AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ July 18, 2013 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Michell Cantwell**
Place 2 – Kirsten Lynch **Place 5 – Jason Dishongh (Mayor Pro Tem)**
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:

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 Regional Animal Shelter

6. Presentation from the Retail Coach

CONSENT AGENDA: ACTION

7. Approval of the minutes: Special Meeting: July 11, 2013

8. Second reading of an Ordinance for the City of Leander determining and making certain findings with respect to the use of a portion of the Sandy Creek Park for a remote pumping station for the regional water treatment and distribution system

9. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Fairways at Crystal Falls, Section 2, Phase 3

10. Consider Fee Revision for the Use of Park & Recreation Facilities Specific to the Mason Homestead

11. Consider Employee Benefits for FY 2013/14

12. Consider an Ordinance confirming, ratifying and approving the Comprehensive Plan for the City; providing for the Amendment of the Plan; providing for Related Matters; Finding and Determining that the Meeting at which this Ordinance is passed is Open to the Public as Required by Law

PUBLIC HEARING: ACTION

13. **a. Public Hearing** on Subdivision Case #13-CP-002: A Concept Plan for Hawkes Landing Subdivision for 93.24 acres, more or less for a parcel generally located approximately 3,500 feet west of the intersection of North Bagdad Road and Old 2243 West on the north side of Old 2243 West, Leander, Williamson County, Texas
    Applicant/Agent: Lawrence M. Hanrahan, P.E. on behalf BLG Hawkes, LLC.

b. Action on Subdivision Case #13-CP-002: a Concept Plan for Hawkes Landing Subdivision, Leander, Williamson County, Texas

14. **a. Public Hearing** on Zoning Case # 13-Z-015: Consider a zoning change for 41.40 acres, more or less, for a parcel located at approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Rd. in Crystal Falls West, Section One from SFU-2-A, Single Family Urban, SFS-2-A, Single Family Suburban and SFE-2-A, Single Family Estate to SFC-2-A, Single Family Compact, SFU-2-A, Single Family Urban , and SFS-2-A, Single Family Suburban, Leander, Travis County, Texas
Applicant: Samuel Kiger on behalf of Travisso, Ltd.

b. Action on Zoning Case #13-Z-015: amending Ordinance 05-018, the Composite Zoning Ordinance for a parcel located approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Rd. in Crystal Falls West, Section One

REGULAR AGENDA

15. Consider an Interlocal Agreement with Williamson County to seal coat the streets in the Ridgmar Landing Subdivision

16. Consideration of Award of Construction Contract for the City of Leander Hybrid Pedestrian Beacon Project

17. Consider appointment of Council liaison to the Parks & Recreation Advisory Board

18. Consider appointment of Council liaison to the Public Arts Commission

EXECUTIVE SESSION

19. Convene into executive session pursuant to Sections 551.071 and 551.072, Tex. Gov't Code, and Section 1.05, Tex. Disciplinary Rules of Professional Conduct, to deliberate the acquisition of property interests related to the Lakeline Boulevard Roadway extension

20. Reconvene into open session to take action as deemed appropriate regarding the acquisition of property interests related to the Lakeline Boulevard Roadway extension

21. Council Members Closing Statements

22. 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 12th day of July, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile TRMC, City Secretary

MINUTES
SPECIAL CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ July 11, 2013 at 6:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Michell Cantwell**
Place 2 – Kirsten Lynch **Place 5 – Jason Dishongh (Mayor Pro Tem)**
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 6:00 pm and welcomed those in attendance
   Mayor Fielder delivered the invocation

2. Roll Call
   Council Member Cantwell was absent. All others present

3. Staff Comments: Steve Bosak – Libertyfest recognition
   Steve Bosak recognized Megan Pumphrey and Rogers Flowers for the hard work at Libertyfest. He also recognized Megan Pumphrey for her work on the new city website

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
   No speakers

CONSENT AGENDA: ACTION

5. Approval of the minutes: Regular Meeting: June 20, 2013

6. Second Reading of an Ordinance on Zoning Case #13-TOD -001: amending Ordinance 05-026-00, Smart Code for two parcels generally located 300 feet north of the intersection of CR273/Mel Mathis and RM 2243, Leander, Williamson County, Texas

7. Second Reading of an Ordinance on Zoning Case #13-Z-014: amending Ordinance #05-018, the Composite Zoning Ordinance for three parcels located at 10820 and 10824 E. Crystal Falls Parkway, Leander, Williamson County, Texas

8. Second Reading of an Ordinance on Zoning Case #13-Z-017: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 503 Horseshoe Drive, Leander, Williamson County, Texas
   Motion made by Council Member Siebold to approve. Second by Council Member Garcia. Motion passes, all voting "aye"

REGULAR AGENDA

9. Consider award of Construction Contract for the City of Leander Hybrid Pedestrian Beacon Project
   Wayne Watts, City Engineer explained

   Mayor Fielder asked this item to be brought back on the July 18, 2013 agenda

10. Consider: a Public Property Finance Contract with JP Chase Morgan Bank, NA financing the purchase of One 2013 Pierce Dash CF 1250 Pumper; a Resolution authorizing the Contract, authorizing signers, and providing for matters related to the Contract; and authorizing the purchase of One 2013 Pierce Dash CF 1250 Pumper and authorizing the City Manager to execute documents related to the purchase.
    Robert Powers, Finance Director explained

    Motion made by Council Member Siebold to approve with item #15 of the contract to be deleted. Second by Council Member Navarrette. Motion passes, all voting "aye"

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

12. Adjournment
    With there being no further business, the meeting adjourned at 6:25 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile TRMC, City Secretary

AGENDA ITEM # 8

Executive Summary

July 18, 2013

Council Agenda Subject: Second reading of an Ordinance for the City of Leander determining and making certain findings with respect to the use of a portion of the Sandy Creek Park for a remote pumping station for the regional water treatment and distribution system

Background: This second reading reaffirms and finalizes approval of the Ordinance making findings by the Leander City Council passed after the conclusion of the Chapter 26 Public Hearing on the Conversion of Public Parkland for BCRUA Deep Water Intake Pump Station Site during the Joint Meeting of the BCRUA Board of Directors and the City Councils of the City of Round Rock, the City of Cedar Park, and the City of Leander on July 17, 2013.

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

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal approval of the Ordinance.

Attachments: Ordinance related to Chapter 26 Public Hearing on the Conversion of Public Parkland for BCRUA Deep Water Intake Pump Station Site

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, DETERMINING AND MAKING CERTAIN FINDINGS WITH RESPECT TO THE USE OF A PORTION OF THE SANDY CREEK PARK FOR A REMOTE PUMPING STATION FOR A DEEPWATER INTAKE ON LAKE TRAVIS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the Cities of Leander, Cedar Park, and Leander are the founding participating cities of the Brushy Creek Regional Utility Authority, Inc., ("BCRUA"); and

WHEREAS, the purpose of the BCRUA is to aid, assist, and act on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including the financing, construction, acquisition, ownership, maintenance and operation of a regional water transmission, treatment, and distribution system; and

WHEREAS, in accordance with its stated purpose, the BCRUA is proposing to locate and construct a deepwater intake and remote pumping station near Lake Travis (the "Project"); and

WHEREAS, the Project will involve the use of a small portion of the Sandy Creek Park, which is owned or controlled by the Lower Colorado River Authority ("LCRA") and Travis County, which site is described on Exhibit A, attached hereto and incorporated herein (the "Site"); and

WHEREAS, the Tex. Parks and Wildlife Code, Chapter 26 ("Chapter 26") provides that a municipality of the state may not approve a project that requires the use of public park land unless the municipality, acting through its duly acting governing body determines that (1) there is no feasible and prudent alternative to the use of such land, and (2) the project includes all reasonable planning to minimize harm to the land as a park resulting from the proposed use of the land; and

WHEREAS, the Project will benefit the surrounding communities by insuring a drought-resistant water supply for the BCRUA and result in elimination of two floating intakes currently situated on the waters of Lake Travis; and

WHEREAS, the previously-chosen pumping station was to be located within the residential portion of the Village of Volente and would result in great disruption to said community; and

WHEREAS, location of the remote pumping station upon the Site will result in reduced traffic impacts along Lime Creek Road and local neighborhood collector roads within Volente, and

WHEREAS, the remote pumping station on the Site will result in no measurable increase to noise levels at the park and will be designed in a way that complements its natural surroundings; and

WHEREAS, all pipelines to and from the pumping station will be tunneled to avoid surface impacts and result in minimal disruption to the Village of Volente and areas surrounding the Site; and

WHEREAS, placement of the remote pumping station on the Site will eliminate need for buried electrical lines along Lime Creek Road; and

WHEREAS, the Project incorporates all reasonable planning to avoid harm to the use of the surrounding park as a park or recreation area; and

WHEREAS, Chapter 26 also requires that the foregoing findings may be made only after notice and a hearing as required by said Chapter 26; and

WHEREAS, written notice of the public hearing was personally delivered to the Lower Colorado River Authority and Travis County at least thirty days before the public hearing, and notice of the public hearing was published once a week for three consecutive weeks, the last publication being no less than one week and no more than two weeks before the public hearing, in a newspaper of general circulation that is published at least six days a week in the county where the Site is situated;

WHEREAS, the City as described duly posted notice of the public hearing in compliance with the terms of §26.002 of the Tex. Parks and Wildlife Code to be held on the 17th day of July, 2013 at 7:00 o'clock P.M., in the Cedar Park Recreation Center Meeting Room, 1435 Main Street, Cedar Park, Texas; and

WHEREAS, said public hearing was in fact held at such time and place;

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

Section 1. The City Council of the City of Leander, Texas hereby finds and determines that all of the recitals set forth above are true and correct, and are incorporated herein as findings of fact. The City Council further finds and determines that the Project is essential to the public health and safety of the citizens of the City.

Section 2. The City Council of the City of Leander, Texas hereby finds and determines that each and every requirement set forth in Chapter 26, Tex. Parks and Wildlife Code concerning public notices, agendas, public hearings, consideration, findings, and other procedural matters have been fully complied with.

Section 3. The City Council of the City of Leander, Texas, after considering the public testimony and other information presented at the aforesaid public hearing, hereby finds and determines that given the community wishes of the Village of Volente, the significant additional disruption and negative traffic impacts of not utilizing the Site for the Project, the Project's location adjacent to an existing water treatment plant, and the significant planned buffer between the Project and the nearest residence that:

1) there is no feasible and prudent alternative to the use or taking of the Site for the "Project"; and

2) the Project includes all reasonable planning to minimize harm to the Site as a park resulting from the use or taking.

Section 4. The City Council of the City of Leander hereby finds and ordains that the Project is approved as currently planned. The BCRUA is authorized and directed to complete or cause to be completed the design and engineering of the Project utilizing the Site as the remote pumping station location. All actions heretofore taken by the City Council, the Mayor, city staff, the City Manager, and the City Attorney with respect to the Site and the Project are hereby confirmed, ratified, approved and adopted by the Council.

Section 5. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

Section 6. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

Section 7. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, chapter 551, Texas Government Code as amended.

PASSED and **APPROVED** on first reading this the ____ day of July, 2013.

PASSED and **APPROVED** on second reading this the ____ day of July, 2013.

CITY OF LEANDER

_____

Christopher Fielder, Mayor

ATTEST:

_____

Debbie Haile, City Secretary

EXHIBIT "A"

Executive Summary

July 18, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Fairways at Crystal Falls, Section 2, Phase 3

Background: The subdivision infrastructure improvements required for The Fairways at Crystal Falls, Section 2, Phase 3, 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 July 18, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through July 18, 2015. 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 3.

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

June 28, 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 3
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

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED
PROFESSIONAL ENGINEER

6-28-13

PN 193-019-20

MAINTENANCE BOND
Subdivision Improvements

Bond No. 712044P

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 **Fourteen Thousand One Hundred Eighty Nine & 40/100's Dollars ($14,189.40)** 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. 3 - Drainage, Water & 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 **1st day July, 2013** .

Ross Construction, Inc.
Principal

By: [illegible]

Title: President

Address: PO Box 93188, Austin, TX 78709

Developers Surety and Indemnity Company
Surety

By: [illegible]

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: 712044P

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.

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

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.

Place Notary Seal Above

Signature Antonio Alvarado
Antonio Alvarado, Notary Public

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 1st day of July, 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

Project: The Fairways at Crystal Falls, Sec. 2 Phase 3
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
	Fairways Sec. 2 Ph 3										
	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	1,359					1359.00	LF	28.00	$38,052.00	$38,052.00
W - 3	8" GATE VALVE AND BOX	5					5.00	EA	1,200.00	$6,000.00	$6,000.00
W - 4	8" WATER LINE CAP/PLUG	1					1.00	EA	1,200.00	$1,200.00	$1,200.00
W - 5	CONNECTION TO EXISTING WATER LINE	1					1.00	EA	1,000.00	$1,000.00	$1,000.00
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	13					13.00	EA	950.00	$12,350.00	$12,350.00
W - 8	SINGLE WATER SERVICE	2					2.00	EA	900.00	$1,800.00	$1,800.00
	Subtotal Water Improvements									**$76,802.00**	**$76,802.00**
	Wastewater Impr. (320120-10)										
WW - 1	2" PVC SDR 21 WW PRESSURE LINE	1,504					1504.00	LF	23.00	$34,592.00	$34,592.00
WW - 2	DOUBLE WW SERVICE	13					13.00	EA	950.00	$12,350.00	$12,350.00
WW - 3	SINGLE WW SERVICE	2					2.00	EA	900.00	$1,800.00	$1,800.00
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	1					1.00	EA	350.00	$350.00	$350.00
	Subtotal Wastewater Impr.									**$65,092.00**	**$65,092.00**
	TOTAL CONTRACT									**$141,894.00**	**$141,894.00**
	10% MAINT. BOND AMOUNT										**$14,189.40**

STATE OF TEXAS
DANIEL D. KIGER
LICENSED
PROFESSIONAL ENGINEER

7-3-13

FINAL AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared NED ROSS, (CONTRACTOR) to that certain Contract between _LOOKOUT GROUP, INC ___, AND ROSS CONSTRUCTION, INC.for the construction, and/or completion of

certain improvements and/or additions upon property identified in the CONTRACT as.
THE FAIRWAYS AT CRYSTAL FALLS SEC. 2, PH 3, DRAINAGE, WATER AND WASTEWATER IMPROVEMENTS

The CONTRACTOR states that he has paid all bills and claims for materials furnished and labor performed on said CONTRACT by all subcontractors, suppliers.

CONTRACTOR:

ROSS CONSTRUCTION, INC.

BY

Printed Name: NED ROSS

Title: PRESIDENT

Subscribed and sworn to before me, the undersigned authority on this the 2nd

day of JULY, 2013, by NED ROSS,

on behalf of (CONTRACTOR name) ROSS CONSTRUCTION, INC.

Notary Public in and for Travis County, Texas

TANYA ELIZABETH SULLIVENT
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
4-25-2015

Executive Summary

July 18, 2012

Subject: Proposed Fee Revision for the Use of Park & Recreation Facilities Specific to the Mason Homestead

Background: On March 4, 2013 the Parks & Recreation Advisory Board endorsed a proposed fee increase for renting the Mason Homestead effective October 1, 2013, as follows:

- Residents – Increase from $100 to $150 per day
- Non-Residents – Increase from $150 to $200 per day

Origination: Parks & Recreation Department

Financial Consideration: No cost. The proposed increase will generate additional revenue.

Recommendation: Staff respectfully requests Council approval to revise the ordinance relative to the establishment of Fees for the Use of Park & Recreation Facilities, specific to the Mason Homestead.

Attachments: Proposed Revised Ordinance

Prepared by: Stephen Bosak, Parks & Recreation Director

REVISIONS TO ORDINANCE _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING FEES FOR USE OF PARKS AND RECREATIONAL FACILITIES, SET FORTH IN SECTION A1.004 OF ARTICLE A1.000 OF APPENDIX A OF THE CODE OF ORDINANCES; MAKING FINDINGS OF FACT; PROVIDING A SAVINGS CLAUSE; ESTABLISHING AN EFFECTIVE DATE; AND FINDING COMPLIANCE WITH THE OPEN MEETINGS ACT.

WHEREAS, it is appropriate to update and amend parks and recreation fees within the City of Leander ("City");

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

Section 1. Findings of Fact. 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. Amending Article A1.000, Sec. A1.004 of the Code of Ordinances. Section A1.004 of Article A1.000 of the Code of Ordinances of the City of Leander is hereby amended in its entirety to read as follows:

Sec. 1.100 Parks & Recreation Fees

(1) **Swimming Pool Admission**		**Leander Resident**	**Non Resident**
(A)	Daily Rates	$2/person	$2/person
(B)	10 Swim Discount Pass	$15	Not Available
(C)	Pool Rental (45 people or less)	$50.00/hour (2 hour minimum)	$60/hour (2 hour minimum)
(D)	Lifeguard Fee	$15.00/hour	$15.00/hour

(2) **Park Facilities**		
(A) Pavilions	$50.00/4hours	$75.00/4 hours
(B) Amphitheater	$100 (2 hour minimum) $25.00/additional hour	$150 (2 hour minimum) $50.00/additional hour
(C) Disc Golf Course	$100/day	$150/day
(D) Concession Building	$50/day	$75/day
(E) Mason Homestead	~~**$100/day**~~ **$150/day**	~~**$150/day**~~ **$200/day**

(3) **Athletic Fields**	
(A) Athletic Fields (Irrigated)	$25 for 1.5 hours (No lights) or $35 for 1.5 hours (With lights)
(B) Athletic Fields (Non-Irrigated)	$15 for 1.5 hours

(4) **Deposit Fees**

a. Litter & Damage
   i. $100
   ii. $250 (Mason Homestead)

(5) **For-Profit Group or Individual** - Two times the regular rental fee

(6) **Permit for Persons or Individuals Providing Services for Monetary Gain** $50 per year

Section 3. Amendment of Ordinances. Section A1.104, Article A1.000, Leander Code of Ordinances, is amended as provided herein. All prior ordinances of the City dealing with or applicable to parks and recreation fees are hereby amended to the extent of any conflict herewith, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any fees related to and all violations of the provisions of any ordinances affecting use of parks and recreational facilities within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued fees and violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be collected or prosecuted until final disposition by the courts, as appropriate.

Section 5. Effective Date. This ordinance shall take effect on October 1, 2013.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

PASSED AND APPROVED on this ____ day of _____ 2013

CITY OF LEANDER, TEXAS

_____

Christopher Fielder, Mayor

ATTEST:

_____

Debbie Haile, City Secretary

Executive Summary

July 18, 2013

Council Agenda Subject: Employee Benefits 2013-2014

Background: In August, 2012, for plan years (2012/2013 and 2013/2014), Council approved the option to renew the providers and benefits for the next two years if the rates were acceptable and within budget tolerance. This will be the 2nd plan year in the two-year rotation option.

Wellness Initiative

Effective with the October 2013 benefits renewal, the employees on the *"Employee Only" Low and Mid tier plans* will be required to cost share in the monthly premium and contribute $40.00 per month. Those employees on these two tier plans could waive their portion of the cost sharing if they participate in a "Wellness initiative".

The Wellness Initiative is in the infancy stages and the City has introduced Biometric Screening to the employees. The focus is to prevent "high blood pressure (the silent killer), diabetes and heart attack or stroke. Catapult, is a third party firm, which performs the health screening. The screening is "free" to the employee and the organization since it is considered "preventative" and is run through BlueCross BlueShield. The screening consists of a finger prick stick to analyze blood sugar levels for detection of diabetes along with measuring "fat" in the blood to detect high cholesterol/triglycerides. Blood pressure is taken as well as Body Mass Index and Waist Circumference to measure body fat based upon a person's height and weight. Each employee receives the printed test results within 45 minutes and discusses the results with a nurse and obtains an improvement game plan that includes eating healthy, staying active, reduce stress and strive for a healthy weight.

The screening took place in June and participation was great. Aggregate test results are forthcoming by Catapult. This type of screening will continue in the years to come.

The Renewal

The Comprehensive Employee Benefit Market Analysis was prepared by Gallagher Benefit Service, the City's new benefits consultant who replaced AON. The analysis ultimately reflects no increases from any of the providers. The monthly premiums did show a negative increase but that is a result of the commissions being deducted from the premiums. The commissions to

Gallagher will be paid in a yearly lump sum which is considerably less than the commission structure paid to AON. For BlueCross in particular, we received 4% decrease in premiums as a result of 1% savings for commissions and 3% negotiated rate reduction. However, that 4% will be passed to the organization by BlueCross in January, 2014 due to Healthcare Reform fees and taxes.

Recommendation:

Staff recommends authorizing the City Manager to award the 2013/2014 benefit coverages to BCBS for Medical, Guardian for Dental, Humana for Life, BMA for Flexible Spending, Alliance Work Partners for Employee Assistance, and Ft. Dearborn for Voluntary Disability as the continuation of the renewal option.

Staff also recommends the Council to consider the continuation option to renew with current providers and benefits for the next two years provided the rates are acceptable and within budget tolerance.

Attachments:
Comprehensive Employee Benefit Market Analysis Plan Year 2013-2014

Prepared by:
Cindy Hignite, PHR
HR Manager

City of Leander

Comprehensive Employee Benefit Market Analysis Plan Year 2013 - 2014

Gallagher Benefit Services, Inc.
July 10, 2013

City of Leander
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Plan Year 2013 - 2014

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City of Leander

Notes to Market Analysis
Plan Year 2013 - 2014

These notes apply to all insurance related products illustrated in this analysis as applicable.

This analysis is an outline of the coverages proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. There are varying benefit details within each plan. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

While GBS does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier or HMO. There are a number of rating agencies that can be referred to including A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (The Street.com). Generally, agencies that provide ratings of U.S. Health Insurers, including traditional insurance companies and other managed care (e.g., HMO) organizations, reflects their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations. The GBS Solvency rating policy applies only to Non-Health lines of coverage.

All rates and coverages are subject to Master Contract.

All rates are based on employer being an active workers compensation subscriber.

Rates are subject to change based on medical conditions and enrollment.
Rates may change if dependents and their ages were not disclosed on the current census.
If a Pre-Review of medical conditions and adjusted rates are performed prior to enrollment, rates are still subject to change based on enrollment and final underwriting.

Non-network benefits are subject to charges over the reasonable and customary allowed amount.

All percentages assume the applicable deductible has been met.
Co-payments do not apply towards the out-of-pocket maximums.

Prescription drugs are available for the stated Co-payment at participating pharmacies only.

Please note that the prescription drug benefits shown may or may not be considered to be creditable coverage in regard to Medicare Part D. Please confirm creditable/non-creditable status with your insurance carrier.

This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It does not necessarily fully address all of your specific issues. It should not be construed as, nor is it intended to provide, legal advice. Questions regarding specific issues should be addressed by your general counsel or an attorney who specializes in this practice area.

Rates are based on an October 1, 2013 Effective Date.

Gallagher Benefit Services, Inc., Chase Tower, 221 West Sixth Street, Suite 1980
Austin, Texas 78701-3403; Phone 512-499-8005, Fax 512-499-0412,
E-mail Jeff_Kloc@ajg.com or Jason_Kloc@ajg.com

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS

A Best's Financial Strength Rating is an independent opinion based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. Best's Financial Strength Ratings are not a warranty of a company's financial strength and ability to meet its ongoing obligations to policyholders.

Financial Strength Ratings

A **Best's Financial Strength Rating (FSR)** is an opinion as to an insurer's financial strength and ability to meet its ongoing obligations to policyholders.

	Rating	Descriptor	Definition
Secure	A++, A+	Superior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders.
	A, A-	Excellent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.
	B++, B+	Good	Assigned to companies that have, in our opinion, a good ability to meet their ongoing obligations to policyholders.
Vulnerable	B, B-	Fair	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing obligations to policyholders, but are financially vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing obligations to policyholders and are financially vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing obligations to policyholders and are financially very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing obligations to policyholders and are financially extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries/affiliates) that have been placed by an insurance regulatory authority under a significant form of supervision, control or restraint whereby they are no longer allowed to conduct normal ongoing insurance operations. This would include conservatorship or rehabilitation, but does not include liquidation. It may also be assigned to companies issued cease and desist orders by regulators outside their home state or country.
	F	In Liquidatic	Assigned to companies that have been placed under an order of liquidation by a court of law or whose owners have voluntarily agreed to liquidate the company. Note: Companies that voluntarily liquidate or dissolve their charters are generally not insolvent
	S	Suspended	Assigned to companies that have experienced sudden and significant events affecting their balance sheet strength or operating performance whereby the rating implications cannot be evaluated due to a lack of timely or adequate information.

Rating Modifiers and Affiliation Codes

A rating modifier can be assigned to indicate that a Best's Financial Strength Rating may be subject to near-term change (under review), that a company did not subscribe to Best's interactive rating process (public data) or that the rating is assigned to a syndicate operating at Lloyd's. Affiliation codes (g,p and r) are added to Best's Financial Strength Ratings to identify companies whose assigned ratings are based on group, pooling or reinsurance affiliation with other insurers.

	Modifier	Descriptor	Definition
Rating Modifiers	u	Under Revie	A modifier that generally is event-driven (positive, negative or developing) and is assigned to a company whose Best's Rating opinion is under review and may be subject to change in the near-term, generally defined as six months.
	pd	Public Data	Assigned to insurers that do not subscribe to Best's interactive rating process. Best's "pd" Ratings reflect qualitative and quantitative analyses using public data and information.
	s	Syndicate	Assigned to syndicates operating at Lloyd's.

