5. This development requires an Edwards Aquifer Contributing Zone Plan.

SINGLE FAMILY LOTS

Variation and Diversity

1. A separation of four (4) lots shall be maintained along the same block face for any floor plan and a separation of eight (8) lots shall be maintained for the same elevation. A two

(2) lot separation is necessary across the facing street for any floor plan and four (4) lot separation for the same elevation. Similarly, material/color schemes must vary so that no two homes have the same floor plan, elevation and material/color scheme.

~~1.~~2. For Single Family Urban Lots, the front façade (not including the front porch) of a home shall be staggered by a minimum of five (5) feet once every three lots for lots on the same side of the street. Example #1: if the front facade for lots 1 and 2 is located eighteen (18) feet from the front property line, the front facade for lot 3 shall be located a minimum of 23 feet from the front property line. Example #2: if the front façade for lot 5 is located (20) twenty feet and lot 6 is located twenty three (23) feet from the front property line, the front façade for lot 7 shall be located eighteen (18) feet or more than twenty eight (28) feet from the front property line. A front setback plan for each lot included in a Phase shall be submitted to the City prior to the City's final approval infrastructure improvements.

~~2.~~3. To the extent practicable, a mix of single, one-and one-half, and two (2) story homes are encouraged to be introduced along a block face.

Building Height and Massing

1. ~~The~~ For lots with alley access, the two (2) story portion of the main house ~~(not including garage apartments or accessory dwellings)~~ shall be set back by at least twenty five (25') feet from the rear property line.
2. It is encouraged to employ changes in volume and plane, sloping roofs, and porches to reduce the perceived scale of the structure.
3. Except as noted herein, ~~s~~Setbacks and building heights for the single family lots shall meet the requirements of the City of Leander Code of Ordinances.

Garages and Alleys

1. As shown on Exhibit B, single family lots which are accessed by an alley shall be restricted from having a garage facing the front property line. Garages for single family lots accessed by an alley shall be located towards the rear of the lot and shall be accessible only from the alley.

~~2. The single family lots will be served by alleys or in the event that alleys are not an option, street facing garages shall be set back a distance of fifty (50') feet from the front property line. This serves to promote architectural design that is skillfully employed to reduce the visual effect of a garage on the front elevation.~~

~~3.~~2. Lots not having alley access shall have garages set back from the front property line by a minimum distance of ~~fifty~~ twenty three (~~50'~~23') feet and not less than five (5) feet from the front facade of the home, not including the front porch, closest to the front property line. This serves to promote architectural design that is skillfully employed to reduce the visual effect of a garage on the front elevation.

Sidewalks

1. Sidewalks shall be constructed as required by the Composite Zoning Ordinance. Connelly's Crossing PUD is designed to facilitate a new urbanism design with a

pedestrian friendly environment that encourages pedestrian access throughout the PUD and to the City of Leander Library, neighborhood parks and their amenities.

2. Sonny Drive along the MF Lot #1 shall have a six (6) foot ~~sideway~~ sidewalk with bump outs for benches every 100 – 150 feet. See Exhibit F

Porches

1. All SFL-2-B Lots and SFC-2-B Lots shall have ground level front or corner porch with a minimum area of eighty (80) square feet.
2. All SFU Lots shall have ground level front or corner porch with a minimum area of 100 square feet and a minimum depth of seven feet.
3. Porches and finish floors shall be clearly delineated from the front yard with at least a twelve (12") inch grade change.
4. The use of columns and open railings is strongly encouraged. Such columns and open railings shall be compliant with the City of Leander Code of Ordinances.

MULTIFAMILY LOTS

Architecture

1. The architecture of improvements constructed on the MF Lot #1 shall be substantially similar to Exhibit D and in compliance with the architectural component Type A of the Composite Zoning Ordinance subject to any modifications allowed in this PUD.
    a. MF Lot #1 intends to utilize the "Great Street" concepts along Sonny Drive to create a pedestrian friendly atmosphere with a strong sense of place and orientation that facilitates a connection between the residential units in the PUD and the City of Leander library and the Mason Homestead.
    b. Sonny Drive along MF Lot #1 shall include 150% of the landscaping required by the City of Leander Code of Ordinances. The extensive landscaping is intended to create a continuous vegetative buffer along six (6) foot sidewalks which include benches that promote pedestrian traffic. The sidewalk and bench layout shall be substantially similar to Exhibit F.
    c. MF Lot #1 shall provide parking that is largely invisible from Sonny Drive substantially similar to Exhibit F.

~~2. The architecture of improvements constructed on the MF Lot #2, should the multifamily base zoning be utilized, shall be substantially similar to Exhibit E.~~

Setbacks

1. In efforts to promote an urban feel and setting, the building setback for MF Lot #1 along Sonny Drive shall be fifteen (15) feet from the Right of Way.
    a. Within this fifteen (15) foot setback and/or the Sonny Drive right of way, a six (6) foot sideway shall be constructed with bump outs for benches every 100 – 150 feet. Exhibit F.
        i. Appropriate easements for the any sidewalks or benches located outside the right of way shall be granted to the City.

b. Within this fifteen (15) foot setback, landscaping requirements shall be 150% of the City of Leander Code of Ordinance landscape requirements.

2. All other setbacks in this PUD shall be compliant with the Composite Zoning Ordinance.

Exhibit A: Survey 51.88 Acre Meihaus Tract
Amended Exhibit B: Base Zoning and Rendering of Connelly's Crossing
Amended Exhibit C: Detention and Water Quality Map
Exhibit D: Proposed Architecture for MF Lot #1
Exhibit E: ~~Proposed Architecture for MF Lot #2~~ NA
Exhibit F: Proposed Sidewalk and bench layout along MF Lot #1 and Sonny Drive
Exhibit G: Conceptual Single Family Homes
Exhibit H: Parking Stub Out Dimensions
Exhibit I: Single Family Urban Front Setback Map

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EXHIBIT B
BASE ZONING DISTRICT

SITE CIVIL PLAN

REVISIONS		
NO. DATE	DESCRIPTION	APPROVED BY

CONNELLY'S CROSSING
PUD EXHIBIT 2
BAGDAD ROAD

AUSTIN CIVIL ENGINEERING, INC.
TBPE FIRM # F-001018
2705 SOUTH LAMAR BLVD., Ste. 203A
AUSTIN, TEXAS 78704
PH: (512) 306-0018
FAX: (512) 306-0048

EXHIBIT C
DETENTION AND WATER QUALITY
MAP

SITE CIVIL PLAN

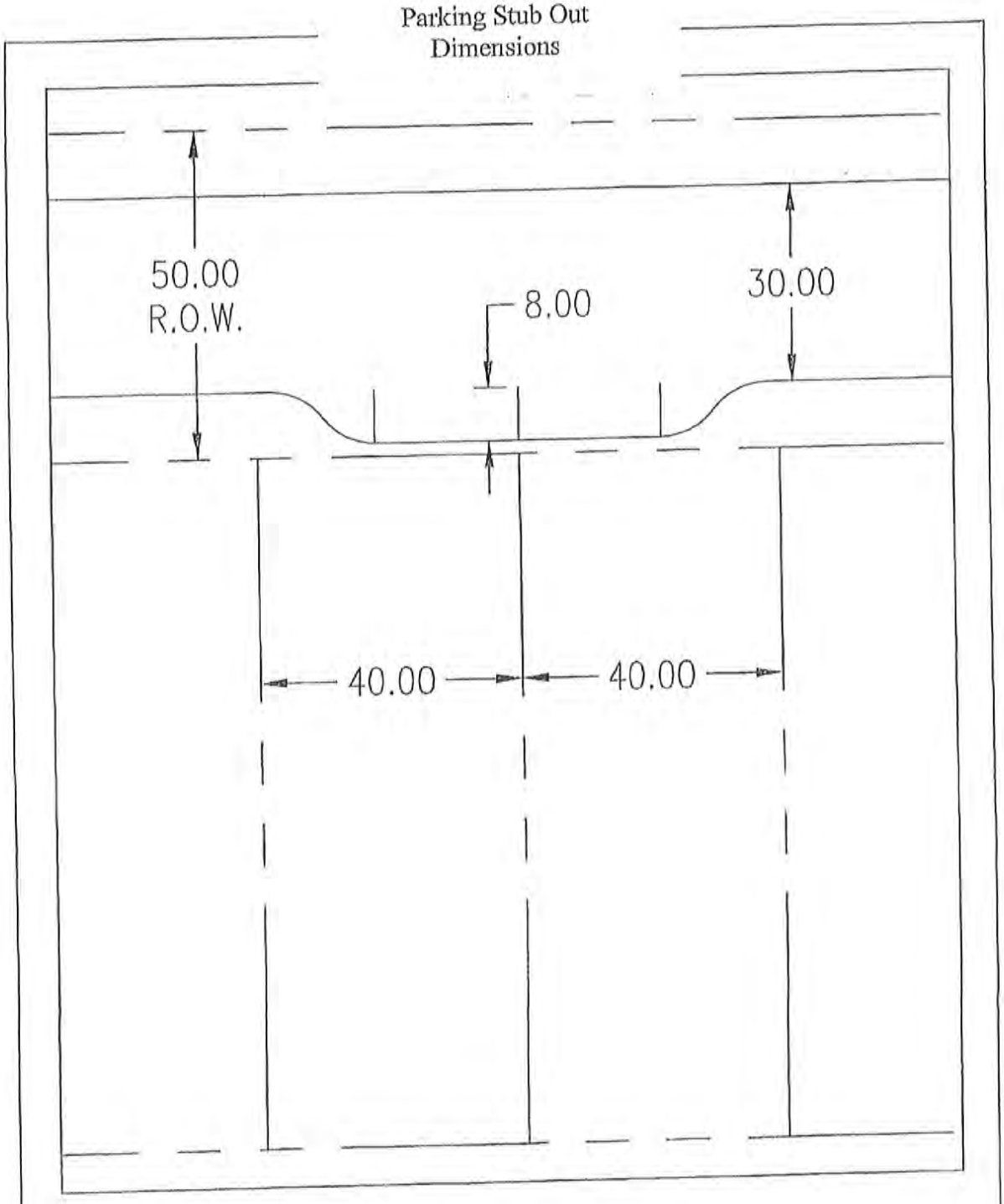
REVISIONS

NO.	DESCRIPTION	BY

CONNELLY'S CROSSING
PUD EXHIBIT 2
BAGDAD ROAD

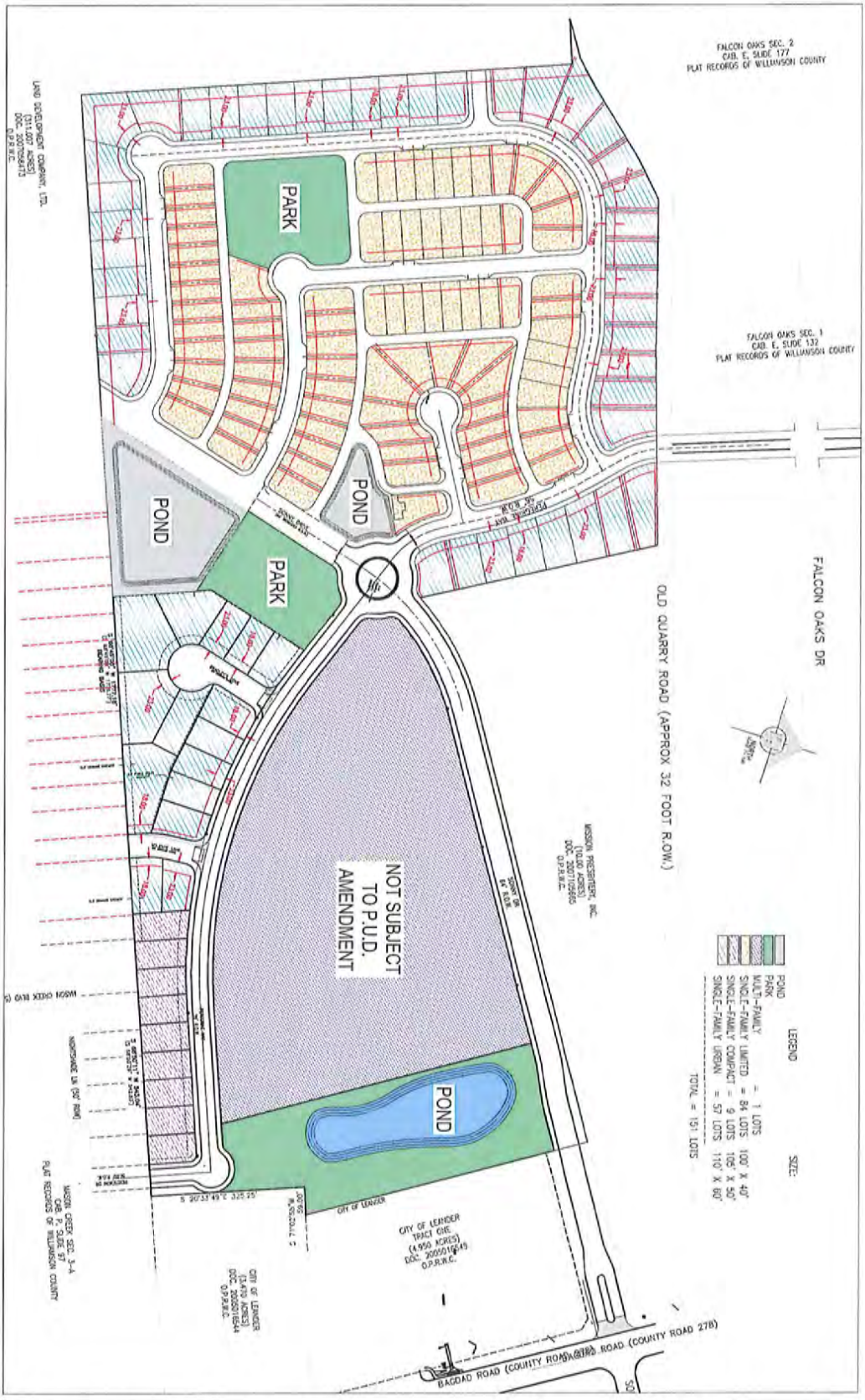
AUSTIN CIVIL ENGINEERING, INC.
TBPE FIRM # F-001018
2705 SOUTH LAMAR BLVD, Ste. 203A
AUSTIN, TEXAS 78704
PH: (512) 306-0048
FAX: (512) 306-0048

Exhibit H
Parking Stub Out
Dimensions



STANDARD NO.	PARKING DETAIL	AUSTIN CIVIL ENGINEERING, INC.
	N.T.S.	TBPE FIRM # F-001018 2708 SOUTH LAMAR BLVD., Ste. 200A AUSTIN, TEXAS 78704 PH: (512) 308-0018 FAX: (512) 308-0048

EXHIBIT I
VARIED SETBACKS



SITE CIVIL PLAN

REVISIONS		
REV. DATE	DESCRIPTION	APPROVED BY

CONNELLY'S CROSSING
PUD EXHIBIT 2
BAGDAD ROAD

AUSTIN CIVIL ENGINEERING, INC.
TBPE FIRM # F-001018
2708 SOUTH LAMAR BLVD., Ste. 200A
AUSTIN, TEXAS 78704
PH: (512) 306-0018
FAX: (512) 306-0049

ATTACHMENT #5

CONNELLY'S CROSSING

PLANNED UNIT DEVELOPMENT

CITY OF LEANDER

Connelly's Crossing Planned Unit Development – Leander, Texas

General Notes

1. Connelly's Crossing Planned Unit Development ("PUD") with the following purpose and intent:
    a. To create unified development standards;
    b. To allow development which is harmonious with nearby areas;
    c. To provide for the more efficient use of land, resulting in smaller utility networks, safer streets, more open space and lower construction and maintenance costs;
    d. To encourage harmonious and coordinated development by developing plans that better address natural features, community facilities, circulation patterns and surrounding properties and neighborhoods;
    e. To facilitate the development of the tax base, the local economy, population and public facilities;
    f. To provide and result in an enhanced residential and/or work environment for those persons living and/or working within the district; and
    g. To require the application of professional planning and design techniques to achieve overall coordinated mixed-use developments and avoid the negative effects of piecemeal, segregated, or unplanned development.
    h. This PUD includes a mixture of multifamily and single family zoning districts used to promote diverse demographic and economic characteristics. Families, seniors, single workers, young couples and students will live within close proximity of one another promoting a neighborhood that reflects the diversity and richness of the larger Leander community.
    i. Streets are the "connective tissue" of our modern communities. The street pattern is designed to provide efficient vehicular circulation between Bagdad Road through Connelly's Crossing PUD connecting to future development. A traffic circle is utilized to promote a smooth and even flow of traffic safely through the PUD without overburdening neighborhood streets which access single family lots. Multiple connections to Sonny Drive have been carefully configured to discourage cut-through traffic within the single family lots.
    j. The intent of the this PUD is to create a neighborhood designed to be:
        a. ***Neighborly***, with a strong street-orientation, and with porches and entries that promote interaction and socialization among residents and that reinforce the pedestrian scale and character of the community.
        b. ***Compatible,*** in scale and character with adjacent structures in the same vicinity.
        c. ***Diversity***, a mix of floor plans, elevations, materials, colors and treatments are encouraged to be employed.

2. The PUD consists of 51.88 acres (Property) currently in the process of being annexed into Leander, Williamson County, Texas also known as the Meihaus/Moser Property. See Exhibit A

3. Except as otherwise noted, the PUD shall be governed by the Composite Zoning Ordinance of the City of Leander Ordinance No. 05-018-00 (September 2005) as amended through and including the date of this PUD (the Zoning Ordinance)
4. Per Section 10.103(e) of the Leander Code of Ordinances, the City of Leander ("City") agrees a fee in lieu of a traffic impact analysis is appropriate for the Property covered by this PUD.

PUD Neighborhood Site Planning Standards

1. Sonny Drive along MF Lot #1 shall include one-hundred and fifty (150%) percent of landscape requirement creating a continuous vegetative buffer along MF Lot #1 and Sonny Drive.
2. All residential units will be within eight hundred fifty (850') of a neighborhood park (measured from the front entry of the unit to the open space along public streets).

Zoning

1. The base zoning for the Property shall be the following as shown on the map in Exhibit B
    a. SFU-2-B: Single Family Urban – 37 Lots (SFU Lots)
        i. Shall allow accessory dwellings. Accessory dwellings shall be compliant with Article IV Section 6 of the Zoning Ordinance.
    b. SFC-2-B: Single Family Compact – 65 Lots (SFC Lots)
        i. Shall allow accessory dwellings. Accessory dwellings shall be compliant with Article IV Section 6 of the Zoning Ordinance.
    c. SFL-2-B: Single Family Limited – 16 Lots (SFL Lots)
    d. MF-2-A: Multifamily – 10.939 Acres (MF Lot #1)
        i. Non street facing sides of buildings shall be allowed up to 40% Hardiplank siding.
    e. MF-3-A: Multifamily – 5.211 Acres (MF Lot #2)
        i. Non street facing sides of buildings shall be allowed up to 40% Hardiplank siding.
        ii. Uses conforming to the following base zoning districts shall also be conforming uses for MF Lot #2
            1. SFU 2 – B: Single Family Urban
            2. SFC 2 – B: Single Family Compact
            3. SFL 2 – B: Single Family Limited
            4. SFT 2 – B: Single Family Townhouse
    f. There shall be three areas designated as parkland as further described below in the Parks section.
    g. Up to twelve (12) single family lots within this PUD may have widths, depths and/or areas up to ten (10%) less than the base zoning requirements.
    h. In addition to (g), for every one foot that a lot is wider or deeper than required, or for every one square foot that a lot is larger than required, another lot may be reduced by the equivalent amount, for up to twelve (12) lots in this PUD being allowed to have such reduced sizes, and up to ten percent (10%) less than requirements. These prescribed limits in (h) may be increased to up to double

these amounts if increased tree or other significant natural protection can be demonstrated.

Parks

1. There shall be three areas reserved for parkland dedication as shown on Exhibit B (The Parks)
2. Parkland Dedication Requirements:
   SINGLE FAMILY - 118 lots proposed
   Land Dedication requirement
   118 lots /100 = 1.18 X 3.5 acres = 4.13 acres required

   Land provided:
   PARK 1 - 3.33 acres provided/ 1.772 accepted*
   PARK 2 - 1.08 acres
   PARK 3 - 1.278 acres
   Total Credit - 4.13 acres

   Improvement Fee
   188 lots @350.00 per lot = 41,300.00 required**

*Only partial land credit of 1.772 acres will be accepted for Detention/Water Quality PARK
** Credit for recreational improvements in Parks #2 and #3 will be accepted. No recreational improvement credits for Park #1.

MULTI-FAMILY - 308 units proposed*
Land Dedication requirement
308 units/100 = 3.08 X 3.5 acres = 10.78 acres required

Land Provided
-0-
Fee in lieu
308 X 825.00 = 254,100.00 required

Improvement Fee
308 units X 350.00 = 107,800.00 required

* Park land dedication and improvement fees will be calculated based on actual number of multifamily units developed

Detention and Water Quality Improvements

1. All necessary easements shall be granted from Park #1 to the MF Lot #1 for the construction, service and maintenance of a wet pond detention and water quality facility (Wet Pond). The Wet Pond will serve the detention and water quality requirements of the MF Lot #1 and up to 25 single family lots. Appropriate drainage

easements shall also be granted from single family lots, MF Lot #1 and Park #1 for drainage flows. See exhibit C

a. The party constructing improvements on the MF Lot #1 shall be responsible for all costs associated with the construction of the Wet Pond improvements located on Park #1.
b. All costs associated with the service and maintenance of the Wet Pond, including but not limited to costs associated with maintaining the water level in the Wet Pond as provided in plans approved by the City, shall be the responsibility of the owner of the MF Lot #1 in perpetuity.
c. The Wet Pond shall be serviced and maintained in good order by the owner of the MF Lot #1 in perpetuity according to plans approved by the City.

2. The Wet Pond will be designed to serve as an aesthetically appealing amenity to Park #1.
3. Detention and water quality improvements as required by the City of Leander Code of Ordinance shall be placed onsite for the MF Lot #2.
4. Detention and water quality improvements as required by the City of Leander Code of Ordinances for the remaining single family lots shall be placed on the detention pond and water quality areas as shown on Exhibit C.
5. This development requires an Edwards Aquifer Contributing Zone Plan.

SINGLE FAMILY LOTS

Variation and Diversity

1. A separation of four (4) lots shall be maintained along the same block face for any floor plan and a separation of eight (8) lots shall be maintained for the same elevation. A two (2) lot separation is necessary across the facing street for any floor plan and four (4) lot separation for the same elevation. Similarly, material/color schemes must vary so that no two homes have the same floor plan, elevation and material/color scheme.
2. To the extent practicable, a mix of single, one-and one-half, and two (2) story homes are encouraged to be introduced along a block face.

Building Height and Massing

1. The two (2) story portion of the main house (not including garage apartments or accessory dwellings) shall be set back by at least twenty five (25') feet from the rear property line.
2. It is encouraged to employ changes in volume and plane, sloping roofs, and porches to reduce the perceived scale of the structure.
3. Setbacks and building heights for the single family lots shall meet the requirements of the City of Leander Code of Ordinances.

Garages and Alleys

1. As shown on Exhibit B, single family lots which are accessed by an alley shall be restricted from having a garage facing the front property line. Garages for single family lots accessed by an alley shall be located towards the rear of the lot and shall be accessible only from the alley.

2. The single family lots will be served by alleys or in the event that alleys are not an option, street facing garages shall be set back a distance of fifty (50') feet from the front property line. This serves to promote architectural design that is skillfully employed to reduce the visual effect of a garage on the front elevation.
3. Lots not having alley access shall have garages set back from the front property line by a minimum distance of fifty (50') feet.

Sidewalks

1. Sidewalks shall be constructed as required by the Composite Zoning Ordinance. Connelly's Crossing PUD is designed to facilitate a new urbanism design with a pedestrian friendly environment that encourages pedestrian access throughout the PUD and to the City of Leander Library, neighborhood parks and their amenities.
2. Sonny Drive along the MF Lot #1 shall have a six (6) foot sideway with bump outs for benches every 100 – 150 feet. See Exhibit F

Porches

1. All SFL-2-B Lots and SFC-2-B Lots shall have ground level front or corner porch with a minimum area of eighty (80) square feet.
2. All SFU Lots shall have ground level front or corner porch with a minimum area of 100 square feet and a minimum depth of seven feet.
3. Porches and finish floors shall be clearly delineated from the front yard with at least a twelve (12") inch grade change.
4. The use of columns and open railings is strongly encouraged. Such columns and open railings shall be compliant with the City of Leander Code of Ordinances.

MULTIFAMILY LOTS

Architecture

1. The architecture of improvements constructed on the MF Lot #1 shall be substantially similar to Exhibit D and in compliance with the architectural component Type A of the Composite Zoning Ordinance subject to any modifications allowed in this PUD.
    a. MF Lot #1 intends to utilize the "Great Street" concepts along Sonny Drive to create a pedestrian friendly atmosphere with a strong sense of place and orientation that facilitates a connection between the residential units in the PUD and the City of Leander library and the Mason Homestead.
    b. Sonny Drive along MF Lot #1 shall include 150% of the landscaping required by the City of Leander Code of Ordinances. The extensive landscaping is intended to create a continuous vegetative buffer along six (6) foot sidewalks which include benches that promote pedestrian traffic. The sidewalk and bench layout shall be substantially similar to Exhibit F.
    c. MF Lot #1 shall provide parking that is largely invisible from Sonny Drive substantially similar to Exhibit F.
2. The architecture of improvements constructed on the MF Lot #2, should the multifamily base zoning be utilized, shall be substantially similar to Exhibit E.

Setbacks

1. In efforts to promote an urban feel and setting, the building setback for MF Lot #1 along Sonny Drive shall be fifteen (15) feet from the Right of Way.
    a. Within this fifteen (15) foot setback and/or the Sonny Drive right of way, a six (6) foot sideway shall be constructed with bump outs for benches every 100 – 150 feet. Exhibit F.
        i. Appropriate easements for the any sidewalks or benches located outside the right of way shall be granted to the City.
    b. Within this fifteen (15) foot setback, landscaping requirements shall be 150% of the City of Leander Code of Ordinance landscape requirements.
2. All other setbacks in this PUD shall be compliant with the Composite Zoning Ordinance.

Exhibit A: Survey 51.88 Acre Meihaus Tract
Exhibit B: Base Zoning and Rendering of Connelly's Crossing
Exhibit C: Detention and Water Quality Map
Exhibit D: Proposed Architecture for MF Lot #1
Exhibit E: Proposed Architecture for MF Lot #2
Exhibit F: Proposed Sidewalk and bench layout along MF Lot #1 and Sonny Drive
Exhibit G: Conceptual Single Family Homes

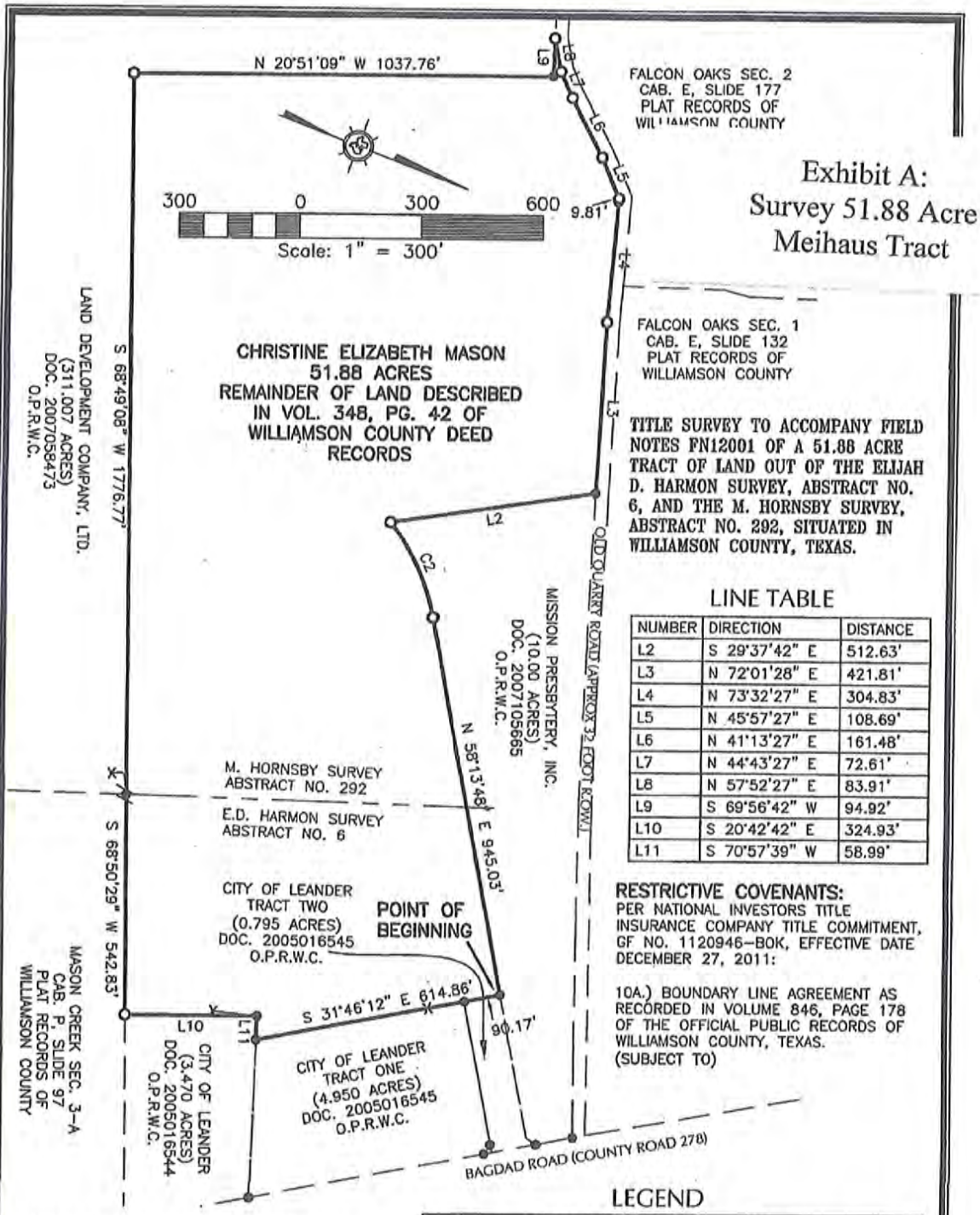


Exhibit A: Survey 51.88 Acre Meihaus Tract

TITLE SURVEY TO ACCOMPANY FIELD NOTES FN12001 OF A 51.88 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, AND THE M. HORNSBY SURVEY, ABSTRACT NO. 292, SITUATED IN WILLIAMSON COUNTY, TEXAS.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L2	S 29°37'42" E	512.63'
L3	N 72°01'28" E	421.81'
L4	N 73°32'27" E	304.83'
L5	N 45°57'27" E	108.69'
L6	N 41°13'27" E	161.48'
L7	N 44°43'27" E	72.61'
L8	N 57°52'27" E	83.91'
L9	S 69°56'42" W	94.92'
L10	S 20°42'42" E	324.93'
L11	S 70°57'39" W	58.99'

RESTRICTIVE COVENANTS:
PER NATIONAL INVESTORS TITLE INSURANCE COMPANY TITLE COMMITMENT, GF NO. 1120946-BOK, EFFECTIVE DATE DECEMBER 27, 2011:

10A.) BOUNDARY LINE AGREEMENT AS RECORDED IN VOLUME 846, PAGE 178 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO)

BEARING BASIS OF THE SURVEY SHOWN HEREON IS PROVIDED BY DOCUMENT 2007058473 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

LEGEND

( )	RECORD INFORMATION
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
●	IRON ROD FOUND
O	½" IRON ROD W/CAP SET
—X—	BARBED WIRE FENCE

CURVE TABLE

NUMBER	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING.	RADIUS
C2	27°30'01"	261.58	259.08	N 44°28'51" E	545.00

EXHIBIT 'A'
SHEET 4 OF 4

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463
Firm #2411

DRAWN BY : CAA DATE: 1/13/12
JOB NO.: 668-12-01 SP12001

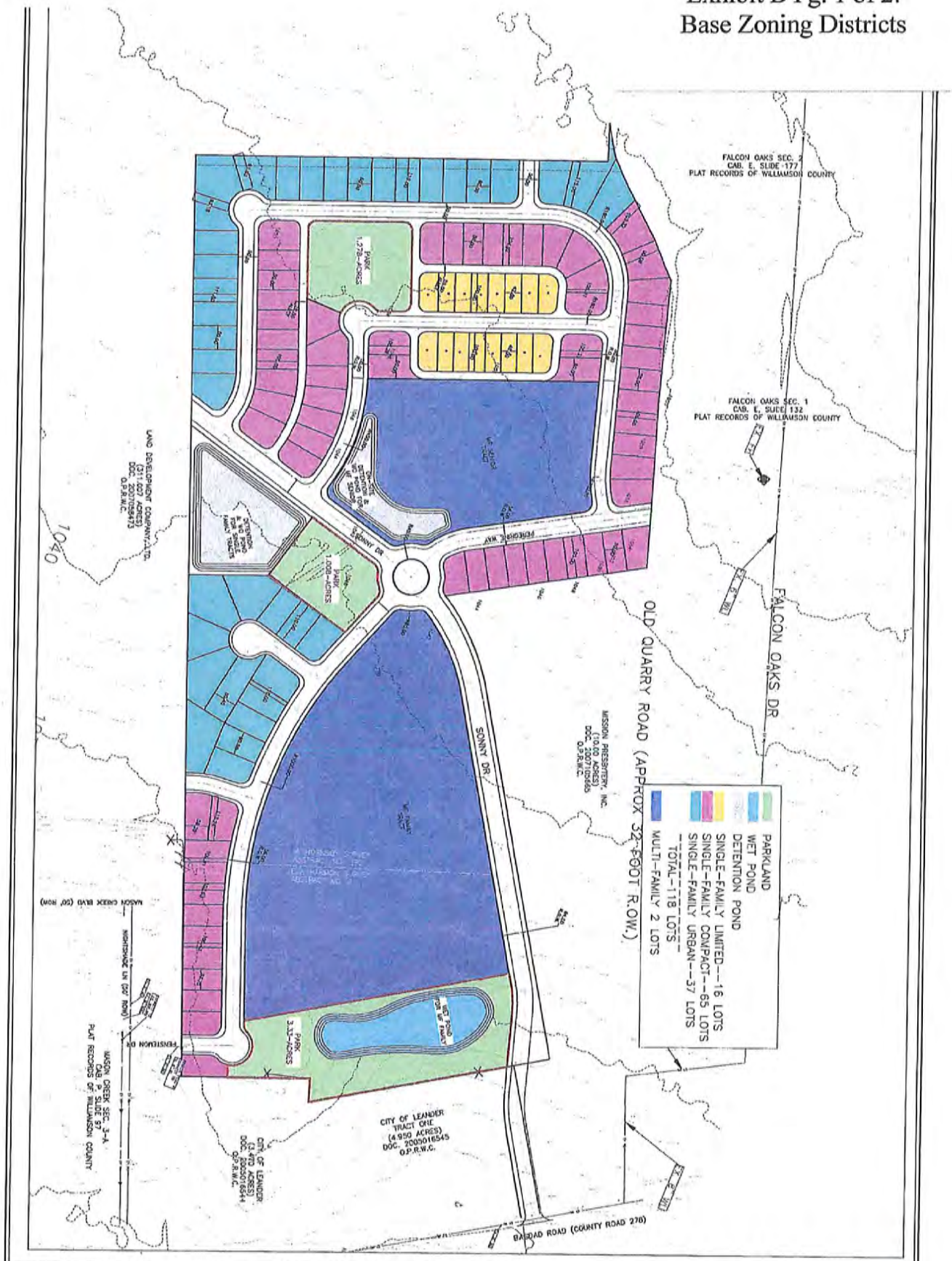
STATE OF TEXAS · REGISTERED · TIMOTHY E. HAYNIE · 2380 · PROFESSIONAL · LAND SURVEYOR

I, TIMOTHY E. HAYNIE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL CORNERS ARE MARKED AS DESCRIBED. A METES AND BOUNDS DESCRIPTION WAS PREPARED TO ACCOMPANY THIS SKETCH.

