AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ February 6, 2014 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Ron Abruzzese**
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: Chief Greg Minton - Police Recognition for National Night Out

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

5. Proclamation recognizing "American Heart Association's Go Red For Women" month in the City of Leander.
   Sponsored by Mayor Fielder and Mayor Pro Tem Dishongh

6. Proclamation recognizing "Black History Month" in the City of Leander
   Sponsored by Mayor Fielder

7. Receive presentation from Carma concerning ride sharing/car pooling technology for use on 183A
   Sponsored by Council Member Siebold

CONSENT AGENDA: ACTION

8. Approval of the minutes: January 16, 2014

9. Consider Liberty Fest Site Use Permit Agreement with Austin Community College

10. Consider Acceptance of Subdivision Infrastructure Improvements for The Bluffs at Crystal Falls: Section 2 - Phase 2B

PUBLIC HEARING: ACTION

11. **a. Public Hearing** on Subdivision Variance #13-VA-005: a request for a Variance to Article III, Section 42(e) of the Subdivision Ordinance regarding sidewalk requirements for the property located at 23216 A Nameless Road, Travis County, Texas
    Applicant: Eric Scheibe on behalf of Darrell T & Jo L. Leslie, Phillip & Cindy Jackson and Bill Doan

b. Action on Subdivision Variance #13-VA-005: request for a variance to Article III, Section 42(e), of the Subdivision Ordinance

12. **a. Public Hearing** on Ordinance Case #13-OR-005: amending sections of Article 14.200, the Composite Zoning Ordinance, to change the title of the LI, Light Industrial use component to HC, Heavy Commercial, to add screening provisions for outdoor commercial fueling, and to modify the LI, Light Industrial (proposed HC, Heavy Commercial) and HI, Heavy Industrial Use Components

    b. Action on Ordinance Case # 13-OR-005: amendments to sections of Article 14.200, the Composite Zoning Ordinance, to change the title of the LI, Light Industrial use component to HC, Heavy Commercial, to add screening provisions for outdoor commercial fueling, and to modify the LI, Light Industrial (proposed HC, Heavy Commercial) and HI, Heavy Industrial Use Components

13. **a. Public Hearing** on Zoning Case #13-Z-018: rezoning of a parcel located at 11350 Old 2243 W for 4.57 acres, more or less, from LI-4-D, Light Industrial to PUD, Planned Unit Development, Leander, Williamson County, Texas
    Applicant: Blake Rue on behalf of Leander 2243 Investments, LLC

    b. Action on Zoning Case #13-Z-018: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 11350 Old 2243 W, Leander, Williamson County, Texas

14. **a. Public Hearing** on Zoning Case #13-Z-029: rezoning of a tract of land located approximately 300 feet west of 183A and adjacent to the north extension of Woodview Drive, approximately 38.9 acres, more or less from MF-2-A, Multi-Family, GC-3-A, General Commercial, SFS-2-B, Single Family Suburban, and SFR-1-B, Single Family Rural to SFU-2-B, Single Family Urban, MF-2-A, Multi-Family and GC-3-A, General Commercial, Leander, Williamson County, Texas

    b. Action on Zoning Case #13-Z-029: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located approximately 300 feet west of 183A and adjacent to the north extension of Woodview Drive, Leander, Williamson County, Texas

REGULAR AGENDA

15. Consider an agreement to terminate the development agreement with Sixth Street Capital Investors, L.P., and Devine Land Investments, LLC, originally approved January 15, 2009.

16. Consider a License Agreement with Taylor Morrison for the installation and maintenance of landscaping, irrigation, and signage within the City right-of-way

17. Consider the renaming of a portion of County Road 290

18. Consider an Ordinance setting Speed Limits for Journey Parkway (Formerly CR179)

19. Consider Change Order for Leander "T" Retention Pond #1

20. Consider change in recycling services, rates and extension of Solid Waste Contract with Clawson Disposal

21. Consider appointment to the Veterans Park Committee

EXECUTIVE SESSION

22. Convene into executive session pursuant to Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the City's water and sewer service area and Chisholm Trail SUD's application to sell facilities and transfer CCN No. 11590 to the City of Georgetown

23. Reconvene into open session to take action regarding the City's water and sewer service area and Chisholm Trail SUD's application to sell facilities and transfer CCN No. 11590 to the City of Georgetown

24. Authorize filing an application with the TCEQ amending the City's water and sewer CCN

25. Consider Memorandum of Agreement with Barkley Wedemeyer

26. Consider Agreement for legal services related to utility service area matters

27. Council Members Closing Statements

28. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information**. Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 31st day of January, 2014 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile TRMC, City Secretary

PROCLAMATION

WHEREAS, Heart disease is the Number 1 killer of women yet, is often preventable; and

WHEREAS, cardiovascular diseases cause one in three women's deaths each year, killing approximately one woman every minute; and

WHEREAS, an estimated 43 million women in the U.S. are affected by cardiovascular diseases; and

WHEREAS, heart disease kills more women than all forms of cancer combined, but is often undiagnosed; and

WHEREAS, ninety percent of women have one or more risk factors for developing heart disease, yet only one in five American women believe that heart disease is her greatest health threat; and

WHEREAS, women comprise only 24 percent of participants in all heart-related studies; and

WHEREAS, since 1984, more women than men have died each year from heart disease and the gap between men and women's survival continues to widen; and

WHEREAS, women are less likely to call 911 for themselves when experiencing symptoms of a heart attack than they are if someone else were having a heart attack; and

WHEREAS, the American Heart Association's Go Red For Women® movement has been impacting the health of women for 10 years and more than 627,000 women's lives have been saved and 330 fewer women are dying every day; and

WHEREAS, In celebration of the 10th Birthday of National Wear Red Day on February 7, 2014, Go Red For Women is asking all women across America to Go Red by wearing red and speaking red.

- *Get Your Numbers*: Ask your doctor to check your blood pressure and cholesterol.
- *Own Your Lifestyle*: Stop smoking, lose weight, exercise and eat healthy.
- *Realize Your Risk*: Women think it won't happen, but heart disease is the cause of 1 in 3 female deaths each year.
- *Educate Your Family*: Make healthy food choices for you and your family. Teach your kids the importance of staying active.
- *Don't be silent*: Tell every woman you know that heart disease is their No. 1 killer. Raise your voice at GoRedForWomen.org.

NOW, THEREFORE, I, Mayor Christopher Fielder and the Leander City Council, in recognition of the importance of the ongoing fight against heart disease and stroke, do hereby proclaim February as

GO RED FOR WOMEN

month and Friday, February 7, 2014 to be

NATIONAL WEAR RED DAY

in Leander, Williamson County, Texas and urge all citizens to show their support for women and the fight against heart disease by commemorating this day by the wearing of the color red. By increasing awareness, speaking up about heart disease, and empowering women to reduce their risk for cardiovascular disease, we can save thousands of lives each year.

IN TESTIMONY WHEREOF, I have hereunto affix my signature this 6th day of February 2014.

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

PROCLAMATION

WHEREAS, During Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development: and

WHEREAS, In 1915, Dr. Carter Godwin Woodson, noted Black scholar and son of former slaves, founded the Association for the Study of Negro Life and History, which was later renamed the Association for the Study of African American Life and History (ASALH); and

WHEREAS, Dr. Woodson initiated Black History Week, February 12, 1926; and for many years, the second week of February, chosen so as to coincide with the birthdays of Frederick Douglas and Abraham Lincoln, was celebrated by African Americans in the United States, and

WHEREAS, in 1976, as part of the nation's bicentennial, Black History Week was expanded and became established as Black History Month, and is now celebrated all over North America; and

WHEREAS, From the beginning of European settlement in Texas, people of African descent were present. People of African descent are some of the oldest residents of Texas. Beginning with the arrival of Estevanico in 1528, African Texans have had a long heritage in the state and have worked alongside Americans of Mexican, European, and indigenous descent to make the state what it is today. People of African descent have worked with others to build the state's unique cultural heritage, making extraordinary contributions to its music, literature, and artistic traditions. But on the other hand, African Americans have been subjected to slavery, racial prejudice, segregation, and exclusion from the mainstream of the state's institutions. Despite these obstacles and restrictions, their contributions to the state's development and growth have been truly remarkable; and

WHEREAS, While the observance of Black History Month calls our Nation's attention to the continued need to battle racism and to build a society that lives up to it democratic ideals, this year's celebrations and recognition of Black History Month are especially significant as we reflect on civil rights in America to mark the 50th anniversary of the 1964 Civil Rights Act;

NOW, THEREFORE, I, Mayor Christopher Fielder and the Leander City Council, do hereby proclaim February 2014 as:

Black History Month

In Leander, Texas and urge all citizens to celebrate our diverse heritage and culture and continue our efforts to create a world that is more just, peaceful and prosperous for all.

IN TESTIMONY WHEREOF, I have hereunto affix my signature this 6th day of February 2014.

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ January 16, 2014 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Ron Abruzzese**
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 7:00 p.m. and welcomed those in attendance
   Mayor Pro Tem Dishongh delivered the invocation

2. Roll Call
   All present

3. Staff Comments
   No comments

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

   William Boggs 919 Flanagan Dr – District 2 Representative for PEC announced that he will be running for re-election

5. Proclamation designating January 2014 as "Meals on Wheels" month in the City of Leander.
   Sponsored by Mayor Pro Tem Dishongh

   Mayor Pro Tem Dishongh read the Proclamation and presented it to Denise Schilli with Leader-Bagdad Activities Center/ Meals on Wheels.
   Chris Douglas, Director for Senior Meals thanked the Council for their support

CONSENT AGENDA: ACTION

6. Approval of the minutes: January 2, 2014

7. Acceptance of Subdivision Infrastructure Improvements for Cold Springs, Section 5

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

PUBLIC HEARING: ACTION

8. **a. Public Hearing** on Subdivision Variance #13-VA-003: a request for a Variance to Article III, Section 45(a)(4) of the Subdivision Ordinance regarding block width requirements for the property generally located 300 feet north of the intersection of CR 273/Mel Mathis and RM 2243, Leander, Williamson County, Texas.
   Applicant: Don Pool on behalf of TVI, Inc. (Jeff Musgrove)
   Tom Yantis, Director of Development Services explained
   Jeff Musgrove, Developer with TVI made a presentation

   b. Action on Subdivision Variance #13-VA-003: request for a variance to Article III, Section 45(a)(4), of the Subdivision Ordinance

   Mayor Fielder reviewed the Findings of Fact with the Council

   Motion made by Mayor Pro Tem Dishongh to deny the variance due to failure to meet the Findings of Fact. Second by Council Member Navarrette.

   Motion was amended by Mayor Pro Tem Dishongh to deny the variance due to failure to meet the Findings of Fact and to waive fees if applicant brings revised plan back to council. Second by Council Member Navarrette to accept amended motion.

   An individual vote was taken:
   Mayor Fielder – in favor of denial
   Council Member Navarrette – in favor of denial
   Council Member Lynch – in favor of denial
   Council Member Garcia – in favor of denial
   Council Member Abruzzese – in favor of denial
   Mayor Pro Tem Dishongh – in favor of denial
   Council Member Siebold – in favor of denial

   Motion to deny the variance passed unanimously.

9. **a. Public Hearing** on an Ordinance granting Public Utility and Temporary Construction Easements at The Crystal Falls Golf Course
   Steve Bosak, Parks and Recreation Director explained

   No speakers

   b. Action on an Ordinance granting Public Utility and Temporary Construction Easements at The Crystal Falls Golf Course

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

REGULAR AGENDA

10. Consider a Resolution of the City of Leander, Texas accepting the petitions for annexation of two parcels being 145.26 acres, more or less, and 52.290 acres, more or less, located in Williamson County, Texas; setting an annexation schedule; providing for open meetings and related matters
Tom Yantis, Director of Development Services explained

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

11. Consider Change Order #3 for Crystal Falls Elevated Storage Tank & Pump Station Modifications
Wayne Watts, City Engineer explained

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

12. Consider an Ordinance establishing No Parking Zones at certain time interval(s) for Trustworthy, Tall Chief and Rimfire
Wayne Watts, City Engineer explained

Motion made by Mayor Pro Tem Dishongh to deny. Second by Council Member Navarrette. Motion passes, all voting "aye"

13. Consider appointments to the Planning & Zoning Commission, Parks and Recreation Advisory Board, Library Foundation Board, TIF/Development Authority Board, Board of Adjustment, Economic Development Committee and Veterans Park Committee
Motion made by Mayor Pro Tem Dishongh to appoint Jason Anderson to the Planning & Zoning Commission. Second by Council Member Garcia. Motion passes, all voting "aye"

Motion made by Mayor Pro Tem Dishongh to appoint Randy Hutchinson to the Parks & Recreation Advisory Board. Second by Council Member Lynch. Motion passes, all voting "aye"

Motion made by Mayor Pro Tem Dishongh to appoint Dan Miche and Bob Cantwell to the Library Foundation Board. Second by Council Member Siebold . Motion passes, all voting "aye"

Motion made by Mayor Pro Tem Dishongh to appoint Shanan Shepherd to the TIF/Leander Development Authority Board. Second by Council Member Navarrette. Motion passes, all voting "aye"

Motion made by Mayor Pro Tem Dishongh to appoint Bill Barton to the Board of Adjustment/Appeal Board. Second by Council Member Navarrette. Motion passes, all voting "aye"

Mayor Fielder made a motion to appoint Angela Means, Arleen Acton, Darryl Warren, Deanna Cain, J. Michael Cook, Joe Urrea and LeAnn Grubbs to the Economic Development Committee. Second by Council Member Siebold. Motion passes, all voting "aye"

Mayor Pro Tem Dishongh made a motion to appoint Cheryl Fitzsimmons, Michael Malone, Louisa Jones and Eric Zeno to the Veterans Park Committee. Second by Council Member Garcia. Motion passes, all voting "aye"

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

15. Adjournment
With there being no further business, the meeting adjourned at 8:35 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary

Executive Summary

February 6, 2014

Subject: Consider Liberty Fest *Site Use Permit Agreement* with Austin Community College

Background: Attached for Council consideration is a *Site Use Permit Agreement* for this year's Liberty Fest. The Festival is moving to the Austin Community College property east of Capital Metro's Leander Station.

Liberty Fest is scheduled for Friday, July 4th.

Financial Consideration: None.

Recommendation: Staff respectfully recommends Council approval of the Liberty Fest Site Use Permit Agreement and authorization for the City Manager to execute the agreement on behalf of the City.

Attachments: *Site Use Agreement* and attachments

Prepared by: Stephen Bosak, Parks & Recreation Director

USE PERMIT AGREEMENT

STATE OF TEXAS §
WILLIAMSON COUNTY §

THIS PROPERTY USE AGREEMENT (the "Agreement") is entered into on this ___ day of _____ 2014 by Austin Community College (the "Owner") and the City of Leander, a Texas home rule municipality (the "City"). Hereinafter sometimes referred to collectively as the Parties.

Whereas, the City wishes to use the property identified in Exhibit A that is hereby attached and made part of this Agreement and located in the outlined area noted as the "Festival Site" of the Site Map, Leander, Texas, (herein the "Property") for Liberty Fest 2014 ("Liberty Fest") to be open to the public on July 4, 2014 and for parking only on July 5, 2014 to observe fireworks if Liberty Fest is weathered out July 4, 2014; and

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement and for and in consideration of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. **Property Maintenance.** Owner hereby authorizes the City to use the Property, to the extent agreed by the Parties, for the term of this Agreement, for the purposes of hosting Liberty Fest. The City shall not suffer, allow or permit the Property to be damaged. The City shall clean the Property before and after each use to remove any litter, filth or other offensive material and to return the Property to the state such Property was in prior to use by the City. The City shall mow the Property, as needed before Liberty Fest.

Section 2. **Duration or Termination of Agreement**. This Agreement shall become effective on March 1, 2014 and shall continue in force until July 10, 2014 (the "Term"). This Agreement may be terminated: (a) for cause in the event that either Party materially breaches the terms of this Agreement and fails to cure after notice and thirty (30) days to cure; (b) on thirty (30) days advance written notice by either party to the other party; or (c) the City cancels the event.

Section 3. **Rights and Duties of the City.** The City, its employees, officers, agents, contractors, and invitees, shall be permitted to utilize the Property for the term of this agreement for the purpose of Liberty Fest. The City shall:

(a) Have a right to ingress and egress from the Property and use of the Property under the terms of this Agreement subject to the reasonable rules and regulations established by the Owner.

(b) Not discriminate against any person based on race, religion, creed, national origin, sex, disability or any other legally protected classification.

(c) Not convey, assign or otherwise subcontract this Agreement to any other person or entity without the express, written agreement of the Owner.

(d) Not permit, suffer or allow any activities of the City to interfere with any other facilities or activities on the Property.

(e) Maintain risk pool insurance in the amount of $3,000,000 for each occurrence, to cover any incidents, injuries or occurrence related to the City's use of the Property, and provide the Owner with copies of certificates of insurance demonstrating compliance with this subsection prior to the date of the event. Such insurance coverage shall name Owner as an additional insured. The City waives all rights against Owner for damages caused by any peril to the extent covered by insurance provided under the insurance requirements of this Agreement. City shall require similar waivers by subcontractors. All insurance policies required hereunder shall permit and recognize such waivers of subrogation.