Affiliation Codes						
g	Group	p	Pooled	r	Reinsured	

Not Rated Categories (NR)

Assigned to companies reported on by A.M. Best, but not assigned a Best's Rating. The five categories are:

NR-1: Insufficient Data.	NR-2: Insufficient Size and/or Operating Experien	NR-3: Rating Procedure Inapplicable
NR-4: Company Request.	NR-5: Not Formally Followed.	

Rating Outlook

Best's Financial Strength Ratings (A++ to D) are assigned a Rating Outlook that indicates the potential direction of a company's rating for an intermediate period, generally defined as the next 12 to 36 months. Public Data Ratings are not assigned an Outlook. Rating Outlooks, which appear in the rating rationale section of the company's Best's Company Report,

Positive	Indicates a company's financial/market trends are favorable, relative to its current rating level and, if continued, the company has a good possibility of having its rating upgraded.
Negative	Indicates a company is experiencing unfavorable financial/market trends relative to its current rating level and, if continued, the company has a good possibility of having its rating downgraded.
Stable	Indicates a company is experiencing stable financial/market trends and there is a low likelihood that its rating will change in the near term.

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2013

GBS Supplemental Compensation Arrangements

Carrier	Lines of Coverage	Supplemental Compensation Amount
Blue Cross of Texas	Medical	$15 per employee annually
Dearborn National (Fort Dearborn Life)	Voluntary Short Term Disability and Voluntary Long Term Disability	2% of premium, $10 million premium cap per line of coverage
Guardian - For 2012 each GBS branch must qualify for program	Dental	0% to 7% of premium
Humana	Life, AD&D and Voluntary Life AD&D	0% - 7% of annual premium

City of Leander
Medical Overview - Fully Insured
Plan Year 2013 - 2014

Carrier	BCBS[1,2] - Current					
	Current & Renewal					
Benefits	**HSA Plan**		**Mid Plan**		**High Plan**	
Plan Design	In	Out	In	Out	In	Out
Lifetime Maximum	Unlimited		Unlimited		Unlimited	
Individual Deductible	$2,500	$5,000	$2,500		$1,000	
Family Deductible	$5,000	$10,000	$7,500		$3,000	
Embedded/Aggregate	Embedded		Embedded		Embedded	
Co-insurance	90%	70%	90%	70%	90%	70%
Hospital Per Admission	90%	70%	90%	70%	90%	70%
Additional Hospital Co-pay	N/A		N/A	$250	N/A	$250
Outpatient Surgery	90%	70%	90%	70%	90%	70%
In-Office Surgery	90%	70%	90%	70%	90%	70%
Lab/X-Ray	90%	70%	100%	70%	100%	70%
Office Visit Co-pay	90%	70%	$40	70%	$40	70%
Specialist Co-pay	90%	70%	$40	70%	$40	70%
OOP Max Individual	$2,500	$5,000	$5,000	$10,000	$3,000	$6,000
Family	$5,000	$10,000	$15,000	$30,000	$9,000	$18,000
Emergency Room (Facility)	90% after deductible		90%		90%	
Emergency Room (Physician)	90% after deductible		90% after deductible		90% after deductible	
Additional ER Co-pay	N/A		$200		$100	
Prescription Drug Card (In)	90% after deductible		$15/$30/$45		$15/$30/$45	
Prescription Drug Card (OON)	90% after deductible		20% + Co-pay		20% + Co-pay	
Prescription Deductible	Integrated w/ Medical		N/A		N/A	
Rx Step Therapy	Included		Included		Included	
PCORI Fee	Included		Included		Included	
Health Insurer Fee	Included in Annual		Included in Annual		Included in Annual	
Transitional Reinsurance Fee	Included in Annual		Included in Annual		Included in Annual	
Enrollment Assumptions						
Employee:	2		96		20	
Employee+Spouse:	0		8		2	
Employee+Child(ren):	0		16		3	
Employee+Family:	2		13		6	
TOTAL:	4		133		31	
	CURRENT			**RENEWAL**		
Monthly Rates	**HSA Plan**	**Mid Plan**	**High Plan**	**HSA Plan**	**Mid Plan**	**High Plan**
Employee:	$350.65	$424.88	$479.45	$336.62	$407.88	$460.27
Employee+Spouse:	$834.56	$1,011.23	$1,141.10	$801.18	$970.78	$1,095.46
Employee+Child(ren):	$694.30	$841.27	$949.37	$666.53	$807.62	$911.35
Employee+Family:	$1,058.99	$1,283.16	$1,447.97	$1,016.63	$1,231.83	$1,390.05
Monthly	**$2,819**	**$79,020**	**$23,407**	**$2,707**	**$75,859**	**$22,471**
Combined Premium		**$105,246**			**$101,036**	
Medical, Rx Total Annual Premium						
Estimated HCR Cost		N/A			$37,889	
Total Plan Year Premium		$1,262,952			$1,250,322	
Change vs. Current $		N/A			($12,630)	
Change vs. Current %		**N/A**			**-1%**	
Commissions		1%			Net	

[1]Rx is Mandatory Generic.

[2]See Healthcare Reform Additional Fees and Taxes.

City of Leander

BCBS Healthcare Reform Additional Fees and Taxes

Plan Year 2013 - 2014

Estimated 4% increase to premiums beginning 1/1/2014

HSA Plan	Enrollment	Quoted Rates	Est. HCR Cost	Total Premium as of 1/1/14
Employee:	2	$336.62	$14.03	$350.65
Employee+Spouse:	0	$801.18	$33.38	$834.56
Employee+Child(ren):	0	$666.53	$27.77	$694.30
Employee+Family:	2	$1,016.63	$42.36	$1,058.99
			Estimated Monthly HCR Cost:	**$113**
			# of Months in 2014:	**9**
			Total Plan Year HCR Cost:	**$1,015**

Mid Plan	Enrollment	Quoted Rates	Est. HCR Cost	Total Premium as of 1/1/14
Employee:	96	$407.88	$17.00	$424.88
Employee+Spouse:	8	$970.78	$40.45	$1,011.23
Employee+Child(ren):	16	$807.62	$33.65	$841.27
Employee+Family:	13	$1,231.83	$51.33	$1,283.16
			Estimated Monthly HCR Cost:	**$3,161**
			# of Months in 2014:	**9**
			Total Plan Year HCR Cost:	**$28,447**

High Plan	Enrollment	Quoted Rates	Est. HCR Cost	Total Premium as of 1/1/14
Employee:	20	$460.27	$19.18	$479.45
Employee+Spouse:	2	$1,095.46	$45.64	$1,141.10
Employee+Child(ren):	3	$911.35	$37.97	$949.32
Employee+Family:	6	$1,390.05	$57.92	$1,447.97
			Estimated Monthly HCR Cost:	**$936**
			# of Months in 2014:	**9**
			Total Plan Year HCR Cost:	**$8,427**

Total Plan Year HCR Cost - ALL PLANS[1]:	**$37,889**

[1]This amount has been added to the BCBS Annual Premium shown on the Market Overview.

City of Leander

HSA Plan Provisions as Defined by the IRS

Plan Year 2013 - 2014

The following information defines the basic medical plan guidelines and HSA contribution limits as set by the IRS on an annual basis.

Component	2013	2014
HDHP Deductible Minimums		
Single	$1,250	$1,250
Family	$2,500	$2,500
HDHP Out-of-Pocket Maximums		
Single	$6,250	$6,350
Family	$12,500	$12,700
Statutory Maximum HSA Contribution		
Single	$3,250	$3,300
Family	$6,450	$6,550
Catch-up (55-64)*	$1,000	$1,000

***Amount set by law, not indexed**

City of Leander

Dental Insurance

Plan Year 2013 - 2014

Carrier	Guardian - Current		
	DHMO	**Network Access Plan**	**Value Plan**
Deductible	N/A	$50	$50
Family Deductible	N/A	$150	$150
Deductible Period	N/A	Calendar Year	Calendar Year
Type I - *Diagnostic & Preventive Care*	See Schedule of Benefits	100%	100%
Deductible Waived?	N/A	Yes	Yes
Type II - *Basic Care*	See Schedule of Benefits	100%	100%
Type III - *Major Care*	See Schedule of Benefits	80%	60%
Calendar Year Maximum	None	$1,000	$1,000
Usual & Customary Percentile	Scheduled Fee	90th	Scheduled Fee

	Current		**Renewal**	
	DHMO	**NAP/Value**	**DHMO**	**NAP/Value**
Employee Rate:	$9.79	$27.67	$9.75	$27.59
Employee+Spouse Rate:	$16.53	$55.48	$16.46	$55.31
Employee+Child(ren) Rate:	$25.06	$66.00	$24.96	$65.80
Employee+Family Rate:	$29.35	$93.81	$29.23	$93.53
Monthly Premium:	**$866**	**$5,127**	**$862**	**$5,112**
Annual Premium:	**$10,386**	**$61,522**	**$10,344**	**$61,339**
Combined Monthly Premium:	**$5,992**		**$5,974**	
Combined Annual Premium:	**$71,909**		**$71,683**	
Change vs. Current $	**N/A**		($225)	
Change vs. Current %	**N/A**		**0%**	
Commission	**Graded 10%**		**Net**	

DHMO Based On: 41 Employees, 4 Employee + Spouse, 3 Employee + Child(ren), and 11 Employee + Family.
NAP/Value Based On: 54 Employees, 13 Employee + Spouse, 10 Employee + Child(ren), and 24 Employee + Family.

City of Leander
Dental Benefits Detailed
Plan Year 2013 - 2014

Guardian NAP Plan - Current
Type I - Diagnostic & Preventive Care **Charges covered at 100%, deductible waived**
Dental Sealants
Diagnostic Services
Diagnostic X-rays
Fluoride Treatments
Office Visits and Examinations
Space Maintainers
Type II - Basic Care **Charges covered at 80% after deductible**
Fillings
Non-Surgical Extractions
Type III - Major Care **Charges covered at 50% after deductible**
Endodontic Services
Oral Surgery
Periodontic Services
Prosthodontic Services
Restorative Services

City of Leander

Group Term Life and AD&D Insurance

Plan Year 2013 - 2014

Carrier	Humana - Current	
Benefit	$15,000	
Maximum	$15,000	
Guarantee Issue	$15,000	
Volume	$2,565,000	
Rate Guarantee	Until 10/1/2014	
	Current	**Renewal**
Life (per $1,000)	$0.11	$0.09
AD&D (per $1,000)	$0.03	$0.03
Total Monthly Cost	**$359**	**$308**
Total Annual Cost	**$4,309**	**$3,694**
Change vs. Current $	**N/A**	**($616)**
Change vs. Current %	**N/A**	**-14%**
Commission	**15%**	**Net**
Solvency Rating	**A-**	

Based On: 171 Employees.

City of Leander

Voluntary Life and AD&D Insurance

Plan Year 2013 - 2014

Carrier	Humana - Current	
Participation Requirements	25%	
Maximum Benefit	$1,000,000	
Guarantee Issue Amount Employee	$100,000	
Spouse Coverage	50% of EE Benefit up to $500,000	
Guarantee Issue Amount Spouse	$50,000	
Child(ren) Coverage	$10,000	
Age Reductions	35% at age 65 55% at age 70 70% at age 75 80% at age 80 85% at age 85	
Waiver of Premium	Included	
Accelerated Benefit	Included	
Definition of Earnings	Salary Only	
Rate Guarantee	Until 10/1/2014	
	Current	**Renewal**
Rates per $1,000	**EE & Spouse**	**EE & Spouse**
<30	$0.09	$0.07
30-34	$0.09	$0.07
35-39	$0.11	$0.09
40-44	$0.18	$0.15
45-49	$0.32	$0.27
50-54	$0.47	$0.39
55-59	$0.78	$0.66
60-64	$1.31	$1.11
65-69	$2.29	$1.94
70-74	$3.52	$2.99
75-80	$5.86	$4.99
	All Children	All Children
Child(ren) Rate per $1,000	$0.20	$0.17
Commission	**15%**	**Net**
Solvency Rating	**A-**	

City of Leander

Voluntary Short Term Disability Insurance

Plan Year 2013 - 2014

Carrier	Dearborn National - Current	
Benefit	60%	
Weekly Maximum	$750	
Elimination Period	14 days accident 14 days illness	
Duration	11 weeks	
Pre Existing Limitations	12/12	
Rate Guarantee	Until 10/1/2014	
	Current	**Renewal**
Rates: (per $10 of benefit) <30	$0.36	$0.30
30-34	$0.33	$0.28
35-39	$0.31	$0.26
40-44	$0.33	$0.28
45-49	$0.35	$0.29
50-54	$0.43	$0.36
55-59	$0.57	$0.48
60-64	$0.71	$0.59
65-69	$0.73	$0.61
70+	$0.83	$0.69
Commission	**Graded 15%**	**Net**
Solvency Rating	**A+**	

City of Leander

Voluntary Long Term Disability Insurance

Plan Year 2013 - 2014

Carrier	Dearborn National - Current	
Benefit	60%	
Monthly Maximum	$5,000	
Guarantee Issue Amount	$5,000	
Elimination Period	90 days	
Duration	5 years	
Own Occupation	12 months	
Earnings Test	80%/60%	
SS Integration	Full Family	
Pre-existing	12/24	
Mental/Nervous Limitation	24 months combined	
Substance Abuse Limitation		
Other Subjective Limits		
Survivor Benefit	3 months	
EAP	3 Face-to-Face Visits	
Rate Guarantee	Until 10/1/2014	
	Current	**Renewal**
Rates: (per $100 of payroll) < 30	$0.16	$0.13
30-34	$0.22	$0.18
35-39	$0.30	$0.25
40-44	$0.42	$0.35
45-49	$0.63	$0.53
50-54	$0.94	$0.78
55-59	$1.40	$1.17
60-64	$2.28	$1.90
65-69	$2.28	$1.90
70-74	$2.28	$1.90
75-79	$2.28	$1.90
Commission	**Graded 15%**	**Net**
Solvency Rating	**A+**	

City of Leander
Employee Assistance Program
Plan Year 2013 - 2014

Carrier	**Alliance Work Partners**
Counseling Available	*Included - See below
Publicity of Services	Promotional Brochures, Wallet Cards, Flyers, Posters and Orientation Videos
Reporting	Quarterly and Annual Utilization Reports
Consultation	24-hour phone service; up to 8 office visits; referral for long-term issues.
Cost per employee per month	8 office visits: $2.08

*Included but not limited to: Emotions and Stress, Parenting, Midlife and Retirement, Disability, Financial Issues, Addictive Behaviors, Education, Caring for Older Adults, Health and Wellness,

City of Leander
Flexible Spending Account
Plan Year 2013 - 2014

Carrier	Benefit Management Administrators (BMA)
Installation Fee - One Time Fee	N/A
Renewal Fee	$250
Rate Guarantee	12 Months
Health Care Reimbursement Account Fee	$6.00 PPPM
Dependent Daycare Account Fee	
Minimum Monthly Fee	$150
2.5 Month Grace Period Fee	Included
Debit Card Administration Fee	$1.00 PPPM (excludes new cards)
On-Site Enrollment	Included
Enrollment Materials	Included (Electronic)
Marketing Materials	Included
Assigned Account Manager	Included
E-mail / Fax Claims Accepted?	Yes
Employer Monthly Reporting	Included
On-line Account Access	Included
Claims Processing Frequency	Daily
Direct Deposit Frequency	Weekly
Non-Discrimination Testing	Included

City of Leander
Current Company Contribution
Plan Year 2012 - 2013

BCBS - HSA Medical

	Employee Count	Monthly Premium Amount	Employee Monthly Contribution	Company Monthly Contribution	Company Contribution %
Employee:	2	$350.65	$0.00	$350.65	100%
Employee+Spouse:	0	$834.56	$286.78	$547.78	66%
Employee+Child(ren):	0	$694.30	$188.60	$505.70	73%
Employee+Family:	2	$1,058.99	$443.88	$615.11	58%
Monthly	4	$2,819	$888	$1,932	69%

BCBS - Mid Medical

	Employee Count	Monthly Premium Amount	Employee Monthly Contribution	Company Monthly Contribution	Company Contribution %
Employee:	96	$424.88	$0.00	$424.88	100%
Employee+Spouse:	8	$1,011.23	$410.44	$600.79	59%
Employee+Child(ren):	16	$841.27	$291.48	$549.79	65%
Employee+Family:	13	$1,283.16	$600.80	$682.36	53%
Monthly	133	$79,020	$15,758	$63,262	80%

BCBS - High Medical

	Employee Count	Monthly Premium Amount	Employee Monthly Contribution	Company Monthly Contribution	Company Contribution %
Employee:	20	$479.45	$54.58	$424.87	89%
Employee+Spouse:	2	$1,141.10	$501.36	$639.74	56%
Employee+Child(ren):	3	$949.32	$367.10	$582.22	61%
Employee+Family:	6	$1,447.97	$716.16	$731.81	51%
Monthly	31	$23,407	$7,493	$15,914	68%

Guardian - DHMO Dental

	Employee Count	Monthly Premium Amount	Employee Monthly Contribution	Company Monthly Contribution	Company Contribution %
Employee:	41	$9.79	$0.00	$9.79	100%
Employee+Spouse:	4	$16.53	$4.72	$11.81	71%
Employee+Child(ren):	3	$25.06	$10.68	$14.38	57%
Employee+Family:	11	$29.35	$13.70	$15.65	53%
Monthly	59	$866	$202	$664	77%

Guardian - NAP/Value Dental

	Employee Count	Monthly Premium Amount	Employee Monthly Contribution	Company Monthly Contribution	Company Contribution %
Employee:	54	$27.67	$17.88	$9.79	35%
Employee+Spouse:	13	$55.48	$31.98	$23.50	42%
Employee+Child(ren):	10	$66.00	$39.34	$26.66	40%
Employee+Family:	24	$93.81	$58.82	$34.99	37%
Monthly	101	$5,127	$3,186	$1,941	38%

Total Employee Annual Contributions:	**$330,311**
Total Annual Premium Paid by Company:	**$1,004,550**
Total Annual Premium:	**$1,334,861**

City of Leander

Renewal Rates and Contributions - Current Plans

Assumes Current Employee Contributions

Plan Year 2013 - 2014

BCBS - HSA Medical

	Employee Count	Monthly Premium Amount[1]	**Employee Monthly Contribution**	Company Monthly Contribution	Company Contribution %
Employee:	2	$347.14	**$0.00**	$347.14	100%
Employee+Spouse:	0	$826.21	**$286.78**	$539.43	65%
Employee+Child(ren):	0	$687.36	**$188.60**	$498.76	73%
Employee+Family:	2	$1,048.40	**$443.88**	$604.52	58%
Monthly	4	$2,791	**$888**	$1,903	68%

BCBS - Mid Medical

	Employee Count	Monthly Premium Amount[1]	**Employee Monthly Contribution**	Company Monthly Contribution	Company Contribution %
Employee:	96	$420.63	**$0.00**	$420.63	100%
Employee+Spouse:	8	$1,001.12	**$410.44**	$590.68	59%
Employee+Child(ren):	16	$832.86	**$291.48**	$541.38	65%
Employee+Family:	13	$1,270.33	**$600.80**	$669.53	53%
Monthly	133	$78,230	**$15,758**	$62,472	80%

BCBS - High Medical

	Employee Count	Monthly Premium Amount[1]	**Employee Monthly Contribution**	Company Monthly Contribution	Company Contribution %
Employee:	20	$474.66	**$54.58**	$420.08	89%
Employee+Spouse:	2	$1,129.69	**$501.36**	$628.33	56%
Employee+Child(ren):	3	$939.83	**$367.10**	$572.73	61%
Employee+Family:	6	$1,433.49	**$716.16**	$717.33	50%
Monthly	31	$23,173	**$7,493**	$15,680	68%

Guardian - DHMO Dental

	Employee Count	Monthly Premium Amount	**Employee Monthly Contribution**	Company Monthly Contribution	Company Contribution %
Employee:	41	$9.75	**$0.00**	$9.75	100%
Employee+Spouse:	4	$16.46	**$4.72**	$11.74	71%
Employee+Child(ren):	3	$24.96	**$10.68**	$14.28	57%
Employee+Family:	11	$29.23	**$13.70**	$15.53	53%
Monthly	59	$862	**$202**	$660	77%

Guardian - NAP/Value Dental

	Employee Count	Monthly Premium Amount	**Employee Monthly Contribution**	Company Monthly Contribution	Company Contribution %
Employee:	54	$27.59	**$17.88**	$9.71	35%
Employee+Spouse:	13	$55.31	**$31.98**	$23.33	42%
Employee+Child(ren):	10	$65.80	**$39.34**	$26.46	40%
Employee+Family:	24	$93.53	**$58.82**	$34.71	37%
Monthly	101	$5,112	**$3,186**	$1,925	38%

Total Employee Annual Contributions:	**$330,311**
Total Annual Premium Paid by Company:	**$991,695**
Total Annual Premium:	**$1,322,006**
Percentage Change Employee Annual Contributions:	**0.0%**
Percentage Change Annual Premium Paid by Company:	**-1.3%**
Percentage Change Annual Premium:	**-1.0%**
Dollar Change Employee Annual Contributions:	**$0**
Dollar Change Annual Premium Paid by Company:	**($12,855)**
Dollar Change Annual Premium:	**($12,855)**

[1]Includes estimated HCR fees per employee per month

City of Leander
Employer Cost Comparison
Plan Year 2013 - 2014

	Current	Renewal
Medical	BCBS	BCBS
Dental	Guardian	Guardian
Life	Humana	Humana
STD	Dearborn National	Dearborn National
LTD	Dearborn National	Dearborn National
Monthly Costs		
Medical	$81,108	$80,056
Dental	$2,604	$2,586
Life	$359	$308
STD	Voluntary	Voluntary
LTD	Voluntary	Voluntary
Consulting Fee	Included	$2,417
Total Monthly Cost	**$84,072**	**$85,366**
Total Annual Cost	**$1,008,859**	**$1,024,388**
Annual Cost Difference	**N/A**	**$15,529**
Percentage (Increase/Decrease)		**1.5%**

Executive Summary

July 18, 2013

Council Agenda Subject: Consideration and Action on an Ordinance Confirming, Ratifying, and Approving the Comprehensive Plan for the City; Providing for the Amendment of the Plan; Providing for Related Matters; Finding and Determining that the Meeting at which this Ordinance is Passed is Open to the Public as Required by Law.

Background: On December 3, 2009 the City Council held a public hearing and adopted an update to the City's comprehensive plan. The action taken at that meeting was not in the form of an ordinance which is necessary for the adoption and amendment of a comprehensive plan. This item ratifies and confirms the Council's action in adopting the comprehensive plan update and provides an ordinance as required by State law.

The Planning and Zoning Commission held a public hearing and considered the comprehensive plan update at their October 22, 2009 meeting and unanimously recommended approval of the plan.

The City Council held a public hearing and considered the comprehensive plan update at their December 3, 2009 meeting and unanimously approved the plan.

Origination: Tom Yantis, AICP, Director of Development Services

Financial Consideration: None

Recommendation: Staff recommends approval

Attachments: Ordinance

Prepared by: Tom Yantis, AICP, Director of Development Services

ORDINANCE _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, CONFIRMING, RATIFYING, AND APPROVING THE COMPREHENSIVE PLAN FOR THE CITY; PROVIDING FOR THE AMENDMENT OF THE PLAN; PROVIDING FOR RELATED MATTERS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, it is necessary and reasonable for the public health, safety, morals, and welfare of the City of Leander, Texas, a Texas home rule municipality, (herein the "City") to provide for and maintain a comprehensive plan for the City in accordance with the City Charter and Chapters 211 and 213 of the Texas Local Government Code; and

WHEREAS, after review, inquiry and the opportunity for citizen participation at one or more public hearings and review and recommendation by the Planning and Zoning Commission, the City Council approved the Comprehensive Plan hereinafter set forth at its December 3, 2009 meeting;

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. **Comprehensive Plan.** The City Council hereby confirms, ratifies, and approves the Comprehensive Plan spread upon the minutes of the meeting of the City Council on December 3, 2009. All actions heretofore taken by the City Council and city staff with respect to zoning, land use, and the Comprehensive Plan, are hereby confirmed, ratified, approved and adopted by the City Council. The plan shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan. The City may amend the Comprehensive Plan in the discretion of the City Council in accordance with the City Charter and state law to plan for the changing plans of the City.

Section 3. **Severability:** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. **Effective Date**. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 5. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this _____ day of July, 2013.