1-16-12

TIMOTHY E. HAYNIE R.P.L.S. NO. 2380

Exhibit B Pg. 1 of 2:
Base Zoning Districts



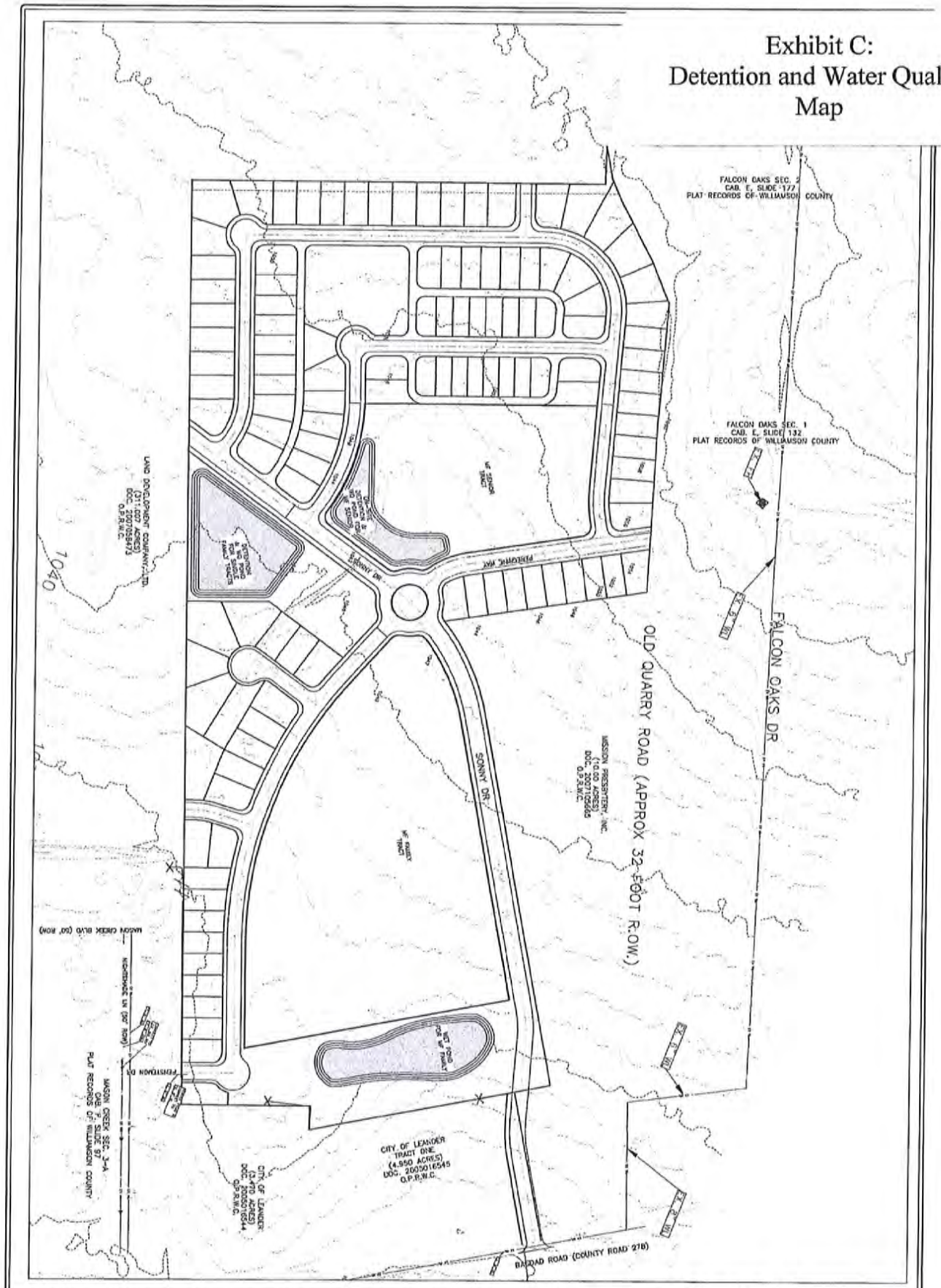
SITE CIVIL PLAN 3	P.U.D. EXHIBIT	REVISIONS	LEANDER SUBDIVISION BAGDAD ROAD LEANDER, TEXAS 78641		AUSTIN CIVIL ENGINEERING, INC. TBPE FIRM # F-10701B 3708 SOUTH LAMAR BLVD., Ste. 200A AUSTIN, TEXAS 78704 PH: (512) 306-0016 FAX: (512) 306-0018

Exhibit B Pg. 2 of 2:
Rendering of Connelly's Crossing

MERRITT COMMUNITIES

architettura

Exhibit C:
Detention and Water Quality Map



SITE CIVIL PLAN	POND EXHIBIT
2	

REVISIONS		
REV. DATE	DESCRIPTION	APPROVED BY

LEANDER SUBDIVISION

BAGDAD ROAD
LEANDER, TEXAS 78641

AUSTIN CIVIL ENGINEERING, INC.
TBPE FIRM # F-001018
2709 SOUTH LAMAR BLVD., Ste. 200A
AUSTIN, TEXAS 78704
PH: (512) 306-001B
FAX: (512) 306-0048

Exhibit D Pg. 1 of 5:
Proposed Architecture
for MF Lot #1

Merritt Legacy

Typical Exterior Elevations

Front Building Elevation to be 100% masonry products

architettura

architettura inc.
609 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

2' 10' 20'

SCALE: 1/8" = 1'-0"

02 Elevation Building Type IVb

01 Elevation Building Type Ia & IIIa

Merritt Legacy
Leander, Texas

architettura
architettura inc.
609 W. 15th Street Suite 140
Plano, Texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Project No 111228

Issue Drawing Log

Sheet Title
Elevations

Drawing No
A4.02

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Exhibit D Pg. 2 of 5:
Proposed Architecture
for MF Lot #1

Merritt Legacy

Typical Exterior Elevations

Front Building Elevation to be 100% masonry products

02 Elevation Building Type Ia & II

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609 west 15th street suite 140
plano, texas 75075
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pollacia@architettura-inc.com

01 Overall Elevation Building Type Ia & II

2' 10' 20'

SCALE: 1/8" = 1'-0"

Merritt Legacy
Leander, Texas

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architettura inc.
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Project No 111220

Issue Drawing Log

Sheet Title:
Elevations Ia IIb & IV

Drawing No.
A4.01

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Exhibit D Pg. 3 of 5:
Proposed Architecture
for MF Lot #1

Merritt Legacy

Typical Exterior Elevations

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plano, texas 75075
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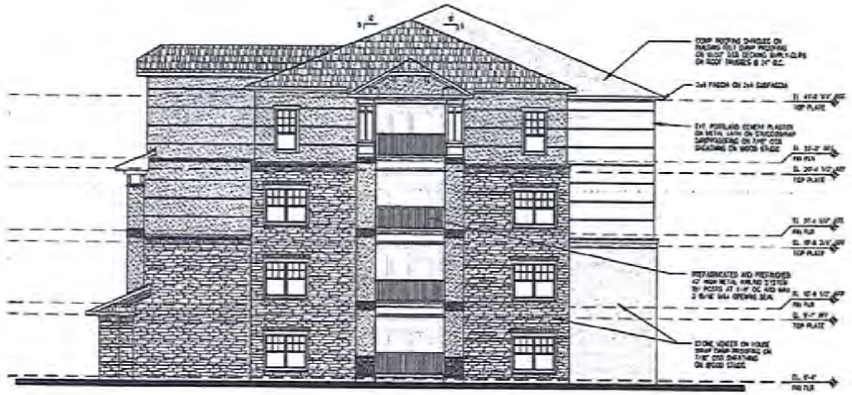
pollacia@architettura-inc.com

Front Building Elevation to be 100% masonry products



02 Elevation Building Type IIIb

01 Elevation Building Type IVa

2' 10' 20'

SCALE: 1/8" = 1'-0"

Merritt Legacy
Leander, Texas

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architettura inc.
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plano, texas 75075
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Project No. 141220

Sheet Drawing Log

Sheet Title: Elevations

Drawing No. A4.04

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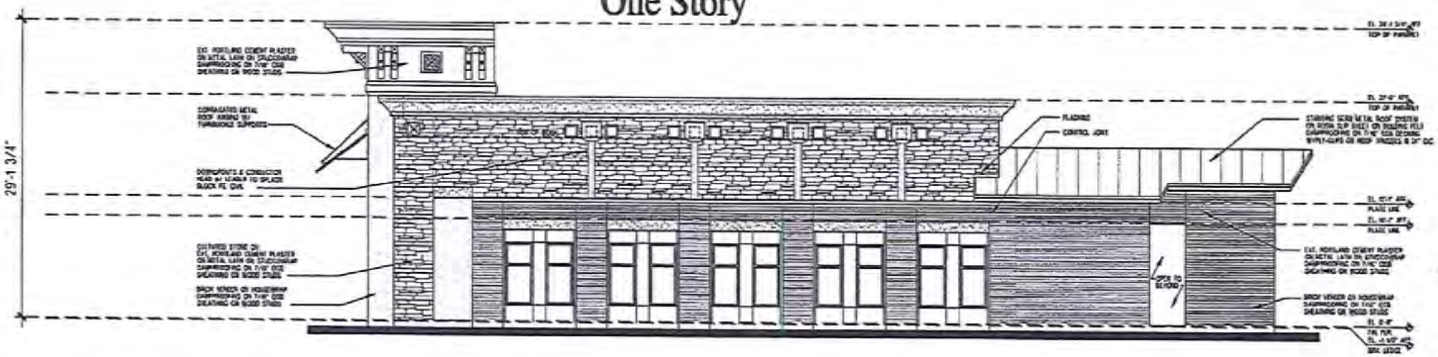
Exhibit D Pg. 4 of 5:
Proposed Architecture
for MF Lot #1

Merritt Legacy

Leasing Office "Clubhouse"
One Story



09 Leasing Office Side Elevation

architettura
architettura inc.
609 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Front Building Elevation to be 100% masonry products

01 Leasing Office Front Elevation

2' 10' 15'
SCALE: 3/16" = 1'-0"

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Merritt Legacy
Leander, Texas

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architettura inc.
609 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

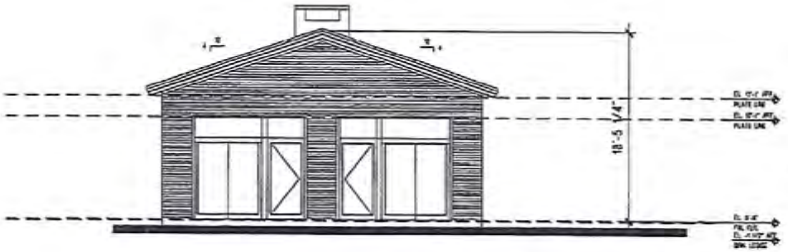
Project No. 111222
Issue Drawing Log

Sheet Title: Leasing Office Elevations
Drawing No. A8.03

Exhibit D Pg. 5 of 5:
Proposed Architecture
for MF Lot #1

Merritt Legacy

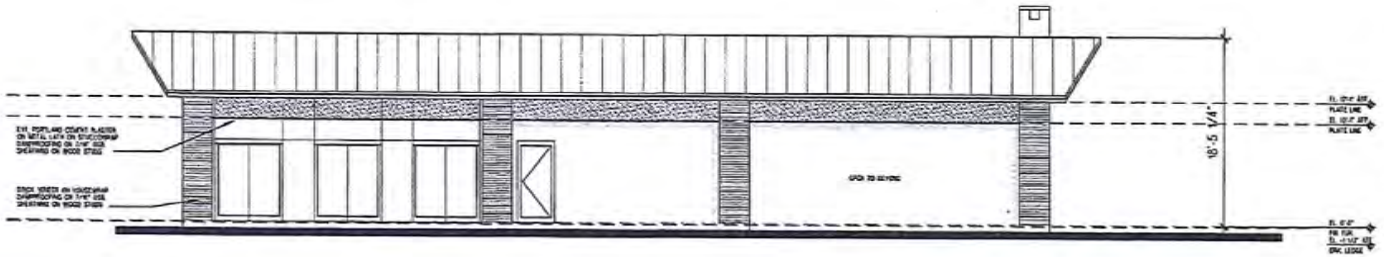
Cabana
One Story



09 Cabana Side Elevation

architettura
architettura inc.
809 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Front Building Elevation to be 100% masonry products



01 Cabana Front Elevation

2' 10' 15'
SCALE: 3/16" = 1'-0"

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Merritt Legacy
Leander, Texas

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architettura inc.
809 west 15th street suite 140
plano, texas 75075
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pollacia@architettura-inc.com

Project No. 110822
Issue: Drawing Log

Sheet Title
Cabana Elevations

Drawing No.
A9.02

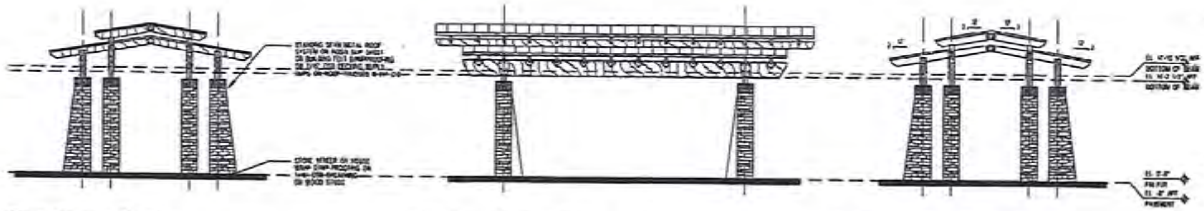
Exhibit E Pg. 1 of 2:
Proposed Architecture
for MF Lot #2

Merritt Estates

Building Type 1 and Club
Four Story

architettura
architettura inc.
609 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Key Plan

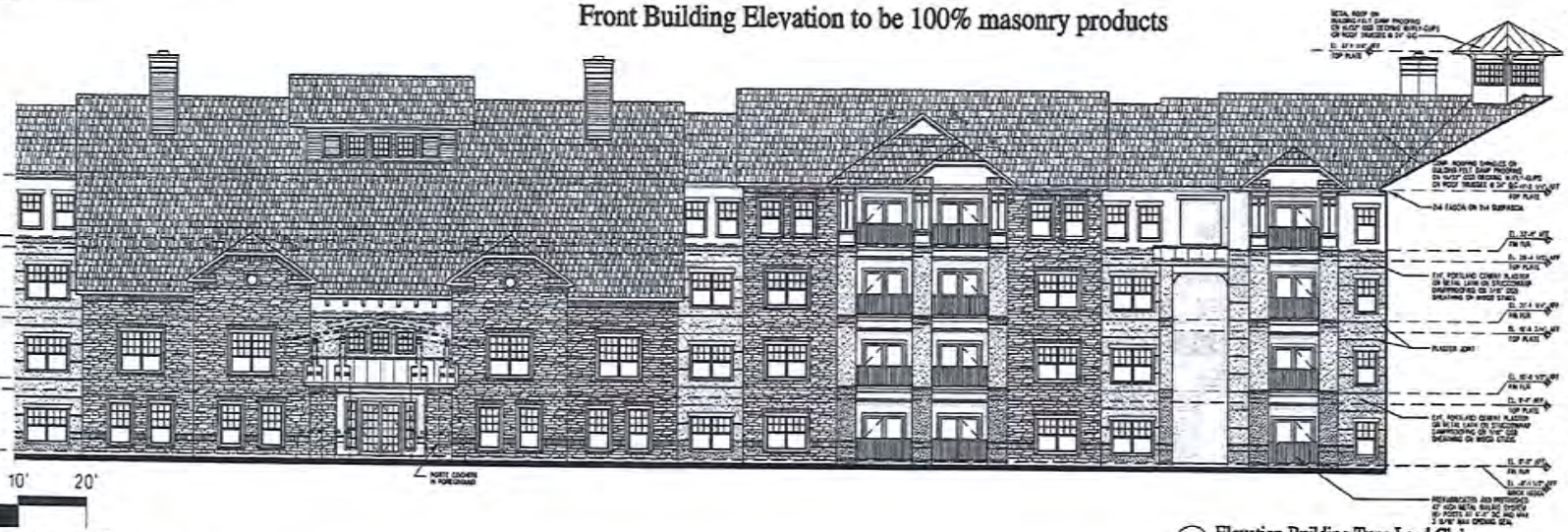


15 Porte Cochere Section

14 Porte Cochere Side Elevation

13 Porte Cochere Front Elevation

Front Building Elevation to be 100% masonry products



2' 10' 20'

SCALE: 1/8" = 1'-0"

01 Elevation Building Type I and Club

Merritt Estates
Leander Texas

Merritt Estates, LTD
3701 North Lamar
Austin, Texas 78705
T. (512) 732-1828
F. (512) 732-1276

architettura
architettura inc.
609 W. 15th St. Suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Project No. 111291
Issue Drawing Log
20 Jan 2006 Permit / Review

Sheet Title:
Elevations

Drawing No.
A4.01

Exhibit E Pg. 2 of 2:
Proposed Architecture
for MF Lot #2

Merritt Estates

Building Type 1 and Club
Four Story

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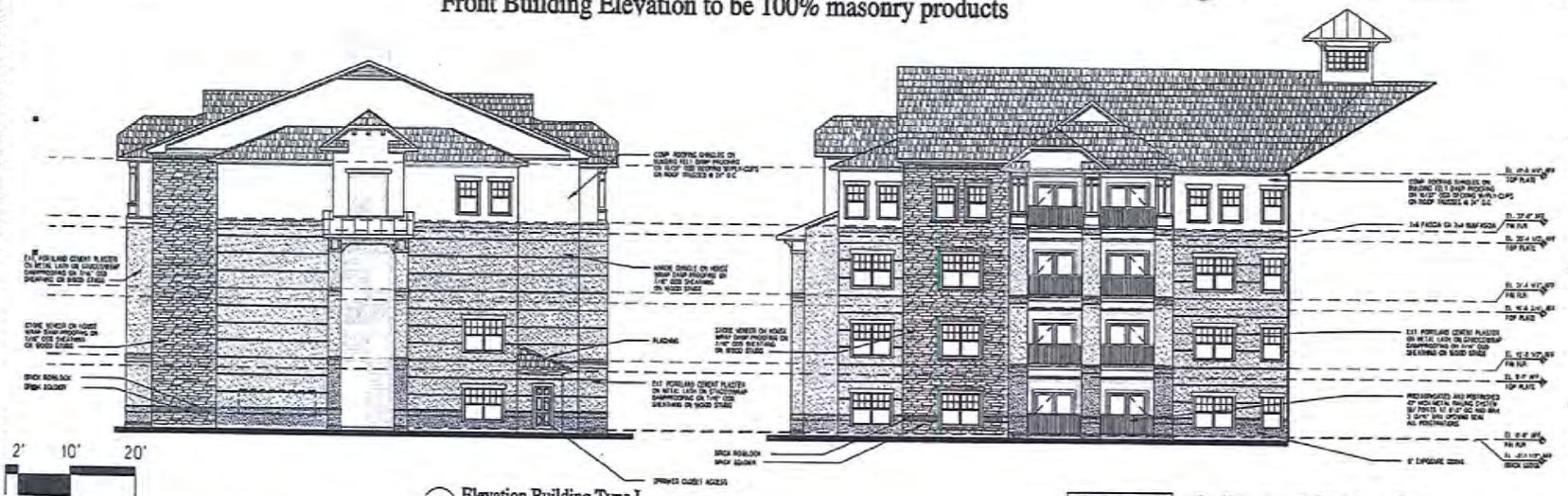
architettura inc.
609 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Key Plan

09 Elevation Building Type I and II

Front Building Elevation to be 100% masonry products



03 Elevation Building Type I

01 Elevation Building Type I

2' 10' 20'

SCALE: 1/8" = 1'-0"

Merritt Estates
Leander Texas

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3701 North Lamar
Austin, Texas 78705
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609 W. 15th St. Suite 140
Plano, Texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Project No 111220

Issue Drawing Log

Sheet Title
Elevations

Drawing No
A4.02

Exhibit F: Proposed Sidewalk and Bench Layout

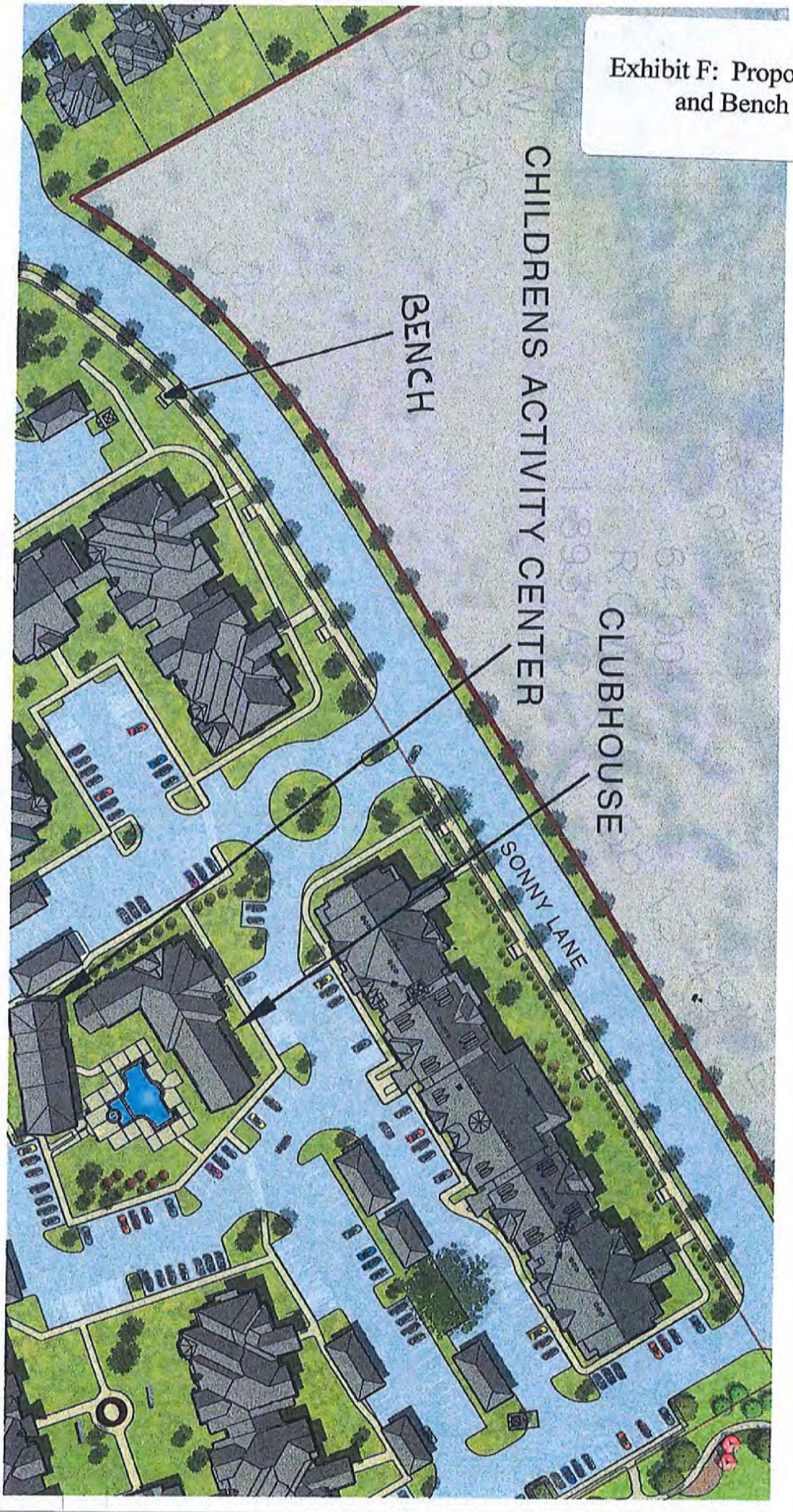
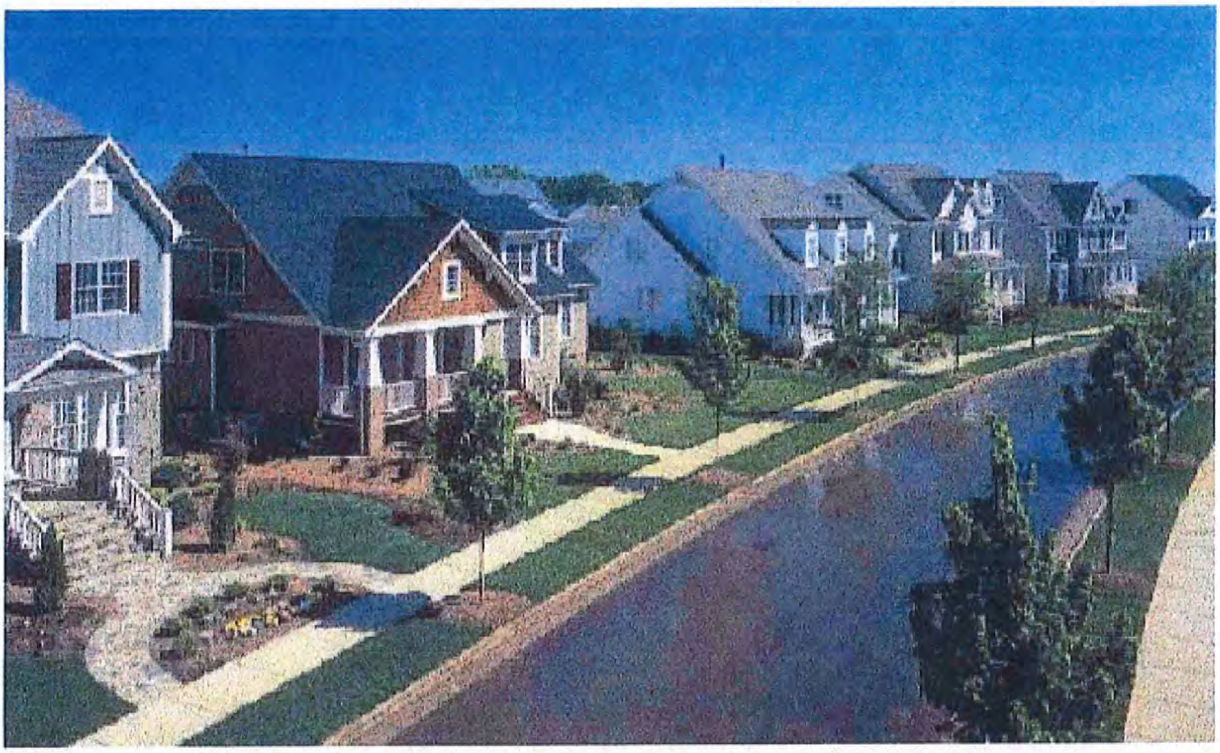


EXHIBIT G – CONCEPTUAL SINGLE FAMILY HOMES



ATTACHMENT #6

Letter of Intent

Summary of Proposed PUD Amendment

Intent of PUD: The intent of the PUD is to create a neighborhood designed to be:

A. ***Neighborly***, with a strong street-orientation, and with porches and entries that promote interaction and socialization among residents and that reinforce the pedestrian scale and character of the community.
B. ***Compatible,*** in scale and character with adjacent structures in the same vicinity.
C. ***Diversity***, a mix of floor plans, elevations, materials, colors and treatments are encouraged to be employed.

Intent of Proposed PUD Amendment: To meet the intent of the PUD while incorporating builder and market feedback in creating a unique, neighborly and diverse neighborhood to serve the residents of Leander.

Proposed Amendments:

Goal: To make the limited number of subdivision lots more cohesive by reducing the single family lot types to two (60 ft lots with street entry and 40 ft lots with alley entry) while implementing the enhanced PUD floor plan and elevation separation requirements. The result is consistent with the intent of the PUD to provide a greater variety of floor plans, elevations, materials, colors and treatments.

1. Rezone MF Lot #2 and a portion of SF Compact (50 ft lots) to Single Family Limited (40 ft lots) with alley access. See Exhibit B
2. Rezone a portion of SF Compact (50 ft perimeter lots) to Single Family Urban (60 ft lots). See Exhibit B

Goal: To provide areas for guest parking that does not impede vehicular circulation through residential areas with alley access garages.

3. For lots zoned Single Family Limited, a minimum of one (1) paved parking space per four lots shall be provided in parking stub outs located inside the right of way. Each parking stub out shall contain a minimum of two parking spaces. See Exhibit C

Goal: Create an enhanced streetscape by diversifying the front setbacks of homes.

4. For non-alley access lots, the setback from the front property line shall be eighteen (18) feet. For Single Family Urban Lots, the front façade (not including the front porch) of a home shall be staggered by a minimum of five (5) feet once every three lots for lots on the same side of the street.

Goal: Clarify intent of PUD and apply 25 ft second story setback from rear property line only to alley access lots.

5. Apply 25 ft two story set back from rear property line only to alley access lots. The 25 ft two story rear setback was intended to provide improved rear architecture on alley accessed lots and prevent towering two story structures abutting alleys. This restriction was not limited to alley lots in original PUD and therefore burdens perimeter lots that do not have alley access.

Goal: To increase floor plan variety, decrease impervious cover, enhance backyards and meet market demand for safety and garage access to kitchen and living areas. This is achieved by allowing more flexibility in garage location on non-alley access lots.

6. On non alley accessed lots, reduce the 50ft garage set back from the front property line to twenty three (23) feet **and** not less than five (5) feet set back from the front facade, not including the front porch, closest to the front property line. This meets the intent of the PUD to promote architectural design that is skillfully employed to reduce the visual effect of a garage on the front elevation.

Exhibit A: Current PUD Zoning Map

Exhibit B: Amended PUD Zoning Map

Exhibit C: Parking Stub Out Dimensions

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE CONNELLY'S CROSSING PLANNED UNIT DEVELOPMENT (PUD) FOR FOUR PARCELS OF LAND; 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 parcel of land, which is herein referred to as the "Property:" That certain parcel of land being 51.88 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 1.864 acres out of the E. D. Harmon Survey; 31.464 acres out of the M. Hornsby Survey; Lots 1 & 2, Block A, Connelly's Crossing Ph 1A; more particularly described in Document Number 2012086293 and Document Number 2012091626, Official Public Records of Williamson County, Texas, and identified by tax identification number R031400, R032159, R517822 and R517823.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the Connelly's Crossing Planned Unit Development (PUD) document for four parcels located adjacent to and west of the Leander Public Library and being south of and along Old Quarry Road and west of South Bagdad Road. (See Exhibits A & 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 16th day of May, 2013.
FINALLY PASSED AND APPROVED on this the 6th day of June, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

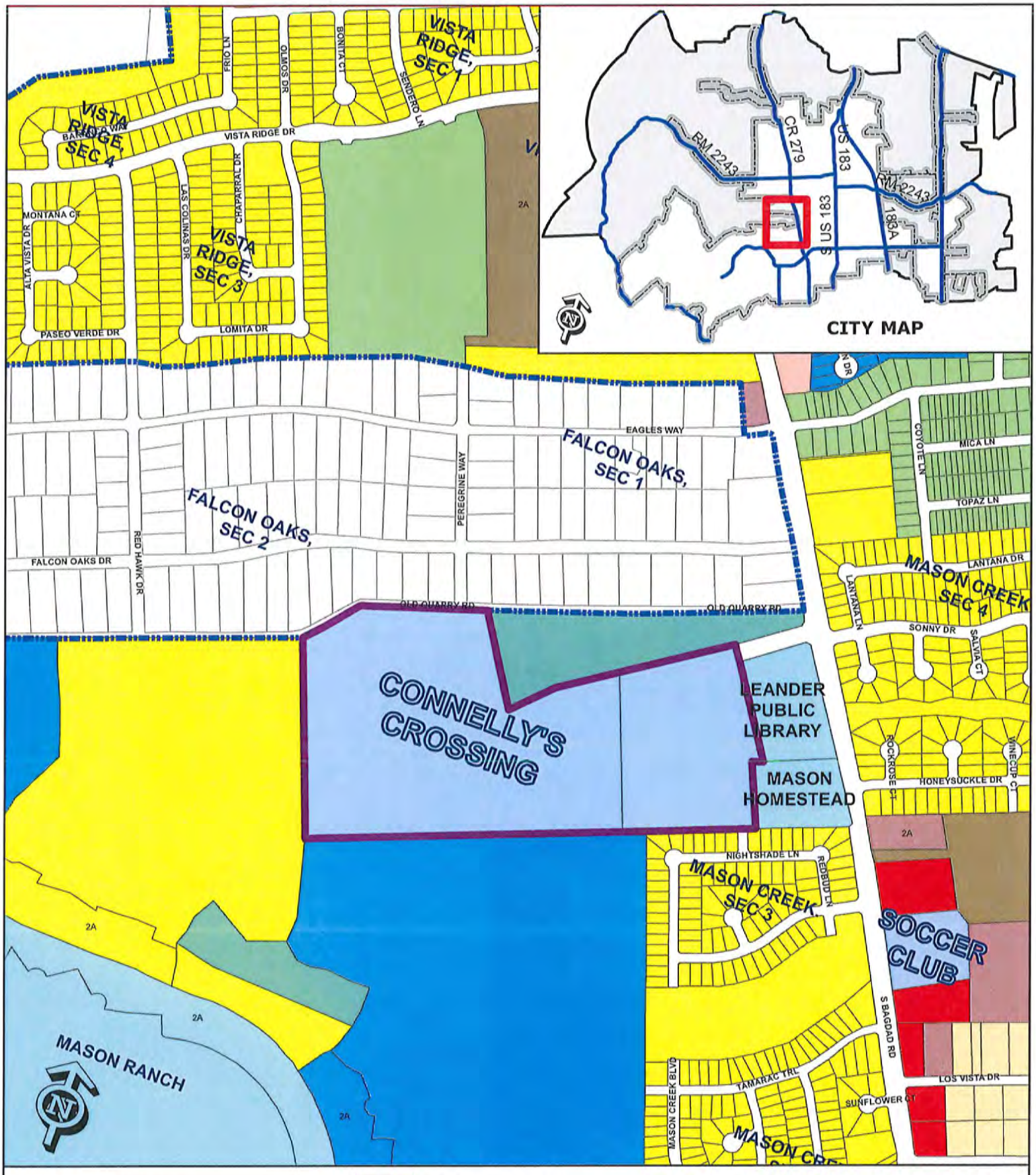


EXHIBIT A

Zoning Case 13-Z-010

Connelly's Crossing
PUD Amendment

Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

SFR SFE SFS SFU SFC SFL
SFT SFU/MH TF MF LO LC
GC LI HI PUD

0 200
Feet

EXHIBIT B

Connelly's Crossing Planned Unit Development – Leander, Texas

General Notes

1. Connelly's Crossing Planned Unit Development ("PUD") with the following purpose and intent:
    a. To create unified development standards;
    b. To allow development which is harmonious with nearby areas;
    c. To provide for the more efficient use of land, resulting in smaller utility networks, safer streets, more open space and lower construction and maintenance costs;
    d. To encourage harmonious and coordinated development by developing plans that better address natural features, community facilities, circulation patterns and surrounding properties and neighborhoods;
    e. To facilitate the development of the tax base, the local economy, population and public facilities;
    f. To provide and result in an enhanced residential and/or work environment for those persons living and/or working within the district; and
    g. To require the application of professional planning and design techniques to achieve overall coordinated mixed-use developments and avoid the negative effects of piecemeal, segregated, or unplanned development.
    h. This PUD includes a mixture of multifamily and single family zoning districts used to promote diverse demographic and economic characteristics. Families, seniors, single workers, young couples and students will live within close proximity of one another promoting a neighborhood that reflects the diversity and richness of the larger Leander community.
    i. Streets are the "connective tissue" of our modern communities. The street pattern is designed to provide efficient vehicular circulation between Bagdad Road through Connelly's Crossing PUD connecting to future development. A traffic circle is utilized to promote a smooth and even flow of traffic safely through the PUD without overburdening neighborhood streets which access single family lots. Multiple connections to Sonny Drive have been carefully configured to discourage cut-through traffic within the single family lots.
    j. The intent of the this PUD is to create a neighborhood designed to be:
        a. ***Neighborly***, with a strong street-orientation, and with porches and entries that promote interaction and socialization among residents and that reinforce the pedestrian scale and character of the community.
        b. ***Compatible,*** in scale and character with adjacent structures in the same vicinity.
        c. ***Diversity***, a mix of floor plans, elevations, materials, colors and treatments are encouraged to be employed.