(f) Pay the fees associated with this use permit timely as provided in Section 5.

(g) Not permit any construction or alteration of any buildings or facilities which has not been expressly approved by the Owner.

(h) Provide portable restroom facilities and hand washing stations for the duration of Liberty Fest, which facilities shall be removed prior to the end of the Term.

(i) Allow not-for-profit and for-profit vendors to sell food, beverage and other complimentary goods for the purpose of providing attendees with goods and services consistent with the purpose of the event.

(j) Provide temporary electrical service and water service.

(k) Provide security and traffic control as needed, during Liberty Fest.

(l) Provide fire and EMS personnel during Liberty Fest.

(m) Provide all labor, equipment and materials to set-up, hold, breakdown and clean-up Liberty Fest. The breakdown and clean-up of Liberty Fest shall begin immediately after the end of the event and shall be completed no later than July 10, 2014.

(n) Provide Owner recognition as a Grand Finale Sponsor on brochures, flyers and banners.

Section 4. **Owner's Rights and Duties.** The Owner agrees that for the sole consideration expressed herein, the City shall have use of the Property as described. The Owner shall not charge any additional rental or admission fees to the City except as provided in Section 5. The Owner shall:

(a) Not suffer, permit or allow the Property to be utilized in a manner inconsistent with the intended use as a location for sponsoring the event.

(b) Provide at least 30 days written notice to the City should the Owner need to use the Property on a date the City is scheduled to use the Property.

Section 5. **Fees and Costs of Usage.** The City shall pay the Owner a fee of Ten Dollars ($10.00) for use the Property pursuant to this Agreement (the "Use Fee") within five (5) days of execution of this Agreement.

Section 6. **Notices.** Any notice required or desired to be given under this Agreement shall be in writing and shall be personally delivered or given by mail. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the party to be served with a copy as indicated herein. Either party may change its address for purposes of notice by giving notice of such change of address to the other party.

To Owner At:
Austin Community College
9101 Tuscany Way
Austin, TX 78754
Attn: William Mullane

To City At:
City of Leander
P.O. Box 319
Leander, TX 78646
Attn: City Manager

Section 7. **Amendments and Changes.** No alteration, addition or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto executed by both parties. Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of the agreement between the parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

Section 8. **Indemnity.** To the extent authorized by law, the City agrees to indemnify and hold harmless Owner and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of the City which may arise out of or result from City's occupancy or use of the Property and/or activities conducted in connection with or incidental to this Agreement.

Section 9. **Texas Law Governs**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 10. **Prohibition of Exclusive Right**. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

Section 11. **Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. However, if City's obligation to pay the fee set forth in Section 5 or any other payment due to be paid by the City pursuant to this Agreement is determined to be invalid or unenforceable, this Agreement shall terminate.

IN WITNESS WHEREOF, the parties have executed this Agreement by their officers thereunto duly authorized and such Agreement is effective as of the first date indicated above.

OWNER: Austin Community College

By: _____
9101 Tuscany Way
1301 Capit
Austin, TX 78754

Attest:

By: _____
Name & Title: _____

CITY: City of Leander, Texas

By: _____
Kent Cagle, City Manager
P.O. Box 319
Leander, TX 78646

Attest:

By: _____
Debbie Haile, City Secretary

Exhibit A - Site Map
E SAN GABRIEL PKWY
183A TOLL RD FR NB
183A TOLL RD FR SB
183A TOLL RD SB
183A TOLL RD NB
MEL MATHIS BLVD
US 183
N US 183
METRO DR
HERO WAY
Liberty Fest Festival Site
Feet
0 300 600

City of Leander

Executive Summary

February 6, 2014

Council Agenda Subject: Consider Acceptance of Subdivision Infrastructure Improvements for The Bluffs at Crystal Falls: Section 2 - Phase 2B.

Background: The subdivision infrastructure improvements required for The Bluffs at Crystal Falls: Section 2 - Phase 2B 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 February 6, 2014 which will provide warranty and maintenance coverage for the infrastructure improvements through February 6, 2016. 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 Bluffs at Crystal Falls: Section 2 - Phase 2B.

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

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

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

December 19, 2013

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

Re: Bluffs at Crystal Falls Section 2, Phase 2B
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

12-19-13

PN 193-020-20

MAINTENANCE BOND
Subdivision Improvements

Bond No. 712227P

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 Seventy Nine Thousand One Hundred Eighty Four & 64/100's Dollars ($79,184.64) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 15th day of November, 2013 .

Ross Construction, Inc.
Principal

By: _____

Title: President

Address

PO Box 93188
Austin, TX 78709

Developers Surety and Indemnity Company
Surety

By: _____

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

Address:

PO Box 19725
Irvine, CA 92623

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: 712227P

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, 2000.

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 May 23, 2013.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Gregg N. Okura
Gregg N. Okura, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public
Date — Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Gina L Garner
Gina L. Garner, Notary Public

GINA L. GARNER
COMM. # 2021213
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires May 18, 2017

Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 15th day of November, 2013.

By: Mark J. Lansdon, Assistant Secretary

ID-1438(Rev.05/13)

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

Pay Request No.: 5 (Final)
Pay Request Thru: 10/31/2013

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
	BLUFFS 2B										
	Erosion Controls / Restoration / Signs (021570-10)										
EC - 1	SILT FENCE	4,065					4065.00	LF	$ 1.75	$7,113.75	
EC - 2	TEMPORARY DIVERSION BERMS	6					6.00	EA	$ 600.00	$3,600.00	
EC - 3	ROCK BERMS	1					1.00	EA	$ 690.00	$690.00	
EC - 4	STABILIZED CONSTRUCTION ENT.	2		(1.0)			1.00	EA	$ 900.00	$1,800.00	
EC - 5	REVEGETATION	6,298					6298.00	SY	$ 1.25	$7,872.50	
EC - 6	INSTALL AND SUPPLY STREET/STOP SIGN	6					6.00	EA	$ 1,087.00	$6,522.00	$6,522.00
EC - 7	SUPPLY AND INSTALL STREET BARRICADE	3					3.00	EA	$ 1,500.00	$4,500.00	$4,500.00
	Subtotal Erosion Controls									$32,098.25	$11,022.00
	Clearing & Rough Cut (021530-10)										
CE - 1	CLEAR AND GRUB ROW	1.3					1.30	AC	$ 3,500.00	$ 4,550.00	
CE - 2	STREET EXCAVATION	4,506					4506.00	CY	$ 7.00	$ 31,542.00	
CE - 3	STREET EMBANKMENT	1,337					1337.00	CY	$ 3.50	$ 4,679.50	
CE - 4	HAUL EXCESS AND PLACE	3,169					3169.00	CY	$ 5.00	$ 15,845.00	
	Subtotal Clearing & Rough Cut									$56,616.50	$0.00
	Water Improvements (320100-10)										
W - 1	WATER AIR RELEASE ASSEMBLY	3		(1.0)			2.00	EA	$ 2,500.00	$7,500.00	$5,000.00
W - 2	8" PVC C900 DR 14 WATER LINE	2,455		25.0			2480.00	LF	$ 24.75	$60,761.25	$61,380.00
W - 3	8" GATE VALVE AND BOX	6		1.0			7.00	EA	$ 1,200.00	$7,200.00	$8,400.00
W - 4	8" CAP PLUG	2					2.00	EA	$ 1,200.00	$2,400.00	$2,400.00
W - 5	WET CONNECTION	2					2.00	EA	$ 500.00	$1,000.00	$1,000.00
W - 6	5-1/4" HYDRANT ASSEMBLY	6					6.00	EA	$ 3,200.00	$19,200.00	$19,200.00
W - 7	DOUBLE WATER SERVICE	29		1.0			30.00	EA	$ 750.00	$21,750.00	$22,500.00
W - 8	SINGLE WATER SERVICE	6					6.00	EA	$ 700.00	$4,200.00	$4,200.00
	Subtotal Water Improvements									$124,011.25	$124,080.00
	Wastewater Impr. (320120-10)										
WW - 1	8" PVC WW - SDR 26	2,456		134.0			2590.00	LF	$ 35.50	$87,188.00	$91,945.00
WW - 2	WW MANHOLES	14		1.0			15.00	EA	$ 4,280.00	$59,920.00	$64,200.00
WW - 3	WW DROP MANHOLE	1					1.00	EA	$ 7,950.00	$7,950.00	$7,950.00
WW - 4	MANHOLE COATING	15					15.00	EA	$ 960.00	$14,400.00	$14,400.00
WW - 5	DOUBLE WW SERVICE	32		2.0			34.00	EA	$ 750.00	$24,000.00	$25,500.00
WW - 6	SINGLE WW SERVICE	5		1.0			6.00	EA	$ 700.00	$3,500.00	$4,200.00
	Subtotal Wastewater Impr.									$196,958.00	$208,195.00
	Drainage Impr. (320140-10)										
D - 1	10' CURB INLETS	13					13.00	EA	$ 2,600.00	$33,800.00	$33,800.00
D - 2	4' SS MANHOLE	4					4.00	EA	$ 3,000.00	$12,000.00	$12,000.00
D - 3	18" RCP	709		128.0			837.00	LF	$ 37.00	$26,233.00	$30,969.00
D - 4	24" RCP	839		(99.0)			740.00	LF	$ 45.00	$37,755.00	$33,300.00
D - 5	30" RCP	365		(5.0)			360.00	LF	$ 75.00	$27,375.00	$27,000.00
D - 6	36" RCP	688		32.0			720.00	LF	$ 87.00	$59,856.00	$62,640.00
D - 6	TEMP CONC SET	0		1.0			1.00	EA	$ 1,500.00	$0.00	$1,500.00
D - 7	3 X 3 INLET	1					1.00	LF	$ 2,500.00	$2,500.00	$2,500.00
	Subtotal Drainage Impr.									$199,519.00	$203,709.00
	Street Improvements (310100-10)										
S - 1	SUBGRADE PREPARATION	11,596					11596.00	SY	$ 1.95	$22,612.20	$22,612.20
S - 2	6" FLEX. BASE	11,596					11596.00	SY	$ 7.20	$83,491.20	$83,491.20
S - 3	1-1/2" HMAC	6,518		3,356.0			9874.00	SY	$ 8.50	$55,403.00	$83,929.00
S - 4	CURB AND GUTTER	5,869		(232.0)			5637.00	LF	$ 9.00	$52,821.00	$50,733.00
S - 4	VALLEY GUTTER	0		1.0			1.00	EA	$ 3,000.00	$0.00	$3,000.00
S - 4	DEMO CURB AND GUTTER	0		158.0			158.00	LF	$ 5.00	$0.00	$790.00
S - 5	SIDEWALK	1,837		(177.0)			1660.00	LF	$ 15.00	$27,555.00	$24,900.00
S - 6	ADA RAMPS	15		7.0			22.00	EA	$ 750.00	$11,250.00	$16,500.00
S - 7	BLUFFS 2A SIDEWALK CREDIT	0		1.0			1.00	EA	$ (41,145.00)	$0.00	($41,145.00)
	Subtotal Street Improvements									$253,132.40	$244,810.40
	Lot Improvements										
L - 1	LOT EXCAVATION	13,830					13830.00	CY	$ 7.00		
L - 2	LOT EMBANKMENT	9459					9459.00	CY	$ 3.50		
L - 3	LOT CLEARING	72					72.00	EA	$ 595.00		

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

Pay Request No.: 5 (Final)
Pay Request Thru: 10/31/2013

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
L - 4	HAUL EXCESS AND PLACE	4,371					4371.00	CY	$ 5.00		
	Subtotal Lot Improvements									$0.00	$0.00
	Electric Improvements (162510-10)										
E - 1	Trench and Backfill for Electric and Telecommunications	4,081.0	519.0				4600.00	LF	$7.10		
E - 2	3" Electric Conduit per PEC Specs, incl fittings and pull string	10,600.0	(1,388.0)				9212.00	LF	$2.85		
E - 3	3" Electric Sweeps incl concrete thrust blocks	98.0	41.0				139.00	EA	$25.00		
E - 4	36 Sectionalizing Enclosure	0.0	2.0				2.00	EA	$1,000.00		
E - 4	74 Sectionalizing Enclosure	4.0	(3.0)				1.00	EA	$1,200.00		
E - 5	Transformer Pads	14.0	(4.0)				10.00	EA	$750.00		
E - 6	Handhole Small	33.0	8.0				41.00	EA	$278.00		
E - 7	Handhole Large	4.0	(3.0)				1.00	EA	$413.00		
E - 8	Light Pole Wiring and Installation Including foundation	8.0					8.00	EA	$1,000.00		
E - 9	Furnish and Install Light Pole and Fixture	8.0					8.00	EA	$2,125.00		
	Subtotal Electric Improvements									$0.00	$0.00
	Gas Improvements (126230-10)										
G - 1	Joint Trench Bedding and Backfill and Tracer Wire	3,683.0	615.0				4298.00	LF	$1.85		
G - 2	4" Gas Main per Atmos Energy Spec	0.0	1,113.0				1113.00	LF	$8.00		
G - 2	2" Gas Main per Atmos Energy Spec	3,683.0	(1,457.0)				2226.00	LF	$3.00		
G - 3	3/4" Gas Service Line	1,375.0	(416.0)				959.00	LF	$2.00		
G - 4	Gas Service Risers	37.0	4.0				41.00	EA	$200.00		
G - 5	2" Connect to Gas Mainline	2.0	1.0				3.00	EA	$800.00		
	Subtotal Gas Improvements									$0.00	$0.00
	TOTAL									$862,335.40	$791,816.40
	Total Contract									$862,335.40	$791,816.40
									10% MAINTENANCE BOND AMOUNT =		$79,181.64

STATE OF TEXAS
SAMUEL D. KIGER
89953
LICENSED
PROFESSIONAL ENGINEER

11-19-13

FINAL BILLS PAID AFFIDAVIT
AND CONDITIONAL WAIVER OF LIEN

STATE OF TEXAS '
COUNTY OF TRAVIS '

Date:

Owner: TAYLOR MOSSISON

Contractor/Material
Provider ("Affiant"): ROSS CONSTRUCTION, INC.

Project: THE BLUFFS AT CRYSTALL FALLS SEC 2, PHAE 2B, DRAINAGE , WATER & WASTEWATER IMP, INCLUDING TRENCH BACKFILL

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 28 day of Jan, 2014

AFFIANT:

Signature: Ned Ross

Typed Name: NED ROSS

Title: PRESIDENT

Initialed: NR

STATE OF TEXAS '

'

COUNTY OF _TRAVIS_____ '

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28_ day of JAN__, 2014___.

[S E A L]

GLORIA RENNAKER NOTARY PUBLIC STATE OF TEXAS EXPIRES 06/21/2017

_____

Notary in and for the State of Texas

Name:

My commission expires:

Initialed: NR

Executive Summary
February 06, 2014

Agenda Subject: Subdivision Variance 13-VA-005: Hold a public hearing and consider a request for a variance to Article III, Sec. 42 (e) of the subdivision ordinance regarding sidewalk requirements for the property located at 23216 A Nameless Road; Travis property ID #353079 and 808172, Travis County, TX.

Background: The applicant is requesting a variance from Article III, Section 42 (e) of the Subdivision Ordinance regarding sidewalk requirements. The Subdivision Ordinance states that sidewalks shall be installed by the developer on both sides of the streets within and immediately adjacent to a proposed development, and shall be designed and constructed in accordance with City Standard Details and Specifications and the Composite Zoning Ordinance. The Planning & Zoning Commission will make a recommendation that is forwarded to the City Council for final action.

Origination: Applicant: Eric Scheibe on behalf of Darrell T & Jo L. Leslie, Phillip & Cindy Jackson and Bill Doan.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval at the January 23, 2014 meeting.

Attachments:

1. Planning Analysis
2. Zoning Exhibit
3. Aerial Exhibit
4. Proposed Short Form Final Plat
5. Letter of Intent
6. Findings of Fact from the Planning & Zoning Commission
7. Findings of Fact from the City Council
8. Minutes - Planning & Zoning Commission January 23, 2014

Prepared By: Tom Yantis, AICP
Development Services Director 01/24/2014

PLANNING ANALYSIS

PLANNING & ZONING COMMISSION
SUBDIVISION VARIANCE 13-VA-005
JACKSON ADDITION

GENERAL INFORMATION

Owners: Darrell T & Jo L. Leslie, Phillip & Cindy Jackson and Bill Doan.

Current Zoning: No Zoning – Outside the City Limits

Size and Location: The subject property located at 23216 A Nameless Road and includes TCAD Parcels 353079 and 808172.

Staff Contact: Robin M. Griffin, AICP
Senior Planner
City of Leander, Texas

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Large Lot Residential
EAST	OCL	Undeveloped Property
SOUTH	OCL	Undeveloped Property
WEST	OCL	Large Lot Residential

ORDINANCE PROVISION FOR WHICH VARIANCE IS REQUESTED:

SUBDIVISION ORDINANCE
Article III, Section 42 (e)

Section 45 (e)

(e) **Sidewalks.** Sidewalks shall be installed by the developer on both sides of all streets within and immediately adjacent to the proposed development, and shall be designed and constructed in accordance with City Standard Details and Specifications and the Composite Zoning Ordinance.