ATTEST:

THE CITY OF LEANDER, TEXAS

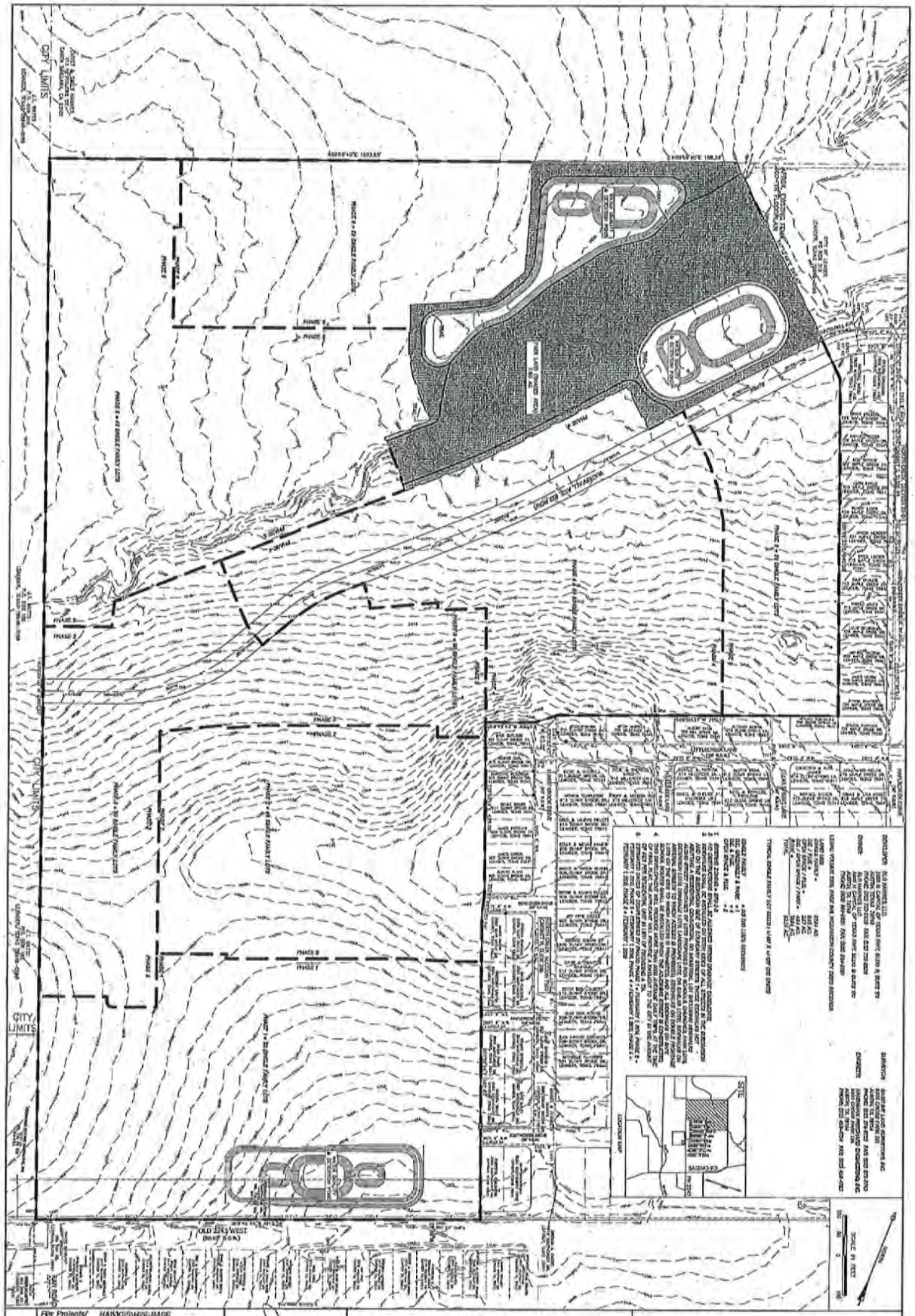
_____
Debbie Haile, City Secretary

_____
Christopher Fielder, Mayor

Executive Summary

July 18, 2013

Agenda Subject:	Subdivision Case #13-CP-002: Hold a public hearing and consider action on the Hawkes Landing Subdivision Concept Plan, for 93.24 acres more or less; WCAD Parcel R031634; generally located approximately 3,500 feet west of the intersection of North Bagdad Road and Old 2243 W on the north side of Old 2243 W; 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: Lawrence M. Hanrahan, P.E. on behalf BLG Hawkes, LLC.
Financial Consideration:	None
Recommendation:	Staff recommends approval of the concept plan. This concept plan proposes six phases of residential development including approximately 313 single-family lots and 7.80 acres of parkland. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning & Zoning Commission unanimously recommended approval of the concept plan at the July 11, 2013 meeting.
Attachments:	1. Concept Plan
Prepared By:	Tom Yantis, AICP Development Services Director 07/02/2013



SHEET 01 of 01	File: Projects/ HAWKES\HPE-BASE		
	Job No. 058-01	Snapshot: Concept	
	Scale (Hor): 1"=100'	Scale (Ver): N/A	
	Date: 3/20/13	Checked By: LH	Drawn By: HD
	Revision 1:		
	Revision 2:		
	Revision 3:		
	Revision 4:		

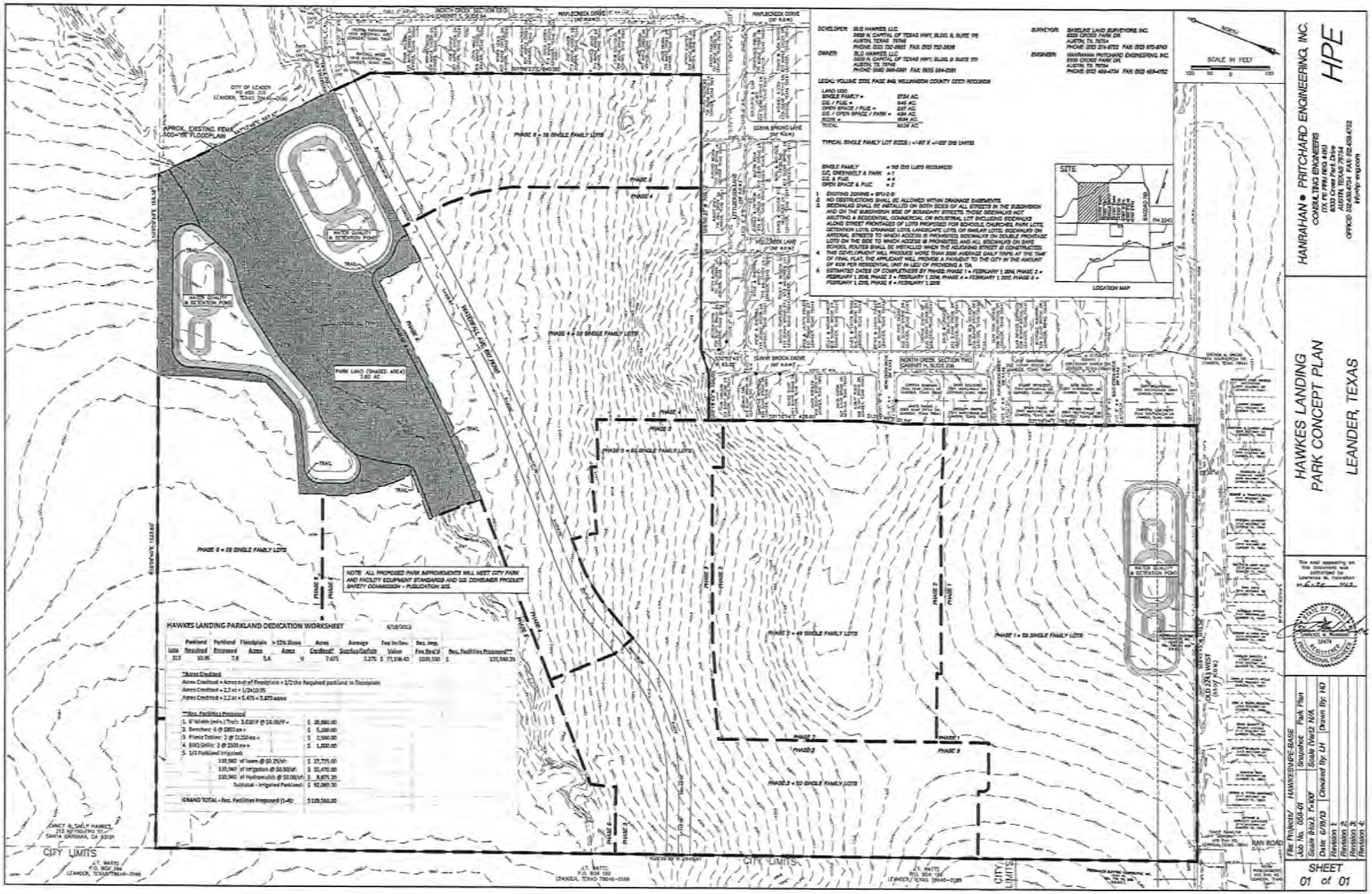
HAWKES LANDING
CONCEPT PLAN

LEANDER, TEXAS

HANRAHAN • PRITCHARD ENGINEERING, INC.
CONSULTING ENGINEERS
(TX. PE FIRM REG. #439)
6333 Cross Park Drive
AUSTIN, TEXAS 78754
OFFICE: 512.459.4734 FAX: 512.459.4752
info@hp-eng.com

HPE

6-19-13



NOTE: ALL PROPOSED PARK IMPROVEMENTS WILL MEET CITY PARK AND FACILITY EQUIPMENT STANDARDS AND U.S. CONSUMER PRODUCT SAFETY COMMISSION - PUBLICATION 325.

HAWKES LANDING PARKLAND DEDICATION WORKSHEET 6/18/2013

Lots	Parkland Required	Parkland Proposed	Floodplain Acres	>15% Slope Acres	Acres Credited*	Acreage Surplus/Deficit	Fee In-lieu Value	Rec. Imp. Fee Req'd	Rec. Facilities Proposed**
313	10.95	7.8	5.6	0	7.675	3.275	$ 77,196.43	(100,150)	$ 129,500.20

*Acres Credited
Acres Credited = Acres out of floodplain + 1/2 the Required parkland in floodplain
Acres Credited = 2.2 ac + 1/2x10.95
Acres Credited = 2.2 ac + 5.475 = 7.675 acres

**Rec. Facilities Proposed

1. 6' Width (min.) Trail: 3,610 lf @ $8.00/lf =	$ 28,880.00
2. Benches: 6 @ $850 ea =	$ 5,100.00
3. Picnic Tables: 3 @ $1,250 ea =	$ 2,500.00
4. BBQ Grills: 2 @ $500 ea =	$ 1,000.00
5. 1/2 Parkland Irrigated:	
110,940 sf lawn @ $0.25/sf:	$ 27,735.00
110,940 sf irrigation @ $0.50/sf:	$ 55,470.00
110,940 sf Hydroswitch @ $0.08/sf:	$ 8,875.20
Subtotal - Irrigated Parkland:	$ 92,080.20
GRAND TOTAL - Rec. Facilities Proposed (1-4):	$ 129,500.20

DEVELOPER: BLD HAWKES, LLC
3600 N. CAPITAL OF TEXAS HWY, BLDG. B, SUITE 170
AUSTIN, TEXAS 78746
PHONE: (512) 732-3825 FAX: (512) 732-3826

OWNER: BLD HAWKES, LLC
3600 N. CAPITAL OF TEXAS HWY, BLDG. B SUITE 170
AUSTIN, TX 78746
PHONE: (512) 966-0381 FAX: (512) 564-2081

SURVEYOR: BASELINE LAND SURVEYORS, INC.
6333 CROSS PARK DR
AUSTIN, TX 78754
PHONE: (512) 374-6722 FAX: (512) 672-6743

ENGINEER: HANRAHAN PRITCHARD ENGINEERING, INC.
6333 CROSS PARK DR.
AUSTIN, TX 78754
PHONE: (512) 459-4734 FAX: (512) 459-4752

LEGAL: VOLUME 2235, PAGE 848, WILLIAMSON COUNTY DEED RECORDS

LAND USE:

SINGLE FAMILY =	8734 AC.
D.E. / PLUE =	945 AC.
OPEN SPACE / PLUE =	257 AC.
D.E. / OPEN SPACE / PARK =	434 AC.
ROW =	1834 AC.
TOTAL	10.24 AC.

TYPICAL SINGLE FAMILY LOT SIZES: +/-80' X +/-120' (313 LIMITS)

SINGLE FAMILY	= 313 (313 LUE'S REQUIRED)
D.E. GREENBELT & PARK	= 1
D.E. & PLUE	= 4
OPEN SPACE & PLUE	= 2

1. EXISTING ZONING = SFU-2-B
2. NO OBSTRUCTIONS SHALL BE ALLOWED WITHIN DRAINAGE EASEMENTS.
3. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS IN THE SUBDIVISION AND ON THE SUBDIVISION SIDE OF BOUNDARY STREETS. 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, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
4. THIS DEVELOPMENT WILL PRODUCE MORE THAN 2000 AVERAGE DAILY TRIPS AT THE TIME OF FINAL PLAT. THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN THE AMOUNT OF $126 PER RESIDENTIAL UNIT IN LIEU OF PROVIDING A TIA.
5. ESTIMATED DATES OF COMPLETNESS BY PHASE: PHASE 1 = FEBRUARY 1, 2014; PHASE 2 = FEBRUARY 1, 2016; PHASE 3 = FEBRUARY 1, 2018; PHASE 4 = FEBRUARY 1, 2020; PHASE 5 = FEBRUARY 1, 2018; PHASE 6 = FEBRUARY 1, 2019

HANRAHAN • PRITCHARD ENGINEERING, INC.
CONSULTING ENGINEERS
6333 Cross Park Drive
AUSTIN, TEXAS 78754
OFFICE: (512) 459-4734 FAX: (512) 459-4752
info@hp-eng.com

HPE

HAWKES LANDING PARK CONCEPT PLAN

LEANDER, TEXAS

The seal appearing on this document was authorized by Lawrence M. Hanrahan on 6-20-2013

STATE OF TEXAS
LAWRENCE M. HANRAHAN
18474
REGISTERED PROFESSIONAL ENGINEER

File: Projects/ HAWKES\HPE-BASE
Job No. 058-01 | Snapshot: Park Plan
Scale (Hor.): 1"=100' | Scale (Vert.): N/A
Date: 6/18/13 | Checked By: LH | Drawn By: HD
Revision 1:
Revision 2:
Revision 3:
Revision 4:

SHEET 01 of 01

5. Discussion of P & Z meeting procedures.
Tom Yantis, Director of Development Services discussed procedures for the P & Z Commission and format changes to the executive summary.

6. Citizen Communications - Three (3) minutes of time is allowed, per speaker
No one wished to speak.

Public Hearing

7. Subdivision Case #13-CP-002: Hold a public hearing and consider action on the Hawkes Landing Subdivision Concept Plan, for 93.24 acres more or less; WCAD Parcel R031634; generally located approximately 3,500 feet west of the intersection of North Bagdad Road and Old 2243 W on the north side of Old 2243 W; Leander, Williamson County Texas. Applicant/Agent: Lawrence M. Hanrahan, P.E. on behalf BLG Hawkes, LLC.

a) Staff Presentation
Robin Griffin, Senior Planner, stated that staff reviewed the request and it has staff approval.

b) Applicant Presentation
Chris Field answered questions about Hawkes Landing Subdivision.

c) Open Public Hearing
Chairman Abruzzese opened the public hearing.
David Childers – Spoke for
Gregory Griffin – Spoke against

d) Close Public Hearing
Chairman Abruzzese closed the public hearing.

e) Discussion
Some discussion took place

f) Consider Action
Commissioner Seiler motioned to approve with staff recommendation, Commissioner Allen seconded the motion. Motion passed unanimously.

Executive Summary

July 18, 2013

Agenda Subject: Zoning Case #13-Z-015: Hold a public hearing and consider action on the rezoning of a parcel located at approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Rd, in Crystal Falls West, Section One for 41.40 acres more or less; Parcel #382583. Currently, the property is zoned SFU-2-A (Single Family Urban), SFS-2-A (Single Family Suburban), and SFE-2-A (Single Family Estate). The property is proposed to be zoned SFC-2-A (Single Family Compact), SFU-2-A (Single Family Urban), and SFS-2-A (Single Family Suburban), Leander, Travis County, Texas.

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

Origination: Applicant: Samuel Kiger on behalf of Travisso, Ltd.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission recommended approval of the request with a four to one vote at the July 11, 2013 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Proposed Zoning Map
4. Current Crystal Falls West, Sec 1 Preliminary Plat
5. Proposed Rezoning Overall Crystal Falls West, Sec 1
6. Aerial Map
7. Letter of Intent
8. Ordinance
9. Minutes - Planning & Zoning Commission July 11, 2013

Prepared By: Tom Yantis, AICP
Director of Development Services 07/12/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-015
CRYSTAL FALLS WEST

GENERAL INFORMATION

Owner: Travisso, Ltd.

Current Zoning: SFE-2-A (Single-Family Estate)
SFS-2-B (Single-Family Suburban)
SFU-2-B (Single-Family Urban)

Proposed Zoning: SFS-2-A (Single-Family Suburban)
SFU-2-A (Single-Family Urban)
SFC-2-A (Single-Family Compact)

Size and Location: The property is located at approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Rd, in Crystal Falls West, Section One and is approximately 41.40 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	SFE-2-A SFS-2-A	Undeveloped land zoned for single-family (Crystal Falls West Subdivision)
EAST	SFE-2-A	Undeveloped land zoned for single-family (Crystal Falls West Subdivision)
SOUTH	SFE-2-A	Undeveloped land zoned for single-family (Crystal Falls West Subdivision)
WEST	SFE-2-A SFS-2-A	Undeveloped land zoned for single-family (Crystal Falls West Subdivision)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

SFS – SINGLE FAMILY SUBURBAN:

Features: 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

Intent: Development of single-family detached dwellings on intermediate suburban 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 intermediate lot sizes.

SFU – SINGLE FAMILY URBAN:

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

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

SFC – SINGLE FAMILY COMPACT:

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

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

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.

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.
- Plan for future development that is compatible with existing residential neighborhoods.
- 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 original zoning case for this property was heard by the Planning & Zoning Commission on April 26, 2012, the City Council on May 3, 2012 and approved on May 17, 2012. The original request was for a mixed residential project with commercial centers and multi-family zoning located along the major arterials consisting of approximately 2,118 acres. A revision to this portion of the project was heard by the Planning & Zoning Commission on September 13, 2012, the City Council on September 20, 2012, and approved on October 4, 2012. The applicant started the platting process and found that this section was mislabeled during the original application. The intent was to rezone these lots to SFU-2-B (Single-Family Urban).

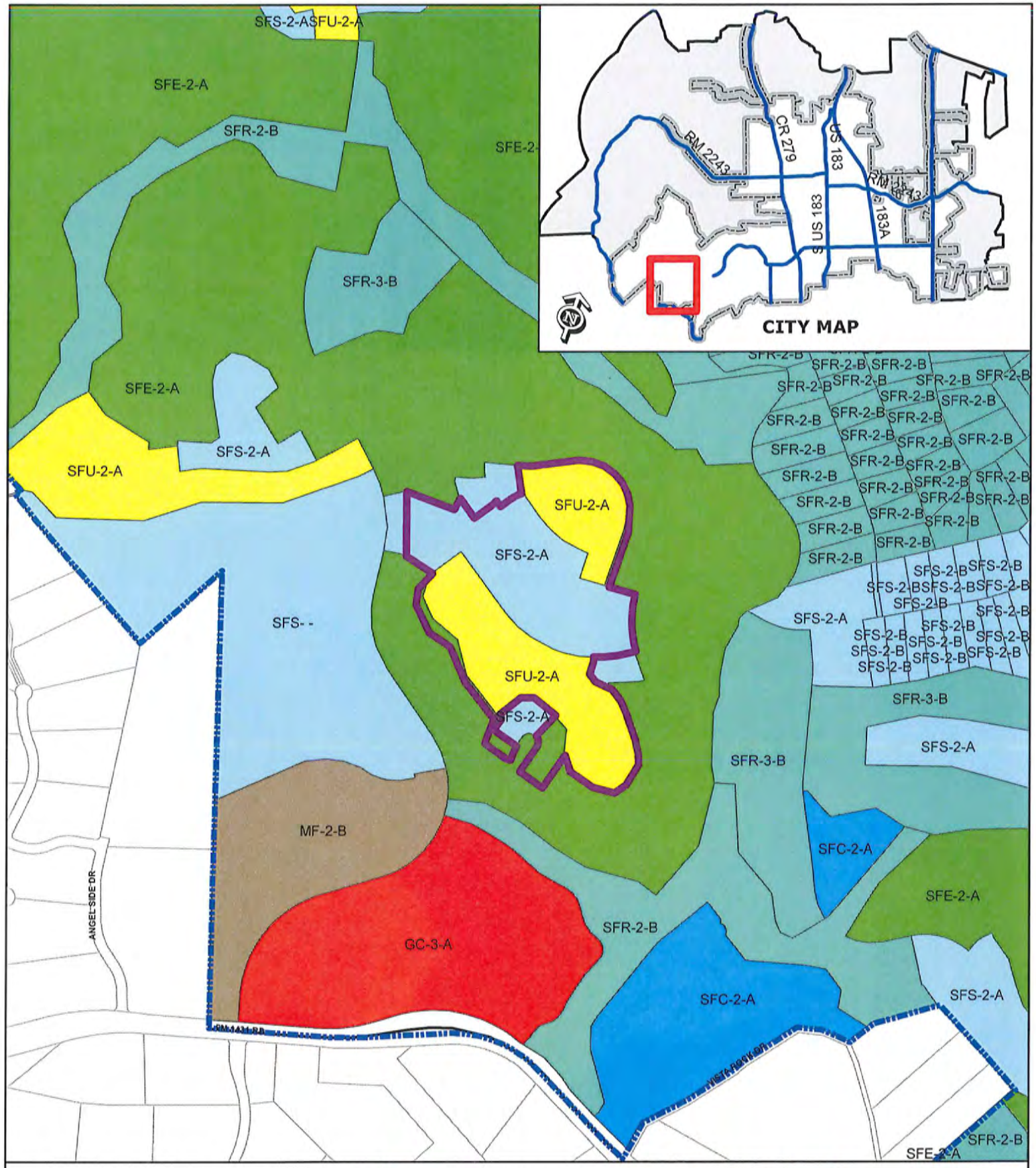
This property has been purchased by Taylor Morrison and they are proposing to remove the lots that were previously located adjacent to Sky Country Blvd and create smaller lots. According to their calculations, the overall lot count in Section 1 of Crystal Falls West will change from 200 lots to 199 lots. The lot count associated with this zoning request will change from 117 to 125.

Below, please find the approximate changes in acreage and lot count associated with the current and proposed zoning districts:

	CURRENT ACRES	PROPOSED ACRES	CURRENT LOTS	PROPOSED LOTS
SFC-2-A	0	9.83	0	36
SFU-2-A	21.89	14.48	70	42
SFS-2-A	13.85	17.09	43	47
SFE-2-A	5.66	0	4	0
	41.4	41.4	117	125

The table below shows the different lot size requirements for the current and proposed districts:

	INTERIOR LOTS			CORNER LOTS		
	Area	Width	Depth	Area	Width	Depth
SFC-2-B	5,500 sq ft	50'	105'	6,500 sq ft	60'	105'
SFU-2-B	7,200 sq ft	60'	110'	8,000 sq ft	70'	110'
SFS-2-B	9,000 sq ft	70'	115'	10,000 sq ft	80'	115'
SFE-2-A	12,000 sq ft	80'	120'	13,000 sq ft	90'	120'



ZONING CASE 13-Z-015

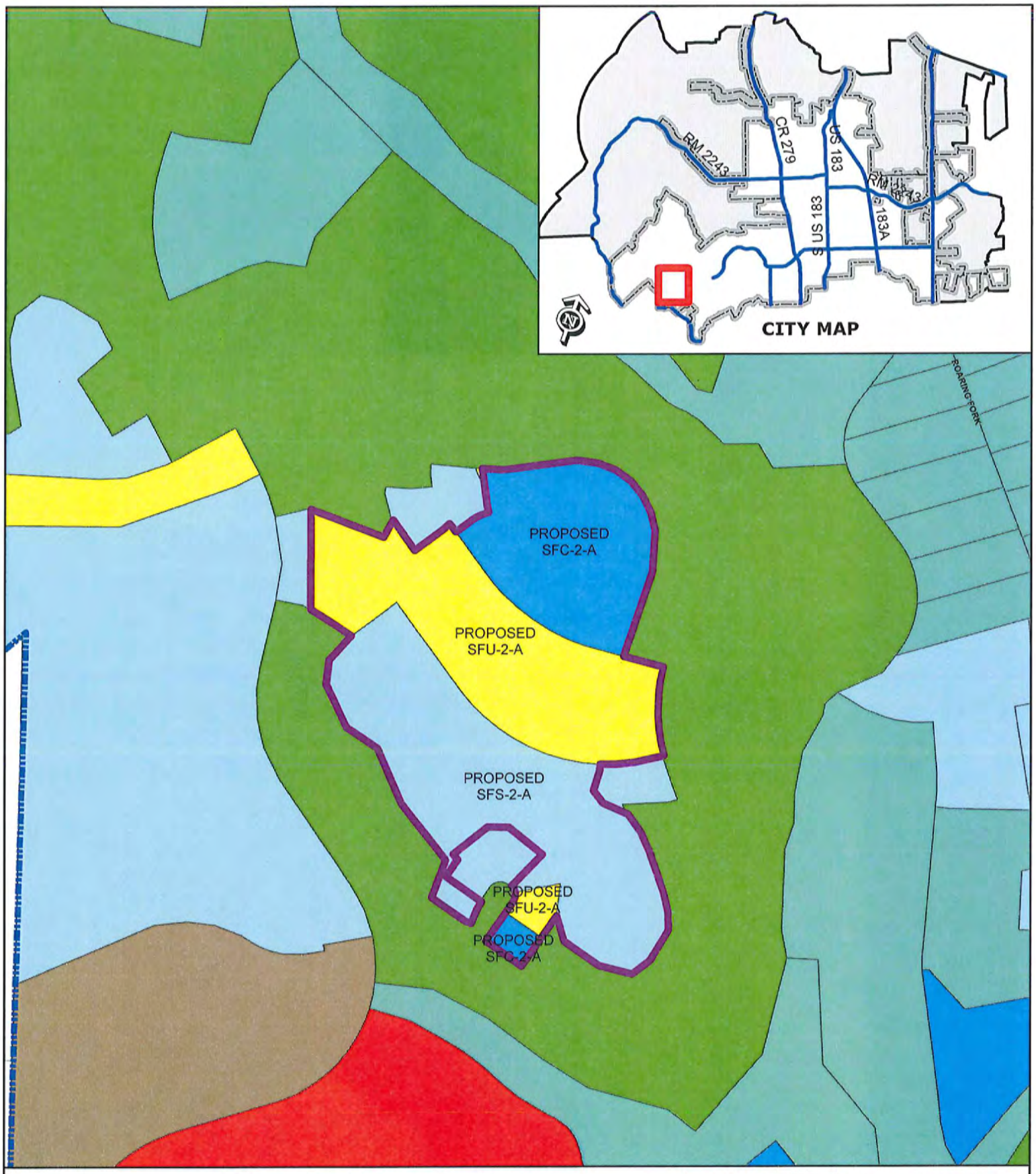
Attachment #2

Current Zoning Map
Crystal Falls West, Sec 1

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-015

Attachment #3

Proposed Zoning Map
Crystal Falls West, Sec 1

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 #4
11-15-12

Approved on 12-13-12 by PZDC

CRYSTAL FALLS WEST - Section 1

PRELIMINARY PLAT

IN THE CITY OF LEANDER, TRAVIS COUNTY, TEXAS

NOTES:

1. Access to Sky Country Blvd. is prohibited Lot 1, Block "B" and Lot 2, Block "A".
2. Access to Sky Country Blvd. is restricted to a shared private driveway for Lots 82-90, Block "B" and Lots 78-81, Block "B" (See Detail On Sheet 3)
3. Access to Good Night Trail is prohibited for Lots 1, 12 & 16 Block "F".
4. Access to Durango Hills Drive is prohibited for Lot 11, Block "D".
5. Access to Night Horse Drive is prohibited for Lots 5, 13, 14, 28, 29 and 51 Block "B".
6. Access to Good Company Drive is prohibited for Lots 1 and 64, Block "C", Lots 94 and 70 Block "B".
7. Sidewalks shall be installed on both sides of Sky Country Blvd., Good Night Trail and Durango Hills Drive. Sidewalks shall be installed on one side of all local streets. These 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, irrigation lots, landscape lots, or similar lots), sidewalks on arterial streets to which access is prohibited, sidewalks on double frontage lots on the side to which access is prohibited, and all sidewalks on cuts and/or mulos shall be installed when the adjoining street is constructed.
8. Obstruction of drainage easements is prohibited.
9. The water/wastewater easement between Durango Hills Drive and Flat Iron Court will be staked in the field and the location will be determined at the final plat stage.
10. All Easements Of Record are shown or noted on the Plat per a title search performed by independent title company On Aug. 21, 2012.
11. All Water Quality/Detention Basins, Pocket Parks, Greenbelt And Landscape Lots within the subdivision shall be owned and maintained by the Crystal Falls Homeowners Association.
12. 10' PUE will be provided adjacent to all public & private ROW.
13. Right of way for Durango Hills (East/West Connector as referenced in the Mariposa Valley Ranch Development Agreement) will be dedicated with the Phase 1 Final Plat from the intersection with Good Night Trail to the eastern boundary of Lot 24 Block "A." Durango Hills Drive from Lot 12, Block "D" to the south will be built to the full width 140' between face of curbs) when the adjacent residential lots are platted. An access road for the Water Reclamation Plant proposed on Lot 24, Block "A" will be built in the Durango Hills ROW with the construction of the plant as part of the site development permit. Final design of the access road will be provided in the Water Reclamation Plant Site Development Permit. The access road cross section shall be 20' paved with curb and gutters or of equal class.