2. The PUD consists of 51.88 acres (Property) currently in the process of being annexed into Leander, Williamson County, Texas also known as the Meihaus/Moser Property. See Exhibit A

3. Except as otherwise noted, the PUD shall be governed by the Composite Zoning Ordinance of the City of Leander Ordinance No. 05-018-00 (September 2005) as amended through and including the date of this PUD (the Zoning Ordinance)
4. Per Section 10.103(e) of the Leander Code of Ordinances, the City of Leander ("City") agrees a fee in lieu of a traffic impact analysis is appropriate for the Property covered by this PUD.

PUD Neighborhood Site Planning Standards

1. Sonny Drive along MF Lot #1 shall include one-hundred and fifty (150%) percent of landscape requirement creating a continuous vegetative buffer along MF Lot #1 and Sonny Drive.
2. All residential units will be within eight hundred fifty (850') of a neighborhood park (measured from the front entry of the unit to the open space along public streets).

Zoning

1. The base zoning for the Property shall be the following as shown on the map in Exhibit B
    a. SFU-2-B: Single Family Urban – 57 Lots (SFU Lots)
        i. Shall allow accessory dwellings. Accessory dwellings shall be compliant with Article IV Section 6 of the Zoning Ordinance.
        ii. The set back from the front property line shall be a minimum eighteen (18) feet.
        iii.
    b. SFC-2-B: Single Family Compact – 9 Lots (SFC Lots)
        i. Shall allow accessory dwellings. Accessory dwellings shall be compliant with Article IV Section 6 of the Zoning Ordinance.
        ii. The set back from the front property line shall be a minimum of eighteen (18) feet.

    c. SFL-2-B: Single Family Limited – 84 Lots (SFL Lots)
        i. Shall have rear entry garages accessed by alleys.
        ii. In addition to required garage and off street parking requirements, a minimum of one (1) paved parking space per four lots shall be provided in parking stub outs located inside the right of way. Each parking stub out shall contain a minimum of two parking spaces. See Exhibit H.
    d. MF-2-A: Multifamily – 10.939 Acres (MF Lot #1)
        i. Non street facing sides of buildings shall be allowed up to 40% Hardiplank siding.
    e. There shall be three areas designated as parkland as further described below in the Parks section.
    f. Up to twelve (12) single family lots within this PUD may have widths, depths and/or areas up to ten (10%) less than the base zoning requirements.
    g. In addition to (g), for every one foot that a lot is wider or deeper than required, or for every one square foot that a lot is larger than required, another lot may be reduced by the equivalent amount, for up to twelve (12) lots in this PUD being

allowed to have such reduced sizes, and up to ten percent (10%) less than requirements. These prescribed limits in (h) may be increased to up to double these amounts if increased tree or other significant natural protection can be demonstrated.

Parks

1. There shall be three areas reserved for parkland dedication as shown on Exhibit B (The Parks)
2. Parkland Dedication Requirements:

SINGLE FAMILY - 150 lots proposed

Land Dedication requirement
150 lots /100 = 1.5 X 3.5 acres = 5.25 acres required

Land provided:
PARK 1 - 3.33 acres provided/ 1.772 accepted*
PARK 2 - 1.08 acres
PARK 3 - 1.278 acres
Total Credit - 4.13 acres which satisfies land dedication requirement for 118 Lots

Fee in lieu of Land Dedication for 1.12 acres ***
32 lots (150 Lots -- 118 Lots credited for Land Dedication) @ $825.00 per lot = $26,400.00 required fee in lieu of land dedication

Improvement Fee
150 lots @ $350.00 per lot = $52,500.00 required**

*Only partial land credit of 1.772 acres will be accepted for Detention/Water Quality PARK
** Credit for recreational improvements in Parks #2 and #3 will be accepted. No recreational improvement credits for Park #1.
***5.25 acres required land dedication less 4.13 acre credit for land provided (4.13 acres provided satisfies land dedication requirement for 118 Lots)

MULTI-FAMILY - 208 unit Merritt Legacy Project*

Land Dedication requirement
208 units/100 = 2.08 X 3.5 acres = 7.28 acres required

Land Provided
-0-
Fee in lieu
208 X $825.00 = $171,600.00 previously paid by Merritt Legacy Project

Improvement Fee
208 units X $350.00 = $72,800.00 previously paid by the Merritt Legacy Project

* Park land dedication and improvement fees will be calculated based on actual number of multifamily units developed

Detention and Water Quality Improvements

1. All necessary easements shall be granted from Park #1 to the MF Lot #1 for the construction, service and maintenance of a wet pond detention and water quality facility (Wet Pond). The Wet Pond will serve the detention and water quality requirements of the MF Lot #1 and up to 25 single family lots. Appropriate drainage easements shall also be granted from single family lots, MF Lot #1 and Park #1 for drainage flows. See exhibit C
    a. The party constructing improvements on the MF Lot #1 shall be responsible for all costs associated with the construction of the Wet Pond improvements located on Park #1.
    b. All costs associated with the service and maintenance of the Wet Pond, including but not limited to costs associated with maintaining the water level in the Wet Pond as provided in plans approved by the City, shall be the responsibility of the owner of the MF Lot #1 in perpetuity.
    c. The Wet Pond shall be serviced and maintained in good order by the owner of the MF Lot #1 in perpetuity according to plans approved by the City.
2. The Wet Pond will be designed to serve as an aesthetically appealing amenity to Park #1.
3. Detention and water quality improvements as required by the City of Leander Code of Ordinances for the remaining single family lots shall be placed on the detention pond and water quality areas as shown on Exhibit C.
4. This development requires an Edwards Aquifer Contributing Zone Plan.

SINGLE FAMILY LOTS

Variation and Diversity

1. A separation of four (4) lots shall be maintained along the same block face for any floor plan and a separation of eight (8) lots shall be maintained for the same elevation. A two (2) lot separation is necessary across the facing street for any floor plan and four (4) lot separation for the same elevation. Similarly, material/color schemes must vary so that no two homes have the same floor plan, elevation and material/color scheme.
2. For Single Family Urban Lots, the front façade (not including the front porch) of a home shall be staggered by a minimum of five (5) feet once every three lots for lots on the same side of the street. Example #1: if the front facade for lots 1 and 2 is located eighteen (18) feet from the front property line, the front facade for lot 3 shall be located a minimum of 23 feet from the front property line. Example #2: if the front façade for lot 5 is located (20) twenty feet and lot 6 is located twenty three (23) feet from the front property line, the front façade for lot 7 shall be located eighteen (18) feet or more than twenty eight (28) feet from the front property line. Exhibit I includes a front setback plan for each lot included in a Phase. This exhibit is conceptual and will be finalized at the construction phase of the subdivision process.

3. To the extent practicable, a mix of single, one-and one-half, and two (2) story homes are encouraged to be introduced along a block face.

Building Height and Massing

1. For lots with alley access, the two (2) story portion of the main house shall be set back by at least twenty five (25') feet from the rear property line.
2. It is encouraged to employ changes in volume and plane, sloping roofs, and porches to reduce the perceived scale of the structure.
3. Except as noted herein, setbacks and building heights for the single family lots shall meet the requirements of the City of Leander Code of Ordinances.

Garages and Alleys

1. As shown on Exhibit B, single family lots which are accessed by an alley shall be restricted from having a garage facing the front property line. Garages for single family lots accessed by an alley shall be located towards the rear of the lot and shall be accessible only from the alley.
2. Lots not having alley access shall have garages set back from the front property line by a minimum distance of twenty three (23') feet and not less than five (5) feet from the front facade of the home, not including the front porch, closest to the front property line. This serves to promote architectural design that is skillfully employed to reduce the visual effect of a garage on the front elevation.

Sidewalks

1. Sidewalks shall be constructed as required by the Composite Zoning Ordinance. Connelly's Crossing PUD is designed to facilitate a new urbanism design with a pedestrian friendly environment that encourages pedestrian access throughout the PUD and to the City of Leander Library, neighborhood parks and their amenities.
2. Sonny Drive along the MF Lot #1 shall have a six (6) foot sidewalk with bump outs for benches every 100 – 150 feet. See Exhibit F

Porches

1. All SFL-2-B Lots and SFC-2-B Lots shall have ground level front or corner porch with a minimum area of eighty (80) square feet.
2. All SFU Lots shall have ground level front or corner porch with a minimum area of 100 square feet and a minimum depth of seven feet.
3. Porches and finish floors shall be clearly delineated from the front yard with at least a twelve (12") inch grade change.
4. The use of columns and open railings is strongly encouraged. Such columns and open railings shall be compliant with the City of Leander Code of Ordinances.

MULTIFAMILY LOTS

Architecture

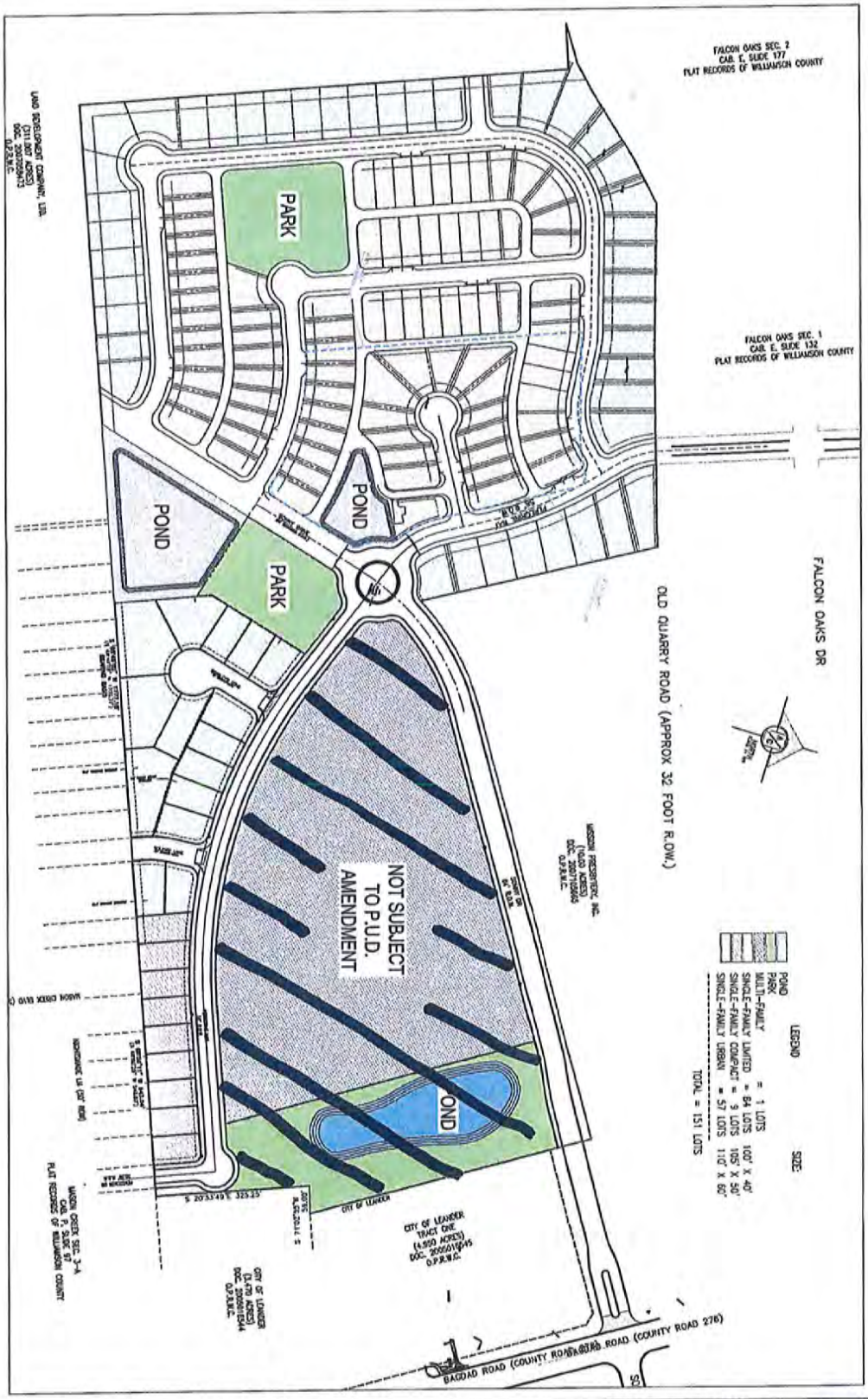
1. The architecture of improvements constructed on the MF Lot #1 shall be substantially similar to Exhibit D and in compliance with the architectural component Type A of the Composite Zoning Ordinance subject to any modifications allowed in this PUD.
    a. MF Lot #1 intends to utilize the "Great Street" concepts along Sonny Drive to create a pedestrian friendly atmosphere with a strong sense of place and orientation that facilitates a connection between the residential units in the PUD and the City of Leander library and the Mason Homestead.
    b. Sonny Drive along MF Lot #1 shall include 150% of the landscaping required by the City of Leander Code of Ordinances. The extensive landscaping is intended to create a continuous vegetative buffer along six (6) foot sidewalks which include benches that promote pedestrian traffic. The sidewalk and bench layout shall be substantially similar to Exhibit F.
    c. MF Lot #1 shall provide parking that is largely invisible from Sonny Drive substantially similar to Exhibit F.

Setbacks

1. In efforts to promote an urban feel and setting, the building setback for MF Lot #1 along Sonny Drive shall be fifteen (15) feet from the Right of Way.
    a. Within this fifteen (15) foot setback and/or the Sonny Drive right of way, a six (6) foot sideway shall be constructed with bump outs for benches every 100 – 150 feet. Exhibit F.
        i. Appropriate easements for the any sidewalks or benches located outside the right of way shall be granted to the City.
    b. Within this fifteen (15) foot setback, landscaping requirements shall be 150% of the City of Leander Code of Ordinance landscape requirements.
2. All other setbacks in this PUD shall be compliant with the Composite Zoning Ordinance.

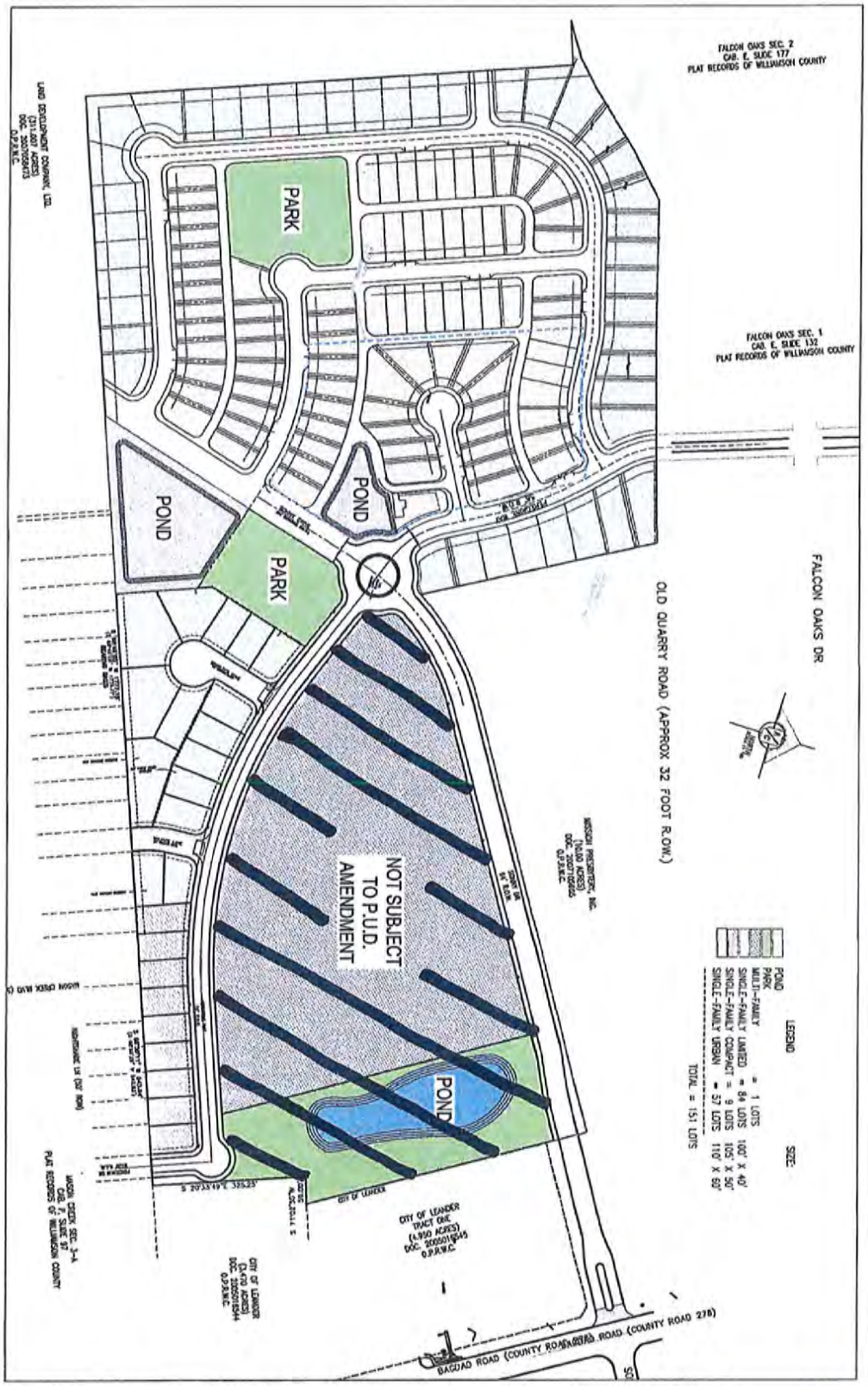
Exhibit A: Survey 51.88 Acre Meihaus Tract
Amended Exhibit B: Base Zoning and Rendering of Connelly's Crossing
Amended Exhibit C: Detention and Water Quality Map
Exhibit D: Proposed Architecture for MF Lot #1
Exhibit E: NA
Exhibit F: Proposed Sidewalk and bench layout along MF Lot #1 and Sonny Drive
Exhibit G: Conceptual Single Family Homes
Exhibit H: Parking Stub Out Dimensions
Exhibit I: Single Family Urban Front Setback Map

EXHIBIT B
BASE ZONING DISTRICT



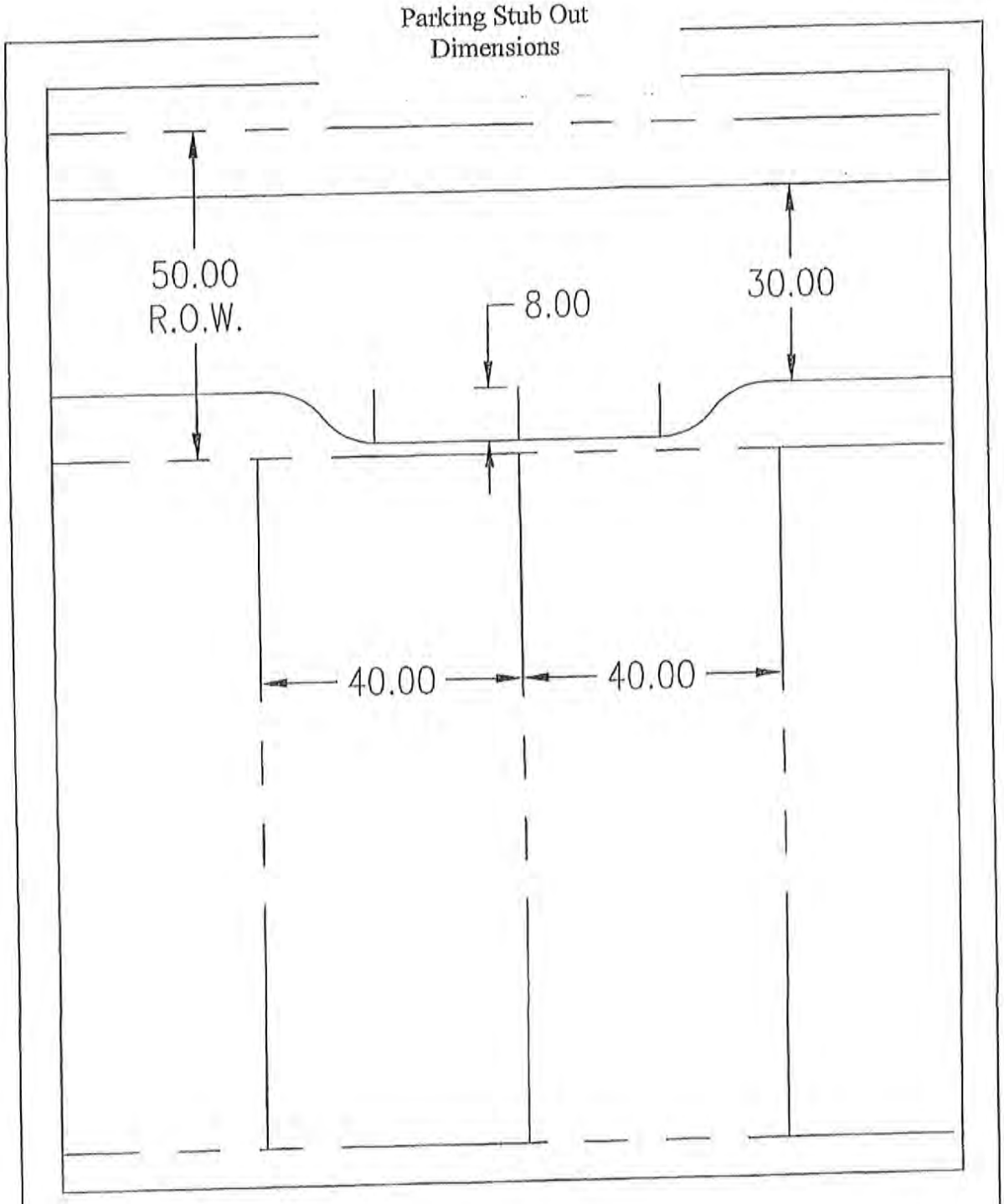
SITE CIVIL PLAN			CONNELLY'S CROSSING PUD EXHIBIT 2 BAGDAD ROAD		AUSTIN CIVIL ENGINEERING, INC. TBPE FIRM # F-001018 2700 SOUTH LAMAR BLVD., Ste. 203A AUSTIN, TEXAS 78704 PH: (512) 306-0018 FAX: (512) 306-0048

EXHIBIT C
DETENTION AND WATER QUALITY
MAP



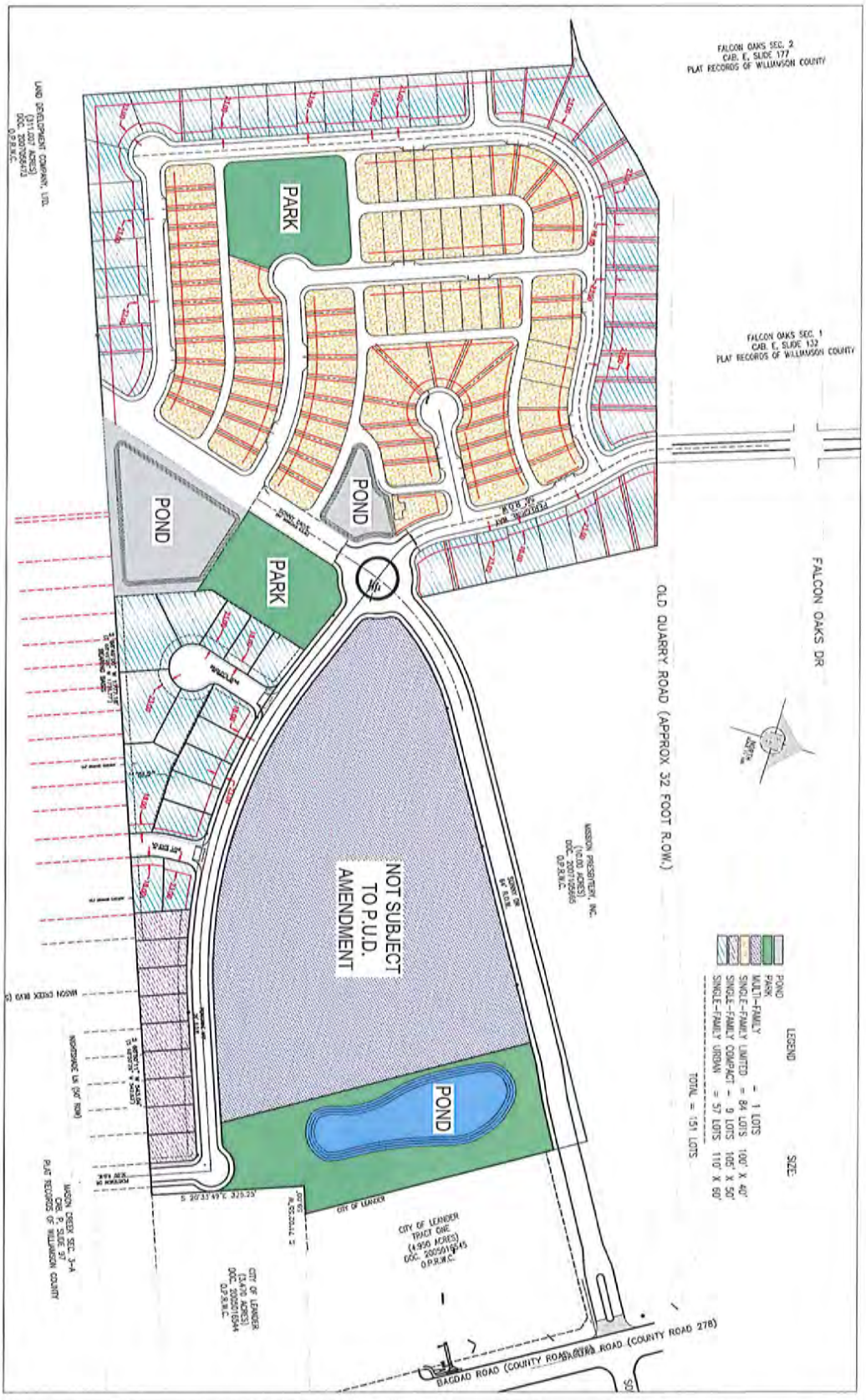
SITE CIVIL PLAN			REVISIONS: REV. DATE / DESCRIPTION / APPROVED BY	CONNELLY'S CROSSING PUD EXHIBIT 2 BAGDAD ROAD	AUSTIN CIVIL ENGINEERING, INC. TBPE FIRM # F-00101B 3708 SOUTH LAMAR BLVD., Ste. 203A AUSTIN, TEXAS 78704 PH: (512) 306-0018 FAX: (512) 308-0048

Exhibit H
Parking Stub Out
Dimensions



STANDARD NO.	PARKING DETAIL	AUSTIN CIVIL ENGINEERING, INC.
	N.T.S.	TBPE FIRM # F-001018 2706 SOUTH LAMAR BLVD., Ste. 200A AUSTIN, TEXAS 78704 PH: (512) 306-0018 FAX: (512) 306-0048

EXHIBIT I
VARIED SETBACKS



SITE CIVIL PLAN			REVISIONS REV. DATE / DESCRIPTION / APPROVED BY	CONNELLY'S CROSSING PUD EXHIBIT 2 BAGDAD ROAD	AUSTIN CIVIL ENGINEERING, INC. TBPE FIRM # F-00708 2708 SOUTH LAMAR BLVD., Ste. 200A AUSTIN, TEXAS 78704 PH. (512) 306-0018 FAX. (512) 306-0048

AGENDA ITEM # 12

Executive Summary

June 6, 2013

Council Agenda Subject: Authorize purchase of 2013 Chevy Tahoe for the Police Department.

Background: We are seeking to replace a 2002 Ford Explorer originally purchased in 2001 that is currently shared extensively by communications personnel, administrative staff, and the evidence technician on a daily basis. This vehicle has reached is useful life span(120,000+ miles) and has begun to require significant maintenance investments, as well as requiring a pending overhaul of the motor and drive-train at a projected cost of $5,000. The vehicle is to be purchased from Reliable Chevrolet, Richardson, Texas through State of Texas contract #071-072-A1. Additional equipment from Whelen and GT Distributors will also be purchase to outfit the vehicle.

Origination: Greg Minton, Chief of Police

Financial Consideration: $31,900 (Vehicle Replacement Fund 14-41-7000)

Recommendation: Staff requests approval of purchase from Reliable Chevrolet, Richardson, Texas in the amount of $26,280.68 through State of Texas contract 071-072-A1 along with necessary equipment and markings.

Attachments: Reliable Chevrolet quote; GT Distributors equipment; Whelen equipment

Prepared by: Greg Minton, Chief of Police

Quotation

Mainstreet installers
1111 WEST ABRAM
ARLINGTON,TX 76013
817-459-2001

WHELEN

DATE MAY 13 2013
Quotation valid until: 60 Days After Quote
Prepared by: **John Cully**

Bill To:
CITY OF LEANDER POLICE

Customer ID

Comments or special instructions: BUY BOARD CONTRACT NUMBER: 358-10

Qty	Part #	Description	Unit Price	Net	Ext.
1	**19 HRS LABOR**	INSTALL INNER EDGE, LINZ6'S ON SIDE OF PUSH BUMPER, 2 DUAL AVENGERS, 4 IONS ON RUNNING BOARDS, OUTER EDGE, HEADLIGHT FLASHER, CONSOLE, PUSH BUMPER, SIREN SPEAKER			**$ 1,560.00**
		SELF CONTAINED SIREN AND CONTROL BOX, AND CUSTOMER SUPPLIED RADIO			

Subtotal / wo Tax	
tax	
Installation	
Shipping	
Total	**$ 1,560.00**

Quote	QTE0065580
Date	5/13/2013
Page:	1

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Bill To:

Leander Police Department (TX)
Attn: Accounts Payable
P.O. Box 319
Leander TX 78641

Ship To:

Leander Police Department (TX)
705 Leander Drive
Attn: Lt. Jackson Mitchell
Leander TX 78641

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
WHELEN	000017	BF	FACTORY DIRECT	NET 15	0/0/0000	1,018,586

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	WE-IM13UF8*	Whelen Inner Edge 8 Led 2011 Tahoe	EA	$784.30	$784.30
2	WE-LINZ6J	Whelen Split Red Blue LED Lighthead	EA	$79.99	$159.98
2	WE-AVN2RB	Whelen-Avenger Linear LED-Red-Blue	EA	$188.00	$376.00
4	WE-IONSMJ	Whelen ION Surface Mt. Split RB	EA	$94.60	$378.40
1	WE-OE13UR8	Whelen Outer Edge 8 LED Rear Tahoe	EA	$697.40	$697.40
1	WE-295SLSA6	Whelen-Siren with 9 Switch Control	EA	$309.90	$309.90
1	WE-SA315P	Whelen 100W Composite Speaker	EA	$169.90	$169.90
1	WE-SAK9	Whelen Univ.-Swivel Mt. Bracket	EA	$19.50	$19.50
1	WE-SSFP0SI6	Whelen-100% SS Head Light-Tail Light Flashe	EA	$55.55	$55.55
1	PG-PB57T11LEDRB*	Progard Push Bumper Red Blue LED Tahoe	EA	$673.40	$673.40
1	HS-C-VS-0813-TAH-1*	Havis VS Console 2012 Tahoe 21"	EA	$266.80	$266.80
1	HS-C-CUP2-I*	Havis Shield-4 Inch High Plate-2 Cup Holders	EA	$29.10	$29.10
1	HS-C-ARM-102*	Havis Shield Mounted Arm Rest	EA	$47.80	$47.80

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Peter Hernandez
Buyboard contract pricing
#363-10

Subtotal	$3,968.03
Misc	$0.00
Tax	$0.00
Freight	$100.00
Total	$4,068.03

QUOTE

RELIABLE CHEVROLET

HOME OF THE ENFORCER POLICE PACKAGE

DATE: May 13, 2013

INVOICE #

REMIT ADDRESS:
800 North Central Expressway
Richardson, Texas 75080
Phone: 972-952-1561
Fax: 972-952-8172
Email: dadams@reliablechevrolet.com

FOR: QUOTE GOOD FOR AS LONG AS
CONTRACT VALID AND UNIT ORDERABLE

CC10706 PPV
BLACK
2013 MODEL

BILL TO: CITY OF LEANDER
JACKSON MITCHELL

IN STOCK TODAY

Estimated time of delivery to dealer of 2013 after receipt of PO is 85-105 days for all but Caprice

Estimated time of delivery to dealer of 2013 after receipt of PO is 145-160 days for Caprice

Turnkey estimated time of delivery of unit being upfitted is 5-7 weeks after receipt of vehicle

THIS QUOTE IS BASED ON:
STATE OF TEXAS CONTRACT 071-072-A1

DESCRIPTION	AMOUNT
(1) CC10706 PPV - TAHOE PPV - ITEM 468CLE	25679.00
INCLUDES ALL THE STD ITEMS ON THE MODEL PLUS STATE REQUIRES:	
G80 - LOCKING DIFFERENTIAL	INCLUDED
PLUS THE FOLLOWING OPTIONS AS ORDERED ON E-FLEET UNIT:	
9G8 - DAYTIME RUNNING LAMP DELETE	0.88
K5T - DUAL BATTERY	167.20
7X6 - LH SPOTLAMP	404.80
UTQ - CONTENT THEFT ALARM DISABLED	8.80
UPFITTERS THAT I USE	
PROFESSIONAL SAFETY SYSTEM - RICHLAND HILLS	
PRIORITY PUBLIC SAFETY - VAN ALSTYNE	
PURSUIT SAFETY - ROYCE CITY	
DFW COMMUNICATIONS - FORT WORTH (161@ 30)	
VK3 FRONT LICENSE PLATE FRAME IS FORCED ON IN TEXAS @ N/C	
EXTERIOR COLOR IS BLACK	
DELIVERY INCLUDED WHEN USING STATE OF TEXAS CONTRACT	
CREATE YOUR PO AT WWW.TXSMARTBUY.COM OR WWW.WINDOW.STATE.TX.US.	
FOR ASSISTANCE WITH PO, CALL BRYANT CLAYTON, 512-463-6059	

SUBTOTAL	$	26,260.68
TAX RATE		0.00%
SALES TAX		-
OTHER		
TOTAL	$	26,260.68

STOCK UNITS CANNOT BE HELD WITHOUT LETTER OF INTENT TO PURCHASE or PO

Make all checks payable to **RELIABLE CHEVROLET**. If you have any questions concerning this invoice, contact:
Doug Adams, Fleet and Commercial Manager
972-952-1561 direct line, 972-952-8172 fax, dadams@reliablechevrolet.com

THANK YOU FOR YOUR BUSINESS!