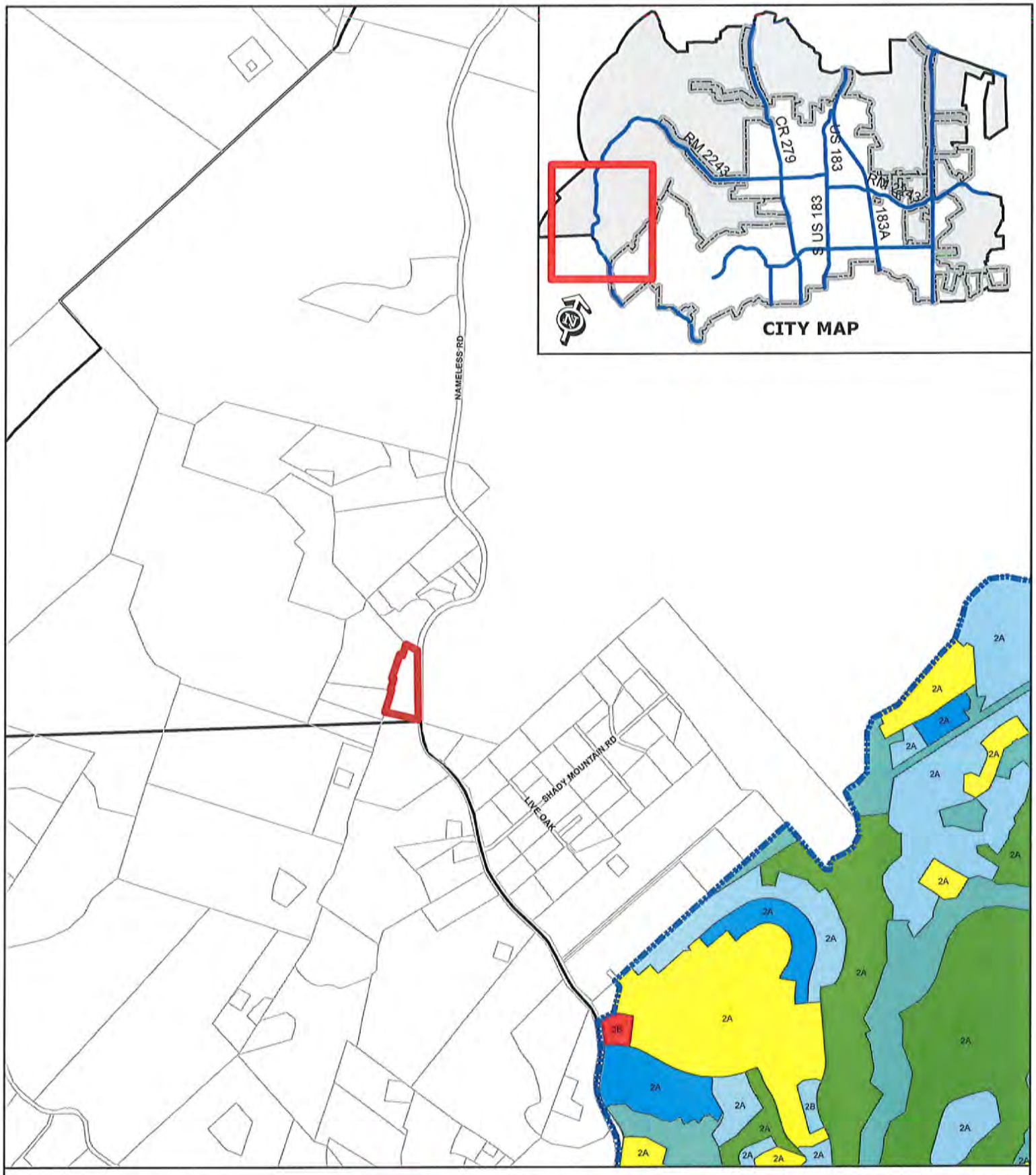
ANALYSIS:

The Jackson Addition Short Form Final Plat is currently under review. The applicant is requesting to subdivide their property into four lots. During the subdivision process, the Subdivision Ordinance requires that sidewalks are installed within and immediately adjacent to the proposed development. The applicant is requesting a variance to this requirement. The subject property is located within the City of Leander's ETJ. Currently, the surrounding properties do not have installed sidewalks.

FINDINGS OF FACT:

In granting approval of a request for variance, the Planning & Zoning Commission and City Council shall conclude that the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of this Ordinance would result in unnecessary hardship, and so that the variance observes the spirit of this Ordinance and concludes that substantial justice is done. The Commission and Council shall meet these requirements by making findings that

1. The public convenience and welfare will be substantially served;
2. The appropriate use of surrounding property will not be substantially or permanently impaired or diminished;
3. The applicant has not created the hardship from which relief is sought;
4. The variance will not confer upon the applicant a special right or privilege not commonly shared or available to the owners of similar and surrounding property;
5. The hardship from which relief is sought is not solely of an economic nature;
6. The variance is not contrary to the public interest;
7. Due to special conditions, the literal enforcement of the ordinance would result in an unnecessary hardship; and
8. In granting the variance the spirit of the ordinance is observed and substantial justice is done.



VARIANCE CASE
13-VA-005

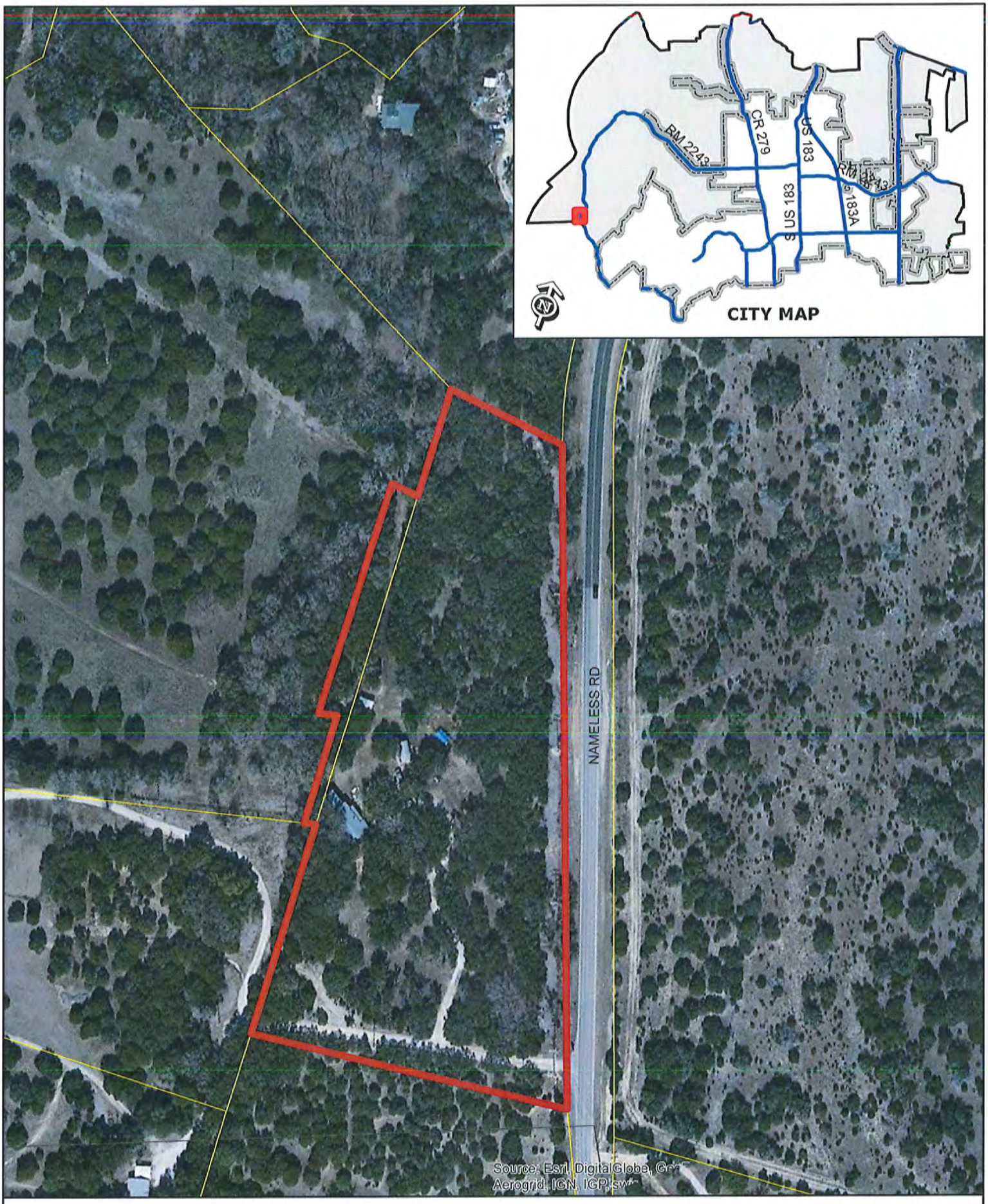
Attachment #2

Current Zoning Map
Jackson Addition

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

0 400 8001,200
Feet



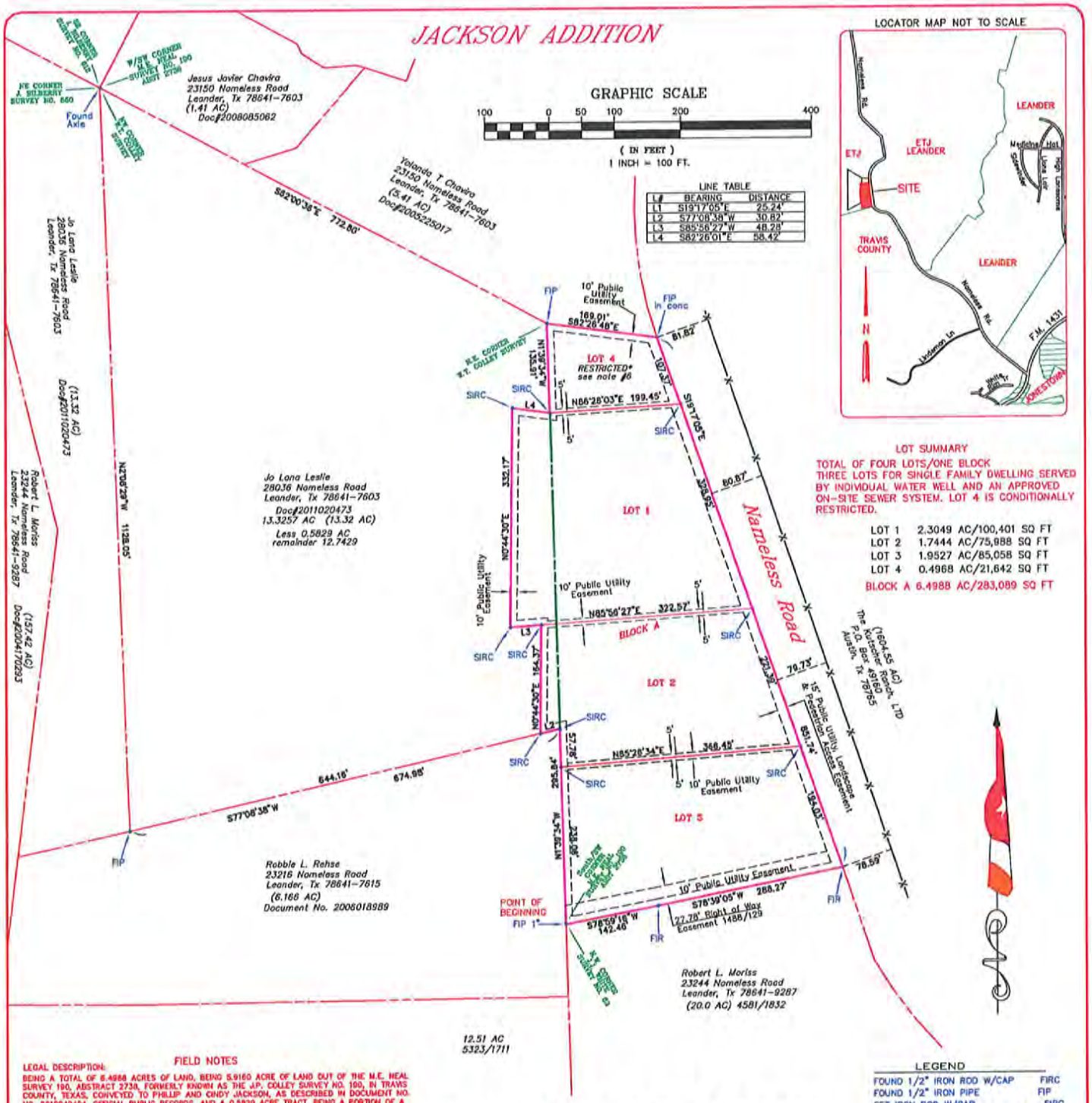
VARIANCE CASE 13-VA-005 Attachment #3

Aerial Exhibit - Approximate Boundaries
Jackson Addition

0 200
Feet

Subject Property
City Limits

JACKSON ADDITION



LINE TABLE		
L#	BEARING	DISTANCE
L1	S19°17'05"E	25.24'
L2	S77°08'38"W	30.82'
L3	S85°56'27"W	48.28'
L4	S82°26'01"E	58.42'

LOT SUMMARY

TOTAL OF FOUR LOTS/ONE BLOCK
THREE LOTS FOR SINGLE FAMILY DWELLING SERVED BY INDIVIDUAL WATER WELL AND AN APPROVED ON-SITE SEWER SYSTEM. LOT 4 IS CONDITIONALLY RESTRICTED.

LOT 1	2.3049 AC/100,401 SQ FT
LOT 2	1.7444 AC/75,988 SQ FT
LOT 3	1.9527 AC/85,058 SQ FT
LOT 4	0.4968 AC/21,642 SQ FT
BLOCK A	6.4988 AC/283,089 SQ FT

FIELD NOTES

LEGAL DESCRIPTION:

BEING A TOTAL OF 6.4988 ACRES OF LAND, BEING 5.9160 ACRE OF LAND OUT OF THE M.E. NEAL SURVEY 190, ABSTRACT 2738, FORMERLY KNOWN AS THE J.P. COLLEY SURVEY NO. 190, IN TRAVIS COUNTY, TEXAS, CONVEYED TO PHILLIP AND CINDY JACKSON, AS DESCRIBED IN DOCUMENT NO. 2010040404, OFFICIAL PUBLIC RECORDS, AND A 0.5829 ACRE TRACT, BEING A PORTION OF A 13.3257 ACRE TRACT OUT OF THE W.T. COLLEY SURVEY, ABSTRACT 2760, CONVEYED TO DARRELL AND JO LANA LESLIE BY DEED RECORDED IN DOCUMENT NO. 2011020473, OFFICIAL PUBLIC RECORDS, FOR A TOTAL OF 6.4988 ACRES, FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:

BEGINNING at a 1" iron pipe found at the common N.W. corner of the J.J White Survey No. 63, also being the southerly S.W. corner of the M.W. Neal Survey No. 190, Abstract 2738, in Travis County, Texas, further being in the east line of the W.T. Colley Survey, and also being the S.W. corner of a 5.9160 acre tract conveyed to Philip and Cindy Jackson by deed recorded in Document No. 2010040404, Official Public Records, for the S.W. corner hereof;

THENCE N01°39'34"W along said east line of a 6.166 acre tract conveyed to Robbie L. Rehse by deed recorded in Document No. 2006018989, Official Public Records, same being the west line of the herein described tract for a distance of 295.84 feet to an iron rod set at the N.E. corner of said Rehse tract and being the S.E. corner of a 13.3257 acre tract conveyed to Jo Lana Leslie by deed recorded in Document No. 2011020473, for and interior corner of the herein described tract;

THENCE S77°08'38"W along the north line of said Rehse tract, same being the south line of said 13.3257 acre tract for a distance of 30.82 feet to a 1/2" iron rod set with cap set at an angle point, for a corner hereof;

THENCE the following four(4) courses and distances crossing through said 13.3257 acre tract:
1. N00°44'30"E for a distance of 164.37 feet to an iron rod set with cap at an angle point, for a corner hereof;
2. S85°56'27"W for a distance of 48.28 feet to an angle point for a corner hereof;
3. N00°44'33"E for a distance of 332.17 feet to the N.W. corner of the herein described tract;
4. S82°26'01"E for a distance of 58.42 feet to an iron rod set in the west line of said 5.9160 acre tract, for an interior corner hereof;

THENCE N01°39'34"W, along the west line of said 5.9160 acre tract, same being the east line of said 13.3257 acre tract for a distance of 135.91 feet to a 1/2" iron pipe found at the NE corner of said tract, also being the N.W. corner of said 5.9160 acres, further being the NE corner of the W.T. Colley Survey, and an angle point in the west line of said M.E. Neal Survey No. 190, Abstract 2738, being an angle point in the south line of a 5.41 acre tract conveyed to Yolanda T. Chavira by deed recorded in Document No. 2005225017, Official Public Records, Travis County, Texas, from which point, an axle found at the common westerly SW corner of the M.E. Neal Survey No. 190, same being the NW corner of the W.T. Colley Survey bears N82°00'36"E at a distance of 772.80 feet.