STREET INFORMATION

STREET NAME	LENGTH	ROW WIDTH	ROAD WIDTH	DESIGN SPEED
SKY COUNTRY BLVD. (West Lane)	3800 L.F.	90' (Min.)	27' F-F	40 MPH
SKY COUNTRY BLVD. (East Lane)	3830 L.F.	90' (Min.)	27' F-F	40 MPH
GOOD COMPANY DRIVE	2875 L.F.	50'	28' F-F	30 MPH
OSCO KID CIRCLE	537 L.F.	50'	28' F-F	30 MPH
MAGIC PONY LOOP	1103 L.F.	50'	28' F-F	30 MPH
LAST STAND LOOP	711 L.F.	50'	28' F-F	30 MPH
COTTON TAIL CIRCLE	486 L.F.	50'	28' F-F	30 MPH
NIGHT HORSE DRIVE	1216 L.F.	50'	28' F-F	30 MPH
KICKAPOO CREEK COURT	498 L.F.	50'	28' F-F	30 MPH
WESTERN FRONTIER COURT	291 L.F.	50'	28' F-F	30 MPH
DURANGO HILLS DRIVE	333 L.F.	90'	40' F-F	30 MPH
PRIVATE DRIVE (A)	1045 L.F.	30'	26' F-F	–
PRIVATE DRIVE (B)	159 L.F.	30'	20' F-F	–
GOOD NIGHT TRAIL	2789 L.F.	90'	40' F-F	30 MPH
FLAT IRON COURT	591 L.F.	50'	28' F-F	30 MPH
SPEAKING ROCK DRIVE	423 L.F.	50'	28' F-F	30 MPH

CRYSTAL FALLS WEST
SECTION 1

Zoning Designation: SFS-2A & SFE-2A

	BLOCK A	BLOCK B	BLOCK C	BLOCK D	BLOCK E	BLOCK F	BLOCK G	TOTAL LOTS	TOTAL AC.
RESIDENTIAL LOTS	20	69	35	26	2	28	0	200	103.35
NON-RESIDENTIAL LOTS	4	2	0	2	2	1	1	12	44.19
POCKET PARK	0	0	1	0	0	0	0	1	0.16
	BLOCK H	BLOCK I	BLOCK J	BLOCK K	BLOCK L	BLOCK M	BLOCK N		
RESIDENTIAL LOTS	0	0	0	0	0	0	0	0	0.0
NON-RESIDENTIAL LOTS	1	1	1	0	0	0	0	3	10.18
POCKET PARK	0	0	0	1	1	1	1	4	0.71
								220	158.50

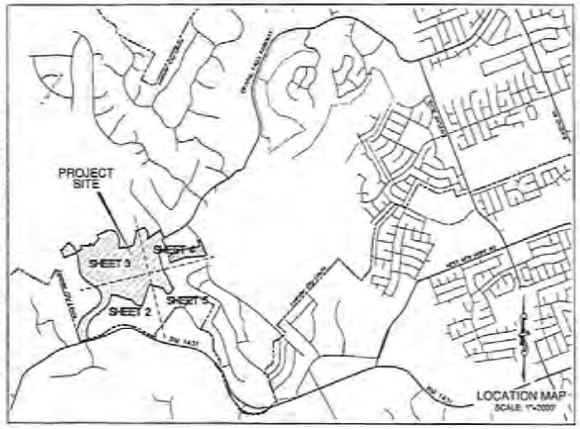
Total Acreage = 158.50 Ac.

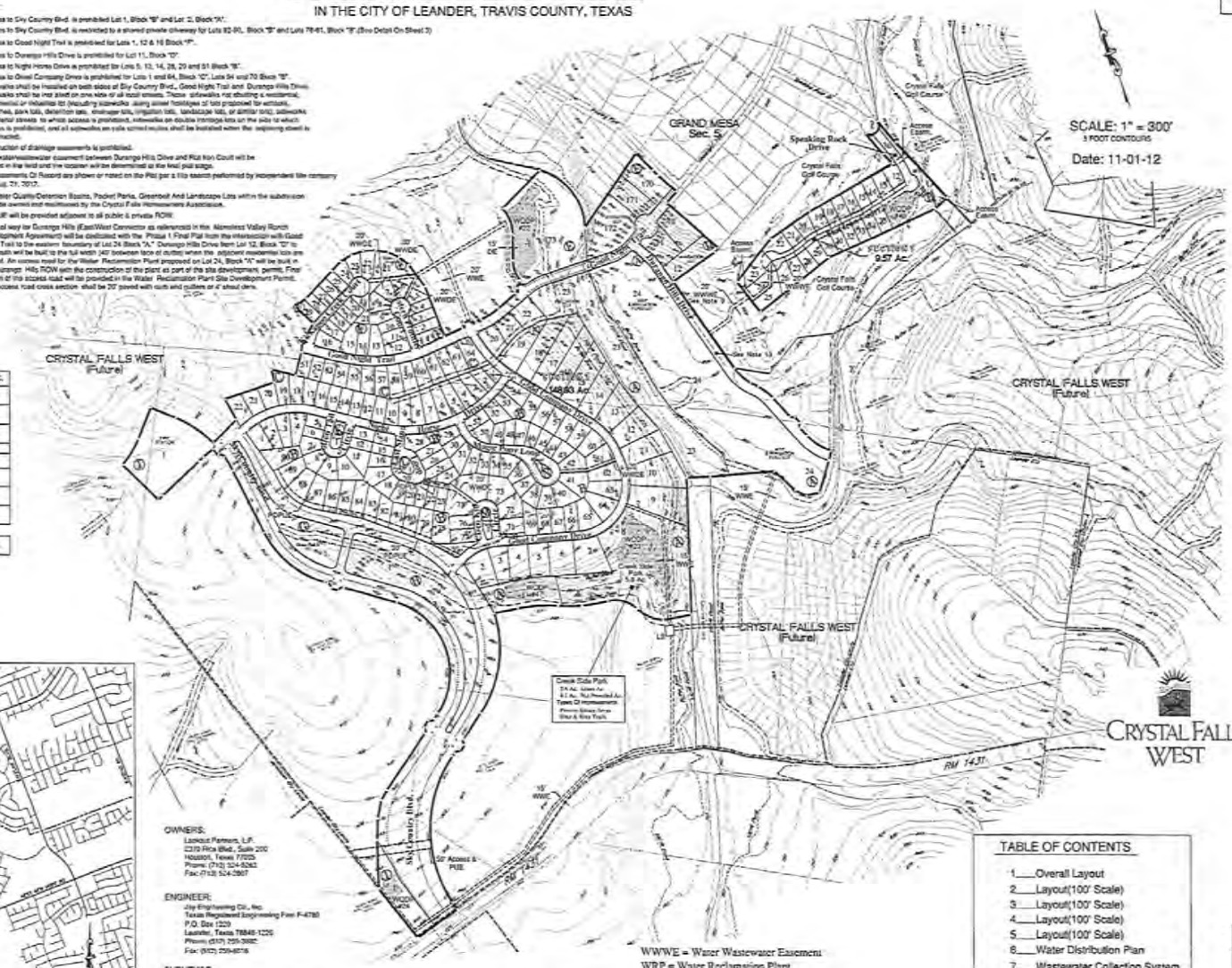
..... = Sidewalks

Sky Country Blvd. - 8' Sidewalks

Good Night Trail & Durango Hills - 5' Sidewalks

All Remaining Streets - 4' Sidewalks





OWNERS:
Lennox Partners, LP
12219 Rice Blvd., Suite 200
Houston, Texas 77025
Phone: (713) 524-5262
Fax: (713) 524-2807

ENGINEER:
Jay Engineering Co., Inc.
Texas Registered Engineering Firm F-4780
P.O. Box 1220
Leander, Texas 78646-1220
Phone: (512) 259-3882
Fax: (512) 259-8016

SURVEYOR:
G & R Surveying, LLC
1905 Cuesta Drive
Austin, Texas 78728
Phone: (512) 267-7439
Fax: (512) 836-6385

DEVELOPMENT RESERVE - FUTURE USE UNDETERMINED; USES SHALL BE LIMITED TO THOSE ALLOWED BY THE ZONING DISTRICT

BUFFER ZONES - SHALL REMAIN FREE OF CONSTRUCTION, DEVELOPMENT, OR OTHER ALTERATIONS EXCEPT FOR UTILITY AND ROADWAY CROSSINGS

WWWE = Water Wastewater Easement
WRP = Water Reclamation Plant
LS = Lift Station
WQDP = Water Quality Detention Pond
WE = Water Easement
WWDE = Wastewater/Drainage Easement
PDPUE = Private Drive & Public Utility Easement

TABLE OF CONTENTS

1 Overall Layout
2 Layout(100' Scale)
3 Layout(100' Scale)
4 Layout(100' Scale)
5 Layout(100' Scale)
6 Water Distribution Plan
7 Wastewater Collection System
8 Storm Sewer Plan
9 Overall Drainage Plan
10 Reclaimed Water Irrigation Line
11 Tree Plan

CRYSTAL FALLS WEST SEC. 1
PRELIMINARY PLAT

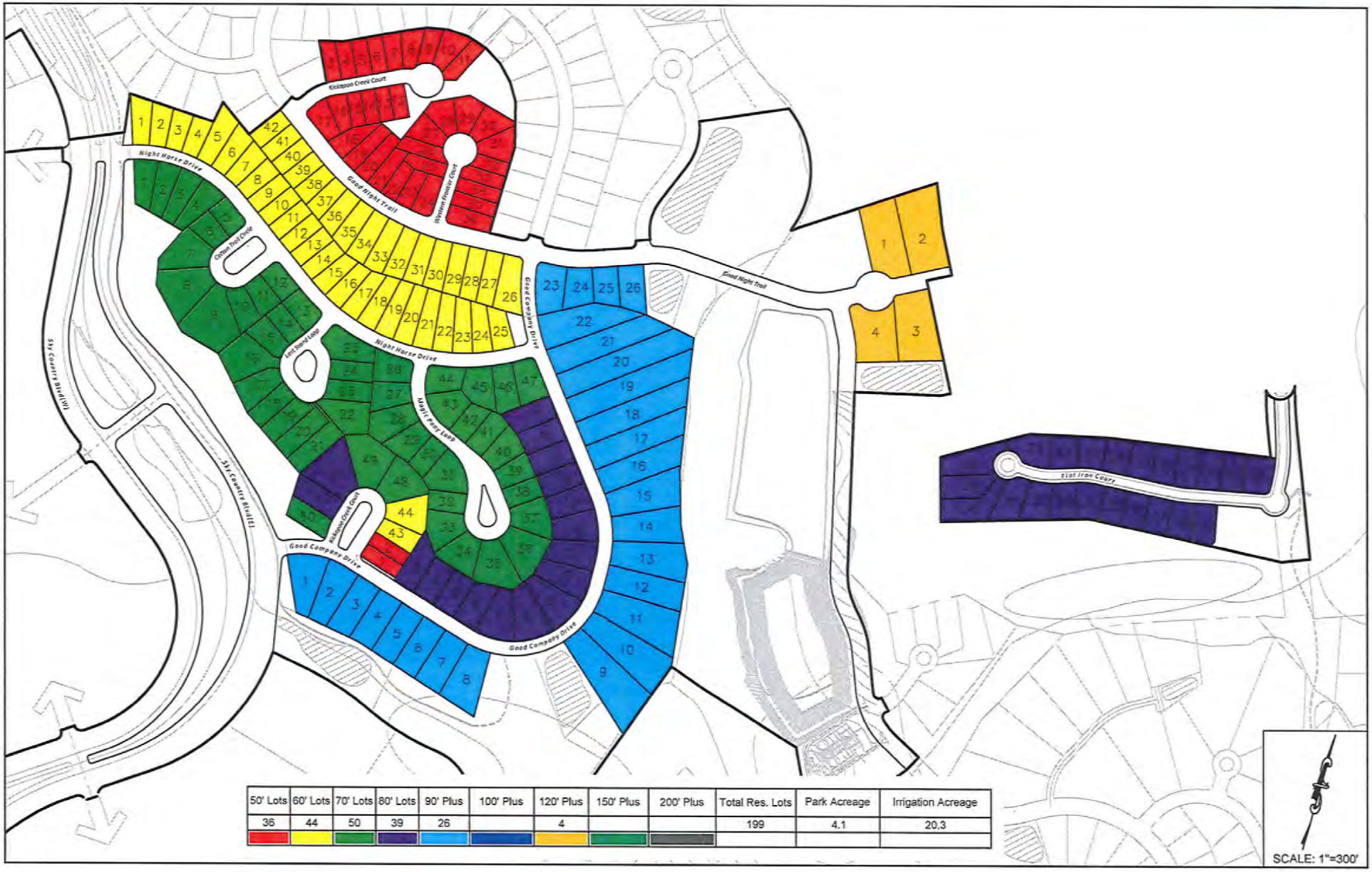
OVERALL LAYOUT

THE LOOKOUT GROUP

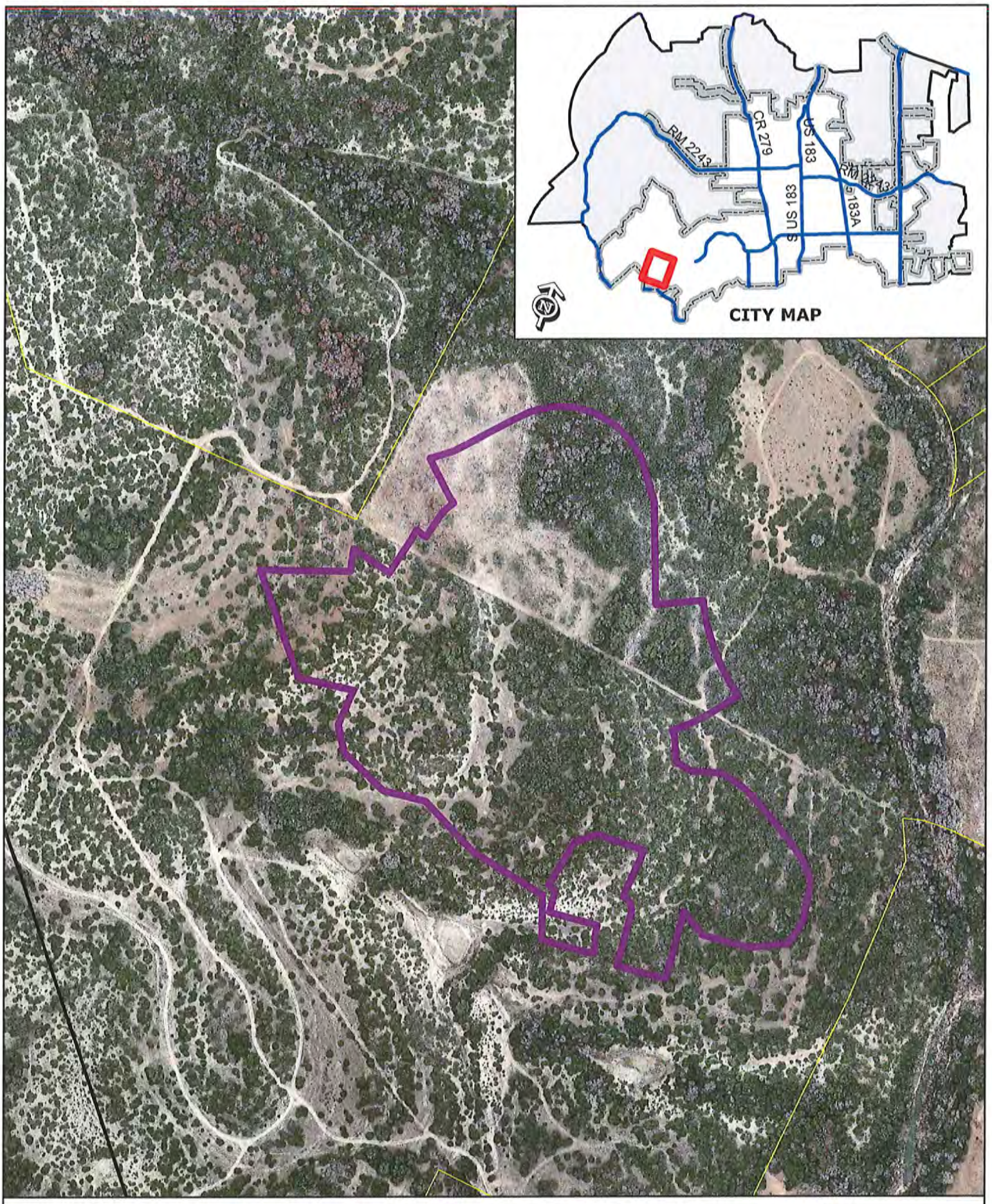
SCALE: AS NOTED DATE: NOV 2012
DWG. NO. AS NOTED JOB NO. 120-041-20

Sheet No. 1 of 11

ATTACHMENT #5



50' Lots	60' Lots	70' Lots	80' Lots	90' Plus	100' Plus	120' Plus	150' Plus	200' Plus	Total Res. Lots	Park Acreage	Irrigation Acreage
36	44	50	39	26		4			199	4.1	20.3



ZONING CASE 13-Z-015 Attachment #6

Aerial Exhibit - Approximate Boundaries
Crystal Falls West, Section 1

ATTACHMENT #7

TaylorMorrison

TAYLOR MORRISON
OF TEXAS, INC.

Austin Division

11200 Lakeline Blvd.
Suite 150A
Austin, TX 78717

p. (512) 328-8866
f. (512) 328-7988

taylormorrison.com

May 13, 2013

Ms. Robin Griffin
Planner
City of Leander
P. O. Box 319
Leander, Texas 78646-0319

Dear Ms. Griffin,

Travisso, Ltd. respectfully asks for staff consideration to amend the zoning for portions of Crystal Falls West, Section One from SFU to SFC, from SFS to SFU, and from SFU to SFS. In conjunction with the rezoning, we intend to remove 13 lots that currently front on Sky Country Blvd to create additional green space along the collector road and create a more appealing view corridor along the main boulevard. While we are proposing zoning classifications in two areas to create a smaller lot size, we are also increasing the lot size in a couple areas as well, which reduces the overall lot count from 200 lots to 199 lots from the approved preliminary plat. Finally, we are proposing to amend the current zoning from SFE to SFS, SFC, and SFU around the culdesac of Cisco Kid Circle to create the lot designations necessary to serve as a model park to adequately market the community with each product size.

Attached is an exhibit of phase one with the proposed boundaries for the zoning changes delineated. We have worked closely with our land planner to have a mix of lot sizes interspersed with green areas and pocket parks, and feel that this layout helps create better separation between the various products, while adding some additional depth to lots that back up to Sky Country Blvd.

We look forward to working with you and City staff in our planning efforts to help make this community one of which we can all be proud.

Sincerely,

Travisso, Ltd.

Adib R. Khoury
Vice President

ARK/pjh
Enclosures

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SFU-2-B (SINGLE-FAMILY URBAN), SFS-2-A (SINGLE-FAMILY SUBURBAN), AND SFE-2-A (SINGLE-FAMILY ESTATE) TO SFC-2-A (SINGLE-FAMILY COMPACT), SFU-2-A (SINGLE-FAMILY URBAN), AND SFS-2-B (SINGLE-FAMILY SUBURBAN); 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 41.40 acres, more or less, located in Leander, Travis County, Texas, being more particularly described in Exhibit "A", located at approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Rd, Leander, Texas, legally described as 41.40 acres out of the Jose Antonio Ybarbo Survey 421 and J.M. Frame Survey 656, more particularly described in Document Number 2013056181TR, Official Public Records of Travis County, Texas, and identified by tax identification number 382583.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU-2-B (Single-Family Urban), SFS-2-A (Single-Family Suburban), and SFE-2-A (Single-Family Estate) to SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFS-2-B (Single-Family Suburban).