AGENDA ITEM # 13

Executive Summary

June 06, 2013

Agenda Subject:	Subdivision Case #12-CP-001: Hold a public hearing and consider action on the NWC Crystal Falls at 183A Concept Plan, for 5.876 acres more or less; WCAD Parcels #R351261, R395924, R472317, and R472206; generally located at the northeast corner of E Crystal Falls Parkway and 183A Toll Road, 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 that require approval of the Planning & Zoning Commission.
Origination:	Applicant/Agent: T. Walter Hoysa, P.E. (Longaro & Clarke) on behalf of 2951 Williams Drive, Ltd.
Financial Consideration:	None
Recommendation:	Staff recommends approval of the concept plan. This concept plan proposes three phases of commercial development. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning & Zoning Commission unanimously recommended approval of the concept plan at the May 23, 2013 meeting.
Attachments:	1. Concept Plan
Prepared By:	Tom Yantis, AICP Planning Director 05/23/2013

NWC CRYSTAL FALLS AT 183A CONCEPT PLAN

LOCATION MAP
NTS

INDEX TO SHEETS

1 100 SCALE CONCEPT PLAN (PL 0)
2 EXISTING CONDITIONS DRAINAGE AREA MAP (DM 1)
3 FULLY DEVELOPED DRAINAGE AREA MAP (DM 2)

UTILITY PROVIDERS

WATER:	CITY OF LEANDER	WATERSHED: [illegible] CREEK
WASTE WATER:	CITY OF LEANDER	
ELECTRIC:	P.E.C.	COUNTY: WILLIAMSON
TELECOMMUNICATIONS:	AT&T	
CABLE:	TIME WARNER	SUBMITTAL DATE: JANUARY 27, 20[illegible]

OWNER:	ENGINEER:	SURVEY BY:
[illegible] WILLIAMS GROUP, LTD	LONGARO & CLARKE	CHAPARRAL PROFESSIONAL
[illegible] WEST 6TH STREET, STE 200	7501 NORTH CAPITAL OF TEXAS HWY	LAND SURVEYING, INC
AUSTIN, TEXAS 78701	BUILDING A, STE 250	3500 MCCALL LANE
(512) 476-7[illegible]	AUSTIN, TEXAS 78731	AUSTIN, TEXAS 78744
	(512) 306-0228	(512) 443-1724
	(512) 306-0338 FAX	

NOTES:

1. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF LEANDER PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
2. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF LEANDER CODE OF ORDINANCES, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
3. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS, WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF LEANDER. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
5. SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF LEANDER PRIOR TO ANY CONSTRUCTION.
6. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION OF ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
7. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
8. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF LEANDER.
9. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
10. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS TO BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.
11. DEVELOPER SHALL BE RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
12. TEMPORARY AND PERMANENT EASEMENTS TO BE PROVIDED AS REQUIRED FOR OFF-SITE WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS.
13. THIS SITE IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. DEVELOPMENT OF THIS SITE WILL COMPLY WITH ALL APPLICABLE TCEQ EDWARDS AQUIFER RULES.
14. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS IN THE SUBDIVISION AND ON THE SUBDIVISION SIDE OF EAST CRYSTAL FALLS PARKWAY AND US 183A. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
15. A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION.
16. FISCAL SURETY FOR SUBDIVISION CONSTRUCTION, IN A FORM ACCEPTABLE TO THE CITY OF LEANDER, SHALL BE PROVIDED PRIOR TO PLAT APPROVAL BY THE PLANNING AND ZONING COMMISSION.
17. BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER.
18. THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS.
19. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF THE STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL NO. 48491C0[illegible]E, DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY.
20. ALL LOTS CONTAINED IN THIS SUBDIVISION AND USERS THEREOF SHALL HAVE RECIPROCAL ACCESS FOR INGRESS AND EGRESS THROUGH ALL DRIVE LANES, FIRE LANES AND DRIVEWAYS.
21. A REGISTERED PROFESSIONAL ENGINEER SHALL PERFORM A TIA OR A TIA FEE OF $[illegible] PER AVERAGE DAILY TRIPS SHALL BE PAID AT THE SITE DEVELOPMENT PERMIT STAGE IF THE PROPOSED DEVELOPMENT EXCEEDS 2,000 AVERAGE DAILY TRIPS.
22. JOINT USE ACCESS FOR ALL LOTS SHALL BE DESIGNATED WITH FINAL PLAT.
23. TOTAL CUMULATIVE DISTURBANCE OF PHASES ONE AND TWO SHALL BE LESS THAN 5 ACRES IN ACCORDANCE WITH THE [illegible].

DATE: 5/7/13

LAND USE SUMMARY

TOTAL ACREAGE	5.876 ACRES
NUMBER OF BLOCKS	1
ZONING	GC-3-A
PROPOSED USE	COMMERCIAL
DEVELOPMENT DENSITY	1 LUE PER 0.[illegible] AC
NUMBER OF REQUIRED LUES	[illegible]
TAPPING VOLUME	N/A
ANTICIPATED TIMING OF PROPOSED PHASES OF DEVELOPMENT	PHASE 1 - JULY 20[illegible] PHASE 2 - JANUARY 20[illegible] PHASE 3 - JANUARY 20[illegible]

LEGAL DESCRIPTION:

A 5.876 ACRE TRACT IN THE E.D. HARMON SURVEY, ABST. NO. 6, CONSISTING OF A 0.3156 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2006045415 AND A PORTION OF A 65.59 TRACT DESCRIBED IN DOCUMENT NO. 2004002[illegible] OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. BOTH CONVEYED BY WARRANTY DEED DATED SEPTEMBER 14, 2010 AND RECORDED IN DOCUMENT NO. 2010062565 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE TABLE			
No.	BEARING	LENGTH	(RECORD)
L1	S69°34'20"W	171.10'	(S69°35'33"W)
L2	N69°17'08"E	166.93'	(N70°58'50"E 166.97')
L3	N20°54'17"W	160.00'	(N19°24'45"W 160.11')
L4	N20°53'38"W	118.80'	(N19°35'07"W)
L5	S29°13'21"E	140.12'	

CURVE TABLE							
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING	(RECORD CHORD)
C1	2°31'57"	5749.58'	127.09'	254.14'	254.12'	S31°53'09"E	(S31°54'29"E 254.12')
C2	4°56'33"	2844.79'	122.77'	245.40'	245.32'	S30°40'54"E	(S30°42'14"E 245.28')

NOTE:

RECORD EASEMENTS HAVE BEEN SHOWN HEREON OR LISTED AS IDENTIFIED BY A CURRENT TITLE COMMITMENT PROVIDED BY INDEPENDENCE TITLE COMPANY.

LEGEND:

- PROPOSED PROPERTY BOUNDARY
- PROPOSED LOT LINE
- PROPOSED PHASE LINE
- PROPOSED EASEMENT
- PROPOSED SIDEWALK

CRYSTAL FALLS PARKWAY

CONCEPT PLAN

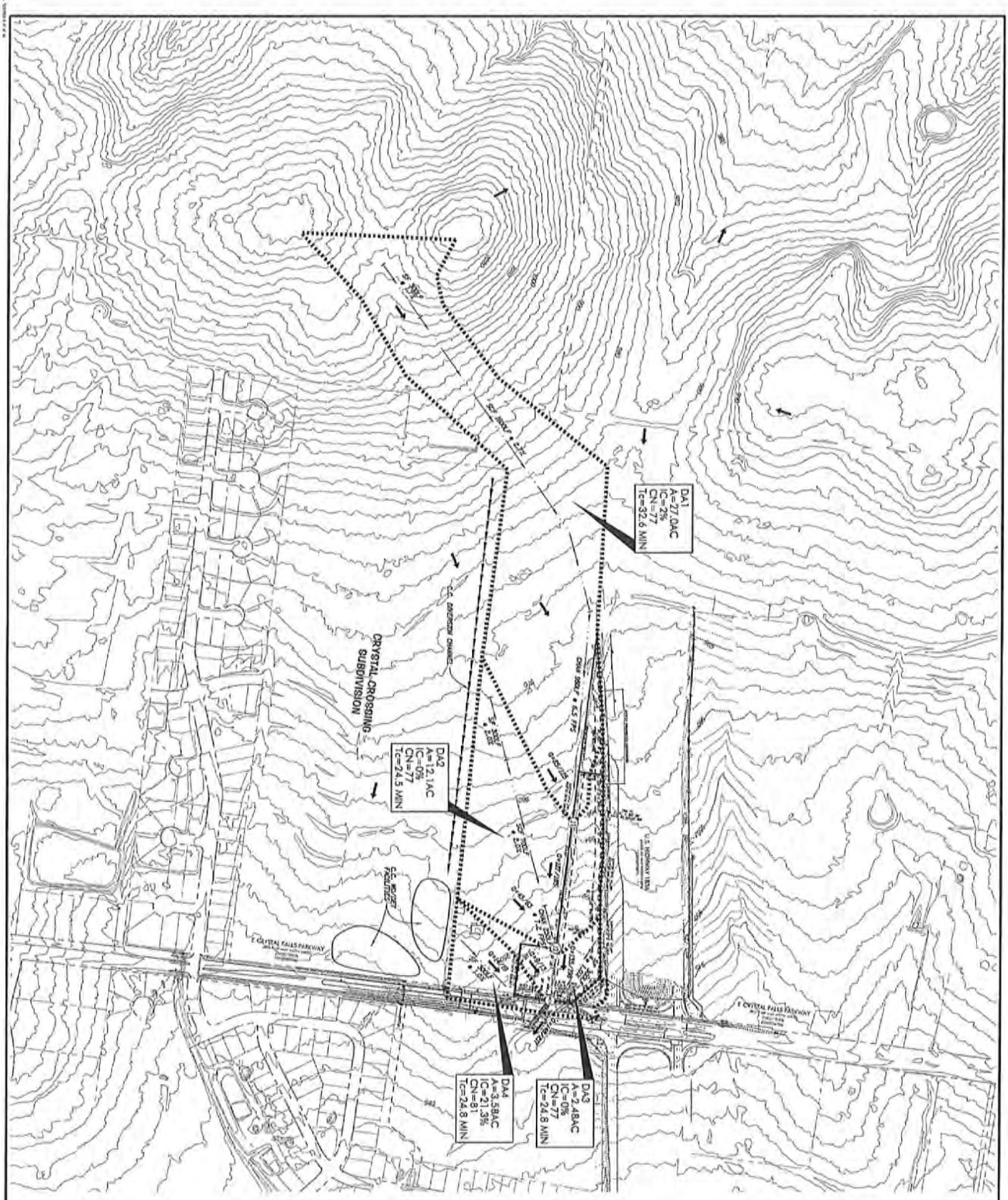
100 SCALE CONCEPT PLAN

STATE OF TEXAS
T.N. ROYSA
100072
5.7.13

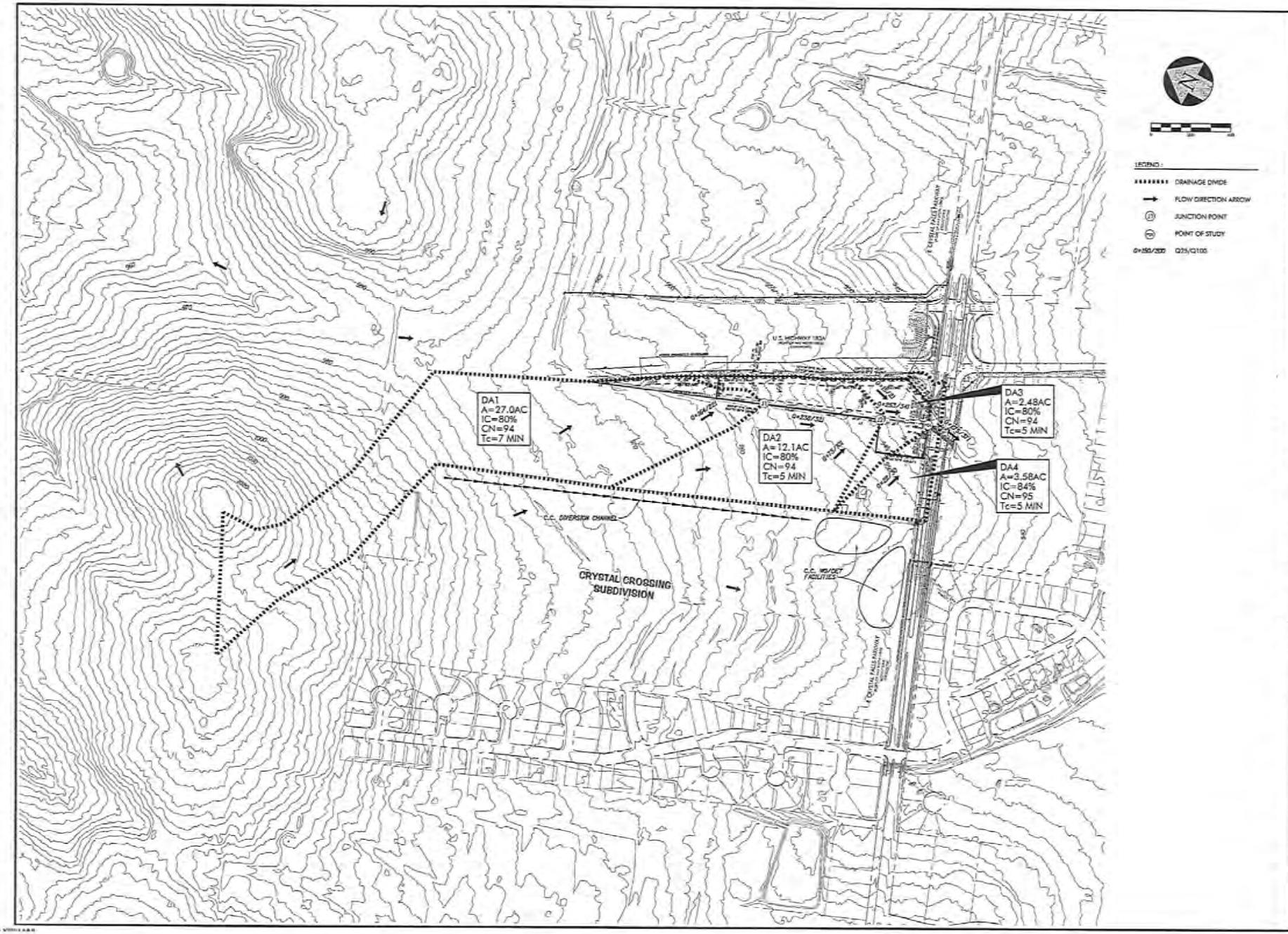
LONGARO & CLARKE
Consulting Engineers

PL0

1 / 3



2/3	DM1	LONGARO & CLARKE Consulting Engineers	CRYSTAL FALLS PARKWAY CONCEPT PLAN EXISTING CONDITIONS DRAINAGE AREA MAP



CRYSTAL FALLS PARKWAY

CONCEPT PLAN

FULLY DEVELOPED DRAINAGE AREA MAP

STATE OF TEXAS
T.W. HOYSA
100072
PROFESSIONAL ENGINEER

5/7/13

LONGARO & CLARKE
Consulting Engineers

DM2

3/3

Public Hearing

5. Subdivision Case #12-CP-001: Hold a public hearing and consider action on the NWC Crystal Falls at 183A Concept Plan, for 5.876 acres more or less; WCAD Parcels #R351261, R395924, R472317, and R472206; generally located at the northwest corner of E Crystal Falls Parkway and 183A Toll Road, Leander, Williamson County Texas. Applicant/Agent: T. Walter Hoysa, P.E. (Longaro & Clarke) on behalf of 2951 Williams Drive, Ltd.

a) Staff Presentation

Robin Griffin, Planner, stated that staff reviewed the request and it has staff approval.

b) Applicant Presentation

Walter Hoysa was present for questions.

c) Open Public Hearing

Vice Chairman Abruzzese opened the public hearing.
No one wished to speak

d) Close Public Hearing

Vice Chairman Abruzzese closed the public hearing.

e) Discussion

Some discussion took place

f) Consider Action

Commissioner Seiler motioned to approve with staff recommendation, Commissioner Stephenson seconded the motion. Motion passed unanimously.

6. Subdivision Case #13-PP-002: Hold a public hearing and consider action on the Villas at Vista Ridge Preliminary Plat for 18.732 acres more or less; WCAD Parcels #R031366 and R430360; located at the southwest corner of Vista Ridge Drive and South Bagdad Road, Leander, Williamson County Texas. Applicant/Agent: Geoff Guerrero (Carlson, Brigance & Doering), on behalf of SDC West Brook Partners, LP

a) Staff Presentation

Robin Griffin, Planner, stated that staff reviewed the request and it has staff approval.

b) Applicant Presentation

Geoff Guerrero answered Commissioners questions.

AGENDA ITEM # 14

Executive Summary

June 06, 2013

Agenda Subject:	Zoning Case 13-Z-011: Hold a public hearing and consider action on the rezoning of a parcel located at 205 Brushy St. for 0.355 acres more or less; Parcels #R036130. Currently, the property is zoned SFU-2-B (Single Family Urban). The property is proposed to be zoned PUD/TOD (Planned Unit Development/Transit Oriented Development), Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant Holly Harris
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the zoning request at the May 23, 2013 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Letter from Pix Howell, Urban Design Officer 6. Ordinance 7. Minutes - Planning & Zoning Commission May 23, 2013
Prepared By:	Tom Yantis, AICP Planning Director 05/24/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-011
205 S BRUSHY STREET

GENERAL INFORMATION

Owner: Holly Harris

Current Zoning: SFU-2-B (Single-Family Urban)

Proposed Zoning: PUD/TOD (Planned Unit Development/Transit Oriented Development)

Size and Location: The subject property is located at 205 S Brushy Street, for 0.355 acres more or less.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B	Established Single-Family Residential
EAST	SFU-2-B PUD/TOD	Established Single-Family Residential Proposed Commercial - Hit Maker Music
SOUTH	SFU-2-B	Established Single-Family Residential
WEST	PUD/TOD	LISD Property - Leo Center

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

PUD/TOD–PLANNED UNIT DEVELOPMENT/TRANIST ORIENTED DEVELOPMENT

An Ordinance of the City of Leander established a Planned Unit Development District (PUD) called the Leander TOD. This PUD defined a form-based code and a Transect Map (or regulating plan) as the community plan and PUD plan for the geographic area set for in the ordinance. The TOD is an area where a mixed-use, pedestrian friendly requirement will prevail over the typical land-use oriented plan; where all commercial and residential land-uses may be developed by right; where streets are designed to slow traffic rather than encourage it; where residents can find neighborhood services and goods within a ten-minute walk and where there is a variety of housing types and price ranges.

T5–NEIGHBORHOOD CENTER TRANSECT ZONE

The Neighborhood Center Zone is the equivalent of a Main Street. This Zone includes mixed-use building types that accommodate retail, offices, and dwellings, including rowhouses and apartments. The T-5 Zone is a tight network of streets and blocks, with wide sidewalks, steady street tree planting, and buildings set close to the frontages.

COMPREHENSIVE PLAN STATEMENTS:

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

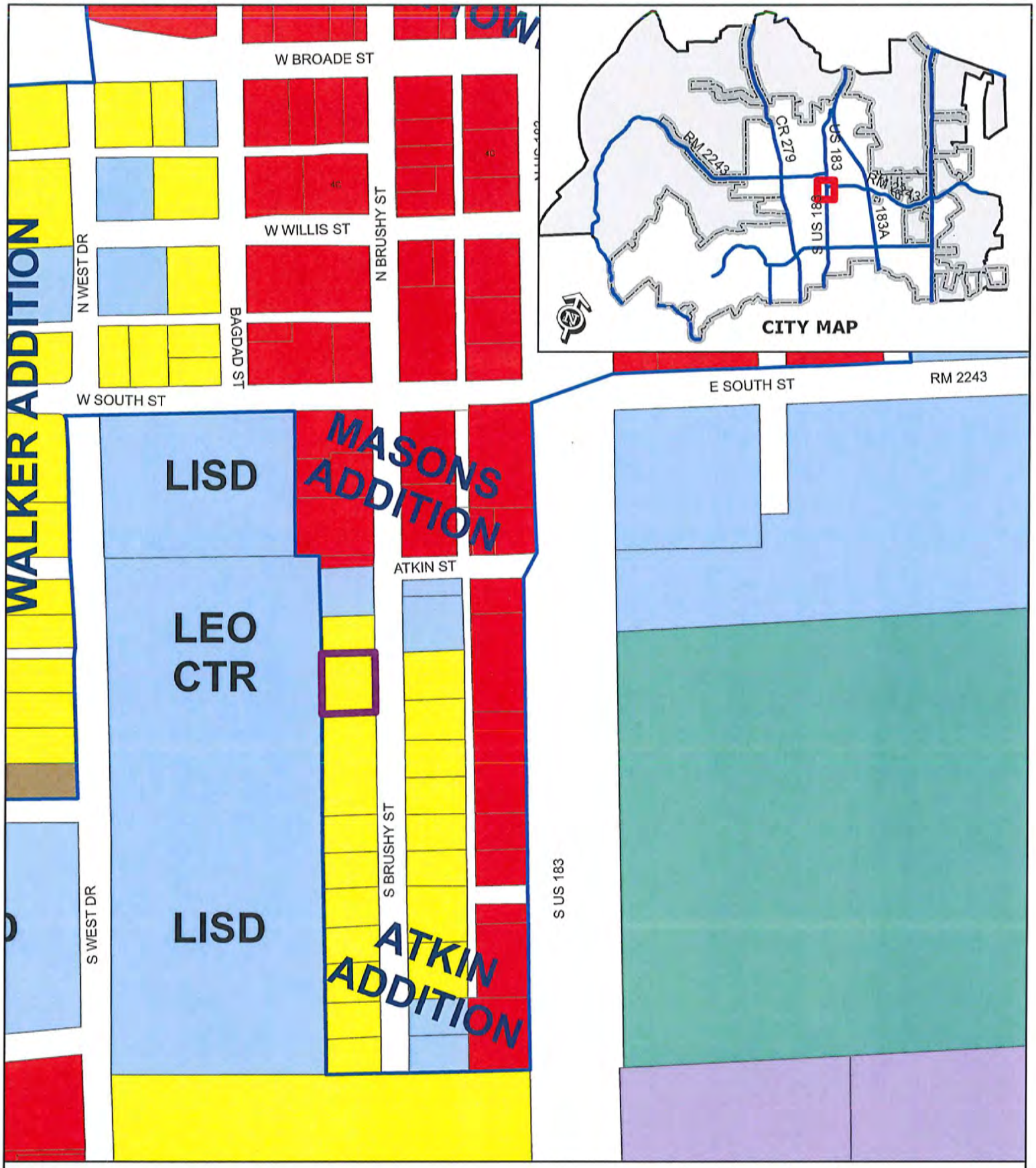
- Protect the Old Town area and assure that it maintains a pedestrian-oriented atmosphere, with a greater flexibility of land-uses as well as unique local retail services.
- Encourage development of Leander's Old Town Center area as a complete neighborhood to enhance its image to both citizens and visitors.

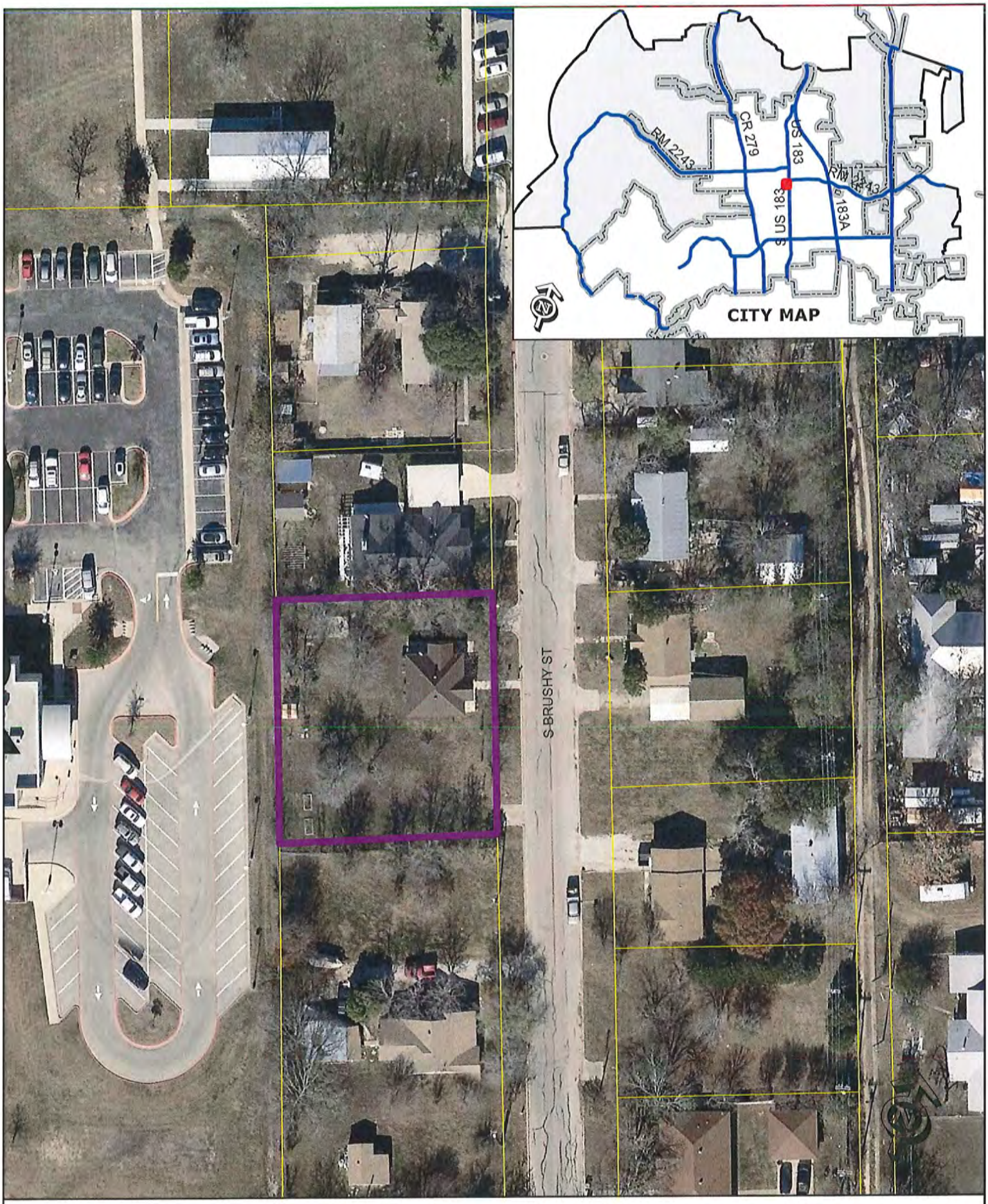
ANALYSIS:

The applicant is requesting a change of zoning from SFU-2-B to PUD/TOD in order to allow for the property owner to operate a children's enrichment company. Currently, the property is developed as single-family home.

If the zoning is approved, the SmartCode regulations will apply to this property with regards to land use, architectural design, signage, and site development. These standards will assure compatibility between the existing uses and the proposed development.

The Original Town of Leander (also known as Old Town) is included within the boundaries of the TOD (Transit Oriented Development). This rezoning will bring the property into conformance with the Smart Code.


W BROADE ST
W WILLIS ST
N BRUSHY ST
N WEST DR
BAGDAD ST
W SOUTH ST
WALKER ADDITION
LISD
MASONS ADDITION
ATKIN ST
LEO CTR
LISD
S BRUSHY ST
S WEST DR
ATKIN ADDITION
S US 183
E SOUTH ST
RM 2243
CITY MAP
CR 279
US 183
RM 2243
S US 183
183A
ZONING CASE 13-Z-011
Attachment #2
Current Zoning Map
205 S Brushy St
0
200
400
Feet
Subject Property
Original Town of Leander
SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
HI
PUD



ZONING CASE 13-Z-011 Attachment #3

Subject Property

Aerial Exhibit - Approximate Boundaries
205 S Brushy Street

0 200
Feet

ATTACHMENT #4

City of Leander Planning Department

104 North Brushy Street

Leander Texas 78646

Re: Letter of Intent

Attn: Ellen Pizalate or Robin Griffin,

I would like to request a zoning change from residential to TOD/PUD for my property at 205 Brushy Leander, Texas 78641. This property is part of the TOD area for Leander.

I have met with the Urban Development and Zoning departments to discuss my goals for the property. Currently, I own a children's enrichment company and would like to conduct classes out of the home. My programs include, Spanish, Computers, Yoga, Art, and Science. I would also I like to conduct birthday parties out of the facility.

The current physical description of the property:

One 100% stone covered structure property that has fencing around the whole property. The property is a standard city residential home site, with no slopes or topographic conditions. The property has a mix of oak and cedar trees with various plant landscaping. We do not have a current water way on the property.

Thank you for your consideration,

Holly Harris

19501 Apple Springs Drive

Leander, Texas 78641

512-659-9453

H.Harris@wholechild.com

ATTACHMENT #5

City of Leander

Leander TOD

April 8, 2013

Chair and Commissioners
City of Leander Planning and Zoning Commission
201 North Brushy
Leander, Texas 78

Reference: Zoning Case 13-Z-011 - a zoning change from SFU-2-B Single Family Urban to PUD/TOD

Dear Chair and Commissioners,

First, thank you for your service. I am pleased to say that there is another property wishing to convert to TOD within "Old Town". The Leander TOD SmartCode and plan includes "Old Town". The intent was to give Old Town residents and property owners the maximum flexibility to realize their vision and goals by utilizing either the Composite code or the TOD code. This is another case that demonstrates this flexibility.

The TOD code provides for both short term and long term design and re-development parameters and ensures the careful transition from its current residential use to the mixed use of the SmartCode, over time, sensitive to the surrounding uses and homes.

I request that you approve this zoning change and carry on the vision of the Leander TOD.

Sincerely,

Pix Howell, AICP
Urban Design Officer

8. Zoning Case 13-Z-005: Hold a public hearing and consider action on the rezoning of a parcel located at 208 S. Brushy St., for .2686 acres more or less; Parcels #R036124. Currently, the property is zoned SFU-2-B (Single-Family Urban). The property is proposed to be zoned PUD/TOD Planned Unit Development/Transit Oriented Development, Leander, Williamson County, Texas. Applicant: Michael A. Irene

a) Staff Presentation

Robin Griffin, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Michael Irene was present for questions.

c) Open Public Hearing

Vice Chairman Abruzzese opened the public hearing.
B.W. Pruitt spoke against

d) Close Public Hearing

Vice Chairman Abruzzese closed the public hearing.

e) Discussion

Discussion took place

f) Consider Action

Commissioner Stephenson motioned to approve the PUD/TOD (Planned Unit Development/Transit Oriented Development) zoning, Commissioner Sokol seconded the motion. Motion passed unanimously.

9. Zoning Case 13-Z-011: Hold a public hearing and consider action on the rezoning of a parcel located at 205 Brushy St. for 0.355 acres more or less; Parcels #R036130. Currently, the property is zoned SFU-2-B (Single Family Urban). The property is proposed to be zoned PUD/TOD (Planned Unit Development/Transit Oriented Development), Leander, Williamson County, Texas. Applicant Holly Harris

a) Staff Presentation

Robin Griffin, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Holly Harris spoke on the purpose for the rezoning.

c) Open Public Hearing

Vice Chairman Abruzzese opened the public hearing.
B.W. Pruitt spoke against

d) Close Public Hearing

Vice Chairman Abruzzese closed the public hearing.

e) Discussion

Discussion took place

f) Consider Action

Commissioner Sokol motioned to approve PUD/TOD (Planned Unit Development/Transit Oriented Development) zoning, Commissioner Sanez seconded the motion. Motion passed unanimously.

10. Zoning Case 13-Z-008: Hold a public hearing and consider action on the rezoning of a parcel located at 350 Bagdad Rd. North for 0.941 acres more or less; Parcel #R031388. Currently, the property is zoned GC-3-C (General Commercial). The property is proposed to be zoned LI-5-C (Light Industrial) Leander, Williamson County, Texas. Applicant: Darren Quick on behalf of V & J Properties, LTD

a) Staff Presentation

Robin Griffin, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Joe Higginbotham was present for questions.

c) Open Public Hearing

Vice Chairman Abruzzese opened the public hearing.
No one wished to speak.

d) Close Public Hearing

Vice Chairman Abruzzese closed the public hearing.

e) Discussion

Discussion took place

f) Consider Action

Commissioner Sokol motioned to approve the LI-5-C (Light Industrial) with staff recommendation, Commissioner Saenz seconded the motion. Motion passed unanimously.

Meeting adorned at 7:45 pm

_____
Vice Chair, Abruzzese

ATTEST:_____
Ellen Pizalate, P & Z Secretary

AGENDA ITEM # 15

Executive Summary

June 06, 2013

Agenda Subject:	Zoning Case 13-Z-005: Hold a public hearing and consider action on the rezoning of a parcel located at 208 S. Brushy St., for 0.2686 acres more or less; Parcels #R036124. Currently, the property is zoned SFU-2-B (Single-Family Urban). The property is proposed to be zoned PUD/TOD Planned Unit Development/Transit Oriented Development, Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Michael A. Irene
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the zoning request at the May 23, 2013 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Letter from Pix Howell, Urban Design Officer 6. Ordinance 7. Minutes - Planning & Zoning Commission May 23, 2013
Prepared By:	Tom Yantis, AICP Planning Director 05/24/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-005
208 S BRUSHY STREET

GENERAL INFORMATION

Owner: Michael A. Irene, Ralph F. Irene, and Geraldine M. Irene

Current Zoning: SFU-2-B (Single-Family Urban)

Proposed Zoning: PUD/TOD (Planned Unit Development/Transit Oriented Development)

Size and Location: The subject property is located at 208 S Brushy Street, for 0.2686 acres more or less.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B	Established Single-Family Residential
EAST	GC-3-C	Established Commercial
SOUTH	SFU-2-B	Undeveloped Property zoned for Single-Family Residential
WEST	SFU-2-B	Established Single-Family Residential

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

PUD/TOD–PLANNED UNIT DEVELOPMENT/TRANIST ORIENTED DEVELOPMENT

An Ordinance of the City of Leander established a Planned Unit Development District (PUD) called the Leander TOD. This PUD defined a form-based code and a Transect Map (or regulating plan) as the community plan and PUD plan for the geographic area set for in the ordinance. The TOD is an area where a mixed-use, pedestrian friendly requirement will prevail over the typical land-use oriented plan; where all commercial and residential land-uses may be developed by right; where streets are designed to slow traffic rather than encourage it; where residents can find neighborhood services and goods within a ten-minute walk and where there is a variety of housing types and price ranges.