THENCE S82°26'48"E, along the south line of said Chavira tract same being the north line of said 5.9160 acre tract for a distance of 169.01 feet to a 1/2" iron pipe found in concrete in the west line of Nameless Road, for the SE corner of said Chavira tract and the NE corner of the herein described tract;

THENCE S19°17'06"E along the west line of Nameless Road, same being the east line of the herein described tract, for a distance of 851.74 feet to 1/2" iron rod found at the S.E. corner of said 5.9160 acre tract, also being in the north line of the aforementioned J.J White Survey No. 63, further being the N.E. corner of a 20.0 acre tract conveyed to Robert L. Moriss by deed recorded in Volume 4581, Page 1832, Deed Records, Travis County, Texas, for the S.E. corner hereof;

THENCE the following two(2) courses and distances along the common south line of said 5.9160 acre tract, same being the north line of said Moriss tract and in the south line of said M.E. Neal Survey No 190, Abstract 2738:

1. S78°39'05"W for a distance of 288.27 feet to a 1/2" iron rod found at an angle point, for a for a corner hereof;
2. S78°59'16"W for a distance of 142.46 feet to the POINT OF BEGINNING, containing 6.4988 acres of land, more or less.

LEGEND

FOUND 1/2" IRON ROD W/CAP	FIRC
FOUND 1/2" IRON PIPE	FIP
SET IRON ROD W/CAP LABELED "WATERLOO RPLS 4324"	SIRC
BARBED WIRE FENCE —X——X——X—	
(RECORD CALL)	

NOTE:
The bearing base for this plat is Texas Central Zone State Plane Coordinates.

WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0716
Phone: 512-481-9602
www.waterloosurveyors.com
J13456P

OWNERS:
PHILLIP JACKSON AND WIFE CINDY JACKSON
DARRELL J. LESLIE AND WIFE JO LANA LESLIE

SUBJECT PROPERTY ADDRESS:
23216 A NAMELESS ROAD
LEANDER, TX 78641-7616

LEGAL DESCRIPTION:
6.4988 ACRES, BEING 5.9160 ACRES OUT OF THE J.P. COLLEY SURVEY NO. 190, NOW KNOWN AS THE M.E. MEANS SURVEY NO. 190, ABSTRACT 2738, IN TRAVIS COUNTY, TEXAS, TOGETHER WITH 0.5829 ACRE OUT OF THE W.T. COLLEY SURVEY ABSTRACT 2760, TRAVIS COUNTY, TEXAS.

SUBMITTAL DATE:
#1 07/15/2013
#2 09/25/2013

ATTACHMENT #5

SCHEIBE CONSULTING LLC

Ms. Robin Griffin
City of Leander, Planning
104 North Brushy Street
Leander, TX 78646-2729
512-528-2763

11/29/2013

Subject: **Jackson Subdivision – Letter of Intent for Variance Request**

Ms. Griffin,

The proposed Jackson Subdivision is off Nameless Road in the ETJ of Leander. The proposed Jackson Addition Subdivision is to contain three (3) total lots averaging 2 acres per lot. The proposed use of the lots is for single family residential. Each lot is to have its own water well and OSSF system. The residential structures are intended to create a rural residential feel. Currently Nameless road is a two lane rural road with no curb and gutter and roadside ditches on each side of the asphalt pavement, and is TxDOT owned (aka FM 2243). The current driveways for this property are gravel with corrugated metal pipe culverts in the roadside ditches of Nameless Road.

The city of Leander just recently expanded their ETJ to include this property and according to City of Leander code, all subdivisions are required to have a sidewalk constructed as part of the platting process. Currently the nearest public sidewalk is almost 7.5 miles away, with no sidewalks along Nameless Road. The construction of sidewalks is an unexpected expense and would not create the look and feel that this development is aiming for. Typically rural residential lots are larger with minimal public improvements. The addition of a sidewalk would require ADA compliance with potential ramps, and concrete improvements for the driveways. Attached is a photo showing the current roadway conditions at the edge of the property. The proposed subdivision is located at the left of the photo.

We respectfully request that a variance to this sidewalk requirement be granted for this very small (3 lot) subdivision. This development is a "Mom & Pop" operation by a local land owner and it not a huge commercial operation that this code requirement is likely intended for.

Please let me know if you have any questions and if any additional information is needed.

Thanks,

Eric Scheibe, PE, CFM
Authorized Agent to Owner
512-263-0418

Enclosed:

1. Google Earth Photo of property, as-is.

Google

Address **23223 Farm to Market Road 2243**

Address is approximate

Jackson Addition Subdivision - Left side of Photo

ATTACHMENT 6

CITY OF LEANDER
PLANNING & ZONING COMMISSION
January 23, 2014

Case # 13-VA-005
Agenda Item Number:

Property: Jackson Addition Request: Variance

Address: 23216 A Nameless Road
Leander, Texas 78641

Description of Variance Request: A variance to Article III, Section 42 (e) of the Subdivision Ordinance regarding the sidewalk requirements.

NOW COMES the Planning & Zoning Commission for the City of Leander, having heard the request of Eric Scheibe to be granted a variance from Article III, Section 42 of the Composite Zoning Ordinance of the City concerning the property described above. The application for a variance dated December 13, 2013 was presented to the Planning & Zoning Commission on January 23, 2014. The Commission having given the applicant, interested parties and the City representatives an opportunity to present arguments and evidence at a public hearing makes the following findings:

1. The public convenience and welfare will be substantially served. [Yes] / [No]
2. The appropriate use of surrounding property will not be substantially or permanently impaired or diminished. [Yes] / [No]
3. The applicant has not created the hardship from which relief is sought. [Yes] / [No]
4. The variance will not confer upon the applicant a special right or privilege not commonly shared or available to the owners of similar and surrounding property. [Yes] / [No]
5. The hardship from which relief is sought is not solely of an economic nature. [Yes] / [No]
6. The variance is not contrary to the public interest. [Yes] / [No]
7. Due to special conditions, the literal enforcement of the ordinance would result in an unnecessary hardship. [Yes] / [No]
8. In granting the variance the spirit of the ordinance is observed and substantial justice is done. [Yes] / [No]

The specific facts that the Commission finds to support the findings are:

_____

_____

_____

_____

Motion: Commissioner Wixson By: Approved

Second By: Commissioner Anderson

Vote:		In Favor	Opposed
	Vice Chairman Seiler	☑	☐
	Commissioner Stephenson	☑	☐
	Commissioner Wixson	☑	☐
	Commissioner Sokol	☑	☐
	Commissioner Allen	☑	☐
	Commissioner Saenz	☑	☐
	Commissioner Anderson	✓	

Based on the foregoing facts and findings, the Commission has determined that the variance requested by applicant should be [Denied], or should be [Granted] / with the conditions stated below.

Conditions of variance to alleviate potential negative effects:

Signed this 23 day of January, 2014.

Planning & Zoning Commission, ~~Vice~~ Chair

Name: J. Jeff Seiler

CITY OF LEANDER
CITY COUNCIL
February 06, 2014

Case # 13-VA-005
Agenda Item Number:

Property: Jackson Addition Request: Variance

Address: 23216 A Nameless Road
Leander, Texas 78641

Description of Variance Request: A variance to Article III, Section 42 (e) of the Subdivision Ordinance regarding the sidewalk requirements.

NOW COMES the Planning & Zoning Commission for the City of Leander, having heard the request of Eric Scheibe to be granted a variance from Article III, Section 42 of the Composite Zoning Ordinance of the City concerning the property described above. The application for a variance dated December 13, 2013 was presented to the City Council on February 06, 2014. The Council having given the applicant, interested parties and the City representatives an opportunity to present arguments and evidence at a public hearing makes the following findings:

1. The public convenience and welfare will be substantially served. [Yes] / [No]
2. The appropriate use of surrounding property will not be substantially or permanently impaired or diminished. [Yes] / [No]
3. The applicant has not created the hardship from which relief is sought. [Yes] / [No]
4. The variance will not confer upon the applicant a special right or privilege not commonly shared or available to the owners of similar and surrounding property. [Yes] / [No]
5. The hardship from which relief is sought is not solely of an economic nature. [Yes] / [No]
6. The variance is not contrary to the public interest. [Yes] / [No]
7. Due to special conditions, the literal enforcement of the ordinance would result in an unnecessary hardship. [Yes] / [No]
8. In granting the variance the spirit of the ordinance is observed and substantial justice is done. [Yes] / [No]

The specific facts that the Council finds to support the findings are:

_____

_____

_____

_____

Motion: _____ By: _____

Second By: _____

		In Favor	Opposed
Vote:	Mayor Fielder	☐	☐
	Council Member Navarrette	☐	☐
	Council Member Lynch	☐	☐
	Council Member Garcia	☐	☐
	Council Member Abruzzese	☐	☐
	Council Member Dishongh	☐	☐
	Council Member Siebold	☐	☐

Based on the foregoing facts and findings, the Council has determined that the variance requested by applicant should be [Denied], or should be [Granted] / with the conditions stated below.

Conditions of variance to alleviate potential negative effects:

Signed this _____ day of _____, _____.

City Council, Mayor

_____

Name: _____

a) Staff Presentation

Robin Griffin, Senior Planner, explained the purpose of the proposed amendments to the ordinance.

b) Open Public Hearing

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

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Commissioner Sokol moved to approve the ordinance amendment, Commissioner Saenz seconded the motion. Motion passed unanimously

11. Subdivision Variance 13-VA-005: Hold a public hearing and consider a request for a variance to Article III, Sec. 42 (e) of the subdivision ordinance regarding sidewalk requirements for the property located at 23216 A Nameless Road; Travis property ID #353079 and 808172, Travis County, TX. Applicant: Eric Scheibe on behalf of Darrell T & Jo L. Leslie, Phillip & Cindy Jackson and Bill Doan.

a) Staff Presentation

Robin Griffin, Senior Planner, explained the variance request.

b) Applicant Presentation

Eric Scheibe explained the purpose for the Variance.

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Wixson moved to approve the variance request making the findings of fact, Commissioner Anderson seconded the motion. Motion passed unanimously

12. Zoning Case 13-Z-018: Hold a public hearing and consider action on the rezoning of a parcel located at 11350 Old 2243 W for 4.57 acres more or less; Parcel #R506064. Currently, the property is zoned LI-4-D (Light Industrial). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Blake Rue on behalf of Leander 2243 Investments, LLC.

Executive Summary

February 06, 2014

Agenda Subject:	Ordinance Case #13-OR-005: Hold a public hearing and consider action on amending sections of Article 14.200, the Composite Zoning Ordinance, to change the title of the LI (Light Industrial) use component to HC (Heavy Commercial), to add screening provisions for outdoor commercial fueling, and to modify the LI (Light Industrial) (proposed HC Heavy Commercial) and HI (Heavy Industrial) Use Components.
Background:	Staff is proposing amendments to the Composite Zoning Ordinance to change the title of the LI (Light Industrial) use component to HC (Heavy Commercial), to add screening provisions for outdoor commercial fueling, and to move Sexually Oriented Business from the LI (Light Industrial) (proposed HC Heavy Commercial) use component to the HI (Heavy Industrial) Use component.
Origination:	Planning Department
Financial Consideration:	None
Recommendation:	Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval at the January 23, 2014 meeting.
Attachments:	1. Summary of Proposed Amendments 2. Ordinance 3. Minutes - Planning & Zoning Commission January 23, 2014
Prepared By:	Tom Yantis, AICP Development Services Director 01/24/2014

COMPOSITE ZONING ORDINANCE AMENDMENTS

CODE	CURRENT	PROPOSED
ART VI, Sec 1 (d)	(i) The following shall be screened from the view of at least sixty percent (60%) of adjacent single-family or two-family residences and any street or public right-of-way: off-street parking areas, loading spaces and docks, trash and storage containers, outside storage areas, satellite dishes larger than eighteen (18) inches in diameter, antennas, mechanical equipment, and metal siding. (ii) Above ground utility facilities up to six (6) feet above grade for multi-family and non-residential development are required to be screened from view except for poles, fire hydrants and existing lines. (iii) Detention Facilities including detention ponds and/or water quality ponds shall be screened from view. (iv) Screening by vegetation that could be removed from adjacent undeveloped or partially developed properties when such property is developed is not considered as screening from view. (v) Outside storage areas shall be screened by the use of a privacy fence or wall at least the height of the items to be screened and in conformance with the requirements of this ordinance. (vi) A minimum five-foot (5') landscaped area located on the exterior of the fence shall be provided and landscaped in accordance with paragraph (2) (i) above unless the fence is on a rear boundary line or adjoining a permanent structure on the site.	(i) The following shall be screened from the view of at least sixty percent (60%) of adjacent single-family or two-family residences and any street or public right-of-way: off-street parking areas, loading spaces and docks, trash and storage containers, outside storage areas, satellite dishes larger than eighteen (18) inches in diameter, antennas, mechanical equipment, and metal siding. (ii) Above ground utility facilities up to six (6) feet above grade for multi-family and non-residential development are required to be screened from view except for poles, fire hydrants and existing lines. (iii) Detention Facilities including detention ponds and/or water quality ponds shall be screened from view. (iv) Screening by vegetation that could be removed from adjacent undeveloped or partially developed properties when such property is developed is not considered as screening from view. (v) Outside storage areas shall be screened by the use of a privacy fence or wall at least the height of the items to be screened and in conformance with the requirements of this ordinance. (vi) A minimum five-foot (5') landscaped area located on the exterior of the fence shall be provided and landscaped in accordance with paragraph (2) (i) above unless the fence is on a rear boundary line or adjoining a permanent structure on the site. **(vii) Fuel pumps are required to be screened from view of any street or public right-of-way to at least the height of the fuel pump.**
ART III, Sec 14 (b)	(15) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]	~~(15) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]~~

Red = Addition/Deletion, Blue = Change in Formatting

CODE	CURRENT	PROPOSED
ART III, Sec 15 (b)	(1) Any use permitted in the "LI" component except for residential uses qualified below (2) Manufacture, assembly or processing of materials (3) One residential unit per lot may be located on any floor level of a business or other use located on the site. The minimum living area is five hundred (500) square feet for an efficiency unit, six hundred fifty (650) square feet per dwelling unit for one bedroom units, eight hundred fifty (850) square feet per dwelling unit for two bedroom units and one hundred fifty (150) additional square feet for each bedroom thereafter. (4) Outdoor processing of materials except those prohibited by this ordinance or similar uses if combined with the Type 5 site component (5) Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)	(1) Any use permitted in the "LI" component except for residential uses qualified below (2) Manufacture, assembly or processing of materials (3) One residential unit per lot may be located on any floor level of a business or other use located on the site. The minimum living area is five hundred (500) square feet for an efficiency unit, six hundred fifty (650) square feet per dwelling unit for one bedroom units, eight hundred fifty (850) square feet per dwelling unit for two bedroom units and one hundred fifty (150) additional square feet for each bedroom thereafter. (4) Outdoor processing of materials except those prohibited by this ordinance or similar uses if combined with the Type 5 site component **(5) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]** **(6)** Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.200, THE COMPOSITE ZONING ORDINANCE, TO REMOVE SEXUALLY ORIENTED BUSINESSES AS AN AUTHORIZED LAND USE WITHIN THE LI (LIGHT INDUSTRIAL) USE COMPONENT; ADDING SCREENING REQUIREMENTS FOR OUTDOOR COMMERCIAL FUELING; CHANGING THE NAME OF THE LI (LIGHT INDUSTRIAL) USE COMPONENT TO HC (HEAVY COMMERCIAL); PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the Planning & Zoning Commission held a public hearing on the proposed amendments to Article 14.200, Leander Code of Ordinances (the "Composite Zoning Ordinance"), and forwarded its recommendation on the amendments to the City Council; and

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has considered the proposed amendments and finds that the amendments are reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City;

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

Section 1. **Findings of Fact.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. **Renaming the LI Light Industrial Use Component to HC Heavy Commercial.** The LI Light Industrial use component is hereby renamed to HC Heavy Commercial. The Composite Zoning Ordinance and the City's official zoning map shall be amended so that the term "HC Heavy Commercial" shall replace the term "LI Light Industrial", and the term "Heavy Commercial" shall replace "Light Industrial" wherever such terms appears in the Ordinance and on the map. The City Council authorizes and directs the Director of Development Services to revise the City's official zoning map as prescribed by this ordinance.

Section 3. **Amendment of Article III, Section14 (b).** Article III, Section14 (b)(15) of the Composite Zoning Ordinance are hereby amended by removing "Sexually oriented businesses as permitted by City regulations (required to be set back at least four hundred (400) feet from a tollway, highway, or major arterial roadway " (which is set forth in subsection 13) as an authorized use within the Light Industrial use component. Subsections 14 through 21 shall be renumbered as the number immediately preceding the subsection. For example, subsection 14 shall be renumbered as subsection 13.