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

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 18th day of July, 2013.
FINALLY PASSED AND APPROVED on this the 1st day of August, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

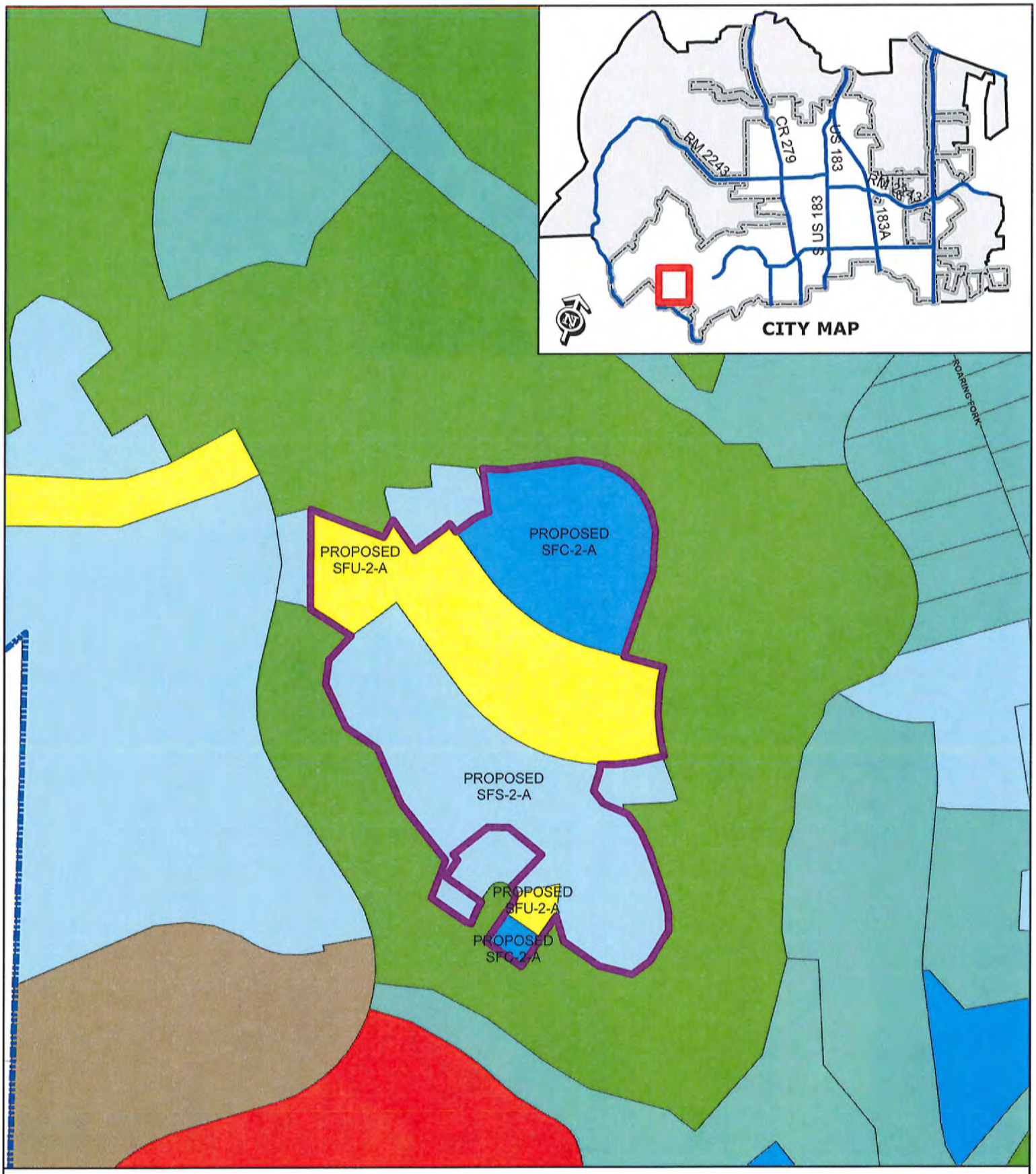


EXHIBIT A

Zoning Case 13-Z-015

Crystal Falls West, Sec 1

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

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

0 200 400
Feet

EXHIBIT A

G&R SURVEYING, LLC
"Accurate by Design"

9.306 ACRES
CITY OF LEANDER, ZONING TRACT 1
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 9.306 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE J.M. FRAME SURVEY 656, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 9.306 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE N84°48'53"W, over and across the 2144.875 acre tract a distance of 1380.66 feet to a calculated point, being the southeasterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following nineteen (19) courses:

1. S85°05'40"W, a distance of 117.03 feet to a calculated point for the point of curvature of a curve to the right;
2. Along said curve to the right, having a radius of 780.00 feet, an arc length of 529.22 feet and a chord which bears N75°28'06"W, a distance of 519.12 feet to a calculated point at the end of said curve;
3. N56°01'53"W, a distance of 196.06 feet to a calculated point;
4. N33°58'07"E, a distance of 77.54 feet to a calculated point for the point of curvature of a curve to the right;
5. Along said curve to the right, having a radius of 180.00 feet, an arc length of 71.56 feet and a chord which bears N45°21'26"E, a distance of 71.09 feet to a calculated point at the end of said curve;
6. N33°15'14"W, a distance of 25.00 feet to a calculated point;
7. N27°25'45"W, a distance of 146.68 feet to a calculated point;
8. N73°22'28"E, a distance of 83.32 feet to a calculated point;
9. N62°34'15"E, a distance of 221.79 feet to a calculated point;
10. N64°45'59"E, a distance of 76.80 feet to a calculated point;
11. N77°39'06"E, a distance of 73.64 feet to a calculated point;
12. S88°14'58"E, a distance of 73.64 feet to a calculated point;
13. S74°09'01"E, a distance of 73.64 feet to a calculated point;

1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

G&R SURVEYING, LLC
"Accurate by Design"

14. S60°03'04"E, a distance of 73.64 feet to a calculated point;
15. S45°57'08"E, a distance of 71.81 feet to a calculated point;
16. S32°51'16"E, a distance of 72.45 feet to a calculated point;
17. S16°25'16"E, a distance of 158.93 feet to a calculated point;
18. S01°05'22"E, a distance of 317.31 feet to a calculated point;
19. S01°40'41"E, a distance of 30.05 feet to the **POINT OF BEGINNING**, containing an area of 9.306 ACRES OF LAND MORE OR LESS.

Attachments: 12236_GR-Zoning Exhibit 1.dwg

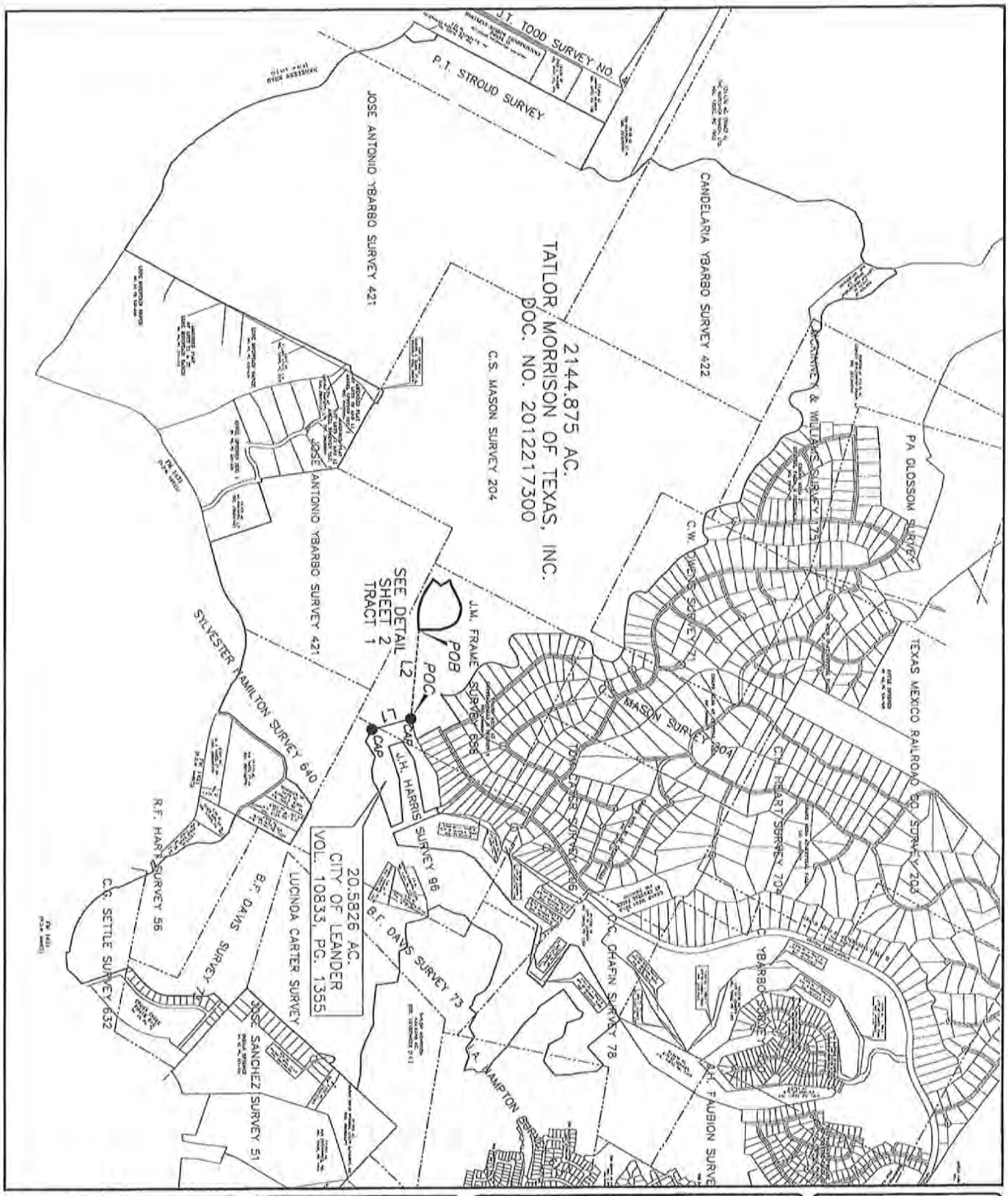
Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

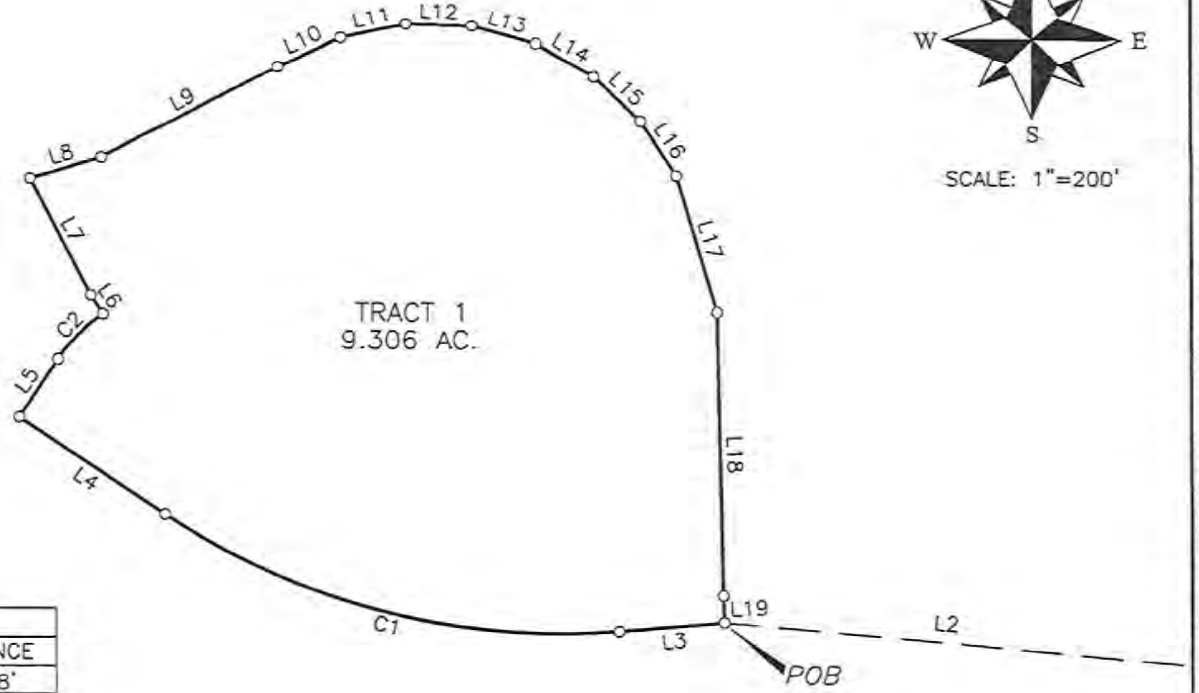
1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385



SHEET	ZONING EXHIBIT 1	BEARING BASIS: NAD 83 CENTRAL ZONE PLOTTING SCALE: 1" = 2000' DRAWN BY: FMC REVIEWED BY: DRS PROJECT NO: 12236 FILE: L:\DWG\12236_GR-ZONING EXHIBIT 1 DATE: MAY 14, 2013	9.306 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE J.M. FRAME SURVEY 656, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS	C&R SURVEYING, LLC 1805 QUIDA DR. AUSTIN, TEXAS 78728 PHONE: (512) 267-7430 FAX: (512) 836-8385
1 / 2				

LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT



SCALE: 1"=200'

2144.875 AC.
TAYLOR MORRISON OF TEXAS, INC.
DOC. NO. 2012217300

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'
L2	N84°48'53"W	1380.66'
L3	S85°05'40"W	117.03'
L4	N56°01'53"W	196.06'
L5	N33°58'07"E	77.54'
L6	N33°15'14"W	25.00'
L7	N27°25'45"W	146.68'
L8	N73°22'28"E	83.32'
L9	N62°34'15"E	221.79'
L10	N64°45'59"E	76.80'
L11	N77°39'06"E	73.64'
L12	S88°14'58"E	73.64'
L13	S74°09'01"E	73.64'
L14	S60°03'04"E	73.64'
L15	S45°57'08"E	71.81'
L16	S32°51'16"E	72.45'
L17	S16°25'16"E	158.93'
L18	S01°05'22"E	317.31'
L19	S01°40'41"E	30.05'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	38°52'27"	780.00'	529.22'	N75°28'06"W	519.12'
C2	22°46'39"	180.00'	71.56'	N45°21'26"E	71.09'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 1.doc

C&S SURVEYING, LLC
1805 GUIDA DR.
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9.306 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE J.M. FRAME SURVEY 656, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12236_GR-ZONING EXHIBIT 1
DATE: MAY 14, 2013

ZONING EXHIBIT 1

SHEET 2 / 2

G&R SURVEYING, LLC
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13.852 ACRES
CITY OF LEANDER, ZONING TRACT 2
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 13.852 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE J.M. FRAME SURVEY 656 AND THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 13.852 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE N83°29'34"W, over and across the 2144.875 acre tract a distance of 1222.51 feet to a calculated point, being the northeasterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following twenty (20) courses:

1. Along a curve to the left, having a radius of 650.00 feet, an arc length of 347.05 feet and a chord which bears S20°38'31"E, a distance of 342.94 feet to a calculated point at the end of said curve;
2. S56°53'48"W, a distance of 64.06 feet to a calculated point for the point of curvature of a curve to the right;
3. Along said curve to the right, having a radius of 712.00 feet, an arc length of 833.49 feet and a chord which bears N89°34'03"W, a distance of 786.70 feet to a calculated point at the end of said curve;
4. N56°01'53"W, a distance of 380.63 feet to a calculated point for the point of curvature of a curve to the left;
5. Along said curve to the left, having a radius of 450.00 feet, an arc length of 38.05 feet and a chord which bears N58°27'12"W, a distance of 38.04 feet to a calculated point at the end of said curve;
6. S29°07'28"W, a distance of 25.00 feet to a calculated point;
7. S33°58'07"W, a distance of 194.66 feet to a calculated point;
8. N77°06'52"W, a distance of 190.87 feet to a calculated point;
9. N19°13'06"W, a distance of 157.71 feet to a calculated point;
10. N29°04'55"W, a distance of 25.35 feet to a calculated point;
11. N13°59'44"W, a distance of 25.12 feet to a calculated point;
12. N19°27'59"W, a distance of 179.16 feet to a calculated point;

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13. S89°03'05"E, a distance of 305.57 feet to a calculated point;

14. N08°08'34"E, a distance of 76.41 feet to a calculated point;

15. S56°01'53"E, a distance of 145.57 feet to a calculated point;

16. N33°58'07"E, a distance of 140.00 feet to a calculated point;

17. N26°02'31"E, a distance of 30.29 feet to a calculated point;

18. S56°01'53"E, a distance of 236.88 feet to a calculated point for the point of curvature of a curve to the left;

19. Along said curve to the left, having a radius of 780.00 feet, an arc length of 529.22 feet and a chord which bears S75°28'06"E, a distance of 519.12 feet to a calculated point at the end of said curve;

20. N85°05'40"E, a distance of 278.00 feet to the **POINT OF BEGINNING**, containing an area of **13.852** ACRES OF LAND MORE OR LESS.

Attachments: 12236_GR-Zoning Exhibit 2.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

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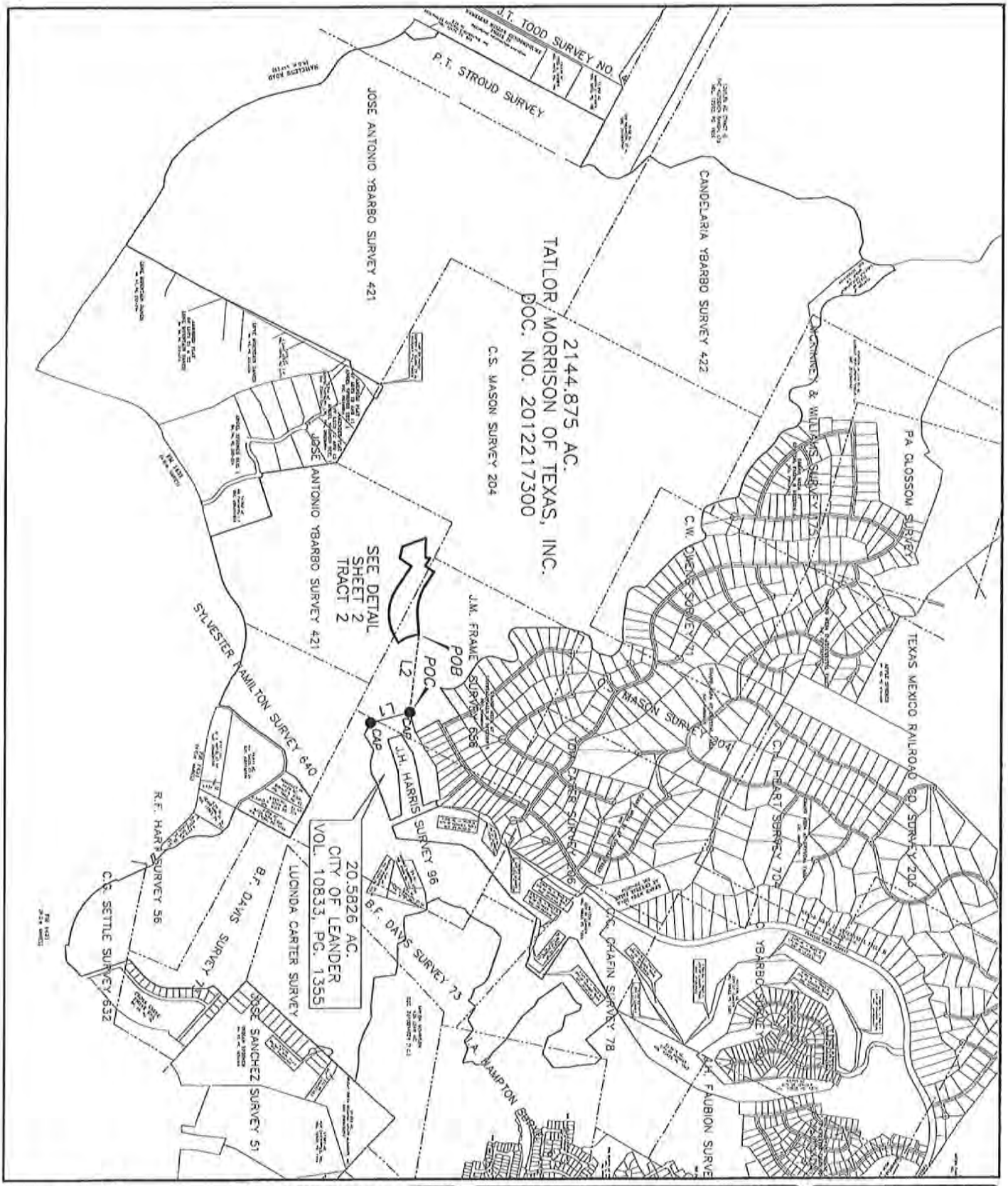
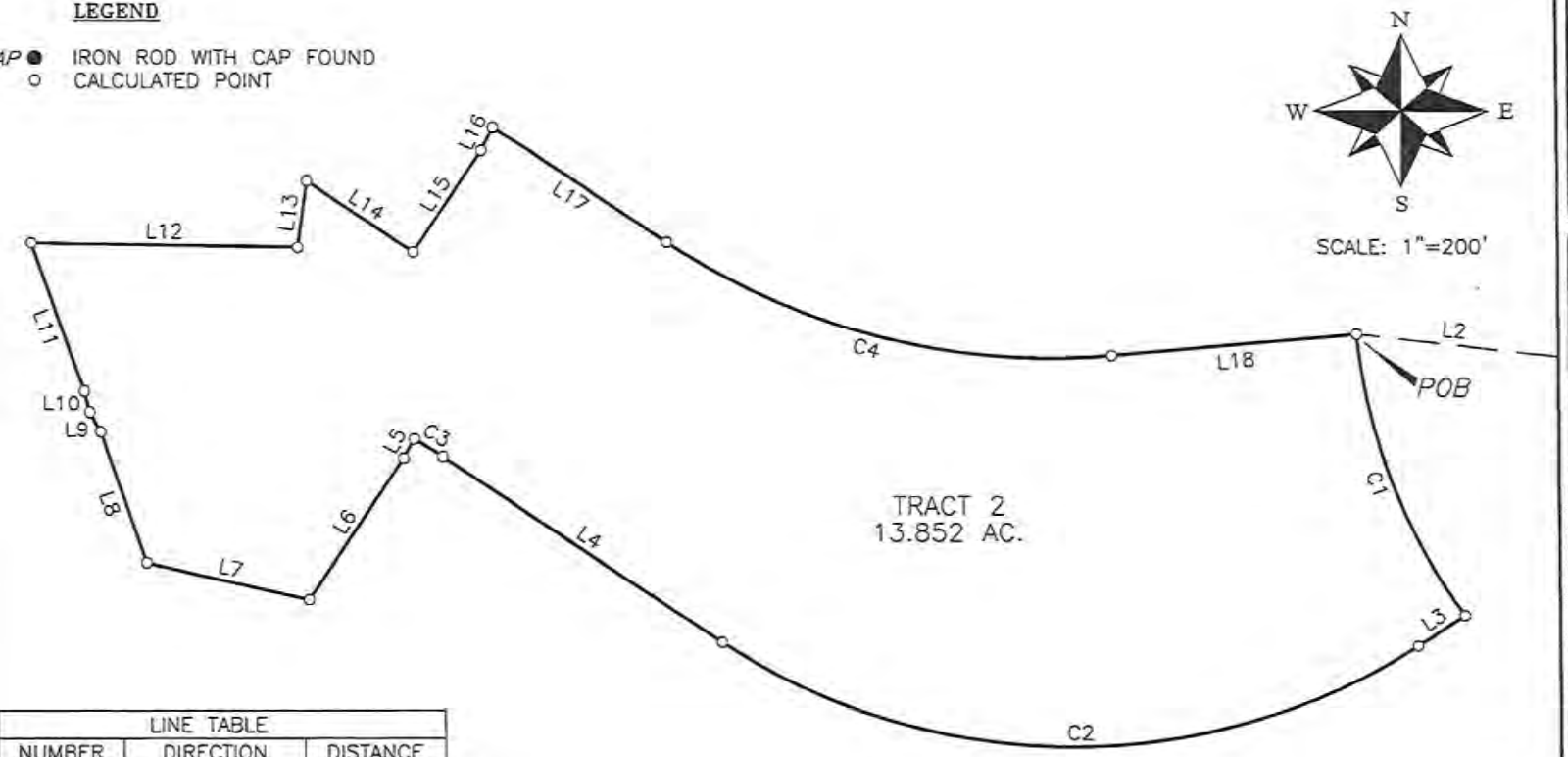
Phone (512)267-7430 • Fax (512)836-8385



SHEET	ZONING EXHIBIT 2	BEARING BASIS: NAD 83 CENTRAL ZONE PLOTTING SCALE: 1" = 2000' DRAWN BY: PMC REVIEWED BY: DRS PROJECT NO: 12236 FILE: L:\12223\DWG\12223_GR-EX2 DATE: MAY 14, 2013	13.852 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE J.M. FRAME SURVEY 656 AND THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS	G&R SURVEYING, LLC 1805 QUIDA DR. AUSTIN, TEXAS 78728 PHONE: (512) 267-7430 FAX: (512) 836-8385
1 / 2				

LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT



2144.875 AC.
TAYLOR MORRISON OF TEXAS, INC.
DOC. NO. 2012217300

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'
L2	N83°29'34"W	1222.51'
L3	S56°53'48"W	64.06'
L4	N56°01'53"W	380.63'
L5	S29°07'28"W	25.00'
L6	S33°58'07"W	194.66'
L7	N77°06'52"W	190.87'
L8	N19°13'06"W	157.71'
L9	N29°04'55"W	25.35'
L10	N13°59'44"W	25.12'
L11	N19°27'59"W	179.16'
L12	S89°03'05"E	305.57'
L13	N08°08'34"E	76.41'
L14	S56°01'53"E	145.57'
L15	N33°58'07"E	140.00'
L16	N26°02'31"E	30.29'
L17	S56°01'53"E	236.88'
L18	N85°05'40"E	278.00'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	30°35'28"	650.00'	347.05'	S20°38'31"E	342.94'
C2	67°04'19"	712.00'	833.49'	N89°34'03"W	786.70'
C3	4°50'39"	450.00'	38.05'	N58°27'12"W	38.04'
C4	38°52'27"	780.00'	529.22'	S75°28'06"E	519.12'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 2.doc

GR SURVEYING, LLC
1805 QUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

13.852 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE J.M. FRAME SURVEY 656 AND THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\2223\DWG\12223_GR-EX2
DATE: MAY 14, 2013

ZONING EXHIBIT 2

SHEET 2 / 2

G&R SURVEYING, LLC
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16.276 ACRES
CITY OF LEANDER, ZONING TRACT 3
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 16.276 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 16.276 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE S77°13'46"W, over and across the 2144.875 acre tract a distance of 1352.27 feet to a calculated point, being the northeasterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following thirty-one (31) courses:

1. S17°46'53"E, a distance of 25.00 feet to a calculated point;
2. S03°13'26"E, a distance of 80.93 feet to a calculated point;
3. S57°10'31"E, a distance of 59.30 feet to a calculated point;
4. S85°36'18"E, a distance of 108.66 feet to a calculated point;
5. S56°19'19"E, a distance of 87.41 feet to a calculated point;
6. S43°44'47"E, a distance of 83.15 feet to a calculated point;
7. S39°19'09"E, a distance of 165.80 feet to a calculated point;
8. S33°27'32"E, a distance of 78.44 feet to a calculated point;
9. S20°25'23"E, a distance of 69.17 feet to a calculated point;
10. S11°31'58"W, a distance of 140.01 feet to a calculated point;
11. S34°06'06"W, a distance of 86.46 feet to a calculated point;
12. S84°15'29"W, a distance of 133.78 feet to a calculated point;
13. N75°00'30"W, a distance of 166.03 feet to a calculated point;
14. N37°41'27"W, a distance of 101.85 feet to a calculated point;
15. N13°07'45"W, a distance of 141.99 feet to a calculated point;

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16. N46°13'28"W, a distance of 44.33 feet to a calculated point;
17. N61°37'43"W, a distance of 74.85 feet to a calculated point;
18. N71°05'57"W, a distance of 172.23 feet to a calculated point;
19. S70°34'00"W, a distance of 82.29 feet to a calculated point;
20. S31°42'03"W, a distance of 207.56 feet to a calculated point;
21. N58°17'57"W, a distance of 280.00 feet to a calculated point;
22. N43°30'01"W, a distance of 233.13 feet to a calculated point;
23. N76°06'26"W, a distance of 149.16 feet to a calculated point;
24. N45°35'49"W, a distance of 185.44 feet to a calculated point;
25. N12°39'50"W, a distance of 94.52 feet to a calculated point;
26. N23°40'07"E, a distance of 127.95 feet to a calculated point;
27. N33°58'07"E, a distance of 194.66 feet to a calculated point;
28. N29°07'28"E, a distance of 25.00 feet to a calculated point for the point of curvature of a curve to the right;
29. Along said curve to the right, having a radius of 450.00 feet, an arc length of 38.05 feet and a chord which bears S58°27'12"E, a distance of 38.04 feet to a calculated point at the end of said curve;
30. S56°01'53"E, a distance of 380.63feet to a calculated point for the point of curvature of a curve to the left;
31. Along said curve to the left, having a radius of 712.00 feet, an arc length of 643.08 feet and a chord which bears S81°54'23"E, a distance of 621.45 feet to the **POINT OF BEGINNING**, containing an area of **16.276** ACRES OF LAND MORE OR LESS.