T5–NEIGHBORHOOD CENTER TRANSECT ZONE

The Neighborhood Center Zone is the equivalent of a Main Street. This Zone includes mixed-use building types that accommodate retail, offices, and dwellings, including rowhouses and apartments. The T-5 Zone is a tight network of streets and blocks, with wide sidewalks, steady street tree planting, and buildings set close to the frontages.

COMPREHENSIVE PLAN STATEMENTS:

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

- Protect the Old Town area and assure that it maintains a pedestrian-oriented atmosphere, with a greater flexibility of land-uses as well as unique local retail services.

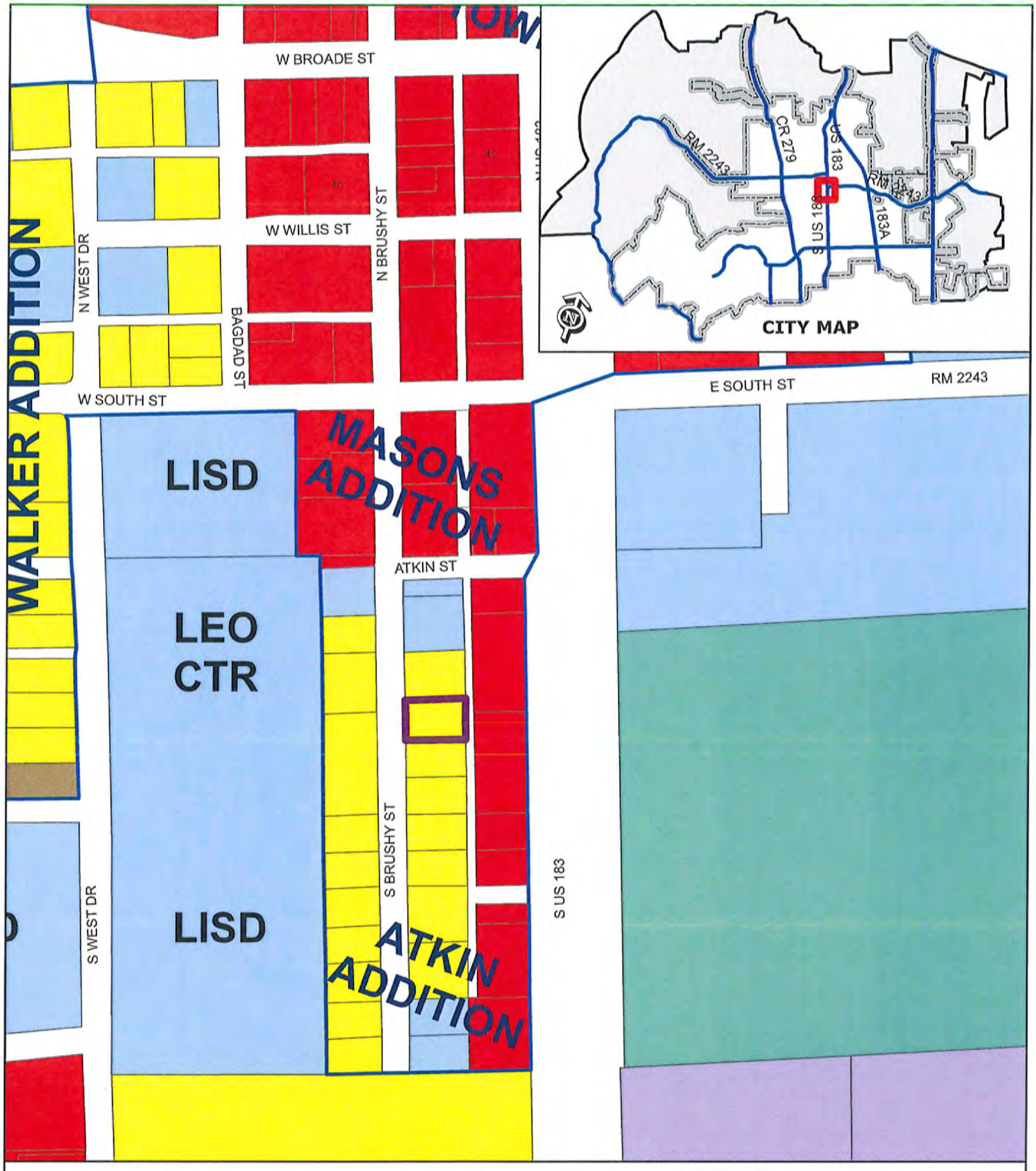
ANALYSIS:

This request was heard by the Planning & Zoning Commission on March 28, 2013, the City Council on April 04, 2013, and approved on April 18, 2013. The case is before the Commission and Council again because of a notification error.

The applicant is requesting a change of zoning from SFU-2-B to PUD/TOD in order to allow for the property owner to work from this location as a music instructor. Currently, the property is developed as single-family home.

If the zoning is approved, the SmartCode regulations will apply to this property with regards to land use, architectural design, signage, and site development. These standards will assure compatibility between the existing uses and the proposed development.

The Original Town of Leander (also known as Old Town) is included within the boundaries of the TOD (Transit Oriented Development). This rezoning will bring the property into conformance with the Smart Code.



ZONING CASE 13-Z-005

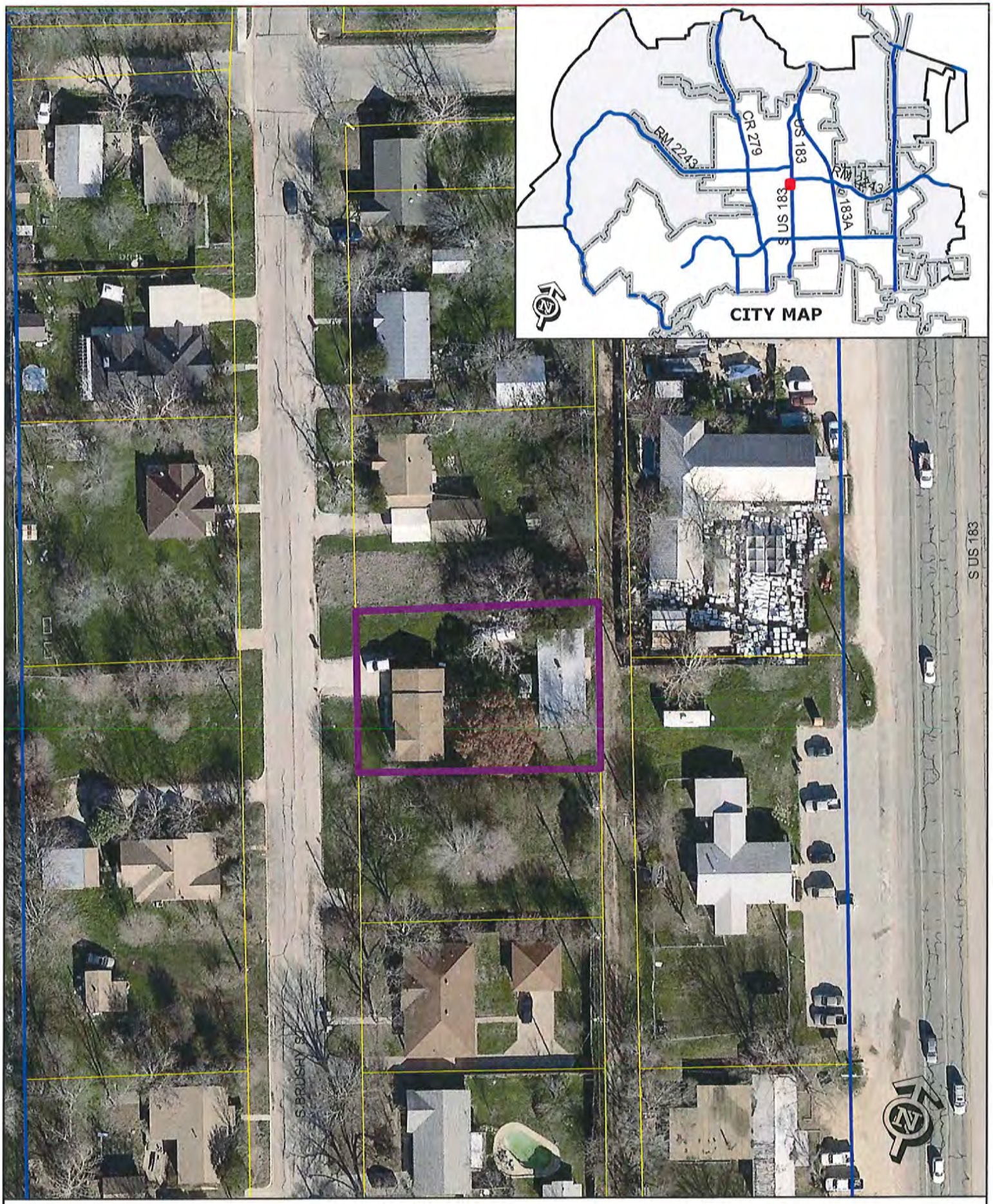
Attachment #2

Current Zoning Map
208 S Brushy St
Hit Maker Music

0 200 400
Feet

Subject Property

SFR	SFT	GC
SFE	SFU/MH	LI
SFS	TF	HI
SFU	MF	PUD
SFC	LO	
SFL	LC	



ZONING CASE 13-Z-005 Attachment #3

Subject Property

Aerial Exhibit - Approximate Boundaries
208 S Brushy - Hit Maker Music

0 200
Feet

ATTACHMENT #4

Michael Irene
208 S. Brushy St
Leander, TX 78641
512-771-8807

February 21, 2013

City of Leander Planning Dept.
104 North Brushy St
PO Box 319
Leander, TX 78646

Dear Planning Committee,

The enclosed Zoning Change Application is being submitted for 208 S. Brushy St, Leander, TX 78641. I, the owner Michael Irene, wish to change the zoning use of this property from SFU to TOD/PUD. The reason for the requested change is that I wish to work from this location as a music instructor.

I understand that this property is a good candidate for rezoning to TOD/PUD partly because of the following reasons: The property is within "Old Town" Leander City Limits. The property is adjacent to commercial properties on US 183. There are TOD/PUD zoned properties on the same block. The property has a large out building that had been used for business along back alley.

Thank you for your consideration.

Sincerely yours,

Michael Irene

ATTACHMENT #5

City of Leander

Leander TOD

March 11, 2013

Chair and Commissioners
City of Leander Planning and Zoning Commission
201 North Brushy
Leander, Texas 78

Reference: Zoning Case # 13-Z-005 - a zoning change from SFU-2-B Single Family Urban to PUD/TOD

Dear Chair and Commissioners,

The Leander TOD SmartCode and plan includes "Old Town". The intent was to give Old Town residents and property owners the maximum flexibility to realize their vision and goals by utilizing either the Composite code or the TOD code. This is another case that demonstrates this flexibility.

The TOD code provides for both short term and long term design and re-development parameters and ensures the careful transition from its current residential use to the mixed use of the SmartCode, over time, sensitive to the surrounding uses and homes.

I request that you approve this zoning change and carry on the vision of the Leander TOD.

Sincerely,

Pix Howell, AICP
Urban Design Officer

ORDINANCE NO #

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE PLANNED UNIT DEVELOPMENT KNOWN AS THE TRANSIT ORIENTED DEVELOPMENT DISTRICT BY REZONING THAT PARCEL FROM SFU-2-B TO PLANNED UNIT DEVELOPMENT WITHIN THE TODD; 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 to Planned Unit Development within the Transit Oriented Development District (the "TODD");

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; and

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;

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 the TODD Ordinance. Ordinance No.05-026, as amended, the TODD Ordinance, and Ordinance No. 05-018-00, the Composite Zoning Ordinance, is hereby modified and amended for the Property as set forth in Section 3.

Section 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property:" that certain parcel of land being 0.2686 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 208 South Brushy Street, Leander, Texas, legally described as Lots 24 and 25 S 1/2, Block 1, Atkin Addition to Leander, more particularly described in Document Number 2013013291, Official Public Records of Williamson County, Texas, and identified by tax identification number R036124.

Section 4. Property Rezoned. The TODD Ordinance is hereby amended by changing the zoning district for the Property from SFU-2-B to Planned Unit Development within the TODD. .The regulations of the T5 Zone in the Smart Code (defined in the TODD Ordinance) shall apply to the Property. The Property shall be developed and occupied in compliance with the regulations for the T5 Zone,the Smart Code, and the TODD Ordinance to the extent not amended by this Ordinance, as well as all other applicable regulations. In the event of any conflict between the TODD Ordinance, the Smart Code, or the T5 Zone regulations and the requirements for the Property set forth herein, the requirements set forth herein 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 6th day of June, 2013.
FINALLY PASSED AND APPROVED on this the 20th day of June, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

8. Zoning Case 13-Z-005: Hold a public hearing and consider action on the rezoning of a parcel located at 208 S. Brushy St., for .2686 acres more or less; Parcels #R036124. Currently, the property is zoned SFU-2-B (Single-Family Urban). The property is proposed to be zoned PUD/TOD Planned Unit Development/Transit Oriented Development, Leander, Williamson County, Texas. Applicant: Michael A. Irene

a) Staff Presentation

Robin Griffin, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Michael Irene was present for questions.

c) Open Public Hearing

Vice Chairman Abruzzese opened the public hearing.
B.W. Pruitt spoke against

d) Close Public Hearing

Vice Chairman Abruzzese closed the public hearing.

e) Discussion

Discussion took place

f) Consider Action

Commissioner Stephenson motioned to approve the PUD/TOD (Planned Unit Development/Transit Oriented Development) zoning, Commissioner Sokol seconded the motion. Motion passed unanimously.

9. Zoning Case 13-Z-011: Hold a public hearing and consider action on the rezoning of a parcel located at 205 Brushy St. for 0.355 acres more or less; Parcels #R036130. Currently, the property is zoned SFU-2-B (Single Family Urban). The property is proposed to be zoned PUD/TOD (Planned Unit Development/Transit Oriented Development), Leander, Williamson County, Texas. Applicant Holly Harris

a) Staff Presentation

Robin Griffin, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Holly Harris spoke on the purpose for the rezoning.

c) Open Public Hearing

Vice Chairman Abruzzese opened the public hearing.
B.W. Pruitt spoke against

d) Close Public Hearing

Vice Chairman Abruzzese closed the public hearing.

AGENDA ITEM # 16

Executive Summary

June 06, 2013

Agenda Subject:	Zoning Case 13-Z-008: Hold a public hearing and consider action on the rezoning of a parcel located at 350 Bagdad Rd. North for 0.941 acres more or less; Parcel #R031388. Currently, the property is zoned GC-3-C (General Commercial). The property is proposed to be zoned LI-5-C (Light Industrial) Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Darren Quick on behalf of V & J Properties, LTD.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the zoning request at the May 23, 2013 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Ordinance 6. Minutes - Planning & Zoning Commission May 23, 2013
Prepared By:	Tom Yantis, AICP Planning Director 05/24/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-008
350 NORTH BAGDAD ROAD

GENERAL INFORMATION

Owner: V & J Properties, LTD

Current Zoning: GC-3-C (General Commercial

Proposed Zoning: LI-5-C (Light Industrial)

Size and Location: The property is located at 350 North Bagdad Road and is approximately 0.941 acres in size.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B	Bagdad Cemetery
EAST	SFU-2-B	Bagdad Cemetery
SOUTH	LI-4-D	Established Industrial Use
WEST	SFU-2-B	Established Single-Family Home

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

LI – LIGHT INDUSTRIAL:

Features: Any use in GC plus commercial laundry, contractor storage yard, lumber yards, indoor manufacture, assembly and processing, mini-warehouse, RV, trailer and boat storage, testing and research, warehouse and distribution, wholesale, wrecker impoundment.

Intent: Development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. Access should be provided by an industrial or commercial collector street.

SITE COMPONENTS:

TYPE 5 (non-residential only):

Features: Accessory buildings; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display and storage; outdoor entertainment venues and animal boarding.

Intent:

(1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.

(2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, LI or HI use components.

(3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.

(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

ARCHITECTURAL COMPONENTS:

TYPE C (non-residential only):

Features: 35% masonry (60% street facing); 3 or more architectural features.

Intent:

(1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, LI and HI use components for intermediate quality development.

(2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.

(3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Find suitable districts for industrial development so that the City may recruit additional employers and avoid locating industrial development near neighborhoods without adequate buffering.

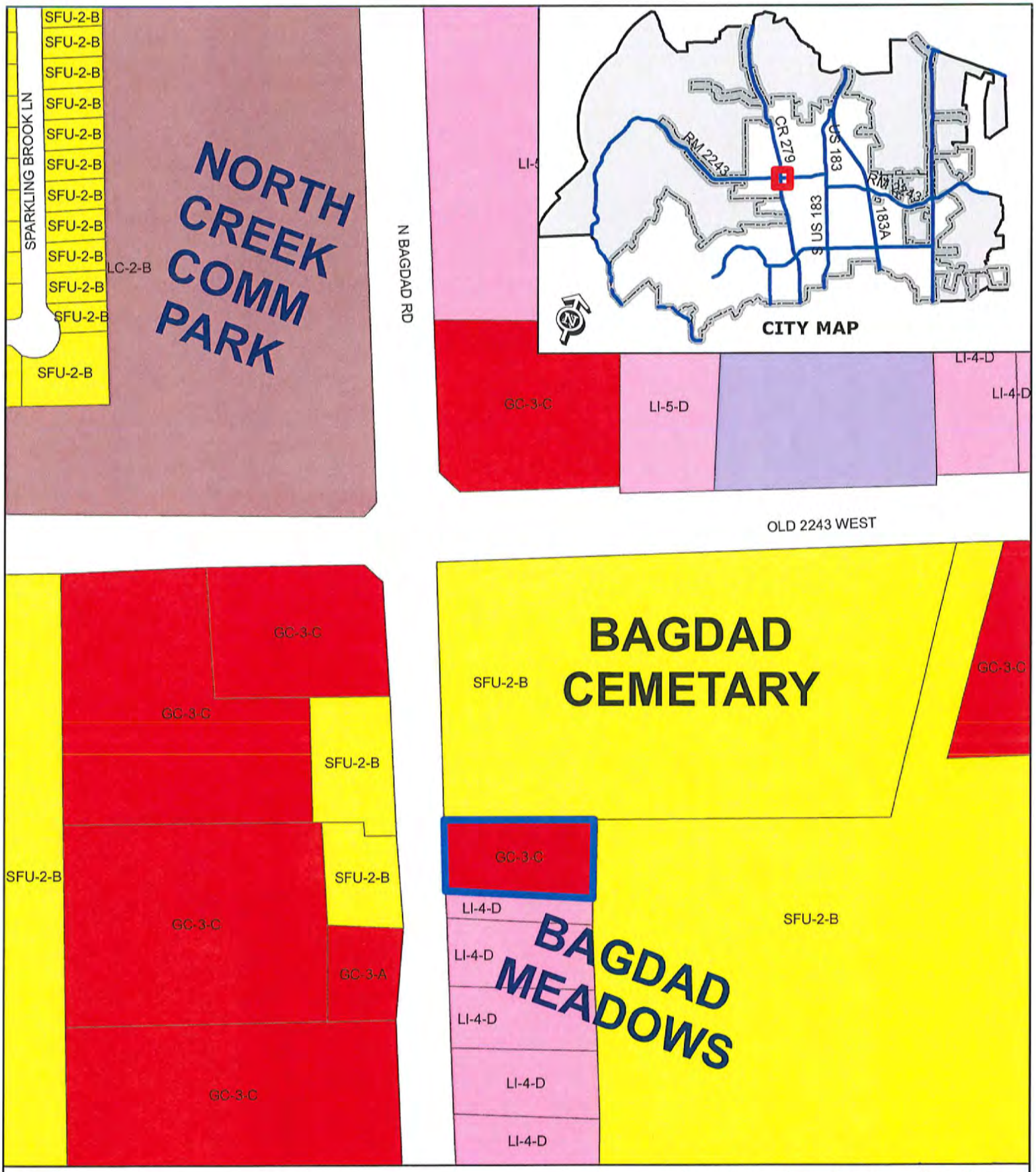
ANALYSIS:

The subject property was annexed into the City Limits in 1999. Upon annexation it was zoned interim R-1 (Single-Family Residential). A zoning request was submitted and approved on January 6, 2004 for a C-2 (Heavy Commercial). The property was converted to the current GC-3-C (General Commercial) district with the adoption of the Composite Zoning Ordinance in 2005.

There is currently an active code enforcement case associated with this property. The current building storage yard does not comply with the GC-3-C zoning. The previous C-2 (Heavy Commercial) district permitted a wide range retail, office and commercial uses. A C-3 (Intense Commercial) district would have been required to allow for the current outdoor storage on the property. In this situation, the property owner would need to rezone the property to the requested LI-5-C in order to continue the current operation.

The LI (Light Industrial) use component allows for the development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. All business functions are required to be performed indoors.

The proposed Type 5 site component permits unlimited outdoor storage and requires that outdoor storage is screened from view of adjacent properties and streets.



ZONING CASE 13-Z-008

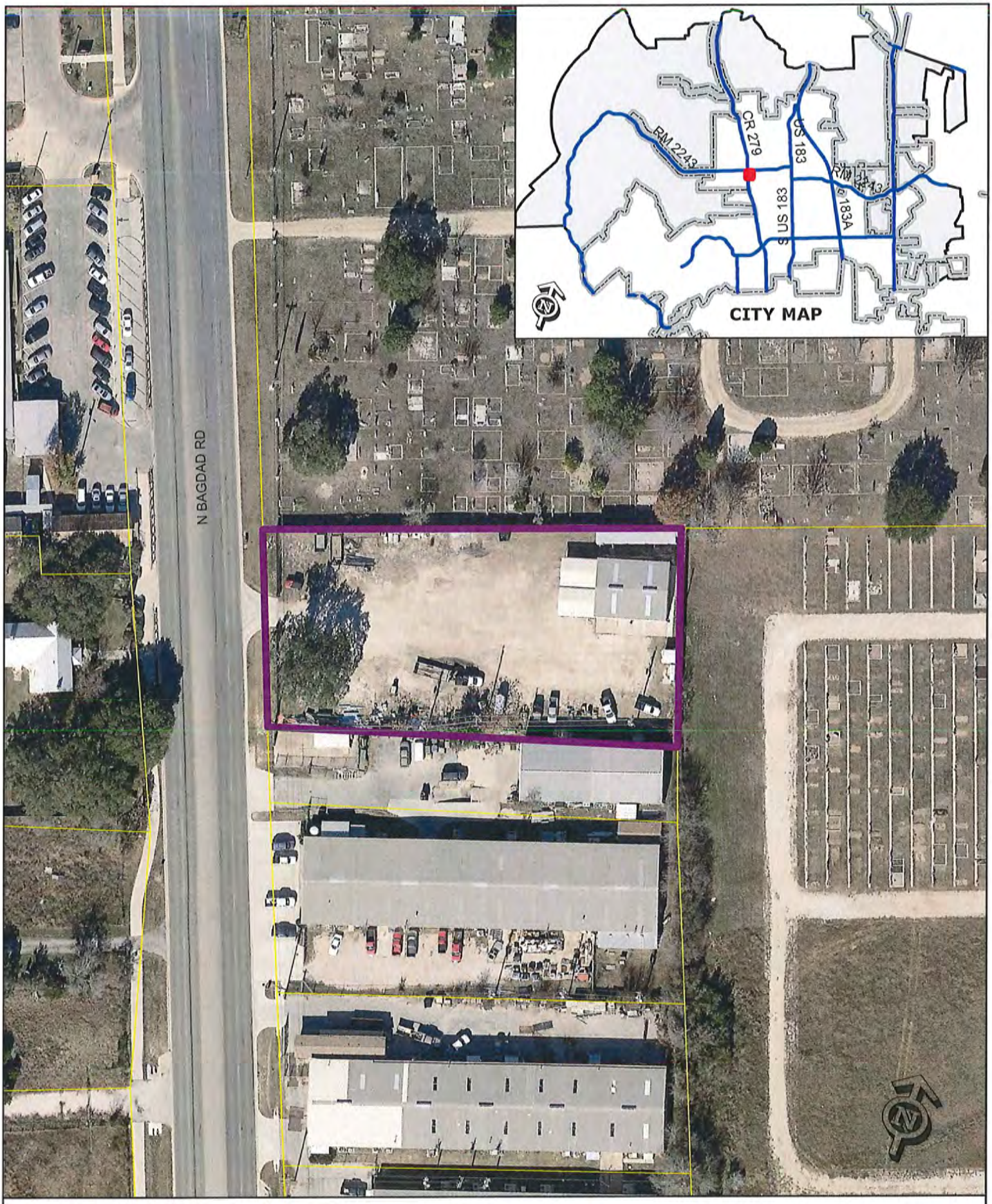
Attachment #2

Current Zoning Map
350 N Bagdad Road

0 200 400
Feet

Subject Property

SFR	SFT	GC
SFE	SFU/MH	LI
SFS	TF	HI
SFU	MF	PUD
SFC	LO	
SFL	LC	



ZONING CASE 13-Z-008 Attachment #3

Aerial Exhibit - Approximate Boundaries
350 North Bagdad Road

Subject Property

0 200
Feet

ATTACHMENT #4

DON QUICK & associates, inc.

1000 N. IH-35, Suite A
Round Rock, TX 78681
Tel: (512)255-3000
Fax: (512)310-0441
E-mail: darren@donquick.com

April 23, 2013

Robin Griffin
City of Leander Planning Department
P.O. Box 319
Leander, Texas 78646-0319

Re: Letter of Intent for Zoning Change for 350 Bagdad Rd, Leander (WCAD # R031388)

Dear Ms. Griffin:

On behalf of the owner of the above referenced property, please accept for consideration this Letter of Intent and the attached Zoning Change Application and Checklist. The purpose of this zoning request is to bring into compliance the referenced property.

A physical description of the property is as follows: a 2,000 SF office/warehouse building on approx. 0.94 acre, with fenced yard (solid corrugated metal fence along northern and eastern property lines; gate on western boundary of property, where property abuts Bagdad Road). Property is dirt lot, with grass along the perimeter, large tree on western boundary of property, and several smaller trees along southern boundary of property.

Existing Zoning
GC-3-C (General Commercial) limits the outdoor storage to 20% of the gross floor area of the structure. We understand the property is currently in violation, and we seek to correct this by obtaining the proposed zoning.

Proposed Zoning
LI-5-C (Light Industrial) district will allow for the type of storage needed at this location (property is being used for a building materials storage yard and office).

We thank you for your time and attention to this matter.

Sincerely,

Darren Quick
REALTOR
dq/at
Enc
cc: V & J Properties, LTD

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM GC-3-C (GENERAL COMMERCIAL) TO LI-5-C (LIGHT INDUSTRIAL); 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 parcel of land, which is herein referred to as the "Property:" That certain parcel of land being 0.941 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 350 North Bagdad Road, Leander, Texas, legally described as 0.941 acres out of the E. D. Harmon Survey, more particularly described in Document Number 2004093885, Official Public Records of Williamson County, Texas, and identified by tax identification number R031388.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from GC-3-C (General Commercial) to LI-5-C (Light Industrial).

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 6th day of June, 2013.
FINALLY PASSED AND APPROVED on this the 20th day of June, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

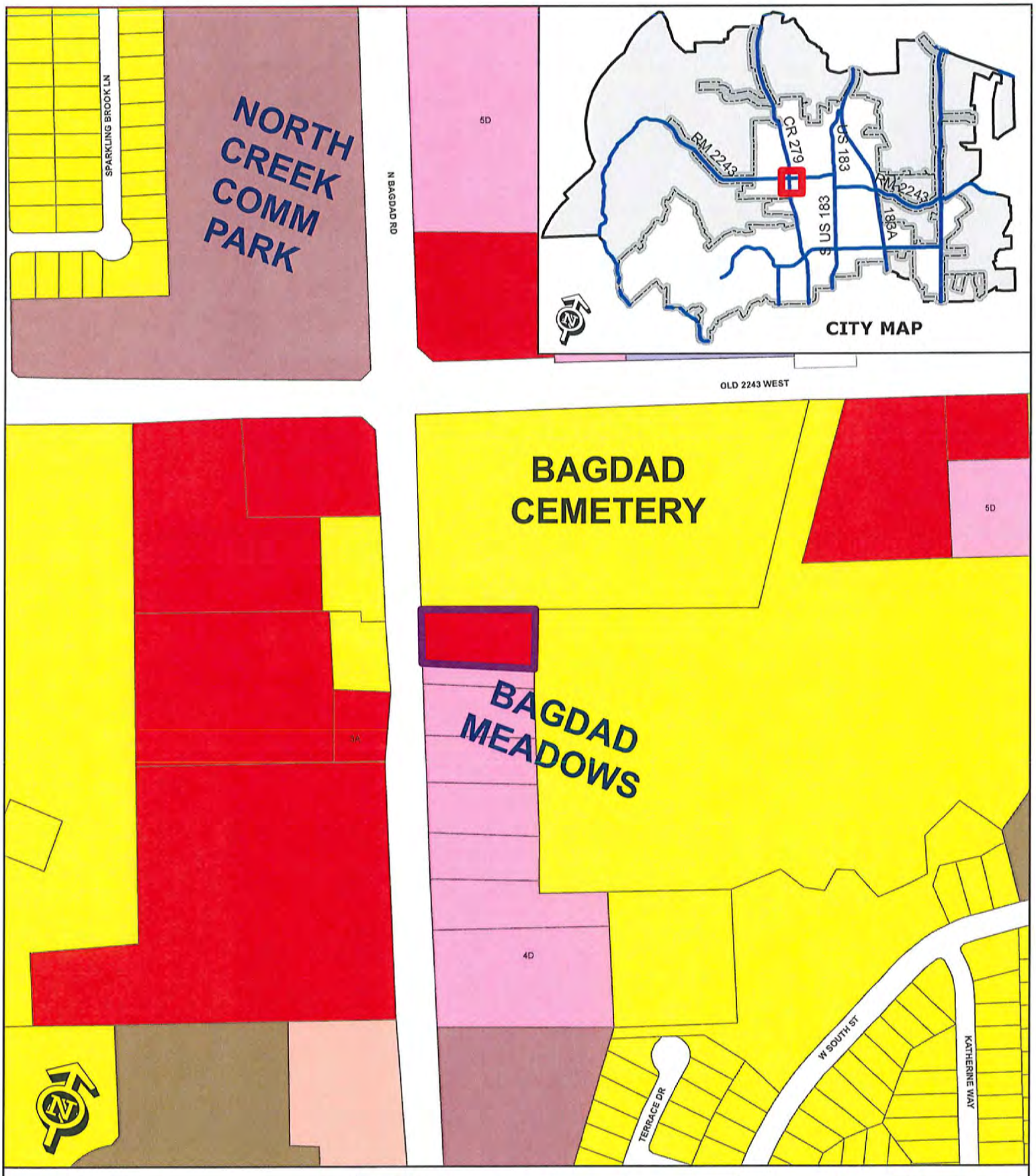


EXHIBIT A

Zoning Case 13-Z-008

350 N. Bagdad Road

Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

SFR, SFE, SFS, SFU, SFC, SFL
SFT, SFU/MH, TF, MF, LO, LC
GC, LI, HI, PUD

0 200 Feet

e) Discussion

Discussion took place

f) Consider Action

Commissioner Sokol motioned to approve PUD/TOD (Planned Unit Development/Transit Oriented Development) zoning, Commissioner Sanez seconded the motion. Motion passed unanimously.

10. Zoning Case 13-Z-008: Hold a public hearing and consider action on the rezoning of a parcel located at 350 Bagdad Rd. North for 0.941 acres more or less; Parcel #R031388. Currently, the property is zoned GC-3-C (General Commercial). The property is proposed to be zoned LI-5-C (Light Industrial) Leander, Williamson County, Texas. Applicant: Darren Quick on behalf of V & J Properties, LTD

a) Staff Presentation

Robin Griffin, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Joe Higginbotham was present for questions.

c) Open Public Hearing

Vice Chairman Abruzzese opened the public hearing.
No one wished to speak.

d) Close Public Hearing

Vice Chairman Abruzzese closed the public hearing.

e) Discussion

Discussion took place

f) Consider Action

Commissioner Sokol motioned to approve the LI-5-C (Light Industrial) with staff recommendation, Commissioner Saenz seconded the motion. Motion passed unanimously.

Meeting adorned at 7:45 pm

_____
Vice Chair, Abruzzese

ATTEST: _____
Ellen Pizalate, P & Z Secretary

AGENDA ITEM # 17

Executive Summary

June 6, 2013

Agenda Subject: Consider authorizing staff to negotiate a Development Agreement and Financing Plan for X-Park for Council consideration

Background: At the City Council Workshop held on April 18, 2013, the principals of the proposed X-Park presented a feasibility study and a financial plan for the construction of their project. They also requested that the City Council renew their expired Development Agreement as well as approve the proposed financing plan.

Recommendation: Staff seeks direction from the City Council on whether to spend staff time and resources to negotiate a new Development Agreement and finalize a financing plan for the X-Park. Final City Council approval would be required to approve any agreements negotiated by City Staff.

Attachments: N/A

Prepared by: Kent Cagle, City Manager

AGENDA ITEM # 18

Executive Summary

June 6, 2013

Council Agenda Subject: Consideration of License Agreement with Capital Metropolitan Transportation Authority for E. Crystal Falls Parkway

Background: The purpose of this license agreement is for the installation and maintenance of the proposed five lane E. Crystal Falls Parkway railroad crossing adjacent to U.S. Hwy. 183. Annual license fees are $350.00 for the first two years and increase by 7% every two years thereafter, as noted in Article II, paragraph D(1) of the attached License Agreement and shall be paid from the Street Maintenance Budget

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: $350.00 per year, initially, from GL# 01-21-5914 (Permit Fees)

Recommendation: Staff requests approval of this license agreement.

Attachments: License Agreement: License to Use the Right of Way

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

LICENSE TO USE
THE RIGHT OF WAY

This License Agreement ("Agreement"), CMTA HB# , is made by and between Capital Metropolitan Transportation Authority ("Licensor"), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code and the City of Leander, ("Licensee"), a municipality of the State of Texas located at 200 West Willis Street Leander, TX 78641 (collectively the "Parties").