Section 4. **Amendment of Article III, Section15 (b)(5).** Article III, Sections15 (b)(5) of the Composite Zoning Ordinance are hereby amended in its entirety as follows:

(3) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]

Section 5. **Addition of Subsections 14(b)(6) to Article III.** Article III, Section 14(b) of the Composite Zoning Ordinance is hereby amended by adding subsection (6) to read as follows:

(6) Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)

Section 6. **Addition of Subsection 1(d)(vii)to Article VI.** Article VI, Section 1(d)of the Composite Zoning Ordinance is hereby amended by adding subsection (vii) to read as follows:

(vii) Fuel pumps are required to be screened from view of any street or public right-of-way to at least the height of the fuel pump.

Section 7. **Conflicting Ordinances.** Exhibit "A", Article 14.200, Leander Code of Ordinances and of Ordinance No. 05-018-00 is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 8. **Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued 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 prosecuted until final disposition by the courts.

Section 9. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.Section 6 of this ordinance shall apply to properties for which a site development permit application or building permit application is submitted to the City after the effective date of this ordinance. Properties for which a site development permit application or building permit application was filed on or before the effective date of this ordinance shall comply with the version of Section 1(d), Article VI of the Composite Zoning Ordinance in effect immediately preceding this amendment.

Section 10. **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 11. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 6th day of February, 2014.

PASSED AND FINALLY APPROVED on the 20th day of February, 2014.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

5. Election of Chairman
   A. Nomination for position of Chairman
   B. Discussion of nominees
   C. Election of Chairman

   Motion made by Commissioner Stephenson to elect Vice Chair Seiler for Chairman, seconded by Commissioner Wixson. Motion passed unanimously.

6. Election of Vice Chairman
   A. Nomination for position of Vice Chair
   B. Discussion of nominees
   C. Election of Vice Chairman

   Motion made by Commissioner Sokol to elect Commissioner Stephenson for Vice Chair, seconded by Chairman Seiler. Motion passed unanimously.

7. Presentation of Service Plaque to Exiting Commissioner Ronald Abruzzese.
   - 15 minute recess
   - **Mayor Fielder presented the Service Plaque to Chairman Abruzzese.**
   - **A 15 minute recess was called by Chairman Seiler.**

8. Director's report to P & Z Commissioners on actions taken by the City Council.
   Tom Yantis, Director of Development Services, reported on actions that were taken by the City Council, at their December 19th 2013, January 2nd and January 16th, 2014 meeting, on items that were recommended from the P & Z Commission.

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

Public Hearing

10. Ordinance Case #13-OR-005: Hold a public hearing and consider action on amending sections of Article 14.200, the Composite Zoning Ordinance, to change the title of the LI (Light Industrial) use component to HC (Heavy Commercial), to add screening provisions for outdoor commercial fueling, and to modify the LI (Light Industrial) (proposed HC Heavy Commercial) and HI (Heavy Industrial) Use Components. Planning Department

a) Staff Presentation

Robin Griffin, Senior Planner, explained the purpose of the proposed amendments to the ordinance.

b) Open Public Hearing

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

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Commissioner Sokol moved to approve the ordinance amendment, Commissioner Saenz seconded the motion. Motion passed unanimously

11. Subdivision Variance 13-VA-005: Hold a public hearing and consider a request for a variance to Article III, Sec. 42 (e) of the subdivision ordinance regarding sidewalk requirements for the property located at 23216 A Nameless Road; Travis property ID #353079 and 808172, Travis County, TX. Applicant: Eric Scheibe on behalf of Darrell T & Jo L. Leslie, Phillip & Cindy Jackson and Bill Doan.

a) Staff Presentation

Robin Griffin, Senior Planner, explained the variance request.

b) Applicant Presentation

Eric Scheibe explained the purpose for the Variance.

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

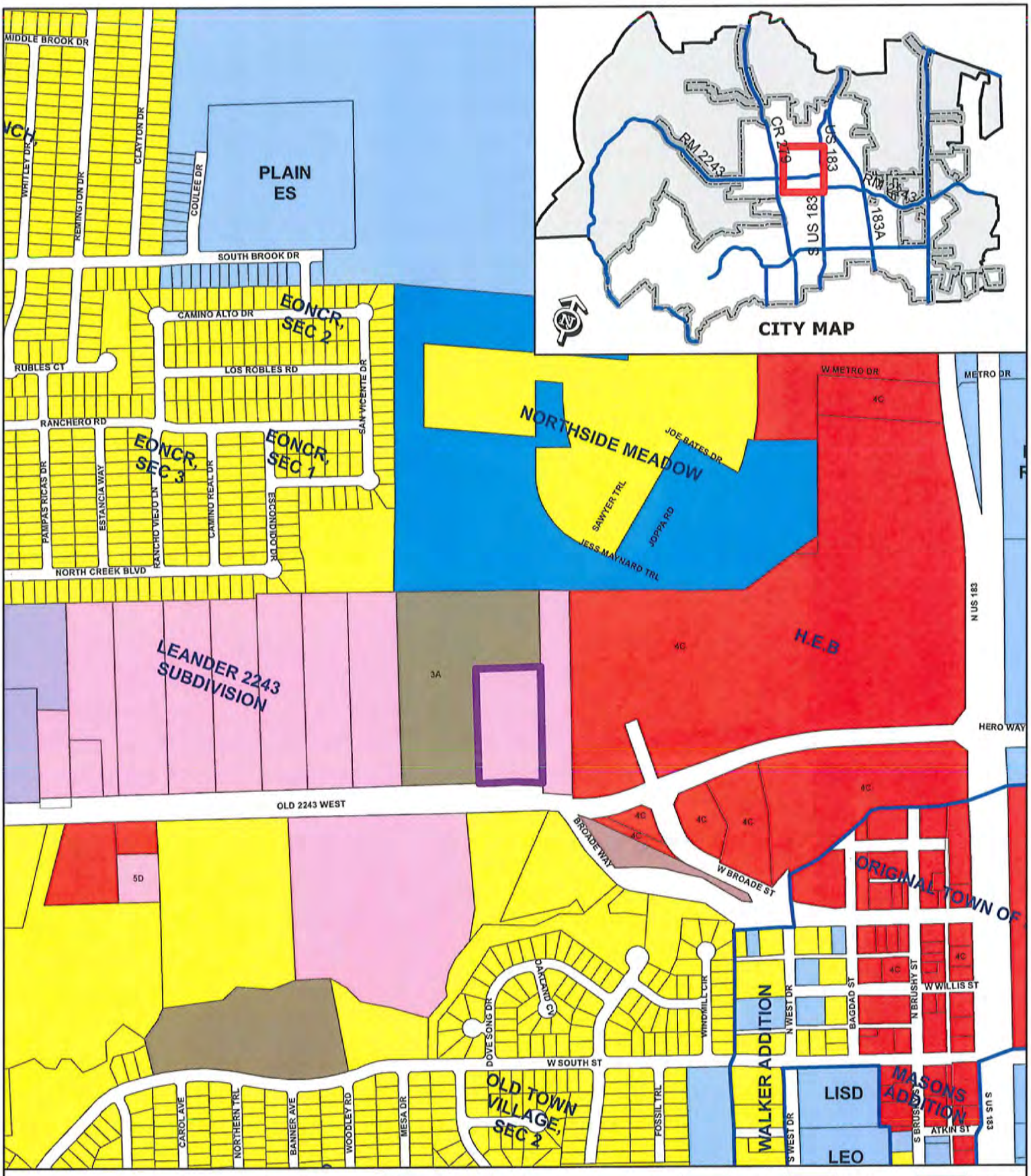
Commissioner Wixson moved to approve the variance request making the findings of fact, Commissioner Anderson seconded the motion. Motion passed unanimously

12. Zoning Case 13-Z-018: Hold a public hearing and consider action on the rezoning of a parcel located at 11350 Old 2243 W for 4.57 acres more or less; Parcel #R506064. Currently, the property is zoned LI-4-D (Light Industrial). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Blake Rue on behalf of Leander 2243 Investments, LLC.

Executive Summary

February 06, 2014

Agenda Subject:	Zoning Case 13-Z-018: Hold a public hearing and consider action on the rezoning of a parcel located at 11350 Old 2243 W for 4.57 acres more or less; Parcel #R506064. Currently, the property is zoned LI-4-D (Light Industrial). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Blake Rue on behalf of Leander 2243 Investments, LLC.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request with staff recommendation listed below and the condition that a minimum of 55% of the masonry includes brick or stone at the January 23, 2014 meeting. 1. The site plan is noted as conceptual. The review staff has not had the opportunity to review civil plans for this project. 2. At the time of site plan submittal, the applicant shall provide for driveway connectivity between the subject site and the properties to the east and west.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Proposed PUD 5. Letter of Intent 6. Ordinance 7. Minutes - Planning & Zoning Commission January 23, 2014
Prepared By:	Tom Yantis, AICP Development Services Director 01/24/2014



ZONING CASE 13-Z-018

Attachment #2

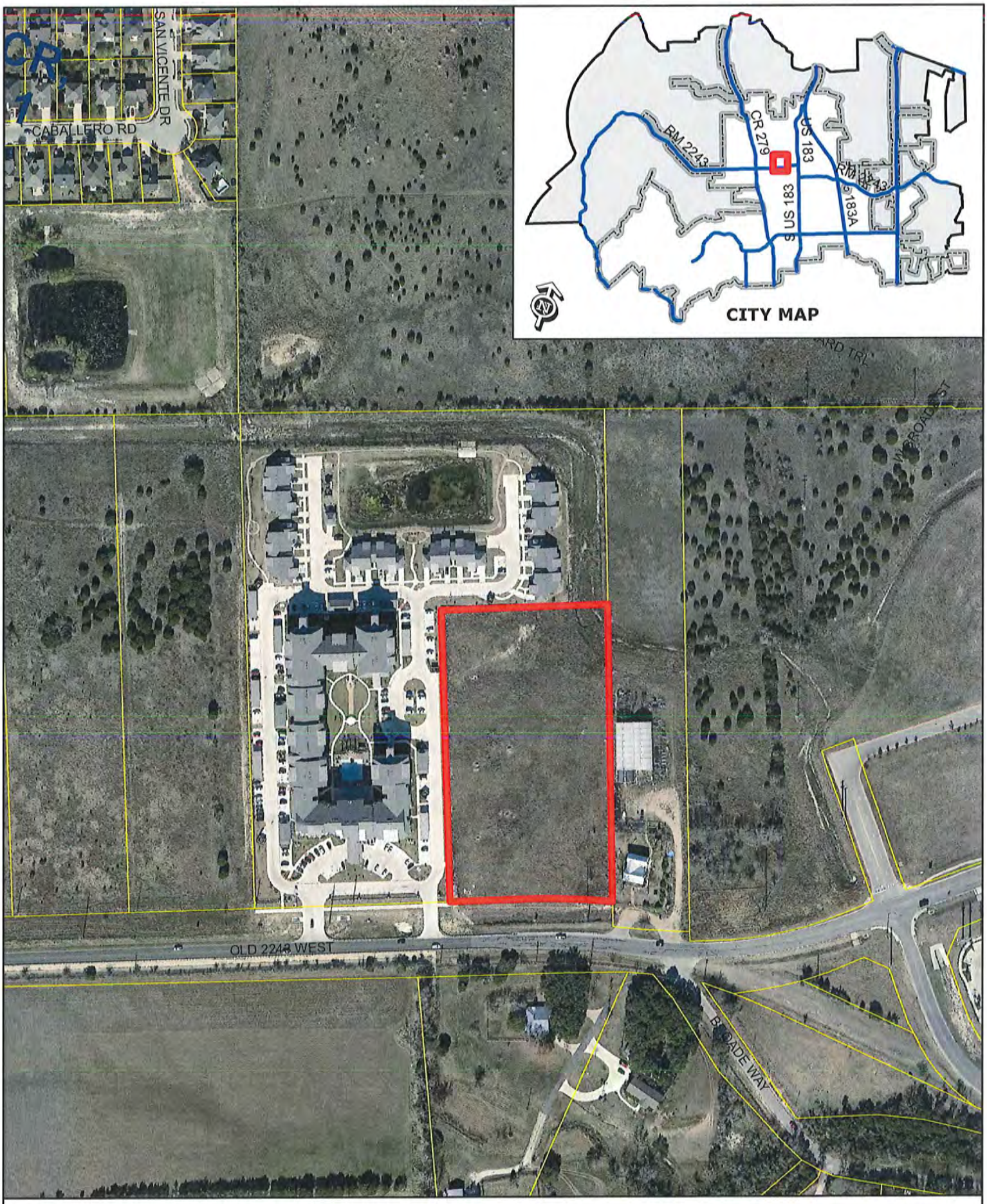
Current Zoning Map
Leander 2243 PUD

N

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

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

0 200
Feet



ZONING CASE 13-Z-018 Attachment #3

Aerial Exhibit - Approximate Boundaries
Leander 2243 PUD

0 200
Feet

Subject Property
City Limits

Leander 2243 Planned Unit Development – Leander, Texas

General Notes

1. The PUD consists of 4.57 acres on Old 2243 West known as Lot 2 of the Amended Plat of Lots 1-3, "Block A" Replat of Lots 1-9, "Block A" Leander 2243 Subdivision (the "Property"). See Exhibit A
2. Except as otherwise noted, the PUD shall be governed by the Composite Zoning Ordinance of the City of Leander Ordinance No. 05-018-00 (September 2005) as amended through and including the date of this PUD (the Zoning Ordinance).

Zoning

1. The base zoning for the Property shall be:
    a. MF-2-A: Multifamily – 4.57 Acres
        i. Maximum density shall allow 156 units or 34.14 units per acre.
        ii. So long as a minimum of eighty percent (80%) of the units are rented to a head of household or spouse that is at least fifty five (55) years of age, the off-street parking requirements shall be reduced by approximately 22% to 1.25 parking spaces for one bedroom plus 0.25 parking spaces for each additional bedroom. Should the Property no longer be used for a senior project, the off street parking requirements shall conform to the Zoning Ordinance requirements. The Owner of the Property shall construct such needed additional extra parking as shown in the alternative parking plan to be submitted as part of the site development permit application. The owner of the Property shall contact the City and notify the City of the Property's change of use from a senior project.
        iii. In addition to the Zoning Ordinance requirements that thirty five percent (35%) of the units have at least one enclosed garage parking space, an additional five percent (5%) of the units shall be required to have at least one enclosed garage or covered carport parking space.
        iv. Garages and carports may encroach into side setback of the Leander Station property, Lot 1 of the Amended Plat of Lots 1-3, "Block A" Replat of Lots 1-9, "Block A" Leander 2243 Subdivision, up to five (5) feet. Landscaped screening along Old 2243 West and the adjacent single family property to the east shall be 150% of that required by the Zoning Ordinance.

Sidewalk Construction

1. An offsite eight (8') foot sidewalk meeting the requirements of the Zoning Ordinance shall be constructed in the right of way as shown in Exhibit B. The offsite sidewalk shall be constructed at the same time as the onsite sidewalks are constructed.