Attachments: 12236_GR-Zoning Exhibit 3.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300

STATE OF TEXAS REGISTERED PHILLIP L. MCLAUGHLIN 5300 PROFESSIONAL LAND SURVEYOR

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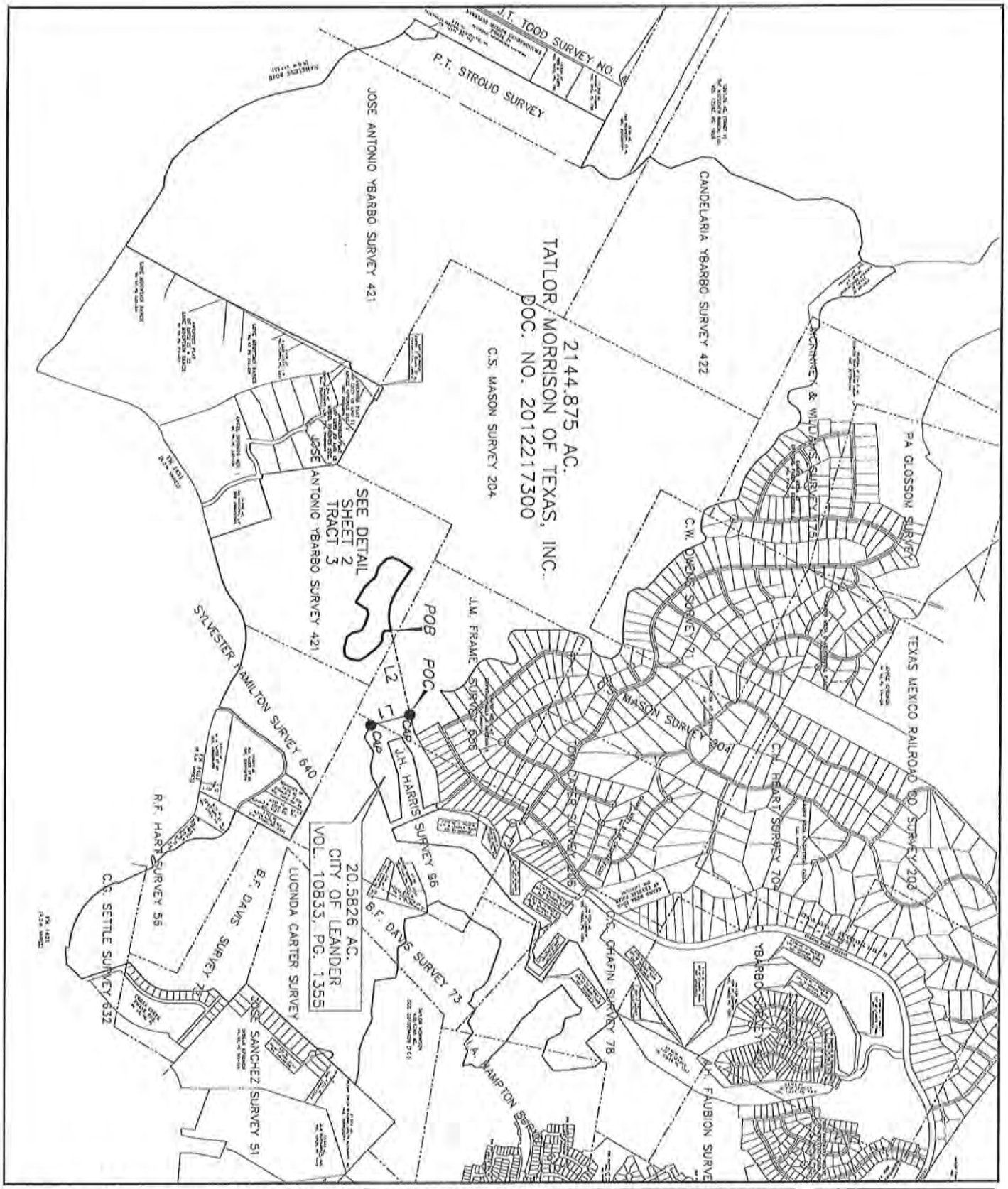


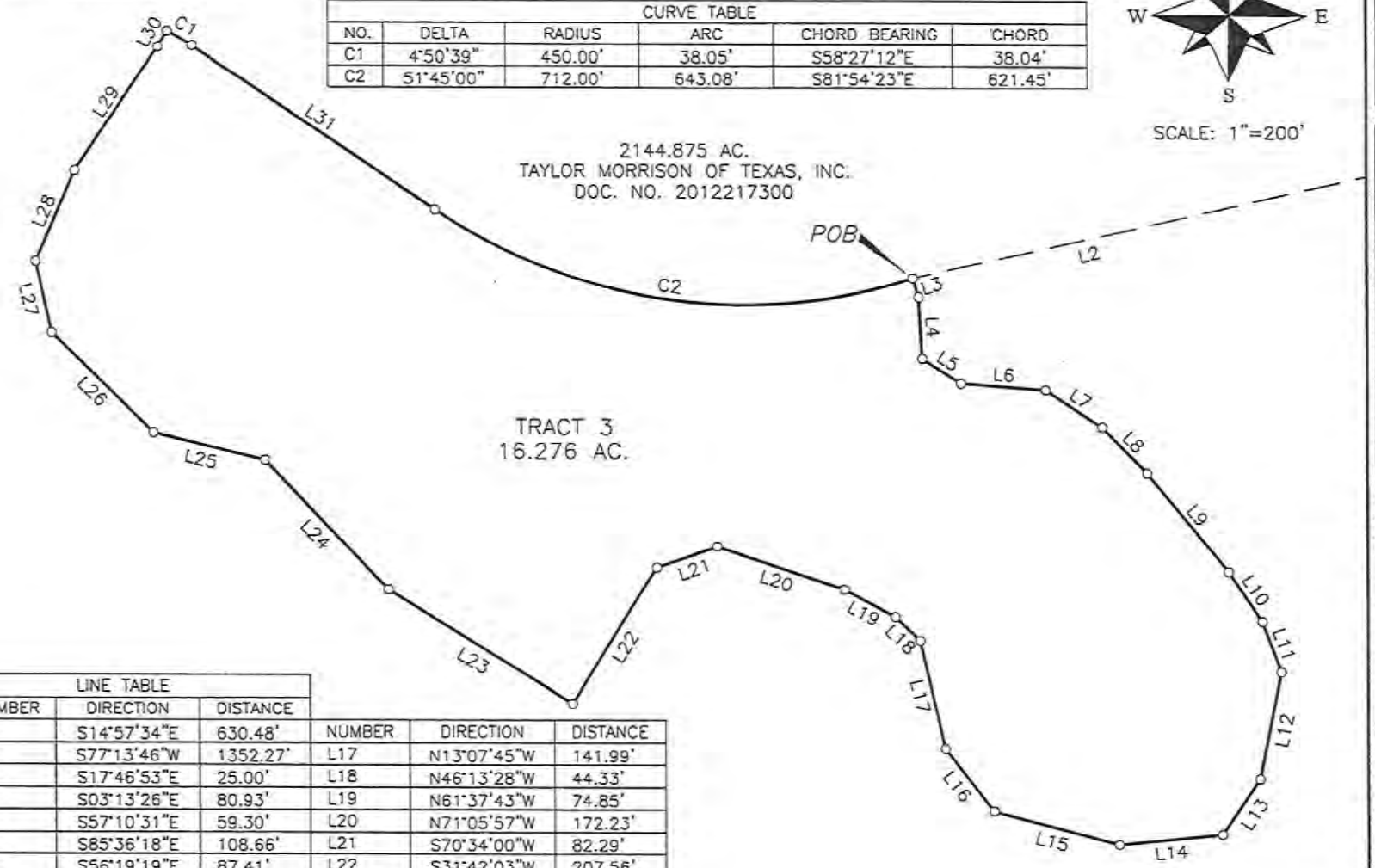
SHEET	ZONING EXHIBIT 3	BEARING BASIS: NAD 83 CENTRAL ZONE PLOTTING SCALE: 1" = 2000' DRAWN BY: PMC REVIEWED BY: DRS PROJECT NO: 12236 FILE: L:\DWG\12223_GR-ZONING EXHIBIT 3 DATE: MAY 14, 2013	16.276 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS	E&R SURVEYING, LLC 1805 OUIDA DR. AUSTIN, TEXAS 78728 PHONE: (512) 267-7430 FAX: (512) 836-8385
1 / 2				

LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 3.doc

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	4°50'39"	450.00'	38.05'	S58°27'12"E	38.04'
C2	51°45'00"	712.00'	643.08'	S81°54'23"E	621.45'



LINE TABLE					
NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'	L17	N13°07'45"W	141.99'
L2	S77°13'46"W	1352.27'	L18	N46°13'28"W	44.33'
L3	S17°46'53"E	25.00'	L19	N61°37'43"W	74.85'
L4	S03°13'26"E	80.93'	L20	N71°05'57"W	172.23'
L5	S57°10'31"E	59.30'	L21	S70°34'00"W	82.29'
L6	S85°36'18"E	108.66'	L22	S31°42'03"W	207.56'
L7	S56°19'19"E	87.41'	L23	N58°17'57"W	280.00'
L8	S43°44'47"E	83.15'	L24	N43°30'01"W	233.13'
L9	S39°19'09"E	165.80'	L25	N76°06'26"W	149.16'
L10	S33°27'32"E	78.44'	L26	N45°35'49"W	185.44'
L11	S20°25'23"E	69.17'	L27	N12°39'50"W	94.52'
L12	S11°31'58"W	140.01'	L28	N23°40'07"E	127.95'
L13	S34°06'06"W	86.46'	L29	N33°58'07"E	194.66'
L14	S84°15'29"W	133.78'	L30	N29°07'28"E	25.00'
L15	N75°00'30"W	166.03'	L31	S56°01'53"E	380.63'
L16	N37°41'27"W	101.85'			

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16.276 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12223_GR-ZONING EXHIBIT 3
DATE: MAY 14, 2013

ZONING EXHIBIT 3

SHEET 2 / 2

0.482 ACRES
CITY OF LEANDER, ZONING TRACT 4
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 0.482 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.482 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE S64°42'31"W, over and across the 2144.875 acre tract a distance of 1922.11 feet to a calculated point, being the northwesterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following ten (10) courses:

1. S58°51'01"E, a distance of 28.25 feet to a calculated point;
2. S14°58'26"W, a distance of 79.46 feet to a calculated point;
3. S74°49'45"E, a distance of 169.94 feet to a calculated point;
4. S14°59'30"W, a distance of 10.45 feet to a calculated point for the point of curvature of a curve to the left;
5. Along said curve to the left, having a radius of 180.00 feet, an arc length of 45.28 feet and a chord which bears S07°47'05"W, a distance of 45.16 feet to a calculated point at the end of said curve;
6. S00°34'41"W, a distance of 36.85 feet to a calculated point;
7. N89°25'19"W, a distance of 26.05 feet to a calculated point;
8. N75°00'30"W, a distance of 159.61 feet to a calculated point;
9. N00°41'55"E, a distance of 153.81 feet to a calculated point;
10. N31°42'03"E, a distance of 37.83 feet to a calculated point to the **POINT OF BEGINNING**, containing an area of **0.482** ACRES OF LAND MORE OR LESS.

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G&R SURVEYING, LLC
"Accurate by Design"

Attachments: 12236_GR-Zoning Exhibit 4.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

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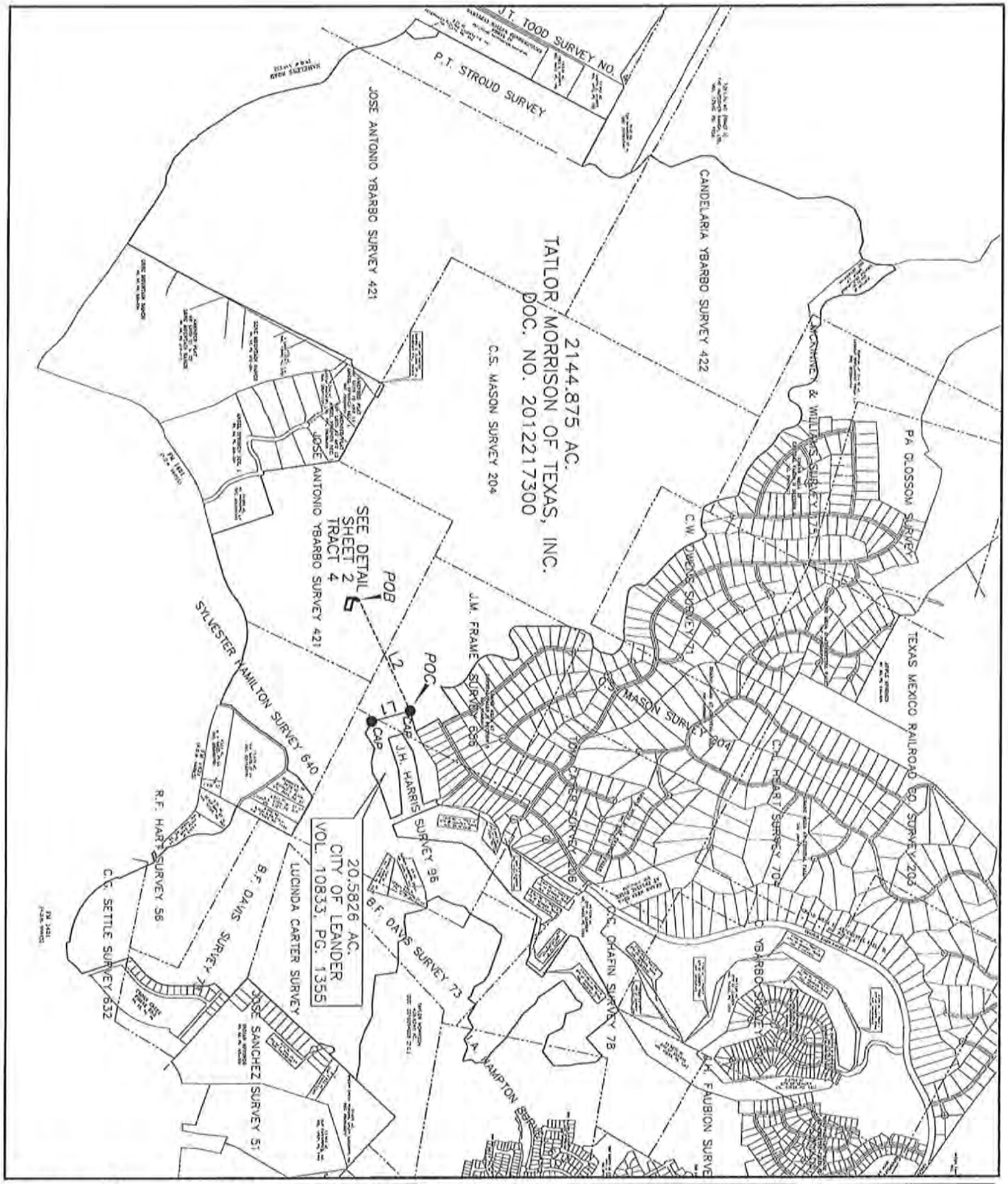


SHEET
1 / 2

ZONING EXHIBIT 4

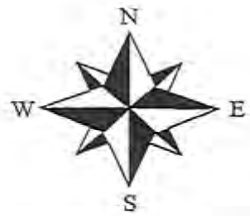
BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 2000'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12223_GR-ZONING EXHIBIT 4
DATE: MAY 14, 2013

0.482 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

G&R SURVEYING, LLC
1805 QUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

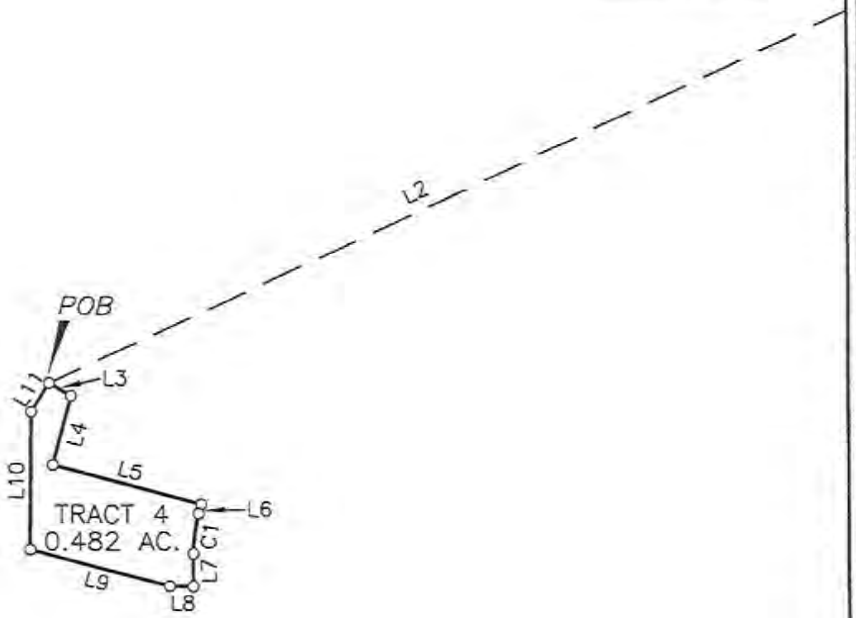
LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT



SCALE: 1"=200'

2144.875 AC.
TAYLOR MORRISON OF TEXAS, INC.
DOC. NO. 2012217300



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'
L2	S64°42'31"W	1922.11'
L3	S58°51'01"E	28.25'
L4	S14°58'26"W	79.46'
L5	S74°49'45"E	169.94'
L6	S14°59'30"W	10.45'
L7	S00°34'41"W	36.85'
L8	N89°25'19"W	26.05'
L9	N75°00'30"W	159.61'
L10	N00°41'55"E	153.81'
L11	N31°42'03"E	37.83'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	14°24'48"	180.00'	45.28'	S07°47'05"W	45.16'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 4.doc

C&G SURVEYING, LLC
1805 QUIDA DR.
AUSTIN, TEXAS 78728
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FAX: (512) 836-8385

0.482 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12223_GR-ZONING EXHIBIT 4
DATE: MAY 14, 2013

ZONING EXHIBIT 4

SHEET 2 / 2

0.337 ACRES
CITY OF LEANDER, ZONING TRACT 5
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 0.337 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.337 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE S63°31'25"W, over and across the 2144.875 acre tract a distance of 1578.20 feet to a calculated point, being the northwesterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following seven (7) courses:

1. S71°05'57"E, a distance of 4.80 feet to a calculated point;
2. S61°37'43"E, a distance of 74.85 feet to a calculated point;
3. S46°13'28"E, a distance of 44.33 feet to a calculated point;
4. S13°07'45"E, a distance of 14.69 feet to a calculated point;
5. S59°02'31"W, a distance of 180.12 feet to a calculated point for the point of curvature of a curve to the left;
6. Along said curve to the left, having a radius of 50.00 feet, an arc length of 29.23 feet and a chord which bears N47°42'22"W, a distance of 28.82 feet to a calculated point at the end of said curve;
7. N24°15'50"E, a distance of 170.42 feet to the **POINT OF BEGINNING**, containing an area of **0.337** ACRES OF LAND MORE OR LESS.

Attachments: 12236_GR-Zoning Exhibit 5.dwg

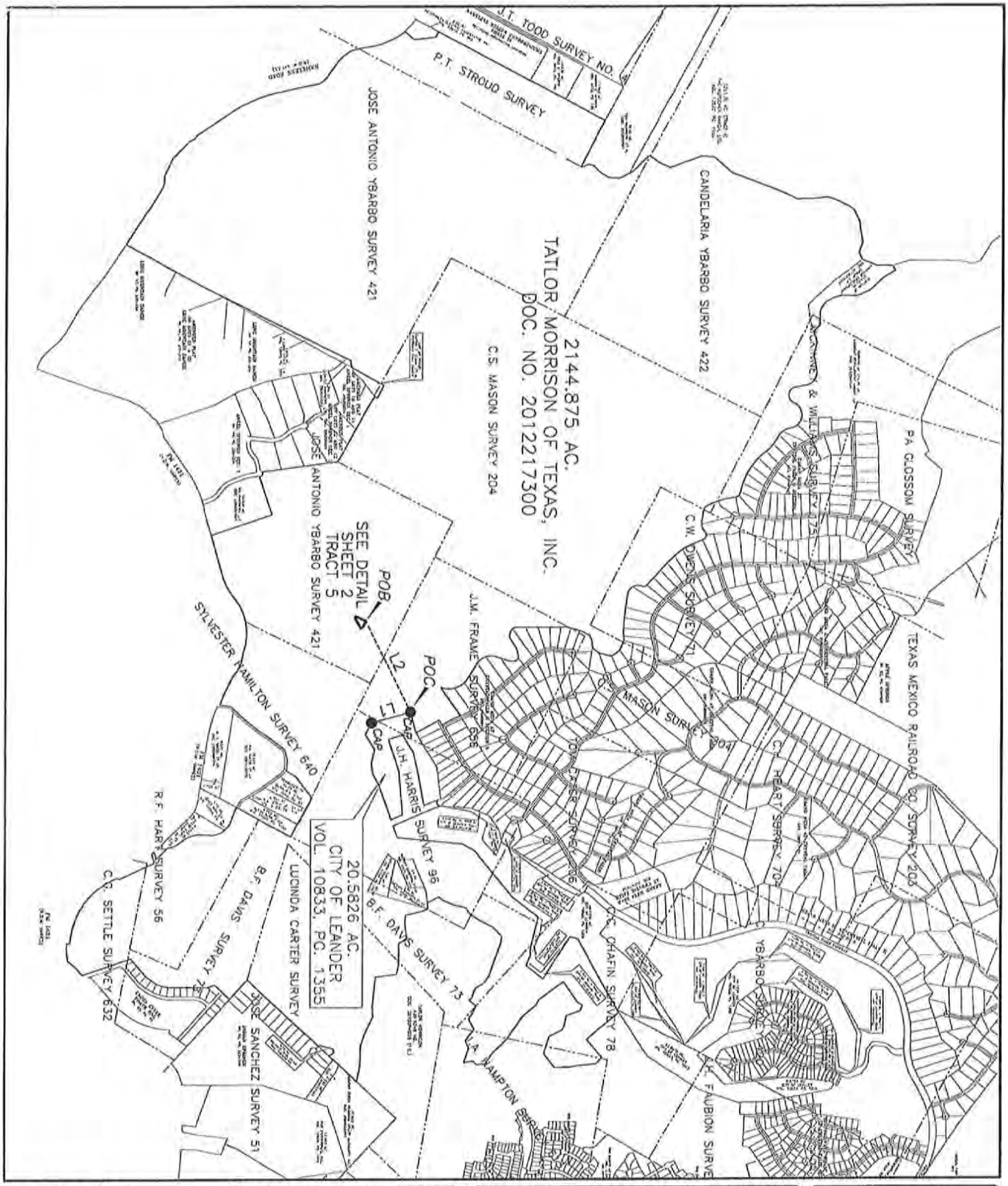
Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300

STATE OF TEXAS REGISTERED PHILLIP L. MCLAUGHLIN 5300 PROFESSIONAL LAND SURVEYOR

1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385



SHEET	
1	2

ZONING EXHIBIT 5

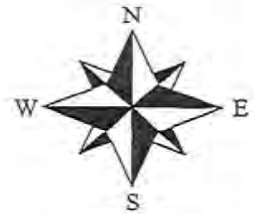
BEARING BASIS: NAD 83 CENTRAL ZONE	
PLOTTING SCALE: 1" = 2000'	
DRAWN BY: PMC	
REVIEWED BY: DRS	
PROJECT NO: 12236	
FILE: L:\DWG\12223_GR-ZONING EXHIBIT 5	
DATE: MAY 14, 2013	

0.337 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

G&R SURVEYING, LLC
1805 QUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

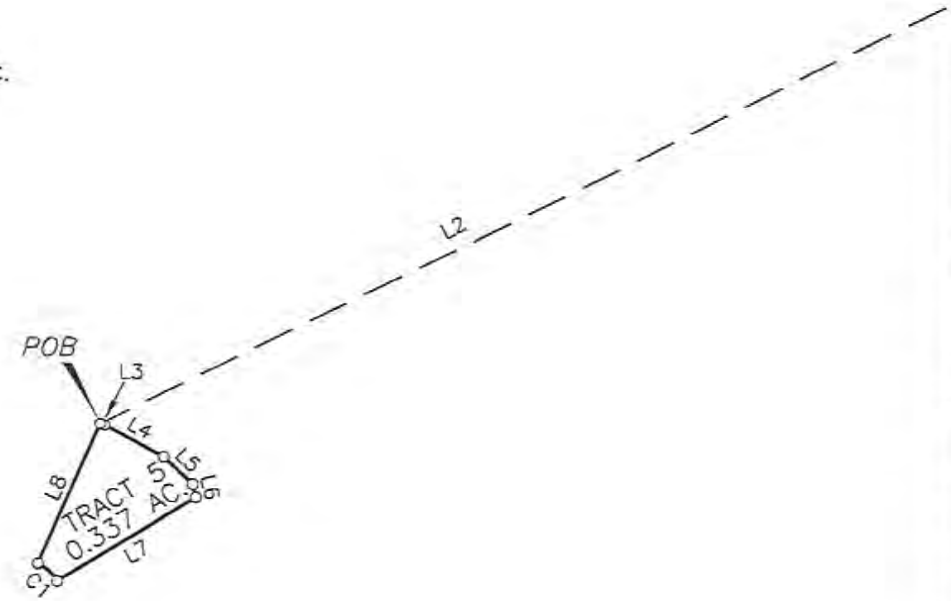
LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT



SCALE: 1"=200'

2144.875 AC.
TAYLOR MORRISON OF TEXAS, INC.
DOC. NO. 2012217300



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'
L2	S63°31'25"W	1578.20'
L3	S71°05'57"E	4.80'
L4	S61°37'43"E	74.85'
L5	S46°13'28"E	44.33'
L6	S13°07'45"E	14.69'
L7	S59°02'31"W	180.12'
L8	N24°15'50"E	170.42'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	33°29'47"	50.00'	29.23'	N47°42'22"W	28.82'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 5.doc

SURVEYING, LLC
1805 QUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

0.337 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\1223_GR-ZONING EXHIBIT 5
DATE: MAY 14, 2013

ZONING EXHIBIT 5

SHEET 2 / 2

G&R SURVEYING, LLC
"Accurate by Design"

0.621 ACRES
CITY OF LEANDER, ZONING TRACT 6
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 0.621 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.621 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE S58°59'11"W, over and across the 2144.875 acre tract a distance of 1524.93 feet to a calculated point, being the northeasterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following six (6) courses:

1. S13°07'45"E, a distance of 127.30 feet to a calculated point;
2. S14°59'30"W, a distance of 101.75 feet to a calculated point;
3. N75°00'30"W, a distance of 170.00 feet to a calculated point;
4. N14°59'30"E, a distance of 48.63 feet to a calculated point for the point of curvature of a curve to the left;
5. Along said curve to the left, having a radius of 50.00 feet, an arc length of 40.10 feet and a chord which bears N07°59'00"W, a distance of 39.03 feet to a calculated point at the end of said curve;
6. N59°02'31"E, a distance of 180.12 feet to the **POINT OF BEGINNING**, containing an area of **0.621** ACRES OF LAND MORE OR LESS.