I. Recitals:

WHEREAS, in 1986, the City of Austin in conjunction with Licensor and The Federal Transit Administration ("FTA") pursuant to a federal grant, Project No. TX-05-0130 ("Grant") purchased from the Southern Pacific Transportation Company approximately 162 miles of railroad right-of-way including the track, track support structures, and the real property in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas, generally situated at or near AUNW milepost 0.0 near Giddings, Texas and running continuously to a point at or near AUNW milepost 154.07 near Llano, Texas, including the Austin Junction which commences at AUNW milepost 56.5 and runs to downtown Austin, the Marble Falls Branch which commences at AUNW milepost 124.7 near Fairland, Texas and runs to Marble Falls, Texas, the Burnet Spur which runs from AUNW milepost 114.9 to downtown Burnet, Texas, and the Scobee Spur which runs from AUNW milepost 127.67 to the end of the track in Llano, Texas (collectively the "Giddings-Llano Line");

WHEREAS, the Grant requires, among other things, that the Giddings-Llano Line be used for the provision of mass transportation service;

WHEREAS, on or about May 20, 1998, Licensor purchased and acquired from the City of Austin all of the City of Austin's rights title and interest in and to the Giddings-Llano Line;

WHEREAS, Licensor contracts with an independent operations and maintenance contractor (O&M) for the operation of freight rail and passenger rail service on and over the Giddings-Llano Line;

WHEREAS, Licensee has submitted an application with Licensor and paid the application fee prior to execution of this Agreement;

WHEREAS, Licensee has requested the right to install a signalized public at-grade crossing located at Crystal Falls Parkway. (DOT 744830J) in Williamson County, Texas ("Crossing"), which will cross the Licensor's Property; and

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respective duly authorized representatives below.

II. General Terms and Conditions

A. Premises

Licensor, subject to the conditions, limitations, and reservations hereinafter set forth, hereby grants to Licensee the right to use that portion of the Giddings-Llano Line in Llano County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof ("Licensed Property") for the sole purpose of installing the Crossing.

B. License Grant & Use

1. Licensee shall install maintain the Crossing at its sole expense in a manner and at such times, which are satisfactory to Licensor. Licensee agrees that the Crossing will be designed and constructed in accordance with the submitted plan and profile more fully described in the attached Exhibit "A". Licensee agrees that design and installation of Crossing shall meet standards set by the 2011 American Railway Engineering and Maintenance of Way Association ("AREMA") and be approved by Licensor prior to construction. Licensee shall not locate any new ground facilities or subterranean facilities within the Licensed Property. No equipment, vehicles, material or supplies will be stored on the Licensed Property or on any portion of the Giddings-Llano Line overnight or on weekends.
2. Licensee shall not perform any installation or other work on the Giddings-Llano Line or the property of Licensor, without completing the railroad access and permit found at http://www.capmetro.org/business/Rail_ROW.asp. If an emergency situation arises, Licensee shall immediately notify Licensor's Railroad Department by telephone, and then proceed to take only those actions necessary to return Licensor's property to a safe condition, unless otherwise directed by Licensor.
3. Licensee shall use the Licensed Premises solely for installing and operating the Crossing in strict compliance with all federal, state, municipality and other governmental regulations. All improvements contemplated hereunder shall be at Licensee's sole expense and Licensee shall maintain the Licensed Property in a good condition at all times. All licenses, permits or other fees payable to a governmental authority shall be the sole responsibility of Licensee.
4. Licensee shall furnish, install, and maintain at its sole expense, in a manner satisfactory to Licensor, any signs as are recommended and approved by the Licensor to adequately mark the location of Licensee's use of Licensor's property.
5. In the event Licensee fails to install the Crossing, including all required signage, in a good and safe condition satisfactory to Licensor and such failure continues for a period of thirty (30) days following Licensee's receipt of written notice from Licensor, Licensor reserves the right to perform the required work at Licensee's expense.
6. It is understood and agreed that Licensee's ability to use the Licensed Property is contingent upon Licensee obtaining, after the execution of this Agreement, all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that maybe required by any Federal, State or Local Authorities. Licensee shall obtain and maintain all Governmental Approvals for the location, installation and operation of the Crossing on the Licensed Property. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental

Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, Licensor or Licensee shall have the right to terminate this Agreement upon thirty (30) days written notice of termination. The Licensee Fee paid by Licensee to Licensor shall be prorated to the date of termination hereunder. Upon such termination, this Agreement shall become null and void and both parties shall have no further obligations hereunder.

7. Licensee and Licensor agree that the Crossing and/or Licensee's use of the Licensed Property as contemplated in this Agreement interferes with the right of Licensor to use the Licensed Property for its intended purpose including, without limitation, by imposing additional expenses and administrative, technical and safety burdens on Licensor. Licensee agrees that the Annual Fee and any other consideration payable hereunder is intended to compensate Licensor for such interference.

C. This Agreement is subject and subordinate to:

1. Licensor's mass transit rights, obligations, duties, use, plans and operations;
2. The authority of the FTA and any federal grants obtained by Licensor in connection with its acquisition of the Property;
3. Any rail freight services contracts and rail freight operations; and
4. All easements, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Property.

Licensor, and its agents, successors, and assigns, consistent with the rights herein granted, reserve the right to use the Giddings-Llano Line for any and all purposes not inconsistent with the rights granted to Licensee in this Agreement; and

D. Term and License Fee

1. This Agreement shall have an initial term of ten (10) years from the Effective Date. Licensee shall, upon the Effective Date, and on or before the anniversary date of the Effective Date, of each succeeding year, thereafter, pay to Licensor an annual license fee ("Annual Fee") as follows: Three Hundred Fifty Dollars ($350.00) for the first two (2) years of this Agreement. Starting in the third year the Annual Fee will be increased by seven percent (7%) every two years (See sample chart below).

Annual Fee Chart	
Year One	$350.00
Year Two	$350.00
Year Three	$374.50
Year Four	$374.50
Year Five	$400.72
Year Six	$400.72
Year Seven	$428.77
Year Eight	$428.77
Year Nine	$458.78
Year Ten	$458.78

2. After the initial ten (10) year term, this Agreement will automatically renew on a year to year basis and the annual fee will continue to increase by 7% every two years unless otherwise terminated in accordance with this Agreement.
3. All moneys due and payable to Licensor hereunder that are not received by Licensor on or before ten (10) days after the date it was due, are subject to a late payment charge of five percent (5%) of the past due amount. All late charges are in addition to the amounts owed under this Agreement.
4. This Agreement may be terminated at any time upon the occurrence of any of the following events:
   a. The location, installation, and operation of the Crossing is not commenced within six (6) months from the Effective Date of this Agreement;
   b. The Crossing is abandoned by Licensee for more than Thirty (30) days;
   c. Licensee fails to perform or comply with any of the terms and provisions of this Agreement, and such failure continues for a period of fifteen (15) days following Licensee's receipt of written notice from Licensor;
   d. Licensee fails to maintain the liability insurance coverage required by this Agreement. Licensee shall be in default of this Agreement if the required insurance is cancelled, fails, or lapses, and Licensee does not reinstate or replace the required insurance within thirty (30) days of such cancellation, failure or lapse;
   e. Upon thirty (30) days' prior written notice from Licensee to Licensor; or
   f. Upon One hundred eighty (180) days' prior written notice from Licensor to Licensee.

E. Removal of All Licensee Improvement

Upon termination of the rights hereby granted, Licensee agrees, upon receipt of a written request from Licensor, to remove the Crossing, to restore the Licensed Property to the same state and condition in which it existed prior to location and installation of the Crossing, and to bear all expense thereof. Should Licensee in such event fail, neglect or refuse to so remove the Crossing and restore the Licensed Property, such removal and restoration may be performed by Licensor at the expense of Licensee, and Licensee agrees to make full restitution and reimbursement to Licensor for such sum immediately upon demand.

F. Licensee Responsibilities

1. Licensee shall pay, in full, all persons who perform labor. Licensee will not allow any mechanics' or material men liens to be filed or enforced against the Giddings-Llano Line or the property of Licensor for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and expense, and to pay any judgment which may be entered against Licensor, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, Licensor shall have the right to pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to Licensor for all costs, damages and reasonable attorneys fees, and any amounts expended in defending any proceedings, or in the payment of any of said liens, or any judgment obtained against Licensor.
2. Licensee shall, at its expense comply with all applicable laws, regulations, rules, ordinances, and orders regardless of when they become effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste

disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request to Licensor.

3. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise from the Licensed Property as a result of Licensee's use, presence, operations or exercise of the rights granted hereunder, Licensee shall, at its expense, be obligated to clean all property affected thereby, whether owned or controlled by Licensor or any third persons to the satisfaction of Licensor and any other governmental body having jurisdiction in the matter. Licensor may, at its option, clean the Licensed Property; Licensee shall pay Licensor the cost of such cleanup within thirty (30) days of receiving the invoice from Licensor.
4. Licensee shall be solely responsible for obtaining any and all Governmental Approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

G. Insurance

1. Licensee shall obtain and maintain insurance of the types and in the amounts as set forth on Exhibit "B" attached hereto. All insurance to be provided by Licensee pursuant to this paragraph shall be carried with a company, or companies, qualified to do business in the state of Texas and having a general policy holder's rating of not less than A- and a financial rating of VII or better as rated in the most current available "Best's Key Rating Guide." Licensee shall furnish Licensor with certificates evidencing the insurance required hereunder and thereafter during the term or terms of this Agreement. Such policies of insurance and certificates provided by Licensee shall provide (i) that Licensor is named as an additional insured, (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Licensor, (iii) that Licensor shall receive at least thirty (30) days written notice before any insurance evidenced by such policy or certificate is reduced or terminated If Licensee defaults under this paragraph 12., and such default continues for ten (10) days after notice from Licensor, Licensor shall have the right (but not the obligation) to effect such insurance, in which event the amount so paid by Licensor shall be paid by Licensee to Licensor within ten (10) days after demand with interest at the maximum rate allowed by law from demand until payment.
2. **Waiver of Subrogation.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, LICENSOR AND LICENSEE HEREBY WAIVE AND RELEASE EACH OTHER OF AND FROM ANY AND ALL RIGHT OF RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION, AGAINST EACH OTHER, THEIR AGENTS, OFFICERS AND EMPLOYEES, FOR ANY LOSS OR DAMAGE THAT MAY OCCUR TO THE LICENSED PROPERTY OR PERSONAL PROPERTY WITHIN THE LICENSED PROPERTY, BY REASON OF FIRE OR THE ELEMENTS, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF LICENSOR OR LICENSEE AND THEIR AGENTS, OFFICERS AND EMPLOYEES, TO THE EXTENT SUCH LOSS OR DAMAGE WOULD HAVE BEEN COVERED BY THEN STANDARD FIRE AND EXTENDED COVERAGE POLICIES, WHETHER OR NOT ACTUALLY OBTAINED AND WHETHER OR NOT LICENSOR OR LICENSEE SELF INSURES ANY RISK. LICENSOR AND LICENSEE AGREE IMMEDIATELY TO GIVE THEIR

RESPECTIVE INSURANCE COMPANIES WHICH HAVE ISSUED POLICIES OF INSURANCE COVERING ALL RISK OF DIRECT PHYSICAL LOSS, WRITTEN NOTICE OF THE TERMS OF THE MUTUAL WAIVERS CONTAINED IN THIS SECTION, AND TO HAVE THE INSURANCE POLICIES PROPERLY ENDORSED, IF NECESSARY, TO PREVENT THE INVALIDATION OF THE INSURANCE COVERAGES BY REASON OF THE MUTUAL WAIVERS.

H. Default

If Licensee defaults in the payment of the License Fees or any other amounts payable under this Agreement and the default continues for fifteen (15) days after receipt of Licensor's written notice specifying the default, or if Licensee defaults in the performance of any other covenant or agreement under this Agreement and the default continues for thirty (30) days after receipt of Licensor's written notice specifying the default or, if the default is of a type which is not reasonably curable within thirty (30) days, if Licensee fails to commence to cure the default within thirty (30) days after receipt of the notice or fails to diligently pursue the curing of the default to completion, then Licensee shall be in default under this Agreement, and Licensor shall have any right of remedy provided herein or available at law or in equity, including, without limiting the foregoing, the right to immediately terminate this License Agreement.

I. INDEMNIFICATION

1. **LICENSEE HEREBY AGREES TO RELEASE LICENSOR, AND FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS, LICENSOR FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS, OTHER COSTS OF LITIGATION AND JUDGMENTS) FOR LOSS OF OR DAMAGE TO ANY PROPERTY AND FOR INJURIES TO OR DEATH OF ANY PERSONS (INCLUDING THE PROPERTY AND EMPLOYEES OF THE PARTIES HERETO) CAUSED WHOLLY OR PARTIALLY BY LICENSEE'S EXERCISE OF THE RIGHTS GRANTED TO LICENSEE IN THIS AGREEMENT, EXCEPT TO THE EXTENT THAT ANY SUCH LIABILITY, COST, OR EXPENSE ARISES FROM THE NEGLIGENCE OR THE WILLFUL MISCONDUCT OF LICENSOR.**
2. **LICENSEE HEREBY AGREES TO RELEASE LICENSOR, AND FURTHER AGREES TO INVESTIGATE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, COURT COSTS, OTHER LITIGATION COSTS, AND ATTORNEYS, FEES) AS A RESULT OF ANY DISCHARGE, LEAKAGE, SPILLAGE, EMISSION OR POLLUTION, CAUSED WHOLLY OR PARTIALLY BY LICENSEE'S EXERCISE OF THE RIGHTS GRANTED TO LICENSEE IN THIS AGREEMENT, EXCEPT TO THE EXTENT THAT ANY SUCH LIABILITY, COST, OR EXPENSE ARISES FROM THE NEGLIGENCE OR THE WILLFUL MISCONDUCT OF LICENSOR OR SOME OTHER THIRD PARTY UNRELATED TO LICENSEE, REGARDLESS OF WHETHER SUCH LIABILITY, COST OR EXPENSE ARISES DURING THE TIME THIS AGREEMENT IS IN EFFECT OR THEREAFTER.**

3. **Indemnity Survival. Licensee's obligations to defend, indemnify, and hold the harmless Licensor shall survive the expiration or earlier termination of this Agreement.**

II. Miscellaneous

A. No Warranty

LICENSEE MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED PROPERTY IS HEREBY EXPRESSLY DISAVOWED BY LICENSOR. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL ALL IMPROVEMENTS LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR LICENSEE'S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE ABSOLUTELY NO LIABILITY OR RESPONSIBILITY THEREFOR.

B. No Waiver

The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

C. Rolling Estoppel

If Licensee is aware a problem exists on the Licensed Property that, under the normal course of business, are the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this

Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

D. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in Travis County.

B. Non-Disclosure

Each Party agrees that, except as permitted below, such Party, and its respective partners, officers, directors and attorneys, shall not disclose terms and conditions of this Agreement to any other persons without the prior written consent of the other Party hereto except pursuant to an order of a court of competent jurisdiction. However, either party may disclose the terms of this Agreement to its lenders or prospective lenders, partners, bankers, mortgage bankers, regulators, or its respective accountants who audit its respective financial statements or prepare its prospective tax returns and to any prospective transferee of all of any portions of their respective interests hereunder (including a prospective assignee or sub-licensee); provided that the disclosing Party informs the recipient of the confidential nature of the information. Either Party may also disclose terms of this Agreement to any governmental entity, agency, or person to whom disclosure is required by applicable law, regulation or duty of diligent inquiry and in connection with any action brought to enforce the terms of this Agreement, on account of the breach or alleged breach hereof or to seek judicial determination of the rights or obligations of the parties hereunder. The Parties acknowledge and agree that remedies at law are an inadequate remedy for breach of this paragraph and that as a result either Party shall be entitled to obtain specific performance of the provisions of this paragraph and injunctive relief against any breach thereof without actual damages.

Notwithstanding any provisions of this Agreement to the contrary, Licensee understands that Licensor will comply with the Texas Public Information Act (Chapter 552, Texas Government Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

E. Attorneys' Fees

In the event Licensor successfully brings suit to compel performance of, or to recover for breach of, any covenant or condition hereunder, Licensee shall pay to Licensor reasonable attorneys' fees in addition to the amount of the judgment and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation.

F. Compliance with Laws

Licensee agrees not to use the Licenses Premises for any unlawful purpose and agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Licensed Premises. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines.

G. No Joint Venture

This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee. Licensee will have no authority to act for or on behalf of Licensor except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Licensee may not incur any debt, obligation, expenses, or liability of any kind on behalf of Licensor.

H. No Third Party Beneficiaries Intended

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

I. Severability

If any provision of this Agreement will, for any reason, be held to violate any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision will not be held to invalidate any other provisions, which other provisions will remain in full force and effect unless removal of said invalid provisions destroys the legitimate purpose of the Agreement, in which event the Agreement will be canceled.

J. Recording

Licensee shall not record this Agreement.

K. Personal License

The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein. This Agreement shall not be assignable by Licensee, in whole or in part, without the prior written consent of Licensor.

L. Right of Entry

At ant time during the term or terms hereof, Licensor or its representatives shall have the right, without effecting an eviction, constructive or actual, or disturbance of Licensee's use or possession, to enter the Licensed Premises at all reasonable times during business hours, upon prior notice of not less than twenty-four (24) hour, for the purpose of inspecting the Licensed Premises provided that such entry shall not unreasonably interfere with Licensee's use and enjoyment of the Licensed Premises.

M. Dates of Performance

In the event that the date for performance by either Party of any obligation hereunder are required to be performed by such Party falls on a Saturday, Sunday, nationally established holiday or state established holiday in the state that the Licensor or Licensee has its principal place of business, the time for performance of such obligation shall be deemed extended until the next business day following such date.

N. Federal Notices

1. Equal Employment Opportunity. Licensee shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Licensee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, creed, or national origin.
2. Compliance with Environmental Standards. Licensee shall comply with the provisions of the Clean Air Act, as amended, and the Federal Water pollution Control Act, as amended.

O. Exhibits

This Agreement incorporates by reference the following Exhibits:

1. Exhibit A (Licensed Property)
2. Exhibit B (Insurance Coverage)

P. Merger

This Agreement embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations. In executing this Agreement, the parties do not rely upon any statement, promise, or representation not expressed herein. This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

Q. Notice

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations required under this Agreement or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

R. Condemnation

If all, or any, portion of the Licensed Property including, but not limited to, the air ways over and across the Licensed Property, is condemned by any authority with condemnation powers, the proceeds of such condemnation shall be the property of Licensor.

S. Time is of the essence in this Agreement. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays, and Texas legal banking holiday, then such obligation shall be performed on the next following regular business day.

III. Signatories

A. Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

B. Effect Date of Execution

The Agreement will be executed and effective as of the date of the last Party to sign (the "Effective Date").

C. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who are duly authorized to bind the Parties as set forth above.

Capital Metropolitan Transportation Authority

By:_____

Linda S. Watson
President/CEO

Date:_____

Approved as to form:

Legal

_____

City of Leander

By:_____

Christopher Fielder
Mayor

Date:_____

Approved as to form:

By:_____

Title:

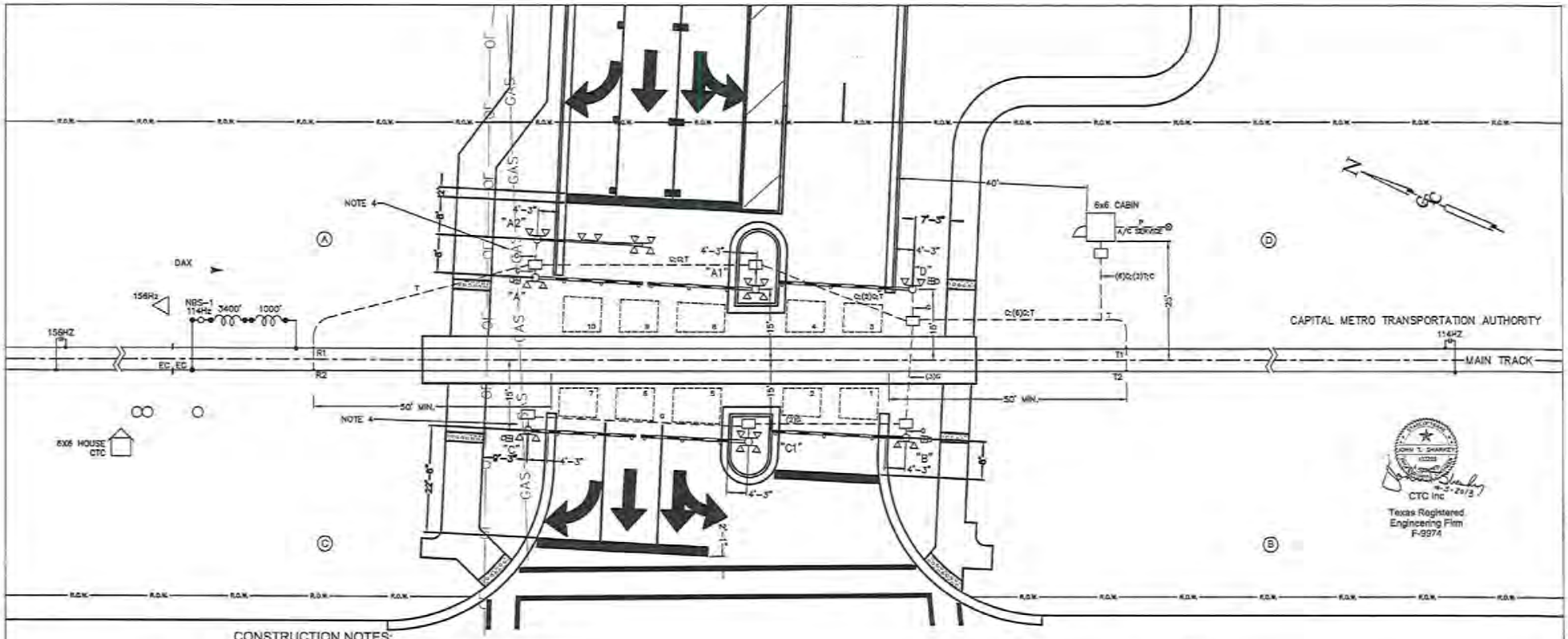
Exhibit A
Licensed Property

Exhibit "B"
Insurance Coverage

Required Certificate of Insurance
General Liability of at least One Million Dollars and NO/100 ($1,000,000.00)
Worker's Compensation/Employer's Liability of at least One Million Dollars and NO/100 ($1,000,000.00)
Auto Liability of at least One Million Dollars and NO/100 ($1,000,000.00)
Licensor named as "additional insured"

Licensee's policy to include the following language:

"Licensee indemnifies and holds harmless Licensor as provided in the Agreement by and between Licensor and Licensee."



SIGNALS:

ALL LIGHTS TO BE L.E.D.
GATE "A" = 23'
GATE "A1" = 23'
CANTILEVER "A2" = 22'
GATE "B" = 28'
GATE "C" = 23'
GATE "C1" = 23'
GATE "D" = 28'

CABLE RUNS:

G = 7C#6/7C#9
T = 2C#6 TW
C = 7C#6

CONSTRUCTION NOTES:

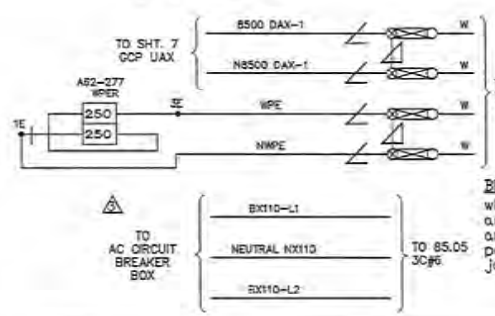
1. APPROACHES TO BE BONDED MIN. 100' PAST SHUNTS
2. TRANSMITTER WIRE T1 & T2 MUST BE RUN TO THE TRACK BUNGALOW SIDE OF CROSSING.
3. ALL NEW U.G. CABLE.
4. A MINIMUM OF 5' OF SEPARATION WILL BE MAINTAINED FROM THE BOTTOM OF THE GATE AND CANTILEVER FOUNDATIONS TO THE TOP OF ATMOS GAS PIPELINE. IF THE AMOUNT OF SEPARATION NEEDS TO BE DECREASED FOR ANY REASON PLEASE NOTIFY ATMOS ENERGY TO RE-EVALUATE THE CROSSING.

SCOPE OF WORK:

INSTALL FLASHING LIGHTS, GATES, & CANT, MODIFY 6X6 BUNGALOW WITH CONSTANT WARNING CIRCUITRY. INSTALLATION TO INCLUDE NEW CABLE, AND NARROW BAND SHUNTS.

LEGEND:

- = BELL
- = SIGNAL FOUNDATION
- = PULLBOX



WARNING!

HIGHWAY-RAIL GRADE CROSSING WARNING SYSTEM AND HIGHWAY TRAFFIC SIGNALS ARE INTERCONNECTED.

BEFORE MODIFICATION is made to any operation which connects to or controls the timing of an active railroad warning system and/or timing and phasing of a traffic signal the appropriate party(ies) shall be notified and, if necessary, a joint inspection conducted.

NO COVER SHEET

NO.	REVISION	BY	DATE	APPD
2	CHANGES FROM REVISION 1		08/23/07	
3	REV. APPROACH, ADD DAX & PRE-EMPTION	W.L.	09/04/08	
4	ADVANCED PREEMPTION	TCS	12/18/08	
4	AS INSTALLED	WCL	10/20/09	
5	PER AS INSTALLED	HAX	11/18/10	
6	REVISED FOR ROAD WIDENING	CTC	01/08/13	

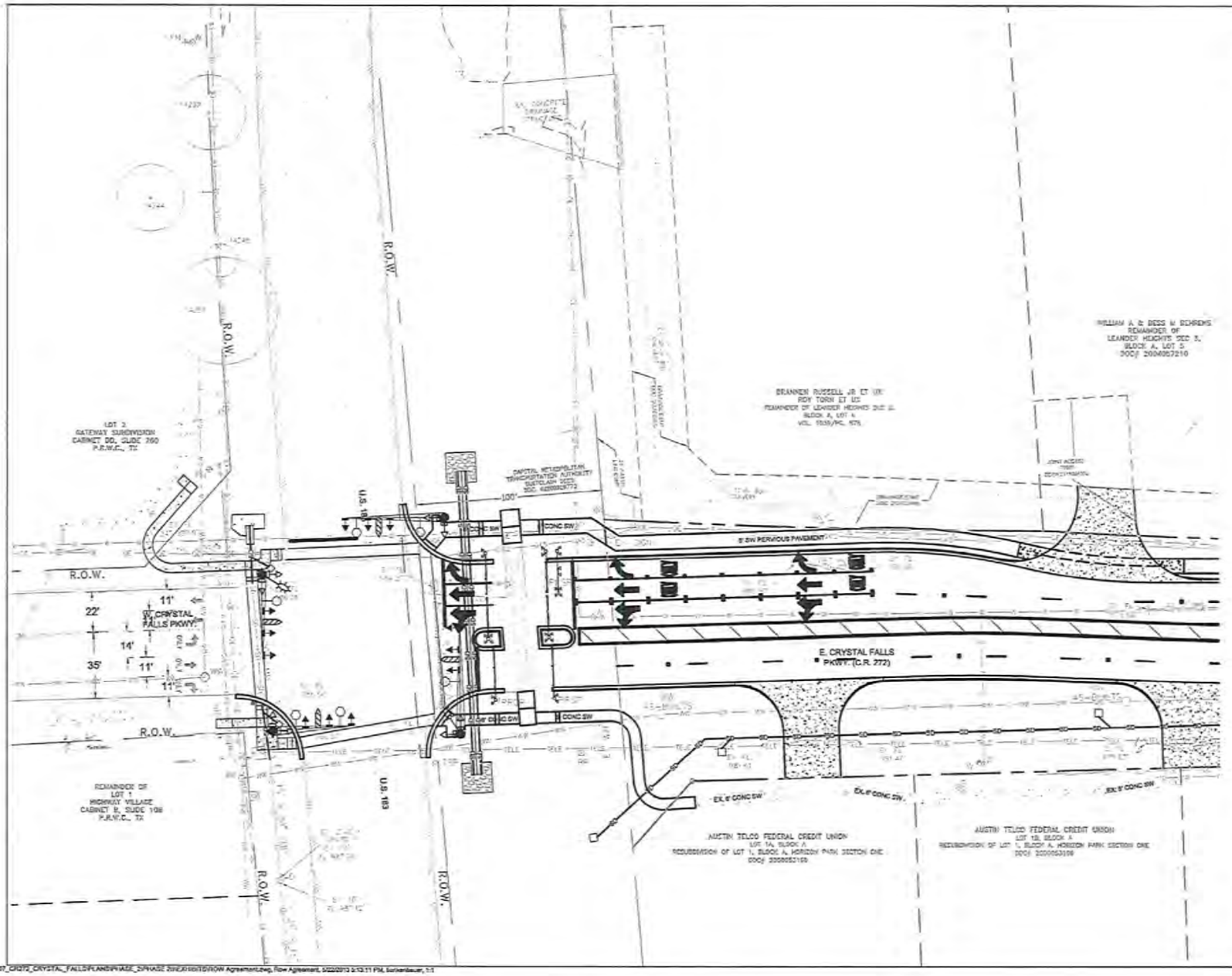
CAPITAL METRO

CTC Inc
FORT WORTH, TX 76109
(817) 886-8210
WWW.CTCINC.COM

CMTA RAILROAD

DOT NUMBER 744 830J	CRYSTAL FALLS PKWY. MP 85.00				LEANDER, TEXAS
PROJECT No. CT09231	SITE LAYOUT HIGHWAY RAILROAD GRADE CROSSING WARNING SYSTEM				
PROJECT APPROVED BY E. BURNS	PROJECT ENGINEER W.C.L.	DRAWN BY & DATE: D.P. 01/31/07	SHEET 01 of 28	DWG NO. 85.00 - S01	REV.

EXHIBIT "A"



TBPE FIRM REGISTRATION # F-45

BAKER-AICKLEN & ASSOCIATES, INC.

Engineers • Surveyors • GIS • Planning

507 W. LIBERTY AVE. ROUND ROCK, TX 78664

512 244-9600

CITY OF LEANDER

NO.	DATE	REVISIONS	RECOM'D

PROJECT

EAST CRYSTAL FALLS PARKWAY PHASE II B

SHEET

EXHIBIT "A"

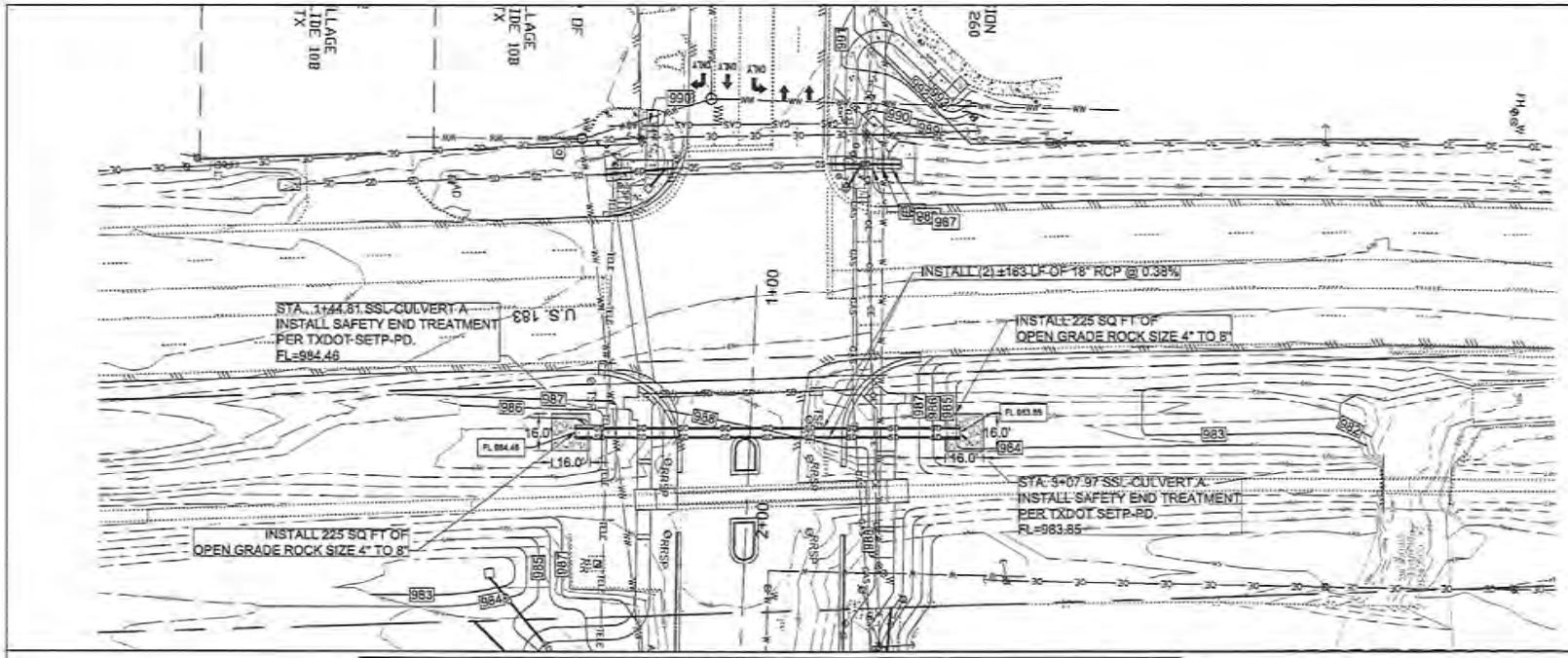
CAD FILE

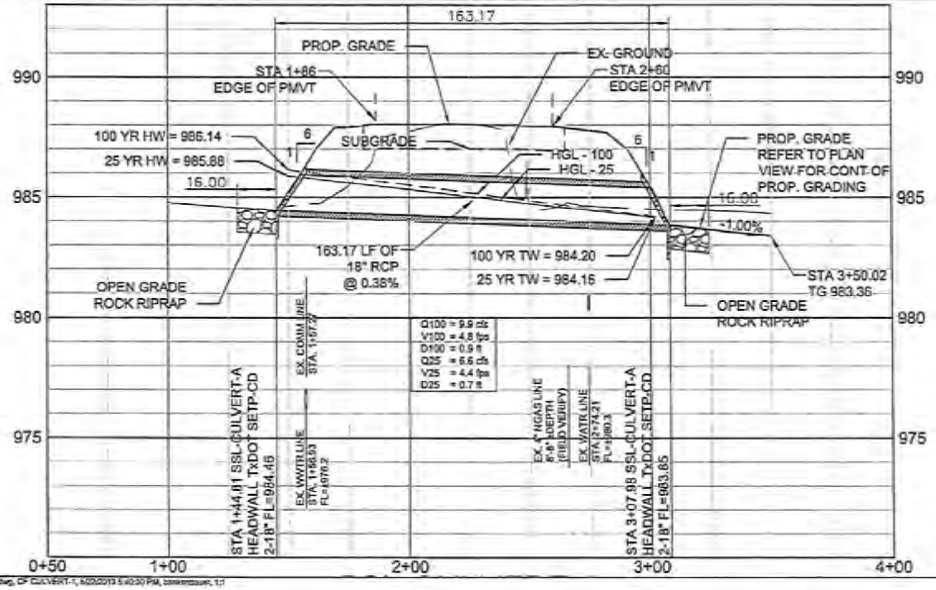
ROW Agreement

PROJECT NUMBER	PLOT SCALE	DATE
0674-2-007-21	AS NOTED	2/5/2013

DRAWN	DESIGNED	APPROVED	SHEET NO.
TJR/DWC	CLM	CLM	1 OF 1

K:\EPDWG\0674-2-007_CR272_CRYSTAL_FALLS\PLANS\PHASE_2\PHASE 2\NEXHIBITS\ROW Agreement.dwg, Row Agreement, 5/22/2013 3:13:11 PM, burkenbauer, 1:1





TBPE FIRM REGISTRATION # F-45
BAKER-AICKLEN & ASSOCIATES, INC.
Engineers • Surveyors • GIS • Planning
507 N. LIBERTY AVE. ROUND ROCK, TX 78664
512 344-9520

SCALE: 1"=50' HOR
1"= 5' VER
0 25 50

CITY OF
LEANDER

NO.	DATE	REVISIONS	RECOMP'D

PROJECT
EAST CRYSTAL FALLS
PARKWAY PHASE II B

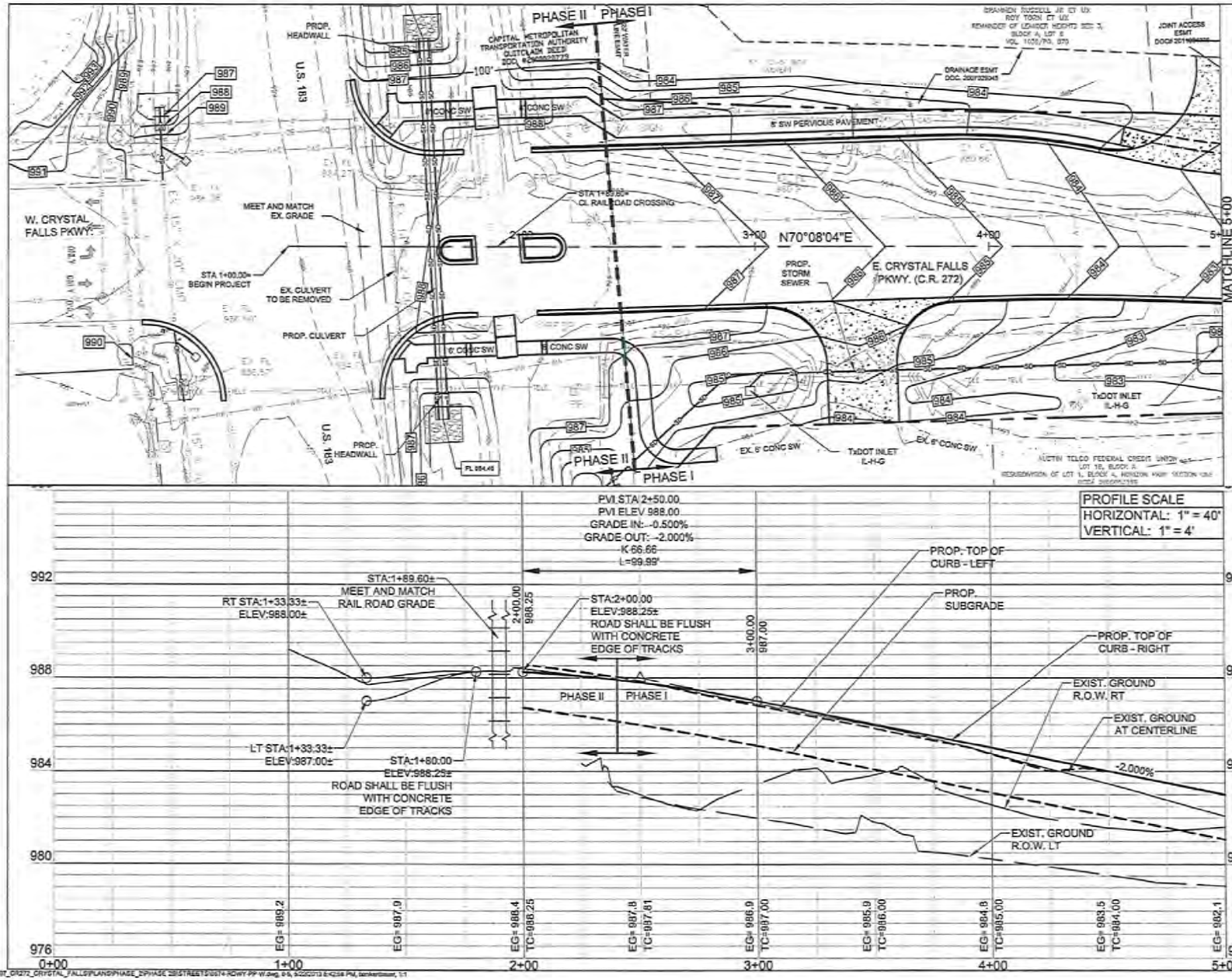
SHEET
EXHIBIT "A"
STORM SEWER
CULVERT-1

CAD FILE
0574-SS-PP

PROJECT NUMBER	PLOT SCALE	DATE
0574-2-037-21	AS NOTED	5/22/2013

DRAWN	DESIGNED	APPROVED	SHEET NO.
JR/DWC	CLM	CLM	70 OF 180

K:\EPOW\0574-2-037_CRZ\2_CRYSTAL_FALLS\PLAN\PHASE_2\PHASE 2\DRAINAGE\0574-SS-PP.dwg, CP CULVERT-1, 5/22/2013 5:40:30 PM, brownbauer, 1:1



TBPE FIRM REGISTRATION # F-45

BAKER-AICKLEN & ASSOCIATES, INC.