Enhanced Amenities included in the Project:

1. The amenities to be provided in the Project are:
    a. Swimming Pool and Hot Tub
    b. Dedicated Arts & Crafts room
    c. Dining Room
    d. Movie Theatre Room
    e. Business Center With Computer and Printers
    f. Shuttle Bus Transportation
    g. Fitness Center
    h. Beauty Salon
    i. Game Room
    j. Professionally Landscaped Property
    k. Storage Rooms
    l. Garages and Carports
    m. Outdoor Grills

Architecture

1. Exhibit C is a conceptual elevation of the architectural style and character of the improvements to be constructed on the Property.
2. The final building plans submitted for the project shall substantially comply with the following items depicted in the rendering:
    a. building height and massing
    b. proportions and combination of building materials
    c. roof pitch
    d. roof and awning materials
    e. general fenestration subject to architectural and engineering modifications
    f. general tones and shades included in the color palette
    g. general balcony configuration subject to architectural and engineering modifications
    h. balcony railing

Conceptual Site Layout

1. Exhibit D is a conceptual site layout for the property
2. The final site plan submitted for the project shall substantially comply with the following items depicted in the rendering:
    a. orientation of the building on the site
    b. setback between the building and Old 2243 West
    c. driveway locations
3. Nothing in Exhibit D exempts the project from compliance with the requirements of the PUD ordinance or the site development regulations of the Composite Zoning Ordinance

Exhibit A: Plat of the Property
Exhibit B: Offsite Sidewalk
Exhibit C: Conceptual Elevation
Exhibit D: Conceptual Site Plan

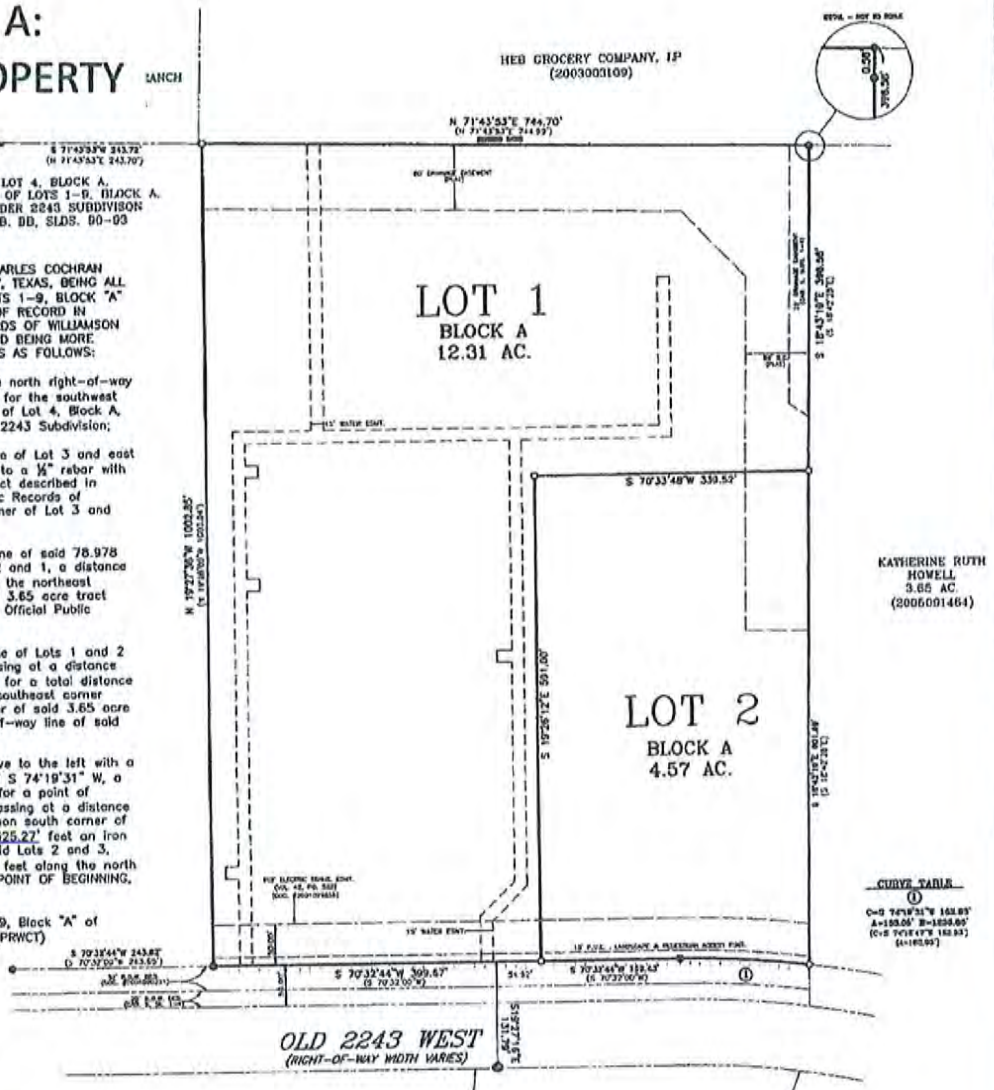
PHOTOGRAPHIC MYLAR

SCALE: 1"=100'

AMENDED PLAT OF LOTS 1–3, "BLOCK A"
REPLAT OF LOTS 1–9, "BLOCK A"
LEANDER 2243 SUBDIVISION

LEGEND

EXHIBIT A:
PLAT OF PROPERTY



PERIMETER DESCRIPTION:

BEING A 16.68 ACRE TRACT OF LAND IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 1, 2, AND 3, BLOCK A, REPLAT OF LOTS 1–9, BLOCK "A" OF LEANDER 2243 SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET BB, SLIDES 90–93 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 16.68 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar with cap found in the north right-of-way line of Old 2243 W (right-of-way width varies) for the southwest corner of said Lot 3 and the southeast corner of Lot 4, Block A, said Replat of Lots 1–9, Block "A" of Leander 2243 Subdivision;

THENCE North 19°27'36" West, with the west line of Lot 3 and east line of said Lot 4, a distance of 1002.85 feet to a ½" rebar with cap set in the south line of a 78.978 acre tract described in Document No. 2003003109 of the Official Public Records of Williamson County, Texas, for the northwest corner of Lot 3 and northeast corner of Lot 4;

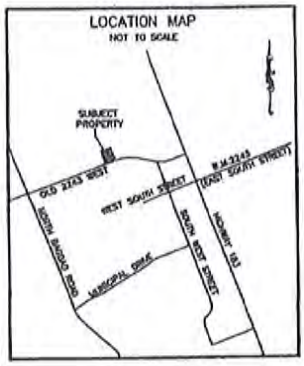
THENCE North 71°43'53" East, with the south line of said 78.978 acre tract and the north line of said Lots 3, 2 and 1, a distance of 774.70 feet to a ½" rebar with cap set for the northeast corner of Lot 1 and the northwest corner of a 3.65 acre tract described in Document No. 2005091464 of the Official Public Records of Williamson County, Texas;

THENCE South 18°43'19" East, with the east line of Lots 1 and 2 and the west line of said 3.65 acre tract, passing at a distance of 0.58 feet, a ½" rebar found and continuing for a total distance of 998.27 feet to an iron pipe found for the southeast corner hereof, and of said Lot 1, the southwest corner of said 3.65 acre tract and a point on the curving north right-of-way line of said Old 2243 W;

THENCE 163.05 feet along the arc of said curve to the left with a radius of 1235.86 feet and a chord bearing of S 74°19'31" W, a distance of 162.93 feet to an iron rod found for a point of tangency of said curve, and S 70°32'44" W, passing at a distance of 81.66 feet an iron rod found for the common south corner of said Lots 1 and 2, passing at a distance of 325.27' feet an iron rod found for the common south corner of said Lots 2 and 3, and continuing for a total distance of 569.10' feet along the north right-of-way line of said Old 2243 W to the POINT OF BEGINNING, containing 16.68 acres of land, more or less.

Bearing Basis: North line of Replat of Lots 1–9, Block "A" of Leander 2243 Subdivision (BB, Slides 90–93, (PRWCT)
Date of Survey: 02–11–2009

LOCATION MAP
NOT TO SCALE



MICHAEL HATCH
DOC # 9819793
#9 CHAMPIONS LANE
AUSTIN, TEXAS 78729–7755
19.38 ACRES

FRANCES M. THOMASON
VOLUME 381 PAGE 52
P.O. BOX 252
LEANDER, TEXAS 78646–0252
3.71 ACRES

D. L. THOMPSON
VOLUME 384 PAGE 659
7203 S. UTE TRAIL
AUSTIN, TEXAS 78729–7755
3.71 ACRES

OWNER: LEANDER 2243 INVESTMENT, LLC
P.O. BOX 302663
AUSTIN, TEXAS 78703

ACREAGE: 16.68
SURVEY: CHARLES COCHRAN SURVEY, ABSTRACT 134
NO. OF LOTS: 2
NO. OF BLOCKS: 1
FEMA MAP NO. 481079–0212C
WILLIAMSON COUNTY, TEXAS

DATE: MARCH 15, 2010

NOTES:

This amended plat does not remove any restrictions.

Sidewalks shall be installed on the subdivision side of OLD 2243 WEST. 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.

Sidewalk identified on plat by:

FLOOD NOTE:

NO PORTION OF THIS SUBDIVISION LIES WITHIN A SPECIAL FLOOD HAZARD AND IS DESIGNATED "ZONE X" PER F.E.M.A. FLOOD INSURANCE RATE MAP #4810790455E, DATED SEPT. 26, 2008.

ALL POINTS SURVEYING
611 SOUTH CONGRESS AVENUE – SUITE 100
AUSTIN TX. 78704
TELE: (512) 440-0071 – FAX: (512) 440-0199

SHEET 1 OF 2

CABINET GG SLIDE 184 DOC. # 2010019663

SCALE: 1"=100'

AMENDED PLAT OF LOTS 1–3, "BLOCK A"
REPLAT OF LOTS 1–9, "BLOCK A"
LEANDER 2243 SUBDIVISION

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

LEANDER 2243 INVESTMENT, LLC, ACTING THROUGH OUR MANAGING MEMBER, BLAKE RUE, BEING OWNERS OF 16.88 ACRES OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, COMPRISED OF LOTS 1, 2 AND 3 OF THE "REPLAT OF LOTS 1–9, BLOCK A, LEANDER 2243 SUBDIVISION", A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 90, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, HAVING BEEN CONVEYED TO US BY WARRANTY DEED RECORDED ON DECEMBER 17, 2008 IN DOC#2008081694, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 16.88 ACRES OF LAND, IN ACCORDANCE WITH THE APPLICABLE ORDINANCES OF THE CITY OF LEANDER, TEXAS, AND WILLIAMSON COUNTY, TEXAS, THE ACCOMPANYING PLAT TO BE KNOWN AS "AMENDED PLAT OF LOTS 1–3, "BLOCK A" OF THE REPLAT OF LOTS 1–9, "BLOCK A" LEANDER 2243 SUBDIVISION" AND DO HEREBY DEDICATE TO THE PUBLIC ANY AND ALL STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETO GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 16th DAY OF March, 2010, AD.

LEANDER 2243 INVESTMENT, LLC
BLAKE RUE, MANAGING MEMBER
P.O. BOX 302663
AUSTIN, TEXAS 78703

STATE OF TEXAS
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BLAKE RUE, KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF MARCH 2010, AD.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

JEFFREY ASHORN
Notary Public, State of Texas
My Commission Expires
May 03, 2010

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

THAT MJMH, LTD., A TEXAS LIMITED PARTNERSHIP, AS THE LIEN HOLDER OF THAT CERTAIN 16.88 ACRES OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, COMPRISED OF LOTS 1, 2 AND 3 OF THE "REPLAT OF LOTS 1–9, BLOCK A, LEANDER 2243 SUBDIVISION", A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 90, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LAND INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS "AMENDED PLAT OF LOTS 1–3, "BLOCK A" OF THE REPLAT OF LOTS 1–9, "BLOCK A" LEANDER 2243 SUBDIVISION"

MJMH, LTD.

MICHAEL HATCH
AUTHORIZED REPRESENTATIVE

STATE OF TEXAS
COUNTY OF TRAVIS:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE 15th DAY OF MARCH, 2010, AD, BY, MICHAEL HATCH, AS AUTHORIZED REPRESENTATIVE OF MJMH, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID MJMH, LTD.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

M. HARVEY
MY COMMISSION EXPIRES
OCTOBER 31, 2010

STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

APPROVED THIS THE 24 DAY OF March, 2010, AD, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

WAYNE S. WATTS, PE, CITY ENGINEER
CITY OF LEANDER, TEXAS

ATTEST: Debbie Haile
DEBBIE HAILE, CITY SECRETARY
CITY OF LEANDER, TEXAS

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THIS THE 31st DAY OF March, 2010, AD, AT 10:17 O'CLOCK A.M., AND DULY RECORDED THIS THE 31st DAY OF March 2010, AD, AT 10:21 O'CLOCK A.M., IN THE PLAT RECORDS OF SAID COURT IN CABINET BB, SLIDES 90 and 91.
Y HAND
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT, WILLIAMSON COUNTY, TEXAS

BY: DEPUTY WILLINE WEHLING

COMMISSIONERS COURT WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1. CONSTRUCTION OF IMPROVEMENTS WITHIN THIS SUBDIVISION SHALL NOT COMMENCE UNTIL ALL APPLICABLE PERMITS AND/OR CONSTRUCTION PLANS HAVE BEEN APPROVED BY THE CITY OF LEANDER, TEXAS. ALL IMPROVEMENTS SHALL CONFORM TO APPLICABLE CITY STANDARDS AND SPECIFICATIONS.
2. BUILDING SETBACKS NOT SHOWN HEREON SHALL CONFORM TO THE CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER, TEXAS.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS OF THE CITY OF LEANDER.
4. DETENTION SHALL BE PROVIDED FOR ALL DEVELOPMENT AT TIME OF SITE PLAN APPROVAL
5. ALL EXISTING TREES SHALL BE LOCATED AT TIME OF SITE PLAN APPROVAL. TREE REPLACEMENT AND LANDSCAPING SHALL BE IN ACCORDANCE WITH THE CITY OF LEANDER LANDSCAPE ORDINANCE.
6. ALL EASEMENTS OF RECORD AS INDICATED ON THE MOST RECENT TITLE RUN DATED: JAN. 5, 2009, CONDUCTED BY HERITAGE TITLE COMPANY FOR THIS PROPERTY ARE SHOWN ON THE SITE PLAN
7. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
8. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER.
9. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
10. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS ARE REQUIRED TO BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.
11. DEVELOPER SHALL BE RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
12. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT "REPLAT OF LOTS 1–9, BLOCK A, LEANDER 2243 SUBDIVISION" RECORDED IN CABINET BB, SLIDE 90 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT IS, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS AND RELEVANT STATE STANDARDS.

3/16/10
HUNTER SHADBURNE, DATE
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
AUSTIN CIVIL ENGINEERING, INC.
2708 S. LAMAR BLVD. #200a
AUSTIN, TEXAS
(512) 306-0018

STATE OF TEXAS
HUNTER SHADBURNE
74392
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS:
COUNTY OF TRAVIS:
I, C. RICHARD RALPH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF LEANDER, TEXAS, AND WILLIAMSON COUNTY, TEXAS AND THAT ALL EXISTING EASEMENTS OF RECORD HAVE BEEN SHOWN OR NOTED HEREON.

3/16/10
SURVEYED BY: C. RICHARD RALPH, R.P. DATE
ALL POINTS SURVEYING
611 SOUTH CONGRESS, SUITE 100
AUSTIN, TEXAS 78704

STATE OF TEXAS
C. RICHARD RALPH
4750
REGISTERED
PROFESSIONAL SURVEYOR

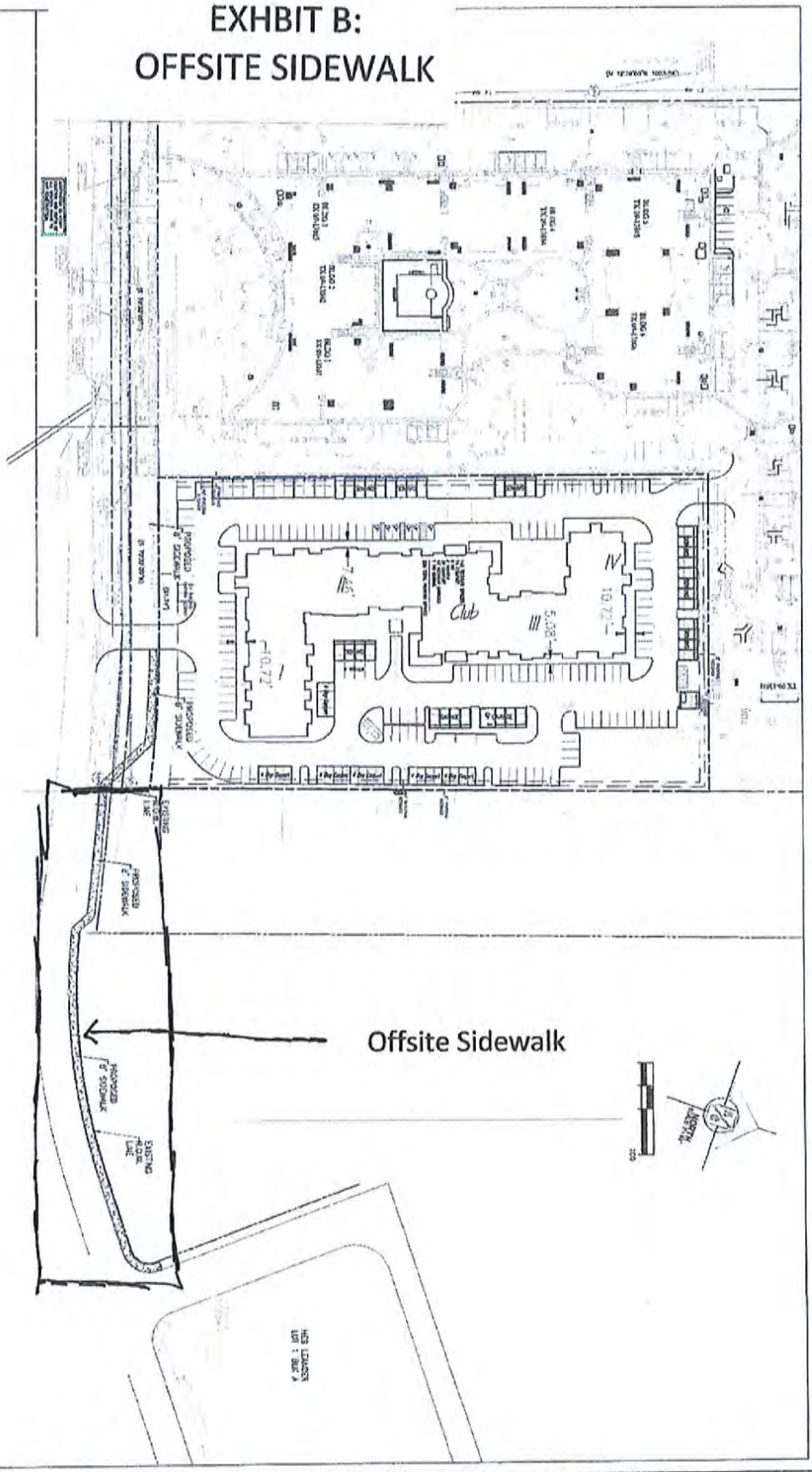
ALL POINTS SURVEYING
611 SOUTH CONGRESS AVENUE - SUITE 100
AUSTIN TX. 78704
TELE: (512) 440-9171 - FAX: (512) 440-0199