Attachments: 12236_GR-Zoning Exhibit 6.dwg

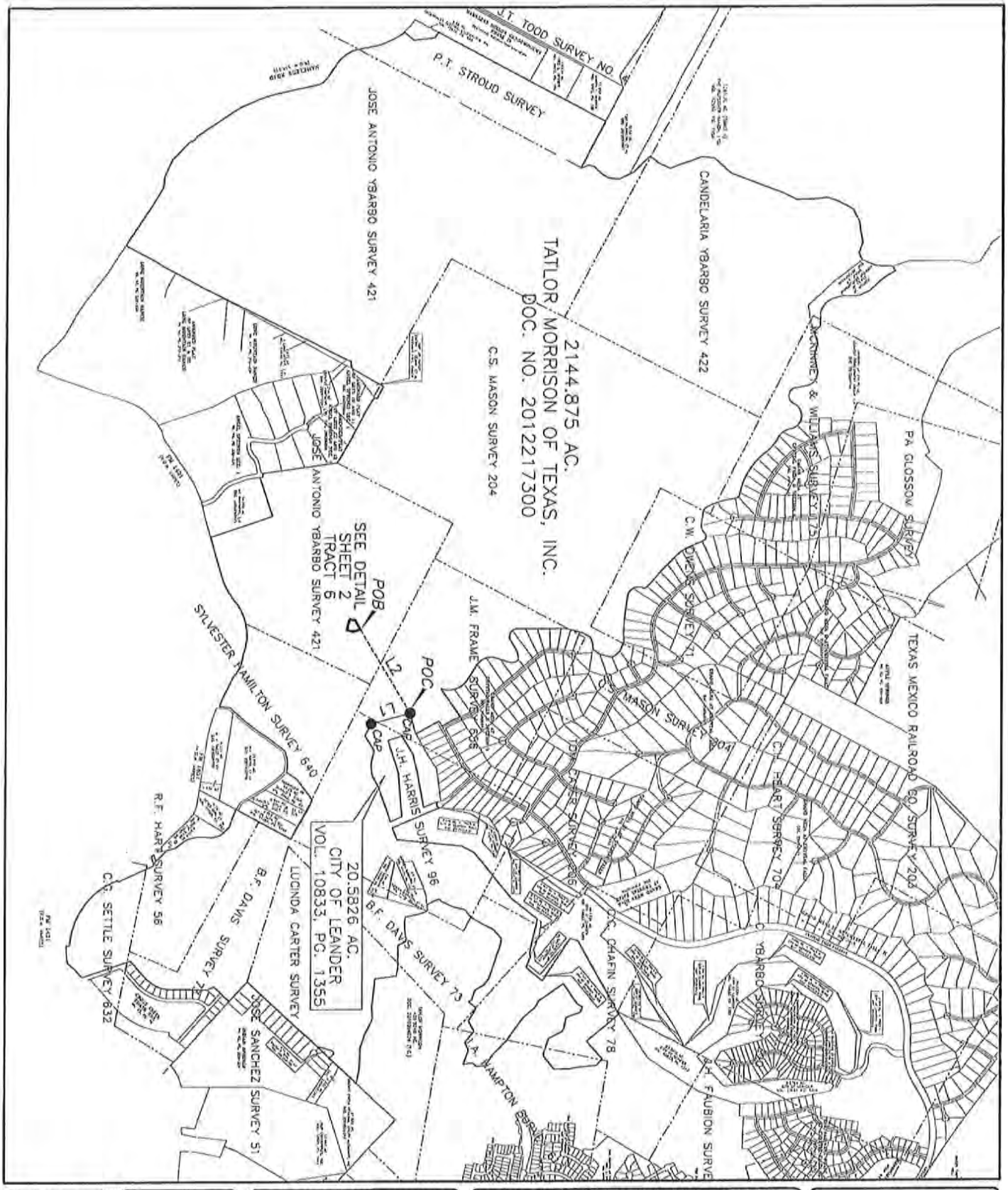
Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385



SHEET	
1	2

ZONING EXHIBIT 6

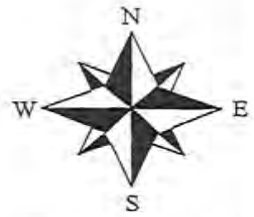
BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 2000'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12223_GR-ZONING EXHIBIT 6
DATE: MAY 14, 2013

0.621 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

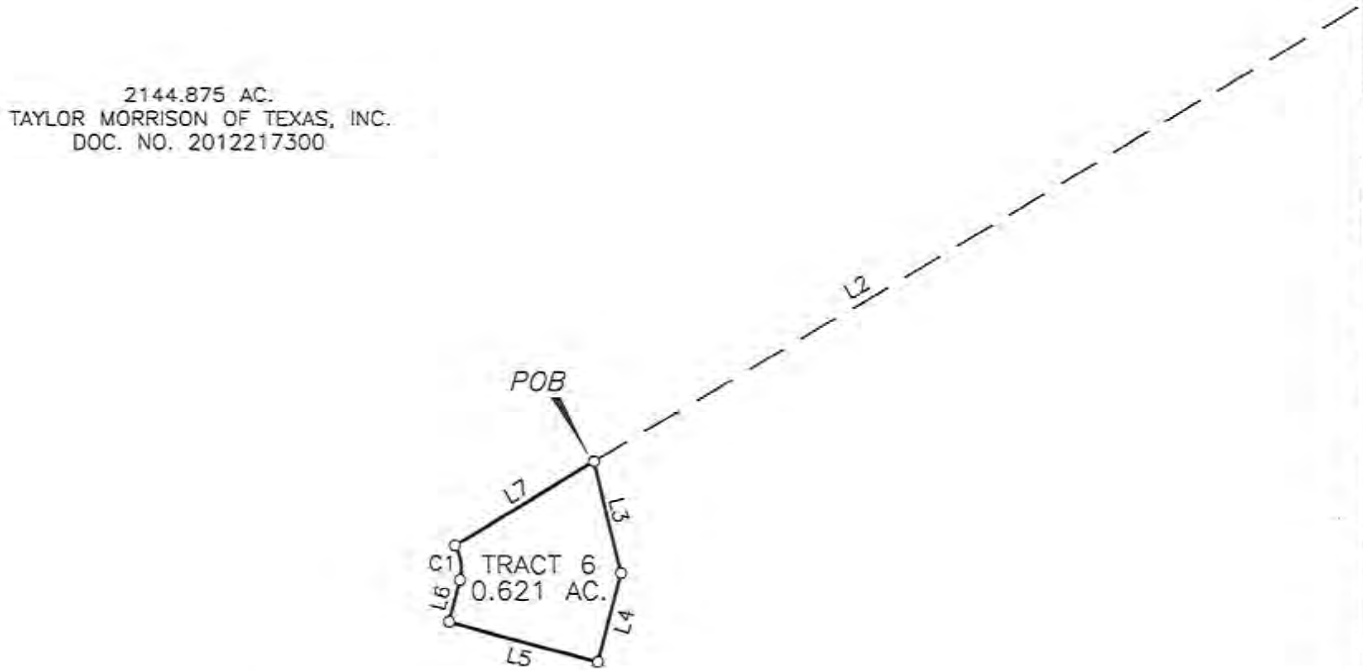
G&R SURVEYING, LLC
1805 QUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT



SCALE: 1"=200'



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'
L2	S58°59'11"W	1524.93'
L3	S13°07'45"E	127.30'
L4	S14°59'30"W	101.75'
L5	N75°00'30"W	170.00'
L6	N14°59'30"E	48.63'
L7	N59°02'31"E	180.12'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	45°56'58"	50.00'	40.10'	N07°59'00"W	39.03'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 6.doc

SURVEYING, LLC
1805 QUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

0.621 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PWC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12223_GR-ZONING EXHIBIT 6
DATE: MAY 14, 2013

ZONING EXHIBIT 6

SHEET 2 / 2

G&R SURVEYING, LLC
"Accurate by Design"

0.527 ACRES
CITY OF LEANDER, ZONING TRACT 7
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 0.527 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.527 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE S56°43'06"W, over and across the 2144.875 acre tract a distance of 1756.68 feet to a calculated point, being the northwesterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following six (6) courses:

1. S75°00'30"E, a distance of 170.00 feet to a calculated point;
2. S14°59'30"W, a distance of 135.00 feet to a calculated point;
3. N75°00'30"W, a distance of 165.34 feet to a calculated point for the point of curvature of a curve to the left;
4. Along said curve to the left, having a radius of 325.00 feet, an arc length of 4.66 feet and a chord which bears N75°25'10"W, a distance of 4.66 feet to a calculated point at the end of said curve;
5. N14°59'30"E, a distance of 135.03 feet to the **POINT OF BEGINNING**, containing an area of **0.527** ACRES OF LAND MORE OR LESS.

Attachments: 12236_GR-Zoning Exhibit 7.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

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Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

1805 Ouida Drive, Austin, TX 78728
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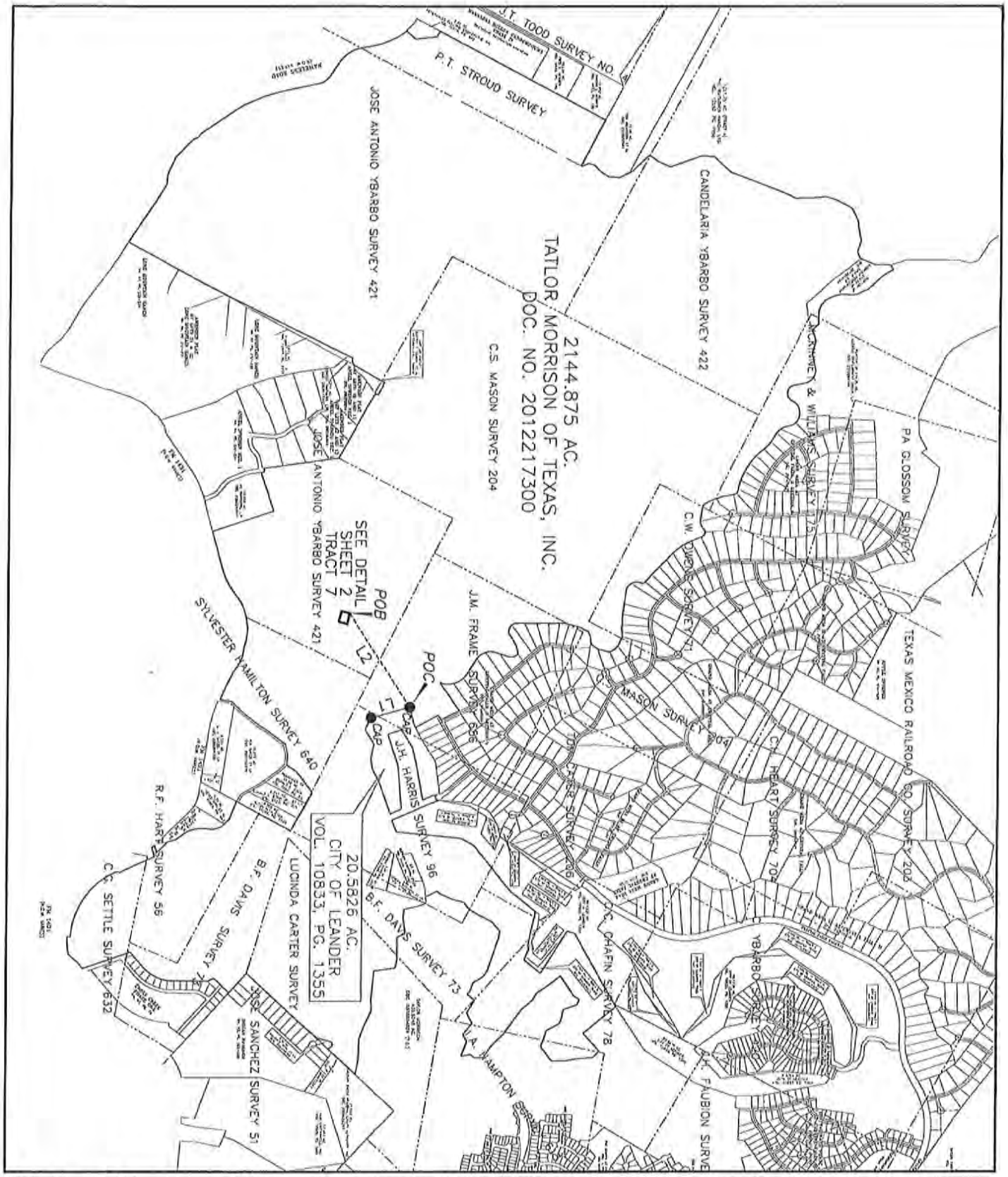

SHEET	
1	2

ZONING EXHIBIT 7

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 2000'
DRAWN BY: PWC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12223_GR-ZONING EXHIBIT 7
DATE: MAY 14, 2013

0.527 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

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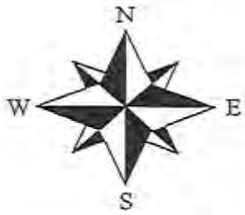
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

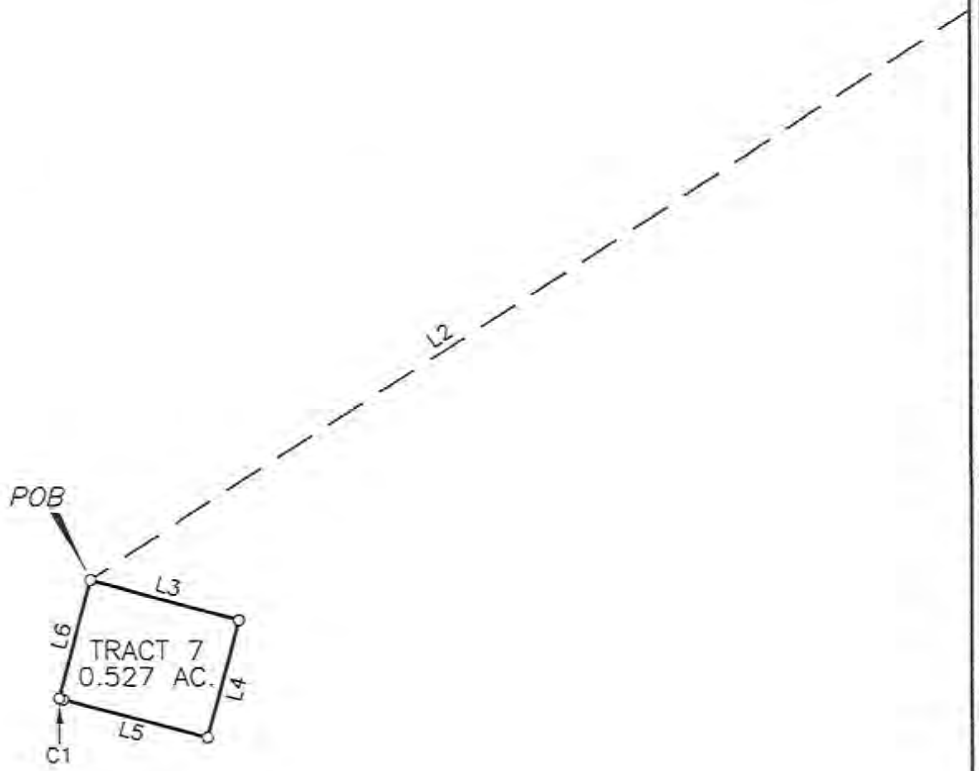
LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT



SCALE: 1"=200'

2144.875 AC.
TAYLOR MORRISON OF TEXAS, INC.
DOC. NO. 2012217300



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'
L2	S56°43'06"W	1756.68'
L3	S75°00'30"E	170.00'
L4	S14°59'30"W	135.00'
L5	N75°00'30"W	165.34'
L6	N14°59'30"E	135.03'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	0°49'19"	325.00'	4.66'	N75°25'10"W	4.66'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 7.doc

C&J SURVEYING, LLC
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AUSTIN, TEXAS 78728
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BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12223_GR-ZONING EXHIBIT 7
DATE: MAY 14, 2013

ZONING EXHIBIT 7

SHEET 2 / 2

8. Zoning Case #13-Z-015: Hold a public hearing and consider action on the rezoning of a parcel located at approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Rd, in Crystal Falls West, Section One for 41.40 acres more or less; Parcel #382583. Currently, the property is zoned SFU-2-A (Single Family Urban), SFS-2-A (Single Family Suburban), and SFE-2-A (Single Family Estate). The property is proposed to be zoned SFC-2-A (Single Family Compact), SFU-2-A (Single Family Urban) SFS-2-A (Single Family Suburban), Leander, Travis County, Texas. Applicant: Samuel Kiger on behalf of Travisso, Ltd.

a) Staff Presentation

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

b) Applicant Presentation

Adib R. Khoury spoke on the purpose of rezoning.

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Abruzzese closed the public hearing.

e) Discussion

Discussion took place

f) Consider Action

Commissioner Wixson motioned to approve the zoning request SFC-2-A (Single Family Compact), SFU-2-A (Single Family Urban) and SFS-2-A (Single Family Suburban) Commissioner Allen seconded the motion. Motion passed 4 to 1 with Commissioner Sokol opposed.

9. Discussion of workshop topics and schedule.

The Planning & Zoning Commission discussed future topics for workshops and the scheduling of the workshops.

10. Meeting adjourned **at 7:40**

_____

Chairman, Abruzzese

ATTEST: _____

Ellen Pizalate, P & Z Secretary

Executive Summary

July 18, 2013

Council Agenda Subject: CITY OF LEANDER AND WILLIAMSON COUNTY INTERLOCAL AGREEMENT TO SEAL COAT STREETS IN THE RIDGMAR LANDING SUBDIVISION

Background: Several street segments in the Ridgmar Landing Subdivision were annexed by the City of Leander over the last eleven years. Beginning in early August Williamson County work crews will seal coat the streets in the Ridgmar Landing Subdivision. The proposed agreement allows the Williamson County Road & Bridge Department to seal coat approximately a third of the streets on behalf of the City, providing a uniform appearance and level of maintenance in Ridgmar Landing . The work is scheduled to begin in August 2013. Portions of the streets will be temporarily closed and will open several hours after the work is completed.

Origination: Pat Womack, Public Works Director

Financial Consideration: $9,927.55 (Contract Labor, Public Works)

Recommendation: Staff requests approval of the attached Interlocal Agreement

Attachments: City of Leander and Williamson County Interlocal Agreement

Prepared by: Pat Womack, Public Works Director

INTERLOCAL AGREEMENT FOR ROADWAY MAINTENANCE

Pursuant to Texas Government Code, Chapter 791, the City of Leander, Texas ("City"), hereby enters into an Interlocal Agreement ("Agreement") with the Williamson County Road & Bridge Division, acting by and through Williamson County, Texas ("County"), to apply a seal coat along approximately 4,800 linear feet to five sections of local streets in the Ridgmar Subdivision to include East Windemere Drive, Warfield, and Ridgmar Drive. All sections are within Leander City Limits. The attached Exhibit "A" shows the locations of the work areas and the cost estimate of labor, equipment, and materials, in the amount of $9,927.55.

The City and County have determined that it would be in the best interest of their citizens for the County to perform the roadway improvements detailed herein. The term of this Agreement shall commence on the date of the last party's execution hereof (the "Effective Date"). The Agreement shall continue in full force in effect for one (1) year from the Effective Date, unless earlier terminated by thirty (30) days written notice from either party to the other.

The City acknowledges that payment for the services rendered pursuant to this Agreement shall be paid with current revenues available to the City. To the extent allowed by law, the City and County shall not be liable to one another or responsible for any claims or damages of any kind for injury to or death of any person or persons, or for damage to or loss of property arising out of or attributed directly or indirectly to the operations or performance of any service provided by the other pursuant to this Agreement.

Upon satisfactory completion of the services described in Exhibit "A", the County shall invoice the City for the total actual costs of all labor and equipment used to perform the services. The City shall pay the County within thirty (30) calendar days from the date of the invoice.

CITY OF LEANDER, TEXAS

_____

Christopher Fielder
Mayor
City of Leander

Date: _____ ____, 2013

WILLIAMSON COUNTY, TEXAS

_____

Dan Gattis,
County Judge
Williamson County

Date: _____, 2013

Approved:

_____

J. Terron Evertson, P.E.
Director of Road & Bridge
Williamson County

EXHIBIT "A"
Map detailing work areas and cost estimate sheet

Ridmar Subdivision Seal Coat Street Improvements July 2013

MATERIALS						*Subtotal*
Rock	63 tons	$ 28.00	$ 1,764.00			$ 1,764.00
Oil	2145 gals.	$ 3.13	$ 6,703.13			$ 6,703.13
						$ 8,467.13

EQUIPMENT		Rate		# hrs.	*Subtotal*
Loader	1 @	$44.00 per hr	$44.00	3	$ 132.00
Spreader	1 @	$65.00 per hr	$65.00	3	$ 195.00
Roller	1 @	$21.00 per hr	$21.00	3	$ 63.00
Dump Truck	1 @	$40.00 per hr	$40.00	3	$ 120.00
Dist. Truck	1 @	$48.50 per hr	$48.50	3	$ 145.50
Broom	1 @	$50.00 per hr	$50.00	1	$ 50.00
					$ 705.50

LABOR		Rate			*Subtotal*
Employees	9 @	$27.96 per hr	$ 251.64	3	$ 754.92
					$ 754.92

SUBTOTALS	
MATERIALS	$ 8,467.13
EQUIPMENT	$ 705.50
LABOR	$ 754.92
GRAND TOTALS	$ 9,927.55

0 300 600
Feet
RM 2243
W WINDEMERE
E WINDEMERE
PVR 921
RIDGMAR RD
WARFIELD
RONALD W REAGAN BLVD
SARITA DR
FAIR OAKS ST
Ridgmar Landing Streets
Jurisdiction
Leander
Williamson Co.
Leander City Limits
E CRYSTAL FALLS PKWY
GRAND LAKE PKWY

AGENDA ITEM # 16

Executive Summary

July 18, 2013

Council Agenda Subject: Consideration of Award of Construction Contract for the City of Leander Hybrid Pedestrian Beacon Project

Background: Bids were received and opened on Thursday, June 20, 2013, for the City of Leander Hybrid Pedestrian Beacon Project. Two bids were received and are attached, herein. G. Carter Construction Company, Inc., is the low bidder for both the Base Bid at $144,942.25 and the Alternate Bid at $87,992.25. The purpose of the project is to install a pedestrian initiated, signalized pedestrian crossing and associated sidewalks, curb ramps, signage, pavement markings, etc., for Bagdad Road located approximately 160 feet north of the Leander High School bus entrance/exit. Upon completion, the project will provide an opportunity for safe, mid-block pedestrian crossings of Bagdad Road between Osage Drive and Kettering Drive. LISD and the City are participating in the costs of the project as per the terms of the attached Interlocal Agreement approved City Council on January 3, 2013. LISD's contribution to the project is expected to be $44,000.00. The Leander Public Works Department will construct the sidewalks, curb ramps, drainage structures, etc.; while G. Carter Construction Company, Inc., will construct the mast foundations, masts, mast arms, signal heads (beacons), traffic control cabinets, and appurtenances as defined in the Alternate Bid. The project is anticipated to be completed by the start of school on August 26, 2013, pending weather conditions. Masts and mast arms have the longest lead time, but have already been ordered by G. Carter Construction Company, Inc., with delivery expect on or before August 1, 2013. We commend and greatly appreciate G. Carter Construction Company, Inc., for their actions in facilitating the anticipated completion of this project by the beginning of the school year by taking the risk of ordering the long lead time project components prior to contract award.