Engineers • Surveyors • GIS • Planning

507 W. LIBERTY AVE. ROUND ROCK, TX 78664

512 244-9620

0 20 40

(PLAN SCALE IN FEET)

LEGEND

R.O.W.

BASELINE

Ex. EDGE OF PAVEMENT

CONCRETE

TREE TO BE REMOVED

EXISTING TREE

NOTE:
ALL DIMENSIONS SHOWN ARE TO FACE OF CURB EXCEPT AS NOTED.

CITY OF LEANDER

NO.	DATE	REVISIONS	RECOM'D

PROJECT

EAST CRYSTAL FALLS PARKWAY PHASE II B

SHEET

EXHIBIT "A"
STA. 1+00 TO STA. 5+00
PLAN PROFILE AND GRADING

CAD FILE

0674-RDWY-PP-W

PROJECT NUMBER	PLOT SCALE	DATE
0674-2-007-21	AS NOTED	5/2/2013

DRAWN	DESIGNED	APPROVED	SHEET NO.
TJR/DWC	CLM	CLM	45 OF 180

K:\EPDWG\0674-2-007_CR272_CRYSTAL_FALLS\PLANS\PHASE_2\PHASE 2B\STREETS\0674-RDWY-PP-W.dwg, 0-5, 5/2/2013 8:42:58 PM, tankerbauer, 1:1

AGENDA ITEM # 19

Executive Summary

June 6, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Bluffs at Crystal Falls, Section 2, Phase 2A

Background: The subdivision infrastructure improvements required for Bluffs at Crystal Falls, Section 2, Phase 2A, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on June 6, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through June 6, 2013. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Bluffs at Crystal Falls, Section 2, Phase 2A.

Attachments: Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

JAY ENGINEERING COMPANY, INC.
P.O. Box 1220 (512) 259-3882
Leander, TX 78646 Fax 259-8016
Texas Registered Engineering Firm F-4780

April 15, 2013

Wayne S. Watts, P.E., City Engineer
City of Leander
P.O. Box 319
Leander, Texas 7864

Re: Bluffs at Crystal Falls Section 2, Phase 2A
Street, Drainage, Water and Wastewater Improvements
Certificate of Completion

Dear Mr. Watts:

I, the licensed professional engineer of record, have made a final visual observation of the referenced project. I have also visited the site during construction, and observed the installation of street, drainage, water and wastewater improvements. Based on these observations and inspection/testing results, I hereby certify that these improvements were completed in general conformance with the approved plans and specifications.

We trust you will find this information helpful when considering accepting this project. If you should have any questions or need additional information in this regard, please let us know.

Sincerely,

Samuel D. Kiger, P.E.
SDK/s

4-15-13

PN 193-018-20

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF TRAVIS

Date: April 18, 2013

Owner: Taylor Morrison

Contractor/Material
Provider ("Affiant"): Ross Construction, Inc.

Project : The Bluffs at Crystal Falls Sec 2 Ph2A, Utilities, Streets & major Infastructure

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 18th day of Apr, 2013.

AFFIANT:

Signature: _____

Typed Name: NED ROSS

Title: PRESIDENT

Initialed: _____

STATE OF TEXAS

COUNTY OF __TRAVIS___

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th_ day of__Apr_, ___2013_.

[S E A L]

_____
Notary in and for the State of Texas

Name: Gloria Renaker

My commission expires: _____

Initialed: _____

Project: The Bluffs at Crystal Falls Sec. 2 Ph. A
Contractor: Ross Construction, Inc.
Owner: Taylor Morrison at Crystal Falls, LLC

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
	BLUFFS 2A OSAGE AND OFFSITE										
	Water Improvements (320100-10)										
W - 1	WATER AIR RELEASE ASSEMBLY	1					1.00	EA	$ 2,500.00	$2,500.00	$2,500.00
W - 2	8" PVC C900 DR 14 WATER LINE	674					674.00	LF	$ 24.75	$16,681.50	$16,681.50
W - 3	12" PVC C900 DR 14 WATER LINE	980					980.00	LF	$ 34.75	$34,055.00	$34,055.00
W - 4	8" GATE VALVE AND BOX	2					2.00	EA	$ 1,200.00	$2,400.00	$2,400.00
W - 5	8" CAP PLUG	1					1.00	EA	$ 1,200.00	$1,200.00	$1,200.00
W - 6	12" GATE VALVE AND BOX	2					2.00	EA	$ 1,950.00	$3,900.00	$3,900.00
W - 7	12" CAP PLUG	1					1.00	EA	$ 550.00	$550.00	$550.00
W - 8	WATER BOOSTER STATION ALLOWANCE	0					0.00	EA	$ 125,000.00	$0.00	$0.00
W - 9	WET CONNECTION	1					1.00	EA	$ 500.00	$500.00	$500.00
W - 10	5-1/4" HYDRANT ASSEMBLY	2					2.00	EA	$ 3,200.00	$6,400.00	$6,400.00
W - 11	DOUBLE WATER SERVICE	3					3.00	EA	$ 750.00	$2,250.00	$2,250.00
W - 12	SINGLE WATER SERVICE	0					0.00	EA	$ 700.00	$0.00	$0.00
	Subtotal Water Improvements									**$70,436.50**	**$70,436.50**
	Wastewater Impr. (320120-10)										
WW - 1	8" PVC WW - SDR 26	95					95.00	LF	$ 35.50	$3,372.50	$3,372.50
WW - 2	12" PVC WW - SDR 26	880					880.00	LF	$ 41.50	$36,520.00	$36,520.00
WW - 3	WW MANHOLES	6					6.00	EA	$ 4,280.00	$25,680.00	$25,680.00
	MANHOLE COATING	0			6.0		6.00	EA	$ 960.00	$0.00	$5,760.00
	Subtotal Wastewater Impr.									**$65,572.50**	**$71,332.50**
	Drainage Impr. (320140-10)										
D - 1	10' CURB INLETS	4					4.00	EA	$ 2,600.00	$10,400.00	$10,400.00
D - 2	5' SS MANHOLE	5					5.00	EA	$ 3,500.00	$17,500.00	$17,500.00
D - 3	5' SS MANHOLE W/JUNCTION BOX	0					0.00	EA	$ 4,300.00	$0.00	$0.00
D - 4	18" RCP	820					820.00	LF	$ 37.00	$30,340.00	$30,340.00
D - 5	24" RCP	60					60.00	LF	$ 45.00	$2,700.00	$2,700.00
D - 6	36" RCP	300					300.00	LF	$ 87.00	$26,100.00	$26,100.00
D - 7	42" RCP	380					380.00	LF	$ 115.00	$43,700.00	$43,700.00

Project: The Bluffs at Crystal Falls Sec. 2 Ph. A
Contractor: Ross Construction, Inc.
Owner: Taylor Morrison at Crystal Falls, LLC

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
D - 8	42" SS OUTFALL/STILLING BASIN	0					0.00	EA	$ 4,500.00	$0.00	$0.00
D - 9	4' x 4' AREA INLET	0					0.00	EA	$ 3,000.00	$0.00	$0.00
	Subtotal Drainage Impr.									**$130,740.00**	**$130,740.00**
	Street Improvements (310100-10)										
S - 1	SUBGRADE PREPARATION	4,865					4865.00	SY	$ 1.95	$9,486.75	$9,486.75
S - 2	8" FLEX. BASE	0					0.00	SY	$ 7.60	$0.00	$0.00
S - 3	10" FLEX. BASE	4,865					4865.00	SY	$ 9.10	$44,271.50	$44,271.50
S - 4	1-1/2" HMAC	0					0.00	SY	$ 8.90	$0.00	$0.00
S - 5	2" HMAC	4,040					4040.00	SY	$ 11.25	$45,450.00	$45,450.00
S - 6	CURB AND GUTTER	3,908					3908.00	LF	$ 9.00	$35,172.00	$35,172.00
S - 7	4' SIDEWALK	0					0.00	LF	$ 15.00	$0.00	$0.00
S - 8	5' SIDEWALK	3,768					3768.00	LF	$ 18.75	$70,650.00	$70,650.00
S - 9	ADA RAMPS	0			4.0		4.00	EA	$ 750.00	$0.00	$3,000.00
S - 10	STRIPING	0				1.00	1.00	LS	$ 6,090.39	$0.00	$6,090.39
	Subtotal Street Improvements									**$205,030.25**	**$214,120.64**
	BLUFFS 2A INTERNAL IMPROVEMENTS										
	Water Improvements (320100-10)										
W - 1	WATER AIR RELEASE ASSEMBLY	0					0.00	EA	$ 2,500.00	$0.00	$0.00
W - 2	8" PVC C900 DR 14 WATER LINE	2,176					2176.00	LF	$ 24.75	$53,856.00	$53,856.00
W - 4	8" GATE VALVE AND BOX	10					10.00	EA	$ 1,200.00	$12,000.00	$12,000.00
W - 5	8" CAP PLUG	2					2.00	EA	$ 1,200.00	$2,400.00	$2,400.00
W - 6	12" GATE VALVE AND BOX	0					0.00	EA	$ 1,950.00	$0.00	$0.00
W - 7	12" CAP PLUG	0					0.00	EA	$ 550.00	$0.00	$0.00
W - 8	WATER BOOSTER STATION ALLOWANCE	1					1.00	EA	$ 125,000.00	$125,000.00	$125,000.00
W - 9	WET CONNECTION	2					2.00	EA	$ 500.00	$1,000.00	$1,000.00
W - 10	5-1/4" HYDRANT ASSEMBLY	5					5.00	EA	$ 3,200.00	$16,000.00	$16,000.00
W - 11	DOUBLE WATER SERVICE	29					29.00	EA	$ 750.00	$21,750.00	$21,750.00
W - 12	SINGLE WATER SERVICE	4					4.00	EA	$ 700.00	$2,800.00	$2,800.00
	Subtotal Water Improvements									**$234,806.00**	**$234,806.00**

Project: The Bluffs at Crystal Falls Sec. 2 Ph. A
Contractor: Ross Construction, Inc.
Owner: Taylor Morrison at Crystal Falls, LLC

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
	Wastewater Impr. (320120-10)										
WW - 1	8" PVC WW - SDR 26	1,885					1885.00	LF	$ 35.50	$66,917.50	$66,917.50
WW - 2	WW MANHOLES	10					10.00	EA	$ 4,280.00	$42,800.00	$42,800.00
	MANHOLE COATING	0			10.0		10.00	EA	$ 960.00	$0.00	$9,600.00
WW - 3	DOUBLE WW SERVICE	26					26.00	EA	$ 750.00	$19,500.00	$19,500.00
WW - 4	SINGLE WW SERVICE	4					4.00	EA	$ 700.00	$2,800.00	$2,800.00
	Subtotal Wastewater Impr.									**$132,017.50**	**$141,617.50**
	Drainage Impr. (320140-10)										
D - 1	10' CURB INLETS	9					9.00	EA	$ 2,600.00	$23,400.00	$23,400.00
D - 2	4' SS MANHOLE	5					5.00	EA	$ 3,000.00	$15,000.00	$15,000.00
D - 4	18" RCP	920					920.00	LF	$ 37.00	$34,040.00	$34,040.00
D - 5	24" RCP	640					640.00	LF	$ 45.00	$28,800.00	$28,800.00
	Subtotal Drainage Impr.									**$101,240.00**	**$101,240.00**
	Street Improvements (310100-10)										
S - 1	SUBGRADE PREPARATION	7,753					7753.00	SY	$ 1.95	$15,118.35	$15,118.35
S - 2	8" FLEX. BASE	7,753					7753.00	SY	$ 7.20	$55,821.60	$55,821.60
S - 4	1-1/2" HMAC	6,399					6399.00	SY	$ 8.50	$54,391.50	$54,391.50
S - 6	CURB AND GUTTER	4,064					4064.00	LF	$ 9.00	$36,576.00	$36,576.00
	ADA RAMPS	0			8.0		8.00	EA	$ 750.00	$0.00	$6,000.00
	Subtotal Street Improvements									**$161,907.45**	**$167,907.45**
	TOTAL									**$1,101,750.20**	**$1,132,200.59**
	Total Contract									**$1,101,750.20**	**$1,132,200.59**
									10% MIANTENANCE BOND AMOUNT =		**$113,220.06**

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED
PROFESSIONAL ENGINEER

4-23-13

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS § Bond No. 711935P

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that **Ross Construction, Inc.** as Principal, whose address is **P.O. Box 93188, Austin, TX 78709** and **Developers Surety and Indemnity Company** a Corporation organized under the laws of the State of **Iowa**, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of **One Hundred Thirteen Thousand Two Hundred Twenty and 06/100's** Dollars **($113,220.06)** to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed **The Bluffs at Crystal Falls Section 2, Phase 2A-Street, Drainage, Water and Wastewater Improvements including Trench Backfill** (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11th day of April, 2013.

Ross Construction, Inc.
Principal

By: _____

Title: President
Address: PO Box 93188 Austin, TX 78709

P.O. Box 93188
Austin, TX 78709

Developers Surety and Indemnity Company
Surety

By: _____

Title: **John W. Schuler, Attorney-in fact**
Address: 105 Decker Court, Ste. 670, Irving, Texas 75062

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

Time Insurance Agency

1405 East Riverside Drive, Austin, TX

(Seal)

Bond Number: 711935P

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Stephen R. Smith, John W. Schuler, Tom Mulanax, Walter E. Benson Jr., Thomas X. Brewka, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this October 4th, 2011.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Steve A. Tvedt
Steve A. Tvedt, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On October 4, 2011 (Date) before me, Antonio Alvarado, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Steve A. Tvedt (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Antonio Alvarado, Notary Public

ANTONIO ALVARADO
COMM. # 1880643
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Aug. 9, 2013

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 11th day of April , 2013.

By: Gregg N. Okura
Gregg Okura, Assistant Secretary

ID-1438(Rev.10/11)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephoen number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tanbien puede escribir a Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

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

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

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

THE INSCO DICO GROUP

Insco Insurance Services, Inc.
Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California
17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.InscoDico.com

ID-1404 (TX) (Rev. 5/12)

AGENDA ITEM # 20

Executive Summary

June 6, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Fairways at Crystal Falls, Section 2, Phase 2

Background: The subdivision infrastructure improvements required for The Fairways at Crystal Falls, Section 2, Phase 2, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on June 6, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through June 6, 2013. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for The Fairways at Crystal Falls, Section 2, Phase 2.

Attachments: Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

JAY ENGINEERING COMPANY, INC.
P.O. Box 1220
Leander, TX 78646
(512) 259-3882
Fax 259-8016
Texas Registered Engineering Firm F-4780

May 7, 2013

Wayne S. Watts, P.E., City Engineer
City of Leander
P.O. Box 319
Leander, Texas 7864

Re: Fairways at Crystal Falls Section 2, Phase 2
Street, Drainage, Water and Wastewater Improvements
Certificate of Completion

Dear Mr. Watts:

I, the licensed professional engineer of record, have made a final visual observation of the referenced project. I have also visited the site during construction, and observed the installation of street, drainage, water and wastewater improvements. Based on these observations and inspection/testing results, I hereby certify that these improvements were completed in general conformance with the approved plans and specifications.

We trust you will find this information helpful when considering accepting this project. If you should have any questions or need additional information in this regard, please let us know.

Sincerely,

Samuel D. Kiger, P.E.
SDK/s

5-7-13

PN 193-017-20

MAINTENANCE BOND
Subdivision Improvements

Bond No. 711945P

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that **Ross Construction, Inc.** as Principal, whose address is PO Box 93188, Austin, TX 78709 and **Developers Surety and Indemnity Company,** a Corporation organized under the laws of the State of Iowa, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the **City of Leander, Texas** as Obligee, in the penal sum of **Seventeen Thousand Nine Hundred Seventy Seven & 80/100's Dollars ($17,977.80)** to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed **The Fairways at Crystal Falls Sec. 2, Ph. 2- Drainage, Water & Wastewater, Including Trench Backfill** (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this **10th day May, 2013** .

Ross Construction, Inc.
Principal

By: _____

Title: _____

Address: PO Box 93188, Austin, TX 78709

Developers Surety and Indemnity Company
Surety

By: _____

Title: John W. Schuler, Attorney-in-Fact

Address: 105 Decker Court, Ste.670
Irving, TX 75062

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

Bond Number: 711945P

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:
Stephen R. Smith, John W. Schuler, Tom Mulanax, Walter E. Benson Jr., Thomas X. Brewka, jointly or severally

as its true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this October 4th, 2011.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Steve A Tvedt
Steve A. Tvedt, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On October 4, 2011 (Date) before me, Antonio Alvarado, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Steve A. Tvedt (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Antonio Alvarado, Notary Public

ANTONIO ALVARADO
COMM. # 1860643
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Aug. 9, 2013

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 10th day of May , 2013.

By: Gregg N. Okura
Gregg Okura, Assistant Secretary

ID-1438(Rev.10/11)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephoen number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

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Irvine, CA 92623-9725

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P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

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

THE INSCO DICO GROUP

Insco Insurance Services, Inc.
Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California
17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.InscoDico.com

Project: The Fairways at Crystal Falls, Sec. 2 Phase 2
Contractor: Ross Construction, Inc.
Owner: Taylor Morrison at Crystal Falls, LLC

Pay Request No.: Six
Pay Request Thru: 4/30/2013

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
	Fairways Sec. 2 Ph 2										
	Water Improvements (320100-10)										
W - 1	WATER AIR RELEASE ASSEMBLY	2					2.00	EA	2,500.00	$5,000.00	$5,000.00
W - 2	8" PVC C900 DR 14 WATER LINE	1,826					1826.00	LF	28.00	$51,128.00	$51,128.00
W - 3	8" GATE VALVE AND BOX	6					6.00	EA	1,200.00	$7,200.00	$7,200.00
W - 4	8" WATER LINE CAP/PLUG	2					2.00	EA	1,200.00	$2,400.00	$2,400.00
W - 5	CONNECTION TO EXISTING WATER LINE	2					2.00	EA	1,000.00	$2,000.00	$2,000.00
W - 6	5-1/4" HYDRANT ASSEMBLY	3					3.00	EA	3,800.00	$11,400.00	$11,400.00
W - 7	DOUBLE WATER SERVICE	18					18.00	EA	950.00	$17,100.00	$17,100.00
W - 8	SINGLE WATER SERVICE	4					4.00	EA	900.00	$3,600.00	$3,600.00
	Subtotal Water Improvements									**$99,828.00**	**$99,828.00**
	Wastewater Impr. (320120-10)										
WW - 1	2" PVC SDR 21 WW PRESSURE LINE	1,850					1850.00	LF	23.00	$42,550.00	$42,550.00
WW - 2	DOUBLE WW SERVICE	18					18.00	EA	950.00	$17,100.00	$17,100.00
WW - 3	SINGLE WW SERVICE	4					4.00	EA	900.00	$3,600.00	$3,600.00
WW - 4	WASTEWATER AIR RELEASE ASSEMBLY	2					2.00	EA	2,500.00	$5,000.00	$5,000.00
WW - 5	2" WASTEWATER ISOLATION VALVE	4					4.00	EA	1,500.00	$6,000.00	$6,000.00
WW - 6	2" FLUSHING CLEANOUT STATION (END OF LINE)	2					2.00	EA	2,500.00	$5,000.00	$5,000.00
WW - 7	2" FORCE MAIN CAP/PLUG	2					2.00	EA	350.00	$700.00	$700.00
	Subtotal Wastewater Impr.									**$79,950.00**	**$79,950.00**
	TOTAL									**$179,778.00**	**$179,778.00**
									10% MAINTENANCE BOND AMOUNT =		**$17,977.80**

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED PROFESSIONAL ENGINEER
5/14/13

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF TRAVIS

Date: May 13, 2013

Owner: Taylor Morrison

Contractor/Material
Provider ("Affiant"): Ross Construction, Inc.

Project : Fairways 2-2 , Utilities, Streets & major Infastructure

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this _13th day of _May_____, _2013____.

AFFIANT:

Signature: _____

Typed Name: _____NED ROSS _____

Title: _____PRESIDENT_____

Initialed: _____

STATE OF TEXAS

COUNTY OF __TRAVIS___

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th_ day of __May_, ___2013_.

[S E A L]

Notary in and for the State of Texas

Name:_____

My commission expires: _____

Initialed: _____

AGENDA ITEM # 21

Executive Summary

June 6, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Benbrook Ranch, Section Three, Phase One

Background: The subdivision infrastructure improvements required for Benbrook Ranch, Section Three, Phase One, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on June 6, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through June 6, 2013. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Benbrook Ranch, Section Three, Phase One.

Attachments: Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Benbrook Ranch Section Three Phase One

SCOPE OF WORK: W: _____ WW: _____ S/D: _____ ALL: X SITE WORK _____

OWNER/DEVELOPER'S Name and Address:	CONSULTANT ENGINEER'S Name and Address:
Benbrook Development, Inc.	Danny R. Martin, P.E., R.P.L.S.
John S. Lloyd	Malone/Wheeler, Inc.
4111 Lakeplace Lane	Firm Registration No. F-786
Austin, Texas 78746	7500 Rialto Blvd., Bldg. 1, Suite 240
	Austin, Texas 78735

This is to certify that I, the undersigned professional engineer, or my duly appointed representative, on 11/30/12, made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans was noted which may materially affect the usefulness of the work for purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project by the City of Leander, upon satisfactory correction and or completion of the following items:

1. Establishment of vegetation in hydromulched areas.

(Seal)

Signature

12/13/12
Date

44960
Texas Registration Number

MAINTENANCE BOND
Subdivision Improvements

Bond No. MNT9006381

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is P.O. Box 1279, Pflugerville, Texas 78691 and Fidelity and Deposit Company of Maryland, Colonial American Casually and Surety Company a Corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Two Hundred Sixty One Thousand Seven Hundred Fifty Seven and 99/100's Dollars ($ 261,757.99) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Benbrook Ranch Section 3, Phase 1 Water, Wastewater, Drainage, Streets, Earthwork (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 21st day of November, 2012.

Cash Construction Company, Inc.
Principal

By: _____

Title: Vice President

Address: _____

P.O. Box 1279

Pflugerville, Texas 78691

Fidelity and Deposit Company of Maryland
Colonial American Casualty and Surety Company
Surety

By: _____

Title: David S. Ballew, Attorney-In-Fact

Address: _____

1400 American Lane, Tower I, 18th Floor

Schaumburg, IL 60196-1056

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

Ballew Insurance Agency, Inc., David S. Ballew

8140 N. Mopac Expy, Bldg. 1, Suite 100, Austin, Texas 78759

(Seal)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **David S. BALLEW, of Austin, Texas,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

FOR YOUR PROTECTION
FOR THE ZIP CODE INDICATED

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 31st day of August, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

By:

Eric D. Barnes *Assistant Secretary* *Theodore G. Martinez*

State of Maryland }
Baltimore County } ss:

On this 31st day of August, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Dennis R. Hayden *Notary Public*
My Commission Expires: February 15, 2013

Fidelity and Deposit Companies
Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

APPLICATION FOR PAYMENT

CONTRACTOR:	OWNER:
CASH CONSTRUCTION COMPANY, INC. P.O. BOX 1279 PFLUGERVILLE, TEXAS 78691 (512) 251-7872 Fax (512) 990-5609	BENBROOK DEVELOPMENT, INC. 4111 LAKEPLACE LANE AUSTIN, TEXAS 78746

PROJECT NAME: **BENBROOK RANCH SECTION 3, PHASE 1**
CASH JOB NO: 620

PROJECT DATE AS OF:	11/25/2012
BILLED TO PAY REQUEST NO.:	9-Retainage
TOTAL WORK COMPLETED TO DATE	$2,201,805.60
RETAINAGE:	$0.00
AMOUNT DUE THIS ESTIMATE:	$2,201,805.60
PREVIOUS BILLINGS:	$2,201,805.60
CURRENT AMOUNT DUE	$0.00

CONTRACT DATE:	03/23/2012
ORIGINAL CONTRACT AMOUNT:	**$2,129,291.60**
CHANGE ORDER #1	$21,528.00
CHANGE ORDER #2	$50,986.00
CHANGE ORDER #3	
CHANGE ORDER #4	
CHANGE ORDER #5	
REVISED CONTRACT AMOUNT:	**$2,201,805.60**

Contractor's Representative — Date: 12/12/12

Owner's Representative — Date

Engineer's Representative — Date: 12/13/12 Reviewed
Malone Wheeler, Inc.
Firm Registration No. F-786

STATE OF TEXAS
DANNY R. MARTIN
44980
LICENSED
PROFESSIONAL ENGINEER

TO: BENBROOK DEVELOPMENT, INC.
4111 LAKEPLACE LANE
AUSTIN, TEXAS 78746

FROM: CASH CONSTRUCTION COMPANY, INC.
P.O. BOX 1279
PFLUGERVILLE TX. 78691

APPLICATION FOR PAYMENT

JOB NAME: BENBROOK RANCH SECTION 3, PHASE 1
JOB# 620
ESTIMATE # 9-Retainage
DATE 11/25/2012
ORIG. AMOUNT $2,129,291.60
REV. AMOUNT $2,201,805.60
RETAINAGE 5%

TOTAL WORK THIS ESTIMATE	$0.00
TOTAL COMPLETED TO DATE	$2,201,805.60
LESS RETAINAGE	$0.00
TOTAL DUE TO DATE	$2,201,805.60
PREVIOUS BILLINGS	$2,201,805.60
AMOUNT DUE THIS ESTIMATE	$0.00