SHEET 2 OF 2

CABINET GG

SLIDE 185

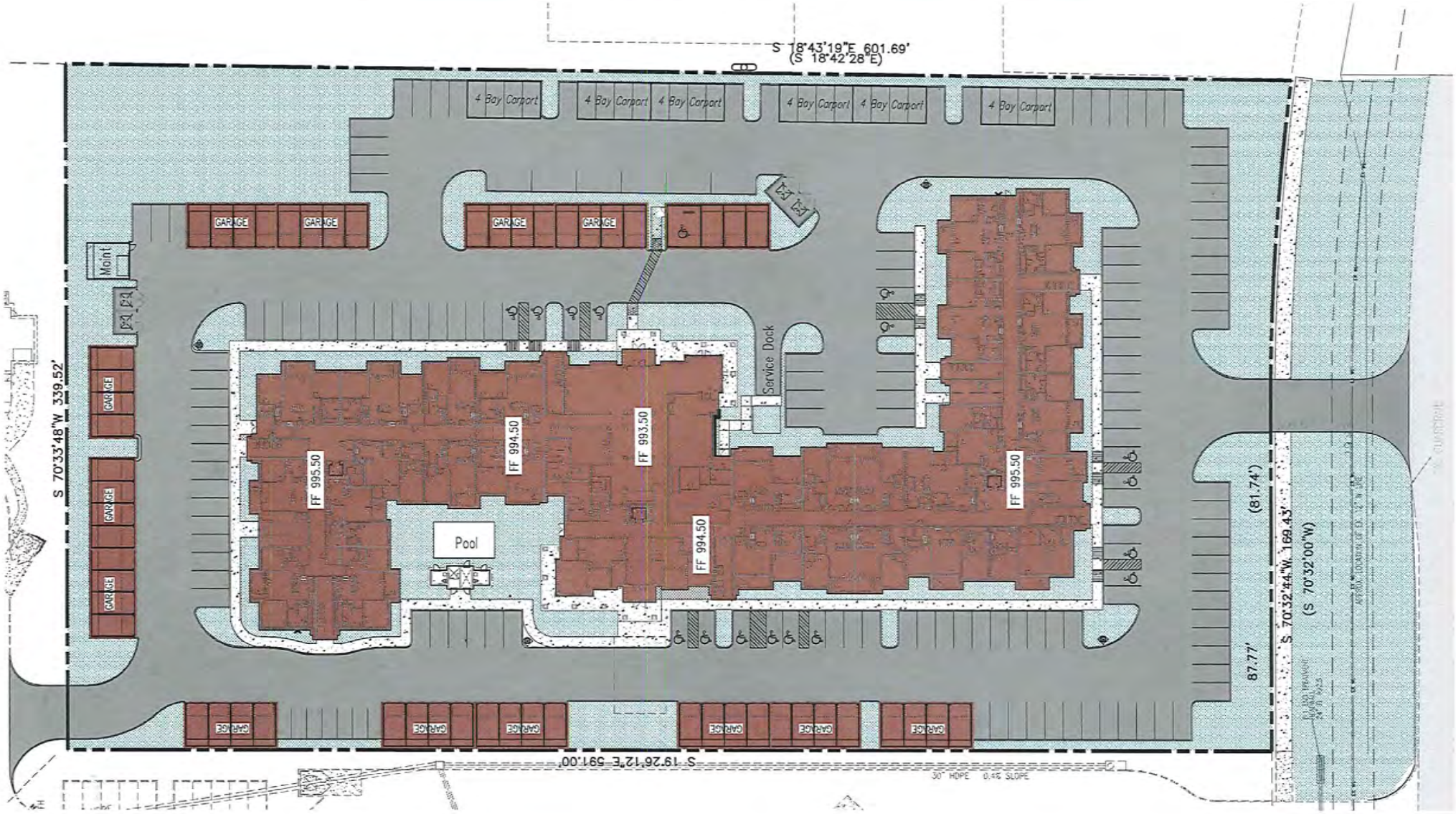
EXHBIT B:
OFFSITE SIDEWALK



SITE CIVIL PLAN 2	PUD SIDEWALK EXHIBIT	REVISIONS	SKYE OLD 2243 W LEANDER, TEXAS 78641		AUSTIN CIVIL ENGINEERING, INC.

Exhibit C - Conceptual Elevation

Exhibit D - Conceptual Site Plan



January 2, 2014

City of Leander
200 West Willis Street
Leander, Texas 78641

Re: Letter of intent for zoning request for 4.57 acre tract located on FM 2243 also known as Lot 2 of the Amended Plat of Lots 1 – 3, "Block A" Replat of Lots 1-9 "Block A" Leander 2243 Subdivision

To Whom It May Concern:

I am writing this letter to respectfully request a zoning change for the 4.57 acre tract located on FM 2243 also known as Lot 2 of the Amended Plat of Lots 1 – 3, "Block A" Replat of Lots 1-9 "Block A" Leander 2243 Subdivision. Currently the property is zoned Light Industrial.

It is my request to have the Property zoned PUD with the following base zoning districts:

a. MF – Multifamily A-2: 4.57 Acres
    i. Site Component Type 2
    ii. Architectural Component Type A
    iii. Density to allow up to 34.14 units per acre or 156 units
    iv. Parking requirements reduced to be compatible with a Senior living facility
    v. In addition to the requirements of the Zoning Ordinance, an additional 5% of the units shall have at least one enclosed garage or covered carport parking space
    vi. PUD will allow side setback relief for garages along the Leander Station property.
    vii. Landscaped screening along Old 2243 West and the adjacent single family property to the east shall be 150% of that required by the Zoning Ordinance

As part of our project, we will construct a sidewalk which connects to the HEB commercial center to provide a safe avenue for residents to commute on foot.

The proposed project will be a market rate project and will serve the seniors of Leander while complimenting the successful mixed income senior project, Leander Station. Project amenities will include granite counters, stainless steel appliances, resort like swimming pool/spa, chef prepared fine dining, movie theatre, transportation, weekly housekeeping, furnished fitness center and much more.

The proposed location is ideal for high density senior multifamily housing due to the Property's following attributes:

1. Located .5 miles and walking distance to the Leander rail stop
2. Located .5 miles and walking distance to the Leander TOD
3. Fronts on an arterial roadway
4. Shares a property line with a complimentary senior living facility
5. Located .2 miles and walking distance from the HEB commercial center

We hope the City will give this project serious consideration as we believe it will meet a growing demand for senior housing and significantly benefit the City of Leander. A summary of the benefits to the City and enhanced development standards are:

1. Ideal location for enhanced density due to site location on arterial roadway and proximity to rail stop, TOD and HEB

2. 150% of required landscaped screening along FM 2243 and adjacent single family property.
3. In addition to thirty five percent (35%) of the units having one enclosed garage parking space, an additional five percent (5%) of the units shall have at least one enclosed garage or covered carport parking space.
4. Construction of offsite sidewalk to increase pedestrian safety along FM 2243 between the site and the HEB commercial center
5. Enhanced density targeting seniors results in increased park fees with a correspondingly lower impact on parks
6. Enhanced amenities included in the project are outlined in the Leander 2243 PUD

Sincerely,

Blake A. Rue
Managing Member
Leander 2243 Investment, LLC
Ph: 512-294-4017
Email: Blake@Rueinvestments.com

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM LI-4-D (LIGHT INDUSTRIAL) TO PUD (PLANNED UNIT DEVELOPMENT); 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 parcels of land being 4.57 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 11350 Old 2243 West, Leander, Texas; legally described as Lot 2, Block A, Leander 2243 Replat (black A, Lots 1-3 Amended), more particularly described in Document Number 2008091694, Official Public Records of Williamson County, Texas, and identified by tax identification number R506064.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from LI-4-D (Light Industrial) to PUD (Planned Unit Development) known as the Leander 2243 PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibit "B", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 6th day of February, 2014.
FINALLY PASSED AND APPROVED on this the 20th day of February, 2014.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

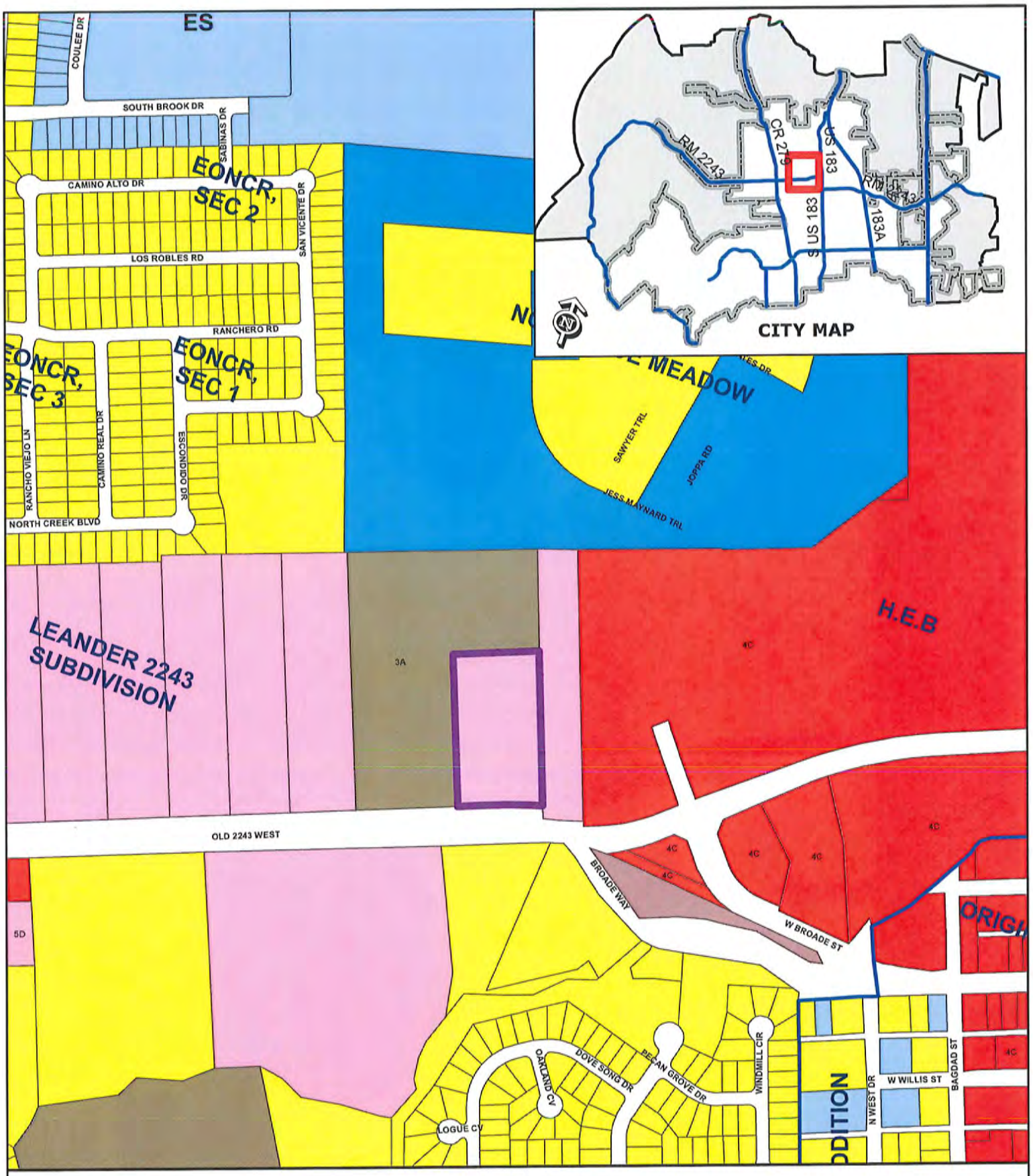


EXHIBIT A

Zoning Case 13-Z-018

Leander 2243 PUD

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

EXHIBIT B

Leander 2243 Planned Unit Development – Leander, Texas

General Notes

1. The PUD consists of 4.57 acres on Old 2243 West known as Lot 2 of the Amended Plat of Lots 1-3, "Block A" Replat of Lots 1-9, "Block A" Leander 2243 Subdivision (the "Property"). See Exhibit A
2. Except as otherwise noted, the PUD shall be governed by the Composite Zoning Ordinance of the City of Leander Ordinance No. 05-018-00 (September 2005) as amended through and including the date of this PUD (the Zoning Ordinance).

Zoning

1. The base zoning for the Property shall be:
    a. MF-2-A: Multifamily – 4.57 Acres
        i. Maximum density shall allow 156 units or 34.14 units per acre.
        ii. So long as a minimum of eighty percent (80%) of the units are rented to a head of household or spouse that is at least fifty five (55) years of age, the off-street parking requirements shall be reduced by approximately 22% to 1.25 parking spaces for one bedroom plus 0.25 parking spaces for each additional bedroom. Should the Property no longer be used for a senior project, the off street parking requirements shall conform to the Zoning Ordinance requirements. The Owner of the Property shall construct such needed additional extra parking as shown in the alternative parking plan to be submitted as part of the site development permit application. The owner of the Property shall contact the City and notify the City of the Property's change of use from a senior project.
        iii. In addition to the Zoning Ordinance requirements that thirty five percent (35%) of the units have at least one enclosed garage parking space, an additional five percent (5%) of the units shall be required to have at least one enclosed garage or covered carport parking space.
        iv. Garages and carports may encroach into side setback of the Leander Station property, Lot 1 of the Amended Plat of Lots 1-3, "Block A" Replat of Lots 1-9, "Block A" Leander 2243 Subdivision, up to five (5) feet. Landscaped screening along Old 2243 West and the adjacent single family property to the east shall be 150% of that required by the Zoning Ordinance.

Sidewalk Construction

1. An offsite eight (8') foot sidewalk meeting the requirements of the Zoning Ordinance shall be constructed in the right of way as shown in Exhibit B. The offsite sidewalk shall be constructed at the same time as the onsite sidewalks are constructed.

Enhanced Amenities included in the Project:

1. The amenities to be provided in the Project are:
    a. Swimming Pool and Hot Tub
    b. Dedicated Arts & Crafts room
    c. Dining Room
    d. Movie Theatre Room
    e. Business Center With Computer and Printers
    f. Shuttle Bus Transportation
    g. Fitness Center
    h. Beauty Salon
    i. Game Room
    j. Professionally Landscaped Property
    k. Storage Rooms
    l. Garages and Carports
    m. Outdoor Grills

Architecture

1. Exhibit C is a conceptual elevation of the architectural style and character of the improvements to be constructed on the Property.
2. The final building plans submitted for the project shall substantially comply with the following items depicted in the rendering:
    a. building height and massing
    b. proportions and combination of building materials
    c. roof pitch
    d. roof and awning materials
    e. general fenestration subject to architectural and engineering modifications
    f. general tones and shades included in the color palette
    g. general balcony configuration subject to architectural and engineering modifications
    h. balcony railing

Conceptual Site Layout

1. Exhibit D is a conceptual site layout for the property
2. The final site plan submitted for the project shall substantially comply with the following items depicted in the rendering:
    a. orientation of the building on the site
    b. setback between the building and Old 2243 West
    c. driveway locations
3. Nothing in Exhibit D exempts the project from compliance with the requirements of the PUD ordinance or the site development regulations of the Composite Zoning Ordinance

Exhibit A: Plat of the Property
Exhibit B: Offsite Sidewalk
Exhibit C: Conceptual Elevation
Exhibit D: Conceptual Site Plan