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

Financial Consideration: $87,992.25 from GL# 01-21-8338 for the Alternate Bid, an estimated $15,000 in out-of- pocket costs by Public Works Department, unspecified force account labor costs within the Public Works Department, and a partnership contribution of $44,000.00 by LISD.

Recommendation: Staff recommends award of the construction contract for the Alternate Bid for the City of Leander Hybrid Pedestrian Beacon Project to G. Carter Construction Company, Inc., in the amount of $87,992.25

Attachments: Bid Proposals and Leander/LISD Interlocal Agreement

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

REPLACEMENT BID FORM

City of Leander Pedestrian Hybrid Beacon

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Article 9 – Bid Submittal	8

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Leander; Attn: Wayne S. Watts. P.E., CFM; 200 W. Willis; Leander, Texas 78641

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	6-18-13

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. ~~Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Supplementary Conditions 4.02.~~

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Either Base Bid or Alternate Bid may be used in awarding the Contract.

5.02 Base Bid - Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

Item ID	Description	Unit	Quantity	Bid Unit Price	Bid Price
110	EXCAVATION	CY	300	$ 30.00	$ 9,000.00

420	CONCRETE STRUCTURES	EA	1	$ 14,000.00	$ 14,000.00
464	REINFORCED CONCRETE PIPE	LF	16	$ 250.00	$ 4,000.00
467	SAFETY END TREATMENT	EA	2	$ 1,500.00	$ 3,000.00
**	CONC CURB 18" X 6"	LF	145	$ 30.00	$ 4,350.00
531	CURB RAMPS (TY 1)	EA	2	$ 1800.00	$ 3,600.00
531	CONC SIDEWALK (5")	SY	11	$ 250.00	$ 2,750.00
540	MTL W-BEAM GD FEN (TIM POST)	LF	25	$ 70.00	$ 1,750.00
544	GUARDRAIL END TREATMENTS	EA	2	$ 4,500.00	$ 9,000.00
416	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	22.6	$ 200.00	$ 4,520.00
500	MOBILIZATION	LS	1	$ 12,000.00	$ 12,000.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$ 3,500.00	$ 3,500.00
618	CONDT (PVC) (SCHD 80) (2")	LF	125	$ 10.00	$ 1,250.00
618	CONDT (PVC) (SCHD 80) (4")	LF	110	$ 15.00	$ 1,650.00
618	CONDT (PVC) (SCHD 80) (4") (BORE)	LF	90	$ 50.00	$ 4,500.00
620	ELEC CONDR (NO.6) BARE	LF	25	$ 1.35	$ 33.75
620	ELEC CONDR (NO.6) INSULATED	LF	50	$ 2.00	$ 100.00
620	ELEC CONDR (NO.8) BARE	LF	200	$ 1.20	$ 240.00
624	GROUND BOX TY D (162922) W/APRON	EA	3	$ 850.00	$ 2,550.00
628	ELC SRVTY D 120/240 060 (NS)SS(N) PS(U)	EA	1	$ 5,000.00	$ 5,000.00
644	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	6	$ 825.00	$ 4,950.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	185	$ 15.00	$ 2,775.00

666	REFL PAV MRK TY I (Y)4" (SLD)(100MIL)	LF	375	$ 3.50	$ 1,312.50
672	REFL PAV MRKR TY II - A – A	EA	24	$ 25.00	$ 600.00
677	ELIM EXT PAV MRKG & MRKS (4IN)	LF	300	$ 4.00	$ 1,200.00
678	PAV SURF PREP FOR MRK (4")	LF	375	$ 1.00	$ 375.00
678	PAV SURF PREP FOR MRK (24")	LF	185	$ 4.00	$ 740.00
680	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$ 5,000.00	$ 5,000.00
**	REGULATORY SIGN PANEL (R10-23)	EA	2	$ 400.00	$ 800.00
**	WARNING SIGN PANEL (W11-2) ON MAST ARM	EA	2	$ 400.00	$ 800.00
**	TRAFFIC SIGNAL CONTROLLER/CABINET	EA	1	$ 13,500.00	$ 13,500.00
**	TRAFFIC SIGNAL CONTROLLER FOUNDATION	EA	1	$ 1,850.00	$ 1,850.00
**	WIND DAMPNER	EA	2	$ 300.00	$ 600.00
682	BACK PLATE (12IN) (1 SEC)	EA	12	$ 80.00	$ 960.00
682	VEH SIG SEC (12 IN) LED (YEL)	EA	4	$ 313.00	$ 1,252.00
682	VEH SIG SEC (12 IN) LED (RED)	EA	8	$ 302.00	$ 2,416.00
684	TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	LF	104	$ 2.00	$ 208.00
684	TRF SIG CBL (TY A) (14AWG) (5 CONDR)	LF	20	$ 3.00	$ 60.00
684	TRF SIG CBL (TYA) (14 AWG) (16 CONDR)	LF	200	$ 5.00	$ 1,000.00
686	INS TRF SIG PL AM (S) 1 ARM (32")	EA	2	$ 5,875.00	$ 11,750.00
8260	LED COUNTDOWN PEDESTRIAN MODULE	EA	2	$ 750.00	$ 1,500.00
8703	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	2	$ 2,250.00	$ 4,500.00
TOTAL	**BASE BID**	$ 144,942.25			

ALTERNATE BID

Item ID	Description	Unit	Quantity	Bid Unit Price	Bid Price
416	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	22.6	$ 200.00	$ 4,520.00
500	MOBILIZATION	LS	1	$ 6,500.00	$ 6,500.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$ 3,500.00	$ 3,500.00
618	CONDT (PVC) (SCHD 80) (2")	LF	125	$ 10.00	$ 1,250.00
618	CONDT (PVC) (SCHD 80) (4")	LF	110	$ 15.00	$ 1,650.00
618	CONDT (PVC) (SCHD 80) (4") (BORE)	LF	90	$ 50.00	$ 4,500.00
620	ELEC CONDR (NO.6) BARE	LF	25	$ 1.35	$ 33.75
620	ELEC CONDR (NO.6) INSULATED	LF	50	$ 2.00	$ 100.00
620	ELEC CONDR (NO.8) BARE	LF	200	$ 1.20	$ 240.00
624	GROUND BOX TY D (162922) W/APRON	EA	3	$ 850.00	$ 2,550.00
628	ELC SRVTY D 120/240 060 (NS)SS(N) PS(U)	EA	1	$ 5,000.00	$ 5,000.00
644	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	6	$ 825.00	$ 4,950.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	185	$ 15.00	$ 2,775.00
666	REFL PAV MRK TY I (Y)4" (SLD)(100MIL)	LF	375	$ 3.50	$ 1,312.50
672	REFL PAV MRKR TY II - A – A	EA	24	$ 25.00	$ 600.00
677	ELIM EXT PAV MRKG & MRKS (4IN)	LF	300	$ 4.00	$ 1,200.00
678	PAV SURF PREP FOR MRK (4")	LF	375	$ 1.00	$ 375.00
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680	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$ 5,000.00	$ 5,000.00

**	REGULATORY SIGN PANEL (R10-23)	EA	2	$ 400.00	$ 800.00
**	WARNING SIGN PANEL (W11-2) ON MAST ARM	EA	2	$ 400.00	$ 800.00
**	TRAFFIC SIGNAL CONTROLLER/CABINET	EA	1	$ 13,500.00	$ 13,500.00
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8260	LED COUNTDOWN PEDESTRIAN MODULE	EA	2	$ 750.00	$ 1,500.00
8703	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	2	$ 2,250.00	$ 4,500.00
TOTAL	ALTERNATE BID	$ 87,992.25			

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraphs 14.04 and 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid security;

B. Bidder qualifications as required in the Instruction to Bidders;

C. complete responses to information required in Bid;

D. the entire Bid with all blanks filled in completely.

ARTICLE 8 – DEFINED TERMS

8.01 Not Used.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

Bidder (typed or printed): G. Carter Construction Co., Inc.

By: _____ *(Authorized Signature)*

Title: Vice President

Date: 6-20-13

Business Address: 805 North Bell Blvd Cedar Park, TX 78613

Telephone Number: (512) 258-1025

Fax Number: (512) 258-1026

REPLACEMENT BID FORM

City of Leander Pedestrian Hybrid Beacon

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Addendum No.	Addendum Date
1	6-18-13

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F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Either Base Bid or Alternate Bid may be used in awarding the Contract.

5.02 Base Bid - Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

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467	SAFETY END TREATMENT	EA	2	$1400.00	$2800.00
**	CONC CURB 18" X 6"	LF	145	$28.00	$4060.00
531	CURB RAMPS (TY 1)	EA	2	$1965.00	$3930.00
531	CONC SIDEWALK (5")	SY	11	$241.00	$2651.00
540	MTL W-BEAM GD FEN (TIM POST)	LF	25	$73.00	$1825.00
544	GUARDRAIL END TREATMENTS	EA	2	$4950.00	$9900.00
416	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	22.6	$250.00	$5650.00
500	MOBILIZATION	LS	1	$14000.00	$14000.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$5000.00	$5000.00
618	CONDT (PVC) (SCHD 80) (2")	LF	125	$20.00	$2500.00
618	CONDT (PVC) (SCHD 80) (4")	LF	110	$25.00	$2750.00
618	CONDT (PVC) (SCHD 80) (4") (BORE)	LF	90	$60.00	$5400.00
620	ELEC CONDR (NO.6) BARE	LF	25	$2.00	$50.00
620	ELEC CONDR (NO.6) INSULATED	LF	50	$3.00	$150.00
620	ELEC CONDR (NO.8) BARE	LF	200	$15.00	$3000.00
624	GROUND BOX TY D (162922) W/APRON	EA	3	$1100.00	$3300.00
628	ELC SRVTY D 120/240 060 (NS)SS(N) PS(U)	EA	1	$4200.00	$4200.00
644	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	6	$900.00	$5400.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	185	$12.00	$2220.00

666	REFL PAV MRK TY I (Y)4" (SLD)(100MIL)	LF	375	$ 3.00	$ 1125.00
672	REFL PAV MRKR TY II - A – A	EA	24	$ 10.00	$ 240.00
677	ELIM EXT PAV MRKG & MRKS (4IN)	LF	300	$ 2.14	$ 642.00
678	PAV SURF PREP FOR MRK (4")	LF	375	$ 0.55	$ 206.25
678	PAV SURF PREP FOR MRK (24")	LF	185	$ 3.00	$ 555.00
680	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$ 17500.00	$ 17500.00
**	REGULATORY SIGN PANEL (R10-23)	EA	2	$ 195.00	$ 390.00
**	WARNING SIGN PANEL (W11-2) ON MAST ARM	EA	2	$ 300.00	$ 600.00
**	TRAFFIC SIGNAL CONTROLLER/CABINET	EA	1	$ 1200.00	$ 1200.00
**	TRAFFIC SIGNAL CONTROLLER FOUNDATION	EA	1	$ 1600.00	$ 1600.00
**	WIND DAMPNER	EA	2	$ 230.00	$ 460.00
682	BACK PLATE (12IN) (1 SEC)	EA	12	$ 68.00	$ 816.00
682	VEH SIG SEC (12 IN) LED (YEL)	EA	4	$ 338.00	$ 1352.00
682	VEH SIG SEC (12 IN) LED (RED)	EA	8	$ 322.00	$ 2576.00
684	TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	LF	104	$ 1.00	$ 104.00
684	TRF SIG CBL (TY A) (14AWG) (5 CONDR)	LF	20	$ 1.50	$ 30.00
684	TRF SIG CBL (TYA) (14 AWG) (16 CONDR)	LF	200	$ 2.00	$ 400.00
686	INS TRF SIG PL AM (S) 1 ARM (32")	EA	2	$ 4700.00	$ 9400.00
8260	LED COUNTDOWN PEDESTRIAN MODULE	EA	2	$ 600.00	$ 1200.00
8703	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	2	$ 2300.00	$ 4600.00
TOTAL	**BASE BID**	$		150 838.25	

ALTERNATE BID

Item ID	Description	Unit	Quantity	Bid Unit Price	Bid Price
416	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	22.6	$ 250.00	$ 5650.00
500	MOBILIZATION	LS	1	$ 10000.00	$ 10000.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$ 5000.00	$ 5000.00
618	CONDT (PVC) (SCHD 80) (2")	LF	125	$ 20.00	$ 2500.00
618	CONDT (PVC) (SCHD 80) (4")	LF	110	$ 25.00	$ 2750.00
618	CONDT (PVC) (SCHD 80) (4") (BORE)	LF	90	$ 60.00	$ 5400.00
620	ELEC CONDR (NO.6) BARE	LF	25	$ 2.00	$ 50.00
620	ELEC CONDR (NO.6) INSULATED	LF	50	$ 3.00	$ 150.00
620	ELEC CONDR (NO.8) BARE	LF	200	$ 15.00	$ 3000.00
624	GROUND BOX TY D (162922) W/APRON	EA	3	$ 1100.00	$ 3300.00
628	ELC SRVTY D 120/240 060 (NS)SS(N) PS(U)	EA	1	$ 4200.00	$ 4200.00
644	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	6	$ 900.00	$ 5400.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	185	$ 12.00	$ 2220.00
666	REFL PAV MRK TY I (Y)4" (SLD)(100MIL)	LF	375	$ 3.00	$ 1125.00
672	REFL PAV MRKR TY II - A – A	EA	24	$ 10.00	$ 240.00
677	ELIM EXT PAV MRKG & MRKS (4IN)	LF	300	$ 2.14	$ 642.00
678	PAV SURF PREP FOR MRK (4")	LF	375	$ 0.55	$ 206.25
678	PAV SURF PREP FOR MRK (24")	LF	185	$ 3.00	$ 555.00
680	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$ 17500.00	$ 17500.00

**	REGULATORY SIGN PANEL (R10-23)	EA	2	$ 195.00	$ 390.00
**	WARNING SIGN PANEL (W11-2) ON MAST ARM	EA	2	$ 300.00	$ 600.00
**	TRAFFIC SIGNAL CONTROLLER/CABINET	EA	1	$ 1200.00	$ 1200.00
**	TRAFFIC SIGNAL CONTROLLER FOUNDATION	EA	1	$ 1600.00	$ 1600.00
**	WIND DAMPNER	EA	2	$ 230.00	$ 460.00
682	BACK PLATE (12IN) (1 SEC)	EA	12	$ 68.00	$ 816.00
682	VEH SIG SEC (12 IN) LED (YEL)	EA	4	$ 338.00	$ 1352.00
682	VEH SIG SEC (12 IN) LED (RED)	EA	8	$ 322.00	$ 2576.00
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684	TRF SIG CBL (TY A) (14AWG) (5 CONDR)	LF	20	$ 1.50	$ 30.00
684	TRF SIG CBL (TYA) (14 AWG) (16 CONDR)	LF	200	$ 2.00	$ 400.00
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8260	LED COUNTDOWN PEDESTRIAN MODULE	EA	2	$ 600.00	$ 1200.00
8703	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	2	$ 2300.00	$ 4600.00
TOTAL	**ALTERNATE BID**	$		94616.25	

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraphs 14.04 and 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid security;

B. Bidder qualifications as required in the Instruction to Bidders;

C. complete responses to information required in Bid;

D. the entire Bid with all blanks filled in completely.

ARTICLE 8 – DEFINED TERMS

8.01 Not Used.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

Bidder (typed or printed): Austin Traffic Signal Construction Co Inc

By: _____
(Authorized Signature)

Title: V.P.

Date: 6-20-15

Business Address: 4615 Prism Lane Pflugerville TX 78660

Telephone Number: 512 255 9951

Fax Number: 512 255 0146

COUNTY OF WILLIAMSON §
§
STATE OF TEXAS §

COST SHARING AGREEMENT FOR SIGNAL IMPROVEMENTS

This Cost Sharing Agreement for Signal Improvements (this "Agreement") is made by and between the **City of Leander**, a Texas home-rule municipal corporation (the "City"), and the **Leander Independent School District** (the "LISD") as of the _____ day of _____, 2013 (the "Effective Date"). The City and the LISD are sometimes referred to herein jointly as the "Parties"

Whereas, the Parties wish to provide for the construction of a hybrid pedestrian traffic signal and to share the cost of design and construction of said signal;

NOW, THEREFORE, pursuant to *Chapt. 791, Tex. Gov't. Code,* and as otherwise authorized and permitted by the City Charter and the laws of the State of Texas, for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the LISD and the City do hereby agree as follows:

Section 1. Design and Construction of Transportation Improvements.

(a) The City and the LISD shall share equally the cost of designing and constructing a hybrid predestrian traffic signal to be located on Bagdad Road, Leander, Texas, approximately 130 feet north of the the Leander High School bus entrance/exit.

(b) The City has caused for the design of and for the preparation of construction plans for the Signal by a licensed engineer. The cost of the design and construction plans is $18,000.00 (the "Design Costs").

(c) The City shall cause the Signal to be constructed in accordance with the approved construction plans, applicable City regulations, and good engineering practices and shall administer the Project. The City will determine when the Project has been completed, and upon completion as determined by the City, the City will accept the Signal and shall be responsible for its maintenance and operation.

Section 2. Construction Costs. The Construction Costs for the Signal shall be the reasonable and approved total cost of competitively bidding and constructing the Signal based on the sum of the following:

(a) The hard construction costs, including change orders deemed necessary to construct the Signal as planned;
(b) Payment, performance, bid, and maintenance bonds for the Signal contract;
(c) Surveying costs;
(d) The cost of soils and materials testing;
(e) Engineering fees relating to the project overseeing the construction of the Signal;

(f) All advertising and other costs associated with public bidding and award of construction contracts, including preparation of construction documents and contracts; and

(g) Any other necessary and reasonable out-of-pocket costs expended by the City in connection with the Signal, including the cost of any necessary land and rights-of-way, and/or easements;

provided that all such sums and amounts shall be reasonable and necessary and documented.

Section 3. Cost Sharing.

(a) Design Costs. LISD shall pay the City one-half of the Design Costs (being $9,000.00) (the "Design Payment") in a form acceptable to the City within ten days of the effective date of this Agreement.

(b) Construction Phase.

(1) After completion of the construction plans for the Signal, the City Engineer will advertise the Signal for public bids in accordance with applicable law. The City shall provide the LISD with a copy of the bid notice and any other information for bidders once such notice and information is final.

(2) The City will provide the LISD with copies of the bids once they are opened. The contract for construction of the Signal shall be awarded to the lowest and best bidder based on any qualifications defined in the bid documents; provided that the City shall retain the discretion to reject any and all bids. In the event that the lowest and best bid exceeds $70,000, the City shall reject all bids and rebid the project one time. The City shall provide the LISD with a copy of the bid notice and any other information for bidders once such notice and information is final. If the lowest and best bid exceeds $70,000 as a result of the second bid, the City shall award the contract to the lowest and best bidder, subject to the City's discretion to reject any and all bids. Subject to the terms and conditions of this Agreement, the City shall cause the Signal to be constructed within the timeframes set forth in the construction contract for the Signal, subject to extensions as provided therein.

(3) If City staff intends to recommend to the City Council acceptance and approval of a bid for the Signal , the LISD shall deposit an amount equal to 50% of the bid (the "Construction Deposit") in an escrow account of the City upon the earlier to occur of: a) the 10th day following the date of notice from the City that City staff intends to recommend acceptance of a bid; or b) the day before the City Council meeting at which acceptance of the bid will be considered. The Construction Deposit will be used by the City solely for the Construction Costs for the Signal. Upon final completion and acceptance of the Signal, the LISD shall pay to the City within 10 days of notice of acceptance the remainder of its share of the amount due for the construction (including its share of any acceptable change orders), which share is fifty percent (50%) of the Construction Costs for the Signal.

(4) Any change orders that increase the contract by more than $5,000 (taking into account any previous change orders) shall require the consultation and consent of the LISD.

(5) The City shall have no obligation to let the contract for construction until it receives the 50% deposit from the LISD. If the City fails to proceed with the construction of the Signal, then it shall return the Design Payment and Construction Deposit paid by the LISD to the LISD, unless the City fails to proceed with the construction of the Signal due to LISD's failure to deposit the Construction Deposit with the City.

Section 4. Schedule for Completion of Construction. The Signal shall be completed not later than six (6) months after the effective date of this Agreement; provided, that to the extent the LISD is late in meeting any of its deadlines for performance under this Agreement, the six (6) month deadline for the completion of construction shall be extended for the number of days which is equal to the period(s) of time that the LISD is late and subject to the City's right to delay or terminate the Project as provided in this Agreement.

Section 5. Cooperation of Parties. The parties shall reasonably and in good faith cooperate to accomplish the terms of this Agreement.

Section 6. Breach, Default, and Remedy.

(a) If either party materially breaches its terms, such material breach shall be an event of default. In that event, the non-defaulting party to this Agreement may pursue the remedy of specific performance, in addition to any other available equitable or legal remedy.

(b) Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement and the non-defaulting party may pursue the remedies allowed under this Agreement.

(c) In the event that the LISD fails to pay the amounts due hereunder within ten (10) business days of notice by the City, the City may delay or terminate Project. In the alternative and at the City's sole election, the City may pay LISD's portion of the Construction Costs. LISD agrees to pay, within thirty (30) days of written demand LISD's portion of the Construction Costs that was paid by the City. .

Section 7. Force Majeure. The term "force majeure" as employed herein shall mean and refer to, without limitation, acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The

obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Section 8. Notices

(a) Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery, facsimile or electronic mail transmission, or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice by certified mail shall be deemed given three (3) days after being deposited with the United States Postal Service with sufficient postage affixed.

Any notice to the City shall be addressed:

City of Leander
P.O. Box 319
Leander, Texas 78646
Attn: City Manager
Email: kcagle@leandertx.gov

with copy to:

Paige H. Saenz
McKamie Krueger, LLP
223 West Anderson Lane, #A105
Austin, Texas 78752-1115
Facsimile: (512) 323-5773
Email: attorneys@cityattorneytexas.com

Any notice to the LISD shall be addressed:

Leander Independent School District
P.O. Box 218
Leander, TX 78646-0218
Attn: Superintendent
Email: bret.champion@leanderisd.org

with copy to:

Jimmy Disler
Leander I.S.D.
P.O. Box 218
Leander, TX 78646-0218
Email: jimmy.disler@leanderisd.org

(b) Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 9. Entire Agreement. This Agreement together with any exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter stated therein, and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof.

Section 10. Current Funds. The financial obligations of the parties under this agreement shall be paid from current funds.

Section 11. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie in Williamson County, Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect.

Section 12. Time of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 13. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the cities nor to create any legal rights or claims on behalf of any third party. Neither City nor LISD waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 14. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both the City and LISD and authorized by their respective governing bodies.

Section 15. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

Section 16. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 17. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date first written above.

City of Leander, Texas	**Leander Independent School District**
_____	_____
Christopher Fielder, Mayor	Pamela Waggoner, President
Attest:	**Attest:**
_____	_____
Debbie Haile, City Secretary	Grace S. Barber-Jordan, M.Ed., Secretary

Executive Summary

July 18, 2013

Council Agenda Subject: Consider appointment of Council liaison to the Parks & Recreation Advisory Board

Background: Mayor Pro Tem Dishongh has been serving as the council liaison to the Parks and Recreation Board since elected to Place 5 in June 2012. Jason was recently appointed to the BCRUA Board as a Citizen Director. Due to the obligations of the BCRUA and Mayor Pro Tem he has asked to be removed as liaison to the Parks Board.

Origination: Debbie Haile

Financial Consideration: N/A

Recommendation: Appoint a Council Member as Parks Board Liaison

Attachments: None

Prepared by: Debbie Haile, TRMC
City Secretary

Executive Summary

July 18, 2013

Council Agenda Subject: Consider appointment of Council liaison to the Public Arts Commission

Background: Council Member Siebold has been serving as the liaison to the Public Arts Commission since June of 2011. He was recently appointed to the Board of Directors for Cap Metro. The meetings are held at the same time so therefore, Dave has asked to be removed as liaison to the Public Arts Commission

Origination: Debbie Haile

Financial Consideration: N/A

Recommendation: Appoint a Council Member as Public Arts Commission Liaison

Attachments: None

Prepared by: Debbie Haile, TRMC
City Secretary