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QUANITITY THIS ESTIMATE	AMOUNT THIS ESTIMATE	TOTAL QUANITITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	EROSION CONTROLS PHASE 1										
20	SCE	EA	2	$3,000.00	$1,500.00	2		$0.00	2	$3,000.00	100.00%
30	SILT FENCE	LF	3,850	$7,700.00	$2.00	3,850		$0.00	3,850	$7,700.00	100.00%
40	SILT FENCE W/J HOOKS	LF	6,820	$13,640.00	$2.00	6,820		$0.00	6,820	$13,640.00	100.00%
50	TREE PROTECTION	LF	280	$616.00	$2.20	280		$0.00	280	$616.00	100.00%
60	INLET PROTECTION	EA	19	$1,140.00	$60.00	19		$0.00	19	$1,140.00	100.00%
70	SEEDING ROW	SY	10,823	$3,246.90	$0.30	10,823	Saved	$0.00	10,823	$3,246.90	100.00%
72	CONSTRUCTION STAKING FOR SILT FENCE	LF	10,670	$10,670.00	$1.00	10,670		$0.00	10,670	$10,670.00	100.00%
	SUBTOTAL EROSION CONTROLS PHASE 1			**$40,012.90**	(- 27,553.1)			**$0.00**		**$40,012.90**	
	WATER PHASE 1										
110	8" DR-14	LF	3,820	$137,520.00	$36.00	3,820		$0.00	3,820	$137,520.00	100.00%
120	12" DR-14	LF	1,563	$89,091.00	$57.00	1,563		$0.00	1,563	$89,091.00	100.00%
122	OPEN CUT 20" STEEL CASING SLEEVES	LF	60	$8,400.00	$140.00	60		$0.00	60	$8,400.00	100.00%
124	OPEN CUT 20" STEEL CASING SLEEVES	LF	120	$16,800.00	$140.00	120		$0.00	120	$16,800.00	100.00%
130	SINGLE WATER SERVICE	EA	10	$8,500.00	$850.00	10		$0.00	10	$8,500.00	100.00%
140	SOUBLE WATER SERVICE	EA	41	$45,100.00	$1,100.00	41		$0.00	41	$45,100.00	100.00%
150	3" AIR RELEASE	EA	1	$2,100.00	$2,100.00	1		$0.00	1	$2,100.00	100.00%
160	FIRE HYDRANT ASSEMBLY	EA	12	$50,400.00	$4,200.00	12		$0.00	12	$50,400.00	100.00%
170	12" GATE VALVE	EA	5	$9,000.00	$1,800.00	5		$0.00	5	$9,000.00	100.00%
180	8" GATE VALVE	EA	14	$14,000.00	$1,000.00	14		$0.00	14	$14,000.00	100.00%
190	12" WET CONNECTION	EA	1	$1,500.00	$1,500.00	1		$0.00	1	$1,500.00	100.00%
200	8" WET CONNECTION	EA	2	$2,400.00	$1,200.00	2		$0.00	2	$2,400.00	100.00%
210	CONSTRUCTION STAKING	LF	1,563	$1,563.00	$1.00	1,563		$0.00	1,563	$1,563.00	100.00%
220	TRENCH SAFETY	LF	5,263	$2,631.50	$0.50	5,263	Over run	$0.00	5,263	$2,631.50	100.00%
	SUBTOTAL WATER PHASE 1			**$389,005.50**	(+ 111,022.5)			**$0.00**		**$389,005.50**	
	WASTEWATER PHASE 1										
270	8" SDR-26 0-8	LF	400	$14,000.00	$35.00	400		$0.00	400	$14,000.00	100.00%
280	8" SDR-26 8-10	LF	1,430	$52,910.00	$37.00	1,430		$0.00	1,430	$52,910.00	100.00%
290	8" SDR-26 10-12	LF	2,034	$81,360.00	$40.00	2,034		$0.00	2,034	$81,360.00	100.00%
300	8" SDR-26 12-14	LF	925	$40,700.00	$44.00	925		$0.00	925	$40,700.00	100.00%
310	8" SDR-26 14-16	LF	155	$7,750.00	$50.00	155		$0.00	155	$7,750.00	100.00%
315	OPEN CUT 20" STEEL CASING SLEEVES	LF	120	$18,000.00	$150.00	120		$0.00	120	$18,000.00	100.00%
350	4' DIA. MANHOLE 0-8	EA	14	$67,200.00	$4,800.00	14		$0.00	14	$67,200.00	100.00%
360	EXTRA DEPTH	VF	43	$14,620.00	$340.00	43		$0.00	43	$14,620.00	100.00%
370	SINGLE WW SERVICE	EA	4	$4,800.00	$1,200.00	4		$0.00	4	$4,800.00	100.00%
380	SOUBLE WW SERVICE	EA	44	$70,400.00	$1,600.00	44		$0.00	44	$70,400.00	100.00%
390	TIE TO EXIST. STUBOUT	EA	1	$1,000.00	$1,000.00	1		$0.00	1	$1,000.00	100.00%
400	CONSTRUCTION STAKING	LF	4,824	$4,824.00	$1.00	4,824		$0.00	4,824	$4,824.00	100.00%
410	TRENCH SAFETY	LF	6,024	$6,024.00	$1.00	6,024	Over run	$0.00	6,024	$6,024.00	100.00%
	SUBTOTAL WASTEWATER PHASE 1			**$383,588.00**	(+102,759)			**$0.00**		**$383,588.00**	
	DRAINAGE PHASE 1										
460	18" RCP CL. 3 0-6	LF	924	$34,188.00	$37.00	924		$0.00	924	$34,188.00	100.00%
470	18" RCP CL. 3 6-8	LF	220	$9,460.00	$43.00	220		$0.00	220	$9,460.00	100.00%
480	24" RCP CL. 3 0-6	LF	272	$12,512.00	$46.00	272		$0.00	272	$12,512.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QUANITITY THIS ESTIMATE	AMOUNT THIS ESTIMATE	TOTAL QUANITITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
490	30" RCP CL. 3 0-6	LF	273	$16,107.00	$59.00	273		$0.00	273	$16,107.00	100.00%
500	36" RCP CL. 3 0-6	LF	10	$720.00	$72.00	10		$0.00	10	$720.00	100.00%
510	36" RCP CL. 3 6-8	LF	290	$22,330.00	$77.00	290		$0.00	290	$22,330.00	100.00%
520	36" RCP CL. 3 8-10	LF	247	$20,501.00	$83.00	247		$0.00	247	$20,501.00	100.00%
550	4' DIA. MANHOLE	EA	2	$7,400.00	$3,700.00	2		$0.00	2	$7,400.00	100.00%
560	5' DIA. MANHOLE	EA	1	$4,400.00	$4,400.00	1		$0.00	1	$4,400.00	100.00%
570	6' DIA. MANHOLE	EA	1	$5,600.00	$5,600.00	1		$0.00	1	$5,600.00	100.00%
580	10' CURB INLET	EA	19	$71,250.00	$3,750.00	19		$0.00	19	$71,250.00	100.00%
590	18" HEADWALL	EA	1	$3,000.00	$3,000.00	1		$0.00	1	$3,000.00	100.00%
592	24" HEADWALL	EA	1	$3,300.00	$3,300.00	1		$0.00	1	$3,300.00	100.00%
600	CONNECT TO EXIST. RCP	EA	8	$6,400.00	$800.00	8		$0.00	8	$6,400.00	100.00%
660	CONSTRUCTION STAKING	LF	2,238	$2,238.00	$1.00	2,238	Sewer	$0.00	2,238	$2,238.00	100.00%
670	TRENCH SAFETY	LF	2,238.00	$1,119.00	$0.50	2,238		$0.00	2,238	$1,119.00	100.00%
	SUBTOTAL DRAINAGE PHASE 1			**$220,525.00**				**$0.00**		**$220,525.00**	
					(-38,610.6)						
	STREETS PHASE 1										
710	SUBGRADE PREP.	SY	20,546	$24,655.20	$1.20	20,546		$0.00	20,546	$24,655.20	100.00%
720	8" LIME STABILZATION	SY	3,667	$16,501.50	$4.50	3,667		$0.00	3,667	$16,501.50	100.00%
730	8" FLEX BASE	SY	12,237	$69,750.90	$5.70	12,237		$0.00	12,237	$69,750.90	100.00%
740	11" FLEX BASE	SY	5,791	$44,590.70	$7.70	5,791		$0.00	5,791	$44,590.70	100.00%
750	13" FLEX BASE	SY	2,518	$25,683.60	$10.20	2,518		$0.00	2,518	$25,683.60	100.00%
760	2" HMAC	SY	14,994	$152,189.10	$10.15	14,994		$0.00	14,994	$152,189.10	100.00%
770	3.5" HMAC	SY	2,167	$36,839.00	$17.00	2,167		$0.00	2,167	$36,839.00	100.00%
780	CURB & GUTTER	LF	9,640	$106,040.00	$11.00	9,640		$0.00	9,640	$106,040.00	100.00%
790	RIBBON CURB	LF	100	$1,400.00	$14.00	100		$0.00	100	$1,400.00	100.00%
800	ADA RAMPS	EA	18	$15,300.00	$850.00	18		$0.00	18	$15,300.00	100.00%
805	4' SIDEWALK	LF	730	$12,410.00	$17.00	730		$0.00	730	$12,410.00	100.00%
806	VALLEY GUTTER (40')	EA	1	$6,600.00	$6,600.00	1		$0.00	1	$6,600.00	100.00%
807	VALLEY GUTTER (30')	EA	2	$12,000.00	$6,000.00	2		$0.00	2	$12,000.00	100.00%
810	STREET END BARRICADE	EA	6	$4,800.00	$800.00	6		$0.00	6	$4,800.00	100.00%
815	STOP SIGNS AND BARS	EA	4	$3,600.00	$900.00	4		$0.00	4	$3,600.00	100.00%
816	STREET SIGNS	EA	19.00	$5,700.00	$300.00	19	Sewer	$0.00	19	$5,700.00	100.00%
	SUBTOTAL STREETS PHASE 1			**$538,060.00**				**$0.00**		**$538,060.00**	
					(-18,082.45)						
	EARTHWORK PHASE 1										
915	CLEARING & GRUBBING	AC	54	$108,000.00	$2,000.00	54		$0.00	54	$108,000.00	100.00%
918	DEMO. EXISTING HOUSE	EA	1	$7,050.00	$7,050.00	1		$0.00	1	$7,050.00	100.00%
919	DEMO. EXISTING SEPTIC SYSTEM	EA	1	$2,300.00	$2,300.00	1		$0.00	1	$2,300.00	100.00%
920	EXCAVATION ROADS PHASE 1	CY	7,864	$23,592.00	$3.00	7,864		$0.00	7,864	$23,592.00	100.00%
940	EMBANKMENT ROADS PHASE 1	CY	4,722	$8,499.60	$1.80	4,722		$0.00	4,722	$8,499.60	100.00%
960	EXCAVATION GRADE TO DRAIN	CY	5,524	$16,572.00	$3.00	5,524		$0.00	5,524	$16,572.00	100.00%
970	EXCAVATION CHANNEL	CY	3,420	$10,260.00	$3.00	3,420		$0.00	3,420	$10,260.00	100.00%
980	EXCAVATION LOTS - PHASE 1	CY	65,876	$197,628.00	$3.00	65,876		$0.00	65,876	$197,628.00	100.00%
990	EMBANKMENT LOTS - PHASE 1	CY	85,333	$153,599.40	$1.80	85,333		$0.00	85,333	$153,599.40	100.00%
995	MOVE & EMBANKMENT UTILITY SPOIL	CY	5,214	$9,385.20	$1.80	5,214		$0.00	5,214	$9,385.20	100.00%
996	EXCA. & EMB. PH. 2 ROADS TO BALANCE PH. 1	CY	10,607	$21,214.00	$2.00	10,607	Sewer	$0.00	10,607	$21,214.00	100.00%
	SUBTOTAL EARTHWORK PHASE 1			**$558,100.20**				**$0.00**		**$558,100.20**	
					(-223,977.7)						
	CHANGE ORDER #1 - ELECTRIC/DRAINAGE										
	24" RCP	LF	468.00	$21,528.00	$46.00	468.00		$0.00	468	$21,528.00	100.00%
	SUBTOTAL CHANGE ORDER #1			**$21,528.00**				**$0.00**		**$21,528.00**	
	CHANGE ORDER #2 - STREET/DRAINAGE										
	18" RCP CL.IV	LF	188.00	$11,656.00	$62.00	188.00		$0.00	188	$11,656.00	100.00%
	18" SET DOUBLE	EA	2.00	$3,700.00	$1,850.00	2.00		$0.00	2	$3,700.00	100.00%
	6" CONCRETE PAVING	SY	185.00	$14,430.00	$78.00	185.00		$0.00	185	$14,430.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QUANITITY THIS ESTIMATE	AMOUNT THIS ESTIMATE	TOTAL QUANITITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	ROCK RETAINING WALL	SF	650.00	$15,600.00	$24.00	650.00		$0.00	650	$15,600.00	100.00%
	RELOCATE FIRE HYDRANT OUT OF ADA RAMP	EA	2.00	$5,600.00	$2,800.00	2.00		$0.00	2	$5,600.00	100.00%
	SUBTOTAL CHANGE ORDER #2			**$50,986.00**				**$0.00**		**$50,986.00**	
	TOTAL CONTRACT AMOUNT			**$2,201,805.60**				**$0.00**		**$2,201,805.60**	

CONTRACTOR'S AFFIDAVIT OF ALL BILLS PAID AND FINAL RELEASE OF LIENS

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Josh McKay of Cash Construction Company, Inc. (the "Contractor"), who, being first duly sworn by me, upon oath deposes and says that:

1. Affiant is duly authorized to make this affidavit and agreement on behalf of Contractor and is fully and personally cognizant of all facts and matters herein stated.

2. Pursuant to that certain Construction Contract between City of Austin ("Owner") and Contractor dated **March 20, 2012** (the "Contract"). Contractor has performed work and labor and has furnished materials, specially fabricated materials, services and supplies for use in connection with the construction of:

Benbrook Ranch Section 3 Phase 1

3. All bills, debts, claims or accounts now due which Contractor has incurred to any person, firm or corporation for work or labor performed for equipment rental, or for materials, specially fabricated materials, services or supplies furnished in connection with work under such Contract have been paid, settled or discharged in full, and no basis exists for affixation of liens against the above-described Property and improvements thereon by virtue of any work performed under such Contract. Contractor has not received any notice or communication that any subcontractor, materialman, laborer or other party has not been fully paid for all labor performed or materials heretofore furnished in connection with work performed under such Contract.

4. This agreement constitutes a Final Release and Waiver of all Liens to which Contractor may be entitled against the above described Property, all improvements thereon and any fixtures, chattels or other property of Owner, thereon on account of all work performed and all materials furnished under such Contract.

5. Affiant understands that this affidavit is made for the purpose of inducing Owner to make payments under the Contract and that, in making any such advance, Owner will rely upon the accuracy of the matters stated in this affidavit. Contractor therefore agrees to indemnify and hold Owner and Owner's lender, and their respective successors and assigns, harmless from any loss, cost or

expense incurred by virtue of any claims made against them on account of any unpaid bills for labor heretofore performed or for materials, specially fabricated materials, services or other supplies furnished under such Contract.

EXECUTED THIS 12 DAY OF December, 2012.

By: _____
Josh McKay, Vice President

SWORN TO AND SUBSCRIBED by Josh McKay of Cash Construction Company, Inc., before me this 12 day of December, 2012 to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC

STACY SMALL
Notary Public, State of Texas
My Commission Expires
March 04, 2016

AGENDA ITEM # 22

Executive Summary

June 6, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Benbrook Ranch - LISD Shared Lift Station

Background: The subdivision infrastructure improvements required for Benbrook Ranch - LISD Shared Lift Station, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on June 6, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through June 6, 2013. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Benbrook Ranch - LISD Shared Lift Station.

Attachments: Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Benbrook Ranch/LISD Shared Lift Station

SCOPE OF WORK: W: _____ WW: X S/D: _____ ALL: _____ SITE WORK: _____

OWNER/DEVELOPER'S Name and Address:

Benbrook Development, Inc.

472-04 Rockcliff Road

Austin, Texas 78746

CONSULTANT ENGINEER'S Name and Address:

Danny R. Martin, P.E., R.P.L.S.

Malone/Wheeler, Inc.

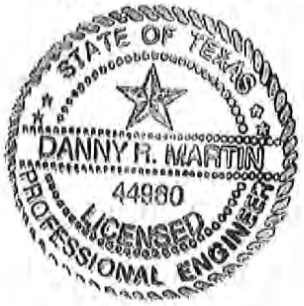
Firm Registration No. F-786

7500 Rialto Blvd., Bldg. 1, Suite 240

Austin, Texas 78735

This is to certify that I, the undersigned professional engineer, or my duly appointed representative, on 4/11/13, made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans was noted which may materially affect the usefulness of the work for purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project by the City of Leander upon satisfactory correction and or completion of the following items:

1. Provide stainless steel lifting chains for pumps per the plans.
2. Provide a suitable mechanical lug terminal block inside enclosure and minimum 2 inch bushing with removable seal in bottom of enclosure per plans.
3. Complete installation of SCADA and demonstrate operation to City.
4. Provide screen on exhaust fan discharge.
5. Remove lifting hooks in valve box vault.
6. Provide two copies of complete O&M manuals with entire system components, equipment, controls, SCADA system, including repair parts as specified.



(Seal)

Signature

04/26/13

Date

44960

Texas Registration Number

cc: John Lloyd, Benbrook Development, Inc.
Jimmy Disler, Leander ISD

BOND NO. 46BCSFA0477a

MAINTENANCE AND WARRANTY BOND

KNOW ALL BY THESE PRESENTS, That we **American Constructors, Inc.** as Principal, and **Hartford Fire Insurance Company**, a Corporation of the State of **Connecticut**, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto the **City of Leander** as Obligee, in the penal sum of **ONE HUNDRED FIFTY EIGHT THOUSAND TWO HUNDRED THIRTY FOUR AND 00/100THS DOLLARS ($158,234.00)** which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed the following improvements:

PROJECT NAME: HIGH SCHOOL 6 – MIDDLE SCHOOL 9 INFRASTRUCTURE BENBROOK PARKWAY/SAN GABRIEL, LEANDER TEXAS

SCOPE OF WORK: UTILITY INFRASTRUCTURE FOR LISD/BENBROOK SHARED FACILITIES:

- **GRAVITY WASTE WATER LINES, MANHOLES AND APPURTENANCES**
- **FORCED MAIN WASTE WATER LINE, LIFT STATION AND ALL CONTROLS**
- **STORM SEWER LINES, BOX CULVERTS, JUNCTION BOXES AND OUTFLOWS**
- **BOX CULVERTS AND OUTFALL STRUCTURES FOR PONDS B AND C**

WHEREAS, the City of Leander requires the Principal to furnish a Maintenance and Warranty Bond to guarantee that the Improvements are in as good a condition at the end of the two year warranty period as when accepted, excepting normal wear and tear. Further, the Maintenance and Warranty Bond guarantees that the Principal will repair, or cause to be repaired, to original condition at acceptance for (2) two years from the date of acceptance by the City of Leander ("Warranty Period"), all deterioration of the Improvements, and all defects in workmanship and materials which may become apparent during the Warranty Period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any deterioration of the Improvements, or defective materials or workmanship of the Improvements, which become apparent within the Warranty Period then this obligation becomes void, otherwise it remains in full force and effect.

SIGNED, SEALED AND DATED THIS 3rd DAY OF May, 2013.

Principal: American Constructors, Inc. (L.S.)

By: _____
Marty Burger, Vice President

Surety: Hartford Fire Insurance Company (L.S.)

By: _____
M Dolores Holter, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT: Agency Code: 70-700105, 61-614256, 46-464099

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

Harvey C. King, John N. Bustard, Wesley I. Uemoto, Maria Morales Minkel, Lisa Konno, Paul C. Kennedy
of
Honolulu, HI

their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **May 3, 2013**

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

Claims Inquiries Notice

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southwest

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number	:	888-266-3488
Fax – Claims	:	860-757-5835 or 860-547-8265
E-mail	:	bond.claims@thehartford.com
Mailing Address	:	The Hartford BOND, T-4 Hartford Plaza 690 Asylum Avenue Hartford, CT 06115

Benbrook Shared Facilities Construction Costs

A - Wastewater Gravity Line		$0
Surveying	$0	
Erosion Controls	$0	
Grading, Excavation, and Fill	$0	
Sanitary Sewer Utilities Material	$0	
Sanitary Sewer Utilities Equipment and Labor	$0	
Revegitation	$0	
General Conditions and Project Management	$0	
B - Wastewater Force Main and Lift Station		$448,467
Surveying	$165	
Erosion Controls	$0	
Force Main Material	$0	
Force Main Equipment and Labor	$0	
Lift Station Material	$121,329	
Lift Station Equipment and Labor	$269,635	
Concrete Paving	$12,572	
Fences and Gates	$7,284	
Revegitation	$0	
General Conditions and Project Management	$37,482	
C- Storm Sewer Line (Benbrook)		$463,190
Surveying	$1,644	
Erosion Controls	$913	
Grading, Excavation, and Fill	$41,050	
Concrete Box Culverts	$134,714	
Storm Drain Utilities Material	$99,072	
Storm Drain Utilities Labor and Equipment	$108,575	
Dewatering, Dust Control, and Misc. Equipment	$18,467	
Revegitation	$17,463	
General Conditions and Project Management	$41,292	
D- Ponds B, C, and Outfall		$0
Surveying	$0	
Erosion Controls	$0	
(4) 6'x4' Box Culverts	$0	
(1) 7'x5' Box Culvert	$0	
General Conditions and Project Management	$0	
Additional Work - Allowances		$2,937
Lift Station Control Panel	2937	
Benbrook TOTAL Construction Cost		**$914,594**

I hereby certify that the final construction costs for public improvements, as designed by Malone/Wheeler, Inc., are shown hereon.

STATE OF TEXAS
DANNY R. MARTIN
44960
LICENSED PROFESSIONAL ENGINEER

05/13/13

Malone Wheeler, Inc.
Firm Registration No. F-786

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF TRAVIS

Date: May 7, 2013

Owner: Benbrook Development Inc.
John S. Lloyd, President
4720-4 Rockcliff Road
Austin, Texas 78746

Contractor/Material
Provider ("Affiant"): American Constructors Inc.
4330 S. Gaines Ranch Loop
Austin, Texas 78735

Project: Benbrook Ranch – Section 3 – Shared Facilities
Drainage, Water, and Wastewater Improvements

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 1st day of May, 2013.

AFFIANT:

Signature: _____

Typed Name: Joe R. Charlton

Title: Project Director

Initialed: _____

STATE OF TEXAS '
COUNTY OF TRAVIS '

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7 day of May, 2013

[S E A L]

MARIE A BAIN
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-21-2014

Marie A. Bain
Notary in and for the State of Texas

Name: MARIE A. BAIN

My commission expires: 4/21/14

Initialed: JRC

AGENDA ITEM # 23

Executive Summary

June 6, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Benbrook Ranch, Section Three, Subdivision Shared Facilities, Drainage, Water, and Wastewater

Background: The subdivision infrastructure improvements required for LISD Benbrook Ranch, Section Three, Subdivision Shared Facilities, Drainage, Water, and Wastewater, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on June 6, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through June 6, 2013. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for LISD Benbrook Ranch, Section Three, Subdivision Shared Facilities, Drainage, Water, and Wastewater.

Attachments: Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Benbrook Ranch – Section 3 – Shared Facilities, Drainage, Water and Wastewater Improvements

SCOPE OF WORK: W: X WW: X D: X ALL: _____ SITE WORK: _____

OWNER/DEVELOPER'S Name and Address:

Benbrook Development, Inc.
4720-4 Rockcliff Road
Austin, Texas 78746

CONSULTANT ENGINEER'S Name and Address:

Danny R. Martin, P.E., R.P.L.S.
Malone/Wheeler, Inc.
Firm Registration No. F-786
7500 Rialto Blvd., Bldg. 1, Suite 240
Austin, Texas 78735

This is to certify that I, the undersigned professional engineer, or my duly appointed representative, on 4/11/13, made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans was noted which may materially affect the usefulness of the work for purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project, save and except the water quality pond, by the City of Leander upon satisfactory correction and or completion of the following items:

1. Cut protruding tie wires flush with headwalls and re-rub the areas.

(Seal)

Danny R. Martin
Signature

04/26/13
Date

44960
Texas Registration Number

cc: John Lloyd, Benbrook Development, Inc.
Jimmy Disler, Leander ISD

BOND NO. 46BCSFA0477a

MAINTENANCE AND WARRANTY BOND

KNOW ALL BY THESE PRESENTS, That we **American Constructors, Inc.** as Principal, and **Hartford Fire Insurance Company**, a Corporation of the State of **Connecticut,** authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto the **City of Leander** as Obligee, in the penal sum of **ONE HUNDRED FIFTY EIGHT THOUSAND TWO HUNDRED THIRTY FOUR AND 00/100THS DOLLARS ($158,234.00)** which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed the following improvements:

PROJECT NAME: HIGH SCHOOL 6 – MIDDLE SCHOOL 9 INFRASTRUCTURE BENBROOK PARKWAY/SAN GABRIEL, LEANDER TEXAS

SCOPE OF WORK: UTILITY INFRASTRUCTURE FOR LISD/BENBROOK SHARED FACILITIES:

- **GRAVITY WASTE WATER LINES, MANHOLES AND APPURTENANCES**
- **FORCED MAIN WASTE WATER LINE, LIFT STATION AND ALL CONTROLS**
- **STORM SEWER LINES, BOX CULVERTS, JUNCTION BOXES AND OUTFLOWS**
- **BOX CULVERTS AND OUTFALL STRUCTURES FOR PONDS B AND C**

WHEREAS, the City of Leander requires the Principal to furnish a Maintenance and Warranty Bond to guarantee that the Improvements are in as good a condition at the end of the two year warranty period as when accepted, excepting normal wear and tear. Further, the Maintenance and Warranty Bond guarantees that the Principal will repair, or cause to be repaired, to original condition at acceptance for (2) two years from the date of acceptance by the City of Leander ("Warranty Period"), all deterioration of the Improvements, and all defects in workmanship and materials which may become apparent during the Warranty Period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any deterioration of the Improvements, or defective materials or workmanship of the Improvements, which become apparent within the Warranty Period then this obligation becomes void, otherwise it remains in full force and effect.

SIGNED, SEALED AND DATED THIS **3rd** DAY OF **May, 2013.**

Principal: American Constructors, Inc. (L.S.)

By: _____
Marty Burger, Vice President

Surety: Hartford Fire Insurance Company (L.S.)

By: _____
M Dolores Holter, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT: Agency Code: 70-700105, 61-614256, 46-464099

- [X] **Hartford Fire Insurance Company,** a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company,** a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company,** a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company,** a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company,** a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois,** a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest,** a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

Harvey C. King, John N. Bustard, Wesley I. Uemoto, Maria Morales Minkel, Lisa Konno, Paul C. Kennedy
of
Honolulu, HI

their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **May 3, 2013**

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

Claims Inquiries Notice

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company
Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southwest

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number	:	888-266-3488
Fax – Claims	:	860-757-5835 or 860-547-8265
E-mail	:	bond.claims@thehartford.com
Mailing Address	:	The Hartford BOND, T-4 Hartford Plaza 690 Asylum Avenue Hartford, CT 06115

Benbrook Shared Facilities Construction Costs

A - Wastewater Gravity Line		$0
Surveying	$0	
Erosion Controls	$0	
Grading, Excavation, and Fill	$0	
Sanitary Sewer Utilities Material	$0	
Sanitary Sewer Utilities Equipment and Labor	$0	
Revegitation	$0	
General Conditions and Project Management	$0	
B - Wastewater Force Main and Lift Station		$448,467
Surveying	$165	
Erosion Controls	$0	
Force Main Material	$0	
Force Main Equipment and Labor	$0	
Lift Station Material	$121,329	
Lift Station Equipment and Labor	$269,635	
Concrete Paving	$12,572	
Fences and Gates	$7,284	
Revegitation	$0	
General Conditions and Project Management	$37,482	
C- Storm Sewer Line (Benbrook)		$463,190
Surveying	$1,644	
Erosion Controls	$913	
Grading, Excavation, and Fill	$41,050	
Concrete Box Culverts	$134,714	
Storm Drain Utilities Material	$99,072	
Storm Drain Utilities Labor and Equipment	$108,575	
Dewatering, Dust Control, and Misc. Equipment	$18,467	
Revegitation	$17,463	
General Conditions and Project Management	$41,292	
D- Ponds B, C, and Outfall		$0
Surveying	$0	
Erosion Controls	$0	
(4) 6'x4' Box Culverts	$0	
(1) 7'x5' Box Culvert	$0	
General Conditions and Project Management	$0	
Additional Work - Allowances		$2,937
Lift Station Control Panel	2937	
Benbrook TOTAL Construction Cost		**$914,594**

I hereby certify that the final construction costs for public improvements, as designed by Malone/Wheeler, Inc., are shown hereon.

STATE OF TEXAS
DANNY R. MARTIN
44860
LICENSED
PROFESSIONAL ENGINEER

05/13/13

Malone Wheeler, Inc.
Firm Registration No. F-786

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF TRAVIS

Date: May 7, 2013

Owner: Benbrook Development Inc.
John S. Lloyd, President
4720-4 Rockcliff Road
Austin, Texas 78746

Contractor/Material
Provider ("Affiant"): American Constructors Inc.
4330 S. Gaines Ranch Loop
Austin, Texas 78735

Project: Benbrook Ranch – Section 3 – Shared Facilities
Drainage, Water, and Wastewater Improvements

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 1st day of May, 2013.

AFFIANT:

Signature: Joe R Charlton

Typed Name: Joe R. Charlton

Title: Project Director

Initialed: JRC

STATE OF TEXAS '
COUNTY OF TRAVIS '

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7 day of May, 2013

[S E A L]

MARIE A BAIN
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-21-2014

Marie A. Bain
Notary in and for the State of Texas

Name: MARIE A. BAIN

My commission expires: 4/21/14

Initialed: JRC

AGENDA ITEM # 24

Executive Summary

June 6, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for LISD Benbrook Ranch Subdivision Shared Facilities, Drainage, Water, and Wastewater

Background: The subdivision infrastructure improvements required for LISD Benbrook Ranch Subdivision Shared Facilities, Drainage, Water, and Wastewater, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on June 6, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through June 6, 2013. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for LISD Benbrook Ranch Subdivision Shared Facilities, Drainage, Water, and Wastewater.

Attachments: Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

ATKINS

Atkins North America, Inc.
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730
Telephone: +1.512.327.6840
Fax: +1.512.327.2453
www.atkinsglobal.com/northamerica

ENGINEER'S CONCURRENCE LETTER FOR PROJECT ACCEPTANCE

PROJECT: LISD Benbrook Ranch Subdivision – Shared Facilities, Drainage, Water and Wastewater

SCOPE OF WORK: W: X WW: X D: X ALL: SITE WORK:

OWNER/DEVELOPER'S Name and Address:

Leander Independent School District

P.O. Box 218

Leander, Texas 78646-0218

CONSULTANT ENGINEER'S Name and Address:

Atkins

6504 Bridge Point Parkway, Suite 200

Austin, Texas 78730

Firm Registration F-474

This is to certify that I, the undersigned professional engineer, or my duly appointed representative, on 11 May 2013, made an on-site inspection of the above referenced project. No discrepancy or deviation from the approved construction plans was noted which may materially affect the usefulness of the work for the purpose and life intended for the project by design, except those listed below. I, therefore, recommend satisfactory correction and /or completion of the following items:

- Storm Sewer Lines: SSL-E and SSL-G
- Force Main – 1
- Wastewater Line A

Firm No F-474

Daniel J. Brown, P.E.

5.15.13

Date

98337

Texas Registration Number

Cc: Jimmy Disler – LISD
Mark McNeal - Atkins

TBPE Firm #F-474

ATKINS

Atkins North America, Inc.
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730
Telephone: +1.512.327.6840
Fax: +1.512.327.2453
www.atkinsglobal.com/northamerica

ENGINEER'S CERTIFICATION OF FINAL PROJECT COSTS

City of Leander
Engineering Department
200 West Willis Street
Leander, Texas 78641-1781

HAND-DELIVERED

Date: 15 May 2013
Project Name: **LISD Benbrook Ranch Subdivision, Construction Plans**
Partial Release of Improvements
Address: Bagdad Road and San Gabriel Parkway
Plan Number: 11-PICP-009

I, the undersigned professional engineer, certify that the attached "Final Project Costs" for the referenced subdivision improvements, dated 5/14/2013, in the amount of $667,746, corresponds with the approved payment applications and associated periodic observations made during the course of construction.

By: _____
Daniel J. Brown, P.E.
TX PE #98337

ATKINS Project # 100003245

STATE OF TEXAS
DANIEL J. BROWN
98337
LICENSED
PROFESSIONAL ENGINEER

5-15-13

Firm No. F474

Final Project Costs - LISD/Benbrook Ranch Subdivision

5/14/2013

A - Wastewater Gravity Line		$224,943
Surveying	$644	
Erosion Controls	$6,079	
Grading, Excavation, and Fill	$8,484	
Sanitary Sewer Utilities Material	$59,872	
Sanitary Sewer Utilities Equipment and Labor	$123,895	
Revegitation	$5,294	
General Conditions and Project Management	$20,675	
B - Wastewater Force Main and Lift Station		$84,880
Surveying	$883	
Erosion Controls	$2,000	
Force Main Material	$9,480	
Force Main Equipment and Labor	$64,707	
Lift Station Material	$0	
Lift Station Equipment and Labor	$0	
Concrete Paving	$0	
Fences and Gates	$0	
Revegitation	$829	
General Conditions and Project Management	$6,981	
C- Storm Sewer Line (Benbrook)		$0
Surveying	$0	
Erosion Controls	$0	
Grading, Excavation, and Fill	$0	
Concrete Box Culverts	$0	
Storm Drain Utilities Material	$0	
Storm Drain Utilities Labor and Equipment	$0	
Dewatering, Dust Control, and Misc. Equipment	$0	
Revegitation	$0	
General Conditions and Project Management	$0	
D- Ponds B, C, and Outfall		$357,923
Surveying	$776	
Erosion Controls	$1,390	
(4) 6'x4' Box Culverts	$224,232	
(1) 7'x5' Box Culvert	$99,795	
General Conditions and Project Management	$31,730	
Additional Work - Allowances		$0
Lift Station Control Panel	$0	
	LISD TOTAL Construction Cost	**$667,746**

BOND NO. 46BCSFA0477a

MAINTENANCE AND WARRANTY BOND

KNOW ALL BY THESE PRESENTS, That we **American Constructors, Inc.** as Principal, and **Hartford Fire Insurance Company**, a Corporation of the State of **Connecticut**, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto the **City of Leander** as Obligee, in the penal sum of **ONE HUNDRED FIFTY EIGHT THOUSAND TWO HUNDRED THIRTY FOUR AND 00/100THS DOLLARS ($158,234.00)** which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed the following improvements:

PROJECT NAME: HIGH SCHOOL 6 – MIDDLE SCHOOL 9 INFRASTRUCTURE BENBROOK PARKWAY/SAN GABRIEL, LEANDER TEXAS

SCOPE OF WORK: UTILITY INFRASTRUCTURE FOR LISD/BENBROOK SHARED FACILITIES:

- **GRAVITY WASTE WATER LINES, MANHOLES AND APPURTENANCES**
- **FORCED MAIN WASTE WATER LINE, LIFT STATION AND ALL CONTROLS**
- **STORM SEWER LINES, BOX CULVERTS, JUNCTION BOXES AND OUTFLOWS**
- **BOX CULVERTS AND OUTFALL STRUCTURES FOR PONDS B AND C**

WHEREAS, the City of Leander requires the Principal to furnish a Maintenance and Warranty Bond to guarantee that the Improvements are in as good a condition at the end of the two year warranty period as when accepted, excepting normal wear and tear. Further, the Maintenance and Warranty Bond guarantees that the Principal will repair, or cause to be repaired, to original condition at acceptance for (2) two years from the date of acceptance by the City of Leander ("Warranty Period"), all deterioration of the Improvements, and all defects in workmanship and materials which may become apparent during the Warranty Period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any deterioration of the Improvements, or defective materials or workmanship of the Improvements, which become apparent within the Warranty Period then this obligation becomes void, otherwise it remains in full force and effect.

SIGNED, SEALED AND DATED THIS 3rd DAY OF May, 2013.

Principal: American Constructors, Inc. (L.S.)

By: _____
Marty Burger, Vice President

Surety: Hartford Fire Insurance Company (L.S.)

By: _____
M Dolores Holter, Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 70-700105, 61-614256, 46-464099**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

Harvey C. King, John N. Bustard, Wesley I. Uemoto, Maria Morales Minkel, Lisa Konno, Paul C. Kennedy
of
Honolulu, HI

their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **May 3, 2013**
Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

THE HARTFORD
FIDELITY & BONDING

Claims Inquiries Notice

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company
Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southwest

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number	:	888-266-3488
Fax – Claims	:	860-757-5835 or 860-547-8265
E-mail	:	bond.claims@thehartford.com
Mailing Address	:	The Hartford BOND, T-4 Hartford Plaza 690 Asylum Avenue Hartford, CT 06115

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF TRAVIS

Date: May 7, 2013

Owner: Benbrook Development Inc.
John S. Lloyd, President
4720-4 Rockcliff Road
Austin, Texas 78746

Contractor/Material
Provider ("Affiant"): American Constructors Inc.
4330 S. Gaines Ranch Loop
Austin, Texas 78735

Project: Benbrook Ranch – Section 3 – Shared Facilities
Drainage, Water, and Wastewater Improvements

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 1st day of May, 2013.

AFFIANT:

Signature: Joe R Charlton

Typed Name: Joe R. Charlton

Title: Project Director

Initialed: JRC

STATE OF TEXAS '
COUNTY OF TRAVIS '

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7 day of May, 2013

[S E A L]

MARIE A BAIN
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-21-2014

Marie A. Bain
Notary in and for the State of Texas

Name: MARIE A. BAIN

My commission expires: 4/21/14

Initialed: MC

AGENDA ITEM # 25

Executive Summary

June 6, 2013

Council Agenda Subject: Consider appointment to the Planning & Zoning Commission to fill a vacancy.

Background: Chris Tovar resigned his position on the Planning & Zoning Commission. This appointment is to fill that vacancy. The Board Selection Committee has been interviewing potential candidates.

Origination: Planning & Zoning Commission

Financial Consideration: N/A

Recommendation: N/A

Attachments: Applications for potential commissioners will either be emailed or brought to the meeting

Prepared by: Debbie Haile, TRMC
City Secretary

AGENDA ITEM # 26

Executive Summary

June 6, 2013

Council Agenda Subject: Consider appointments to the Parks & Recreation Board and Public Arts Commission

Background: The Parks & Recreation Board does not have a vacant position, although one position is expiring. Deborah Antich, who is currently serving in that position has asked to be reappointed. She is in very good standing on this board, has excellent attendance and is recommended highly by Steve Bosak, Parks & Recreation Director.
The Public Arts Commission does have one vacant position and another position expiring. Stan Holcomb currently serves in the position that is expiring. He has asked to be reappointed. Stan has excellent attendance, has served as the Commission chairman and come highly recommended by Steve Bosak, staff liaison to the commission.

Origination: Board Selection Committee

Financial Consideration: N/A

Recommendation: N/A

Attachments: Applications for potential commissioners will either be emailed or brought to the meeting

Prepared by: Debbie Haile, TRMC
City Secretary

AGENDA ITEM # 27

Executive Summary

June 6, 2013

Agenda Subject:	Selection of Mayor Pro Tem
Background:	Each year following a General Election the City Council will elect one of its members to be Mayor Pro-Tem for a one (1) year term.
Financial Consideration:	None
Recommendation:	A member of the City Council will be selected to serve as Mayor Pro-Tem for 2013/14
Attachments:	None
Prepared By:	Debbie Haile TRMC City Secretary