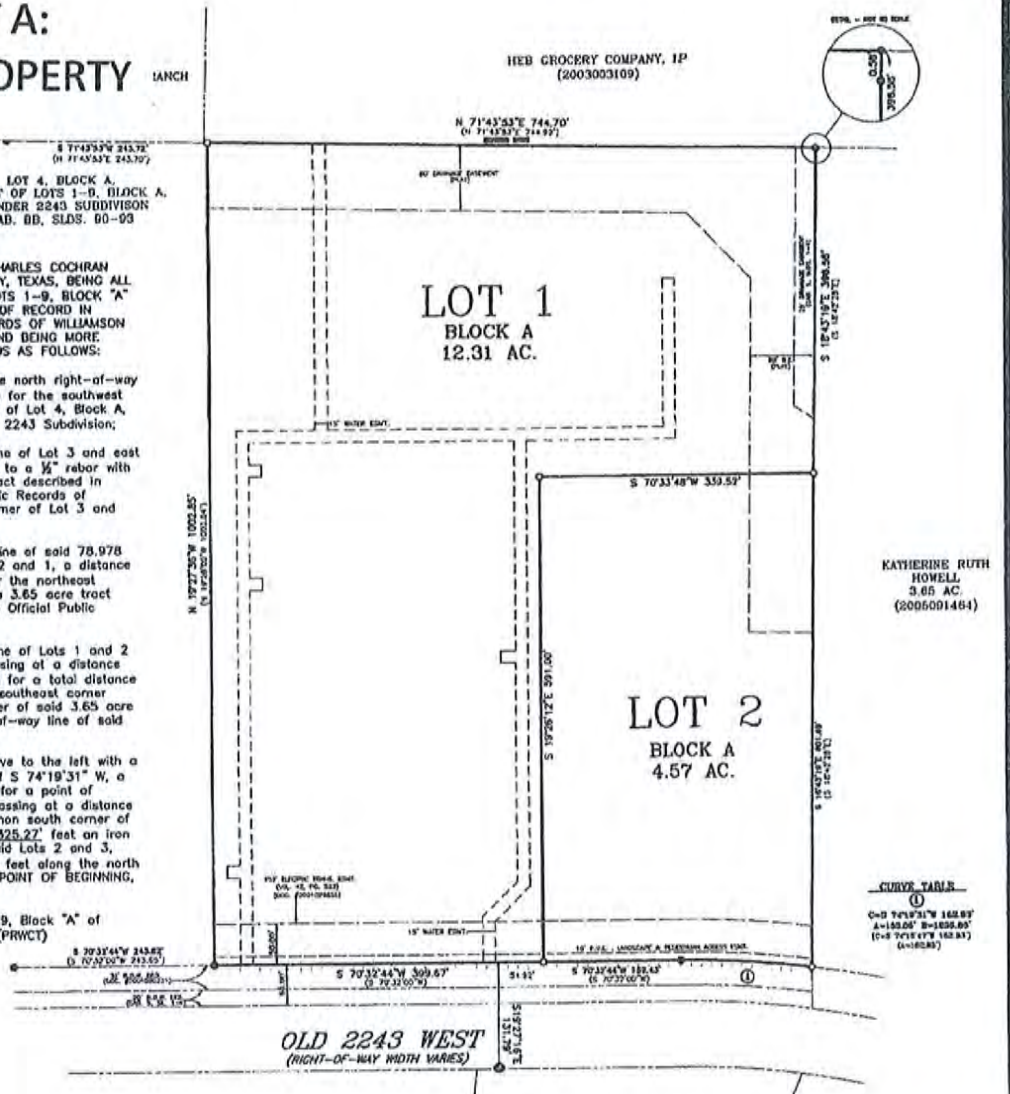
PHOTOGRAPHIC MYLAR

SCALE: 1"=100'

AMENDED PLAT OF LOTS 1–3, "BLOCK A"
REPLAT OF LOTS 1–9, "BLOCK A"
LEANDER 2243 SUBDIVISION

LEGEND

EXHIBIT A:
PLAT OF PROPERTY



PERIMETER DESCRIPTION:

BEING A 16.88 ACRE TRACT OF LAND IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 1, 2, AND 3, BLOCK A, REPLAT OF LOTS 1–9, BLOCK "A" OF LEANDER 2243 SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET BB, SLIDES 90–93 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 16.88 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar with cap found in the north right-of-way line of Old 2243 W (right-of-way width varies) for the southwest corner of said Lot 3 and the southeast corner of Lot 4, Block A, said Replat of Lots 1–9, Block "A" of Leander 2243 Subdivision;

THENCE North 19°27'36" West, with the west line of Lot 3 and east line of said Lot 4, a distance of 1002.85 feet to a ½" rebar with cap set in the south line of a 78.978 acre tract described in Document No. 2003003109 of the Official Public Records of Williamson County, Texas, for the northwest corner of Lot 3 and northeast corner of Lot 4;

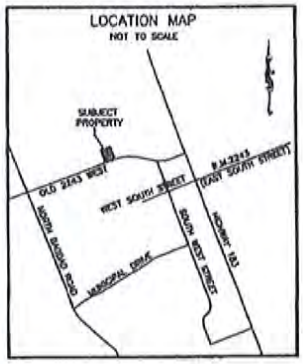
THENCE North 71°43'53" East, with the south line of said 78.978 acre tract and the north line of said Lots 3, 2 and 1, a distance of 774.70 feet to a ½" rebar with cap set for the northeast corner of Lot 1 and the northwest corner of a 3.65 acre tract described in Document No. 2005091464 of the Official Public Records of Williamson County, Texas;

THENCE South 18°43'19" East, with the east line of Lots 1 and 2 and the west line of said 3.65 acre tract, passing at a distance of 0.58 feet, a ½" rebar found and continuing for a total distance of 998.27 feet to an iron pipe found for the southeast corner hereof, and of said Lot 1, the southwest corner of said 3.65 acre tract and a point on the curving north right-of-way line of said Old 2243 W;

THENCE 163.05 feet along the arc of said curve to the left with a radius of 1235.86 feet and a chord bearing of S 74°19'31" W, a distance of 162.93 feet to an iron rod found for a point of tangency of said curve, and S 70°32'44" W, passing at a distance of 81.66 feet an iron rod found for the common south corner of said Lots 1 and 2, passing at a distance of 325.27' feet an iron rod found for the common south corner of said Lots 2 and 3, and continuing for a total distance of 569.10' feet along the north right-of-way line of said Old 2243 W to the POINT OF BEGINNING, containing 16.88 acres of land, more or less.

Bearing Basis: North line of Replat of Lots 1–9, Block "A" of Leander 2243 Subdivision (BB, Slides 90–93, (PRWCT)
Date of Survey: 02–11–2009

CURVE TABLE



MICHAEL HATCH
DOC # 9819793
#9 CHAMPIONS LANE
AUSTIN, TEXAS 78729-7755
19.38 ACRES

FRANCES M. THOMASON
VOLUME 381 PAGE 52
P.O. BOX 252
LEANDER, TEXAS 78646-0252
3.71 ACRES

D. L. THOMPSON
VOLUME 384 PAGE 659
7203 S. UTE TRAIL
AUSTIN, TEXAS 78729-7755
3.71 ACRES

OWNER: LEANDER 2243 INVESTMENT, LLC
P.O. BOX 302663
AUSTIN, TEXAS 78703
ACREAGE: 16.88
SURVEY: CHARLES COCHRAN SURVEY, ABSTRACT 134
NO. OF LOTS: 2
NO. OF BLOCKS: 1
F.E.M.A. MAP NO. 481078-0212C
WILLIAMSON COUNTY, TEXAS

DATE: MARCH 15, 2010

NOTES:

This amended plat does not remove any restrictions.

Sidewalks shall be installed on the subdivision side of OLD 2243 WEST. 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.

Sidewalk identified on plat by:

FLOOD NOTE:

NO PORTION OF THIS SUBDIVISION LIES WITHIN A SPECIAL FLOOD HAZARD AND IS DESIGNATED "ZONE X" PER F.E.M.A. FLOOD INSURANCE RATE MAP #4810790455E, DATED SEPT. 26, 2008.

ALL POINTS SURVEYING
811 SOUTH CONGRESS AVENUE – SUITE 100
AUSTIN TX. 78704
TELE: (512) 440-0071 – FAX: (512) 440-0199

SHEET 1 OF 2

CABINET GG SLIDE 184

DOC. # 201001963

SCALE: 1"=100'

AMENDED PLAT OF LOTS 1–3, "BLOCK A"
REPLAT OF LOTS 1–9, "BLOCK A"
LEANDER 2243 SUBDIVISION

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

LEANDER 2243 INVESTMENT, LLC, ACTING THROUGH OUR MANAGING MEMBER, BLAKE RUE, BEING OWNERS OF 16.88 ACRES OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, COMPRISED OF LOTS 1, 2 AND 3 OF THE "REPLAT OF LOTS 1–9, BLOCK A, LEANDER 2243 SUBDIVISION", A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 90, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, HAVING BEEN CONVEYED TO US BY WARRANTY DEED RECORDED ON DECEMBER 17, 2006 IN DOC#2006081694, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 16.88 ACRES OF LAND, IN ACCORDANCE WITH THE APPLICABLE ORDINANCES OF THE CITY OF LEANDER, TEXAS, AND WILLIAMSON COUNTY, TEXAS, THE ACCOMPANYING PLAT TO BE KNOWN AS "AMENDED PLAT OF LOTS 1–3, "BLOCK A" OF THE REPLAT OF LOTS 1–9, "BLOCK A" LEANDER 2243 SUBDIVISION" AND DO HEREBY DEDICATE TO THE PUBLIC ANY AND ALL STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETO GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 16th DAY OF March, 2010, AD.

LEANDER 2243 INVESTMENT, LLC
BLAKE RUE, MANAGING MEMBER
P.O. BOX 302663
AUSTIN, TEXAS 78703

STATE OF TEXAS
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BLAKE RUE, KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF MARCH, 2010, AD.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

JEFFREY AINDER
Notary Public, State of Texas
My Commission Expires
May 05, 2010

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

THAT MLMH, LTD., A TEXAS LIMITED PARTNERSHIP, AS THE LIEN HOLDER OF THAT CERTAIN 16.88 ACRES OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, COMPRISED OF LOTS 1, 2 AND 3 OF THE "REPLAT OF LOTS 1–9, BLOCK A, LEANDER 2243 SUBDIVISION", A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 90, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LAND INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS "AMENDED PLAT OF LOTS 1–3, "BLOCK A" OF THE REPLAT OF LOTS 1–9, "BLOCK A" LEANDER 2243 SUBDIVISION"

MLMH, LTD.

MICHAEL HATCH
AUTHORIZED REPRESENTATIVE

STATE OF TEXAS
COUNTY OF TRAVIS:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE 15th DAY OF MARCH, 2010, AD, BY, MICHAEL HATCH, AS AUTHORIZED REPRESENTATIVE OF MLMH, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID MLMH, LTD.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

M. HARVEY
MY COMMISSION EXPIRES
OCTOBER 31, 2010

STATE OF TEXAS:
KNOW ALL ME BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

APPROVED THIS THE 24 DAY OF March, 2010, AD, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

WAYNE S. WATTS, PE, CITY ENGINEER
CITY OF LEANDER, TEXAS

ATTEST: Debbie Haile
DEBBIE HAILE, CITY SECRETARY
CITY OF LEANDER, TEXAS

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THIS THE 31st DAY OF MARCH, 2010, AD, AT 10:17 O'CLOCK A.M., AND DULY RECORDED THIS THE 31st DAY OF MARCH, 2010, AD, AT 11:31 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET BB, SLIDES 184 AND 185.
Y HAND
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT, WILLIAMSON COUNTY, TEXAS

BY: DEPUTY WILLIAM WERNLING

COMMISSIONERS COURT WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1. CONSTRUCTION OF IMPROVEMENTS WITHIN THIS SUBDIVISION SHALL NOT COMMENCE UNTIL ALL APPLICABLE PERMITS AND/OR CONSTRUCTION PLANS HAVE BEEN APPROVED BY THE CITY OF LEANDER, TEXAS. ALL IMPROVEMENTS SHALL CONFORM TO APPLICABLE CITY STANDARDS AND SPECIFICATIONS.
2. BUILDING SETBACKS NOT SHOWN HEREON SHALL CONFORM TO THE CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER, TEXAS.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS OF THE CITY OF LEANDER.
4. DETENTION SHALL BE PROVIDED FOR ALL DEVELOPMENT AT TIME OF SITE PLAN APPROVAL.
5. ALL EXISTING TREES SHALL BE LOCATED AT TIME OF SITE PLAN APPROVAL. TREE REPLACEMENT AND LANDSCAPING SHALL BE IN ACCORDANCE WITH THE CITY OF LEANDER LANDSCAPE ORDINANCE.
6. ALL EASEMENTS OF RECORD AS INDICATED ON THE MOST RECENT TITLE RUN DATED: JAN. 5, 2009, CONDUCTED BY HERITAGE TITLE COMPANY FOR THIS PROPERTY ARE SHOWN ON THE SITE PLAN
7. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
8. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER.
9. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
10. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS ARE REQUIRED TO BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.
11. DEVELOPER SHALL BE RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
12. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT "REPLAT OF LOTS 1–9, BLOCK A, LEANDER 2243 SUBDIVISION" RECORDED IN CABINET BB, SLIDE 90 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT IS, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS AND RELEVANT STATE STANDARDS.

3/16/10
HUNTER SHADBURNE, DATE
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
AUSTIN CIVIL ENGINEERING, INC.
2708 S. LAMAR BLVD. #200
AUSTIN, TEXAS
(512) 306-0018

STATE OF TEXAS
HUNTER SHADBURNE
74362
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS:
COUNTY OF TRAVIS:
I, C. RICHARD RALPH, AN AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF LEANDER, TEXAS, AND WILLIAMSON COUNTY, TEXAS AND THAT ALL EXISTING EASEMENTS OF RECORD HAVE BEEN SHOWN OR NOTED HEREON.

SURVEYED BY: 3/16/10
C. RICHARD RALPH, R.P. DATE
ALL POINTS SURVEYING
611 SOUTH CONGRESS, SUITE 100
AUSTIN, TEXAS 78704

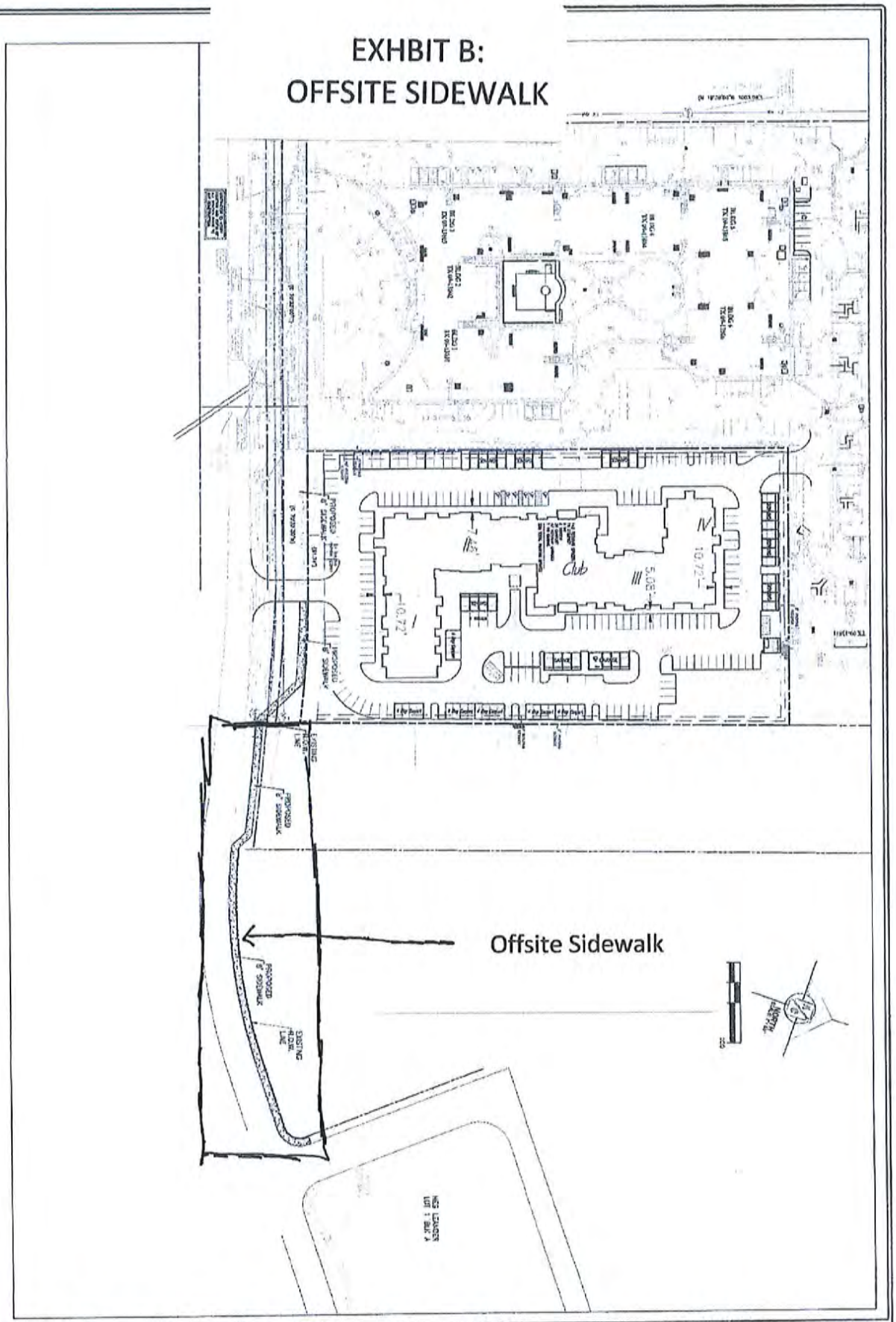
STATE OF TEXAS
C. RICHARD RALPH
4756
REGISTERED
PROFESSIONAL SURVEYOR

CABINET GG

SLIDE 185

ALL POINTS SURVEYING
611 SOUTH CONGRESS AVENUE – SUITE 100
AUSTIN TX. 78704
TEL: (512) 445-5011 – FAX: (512) 445-0119

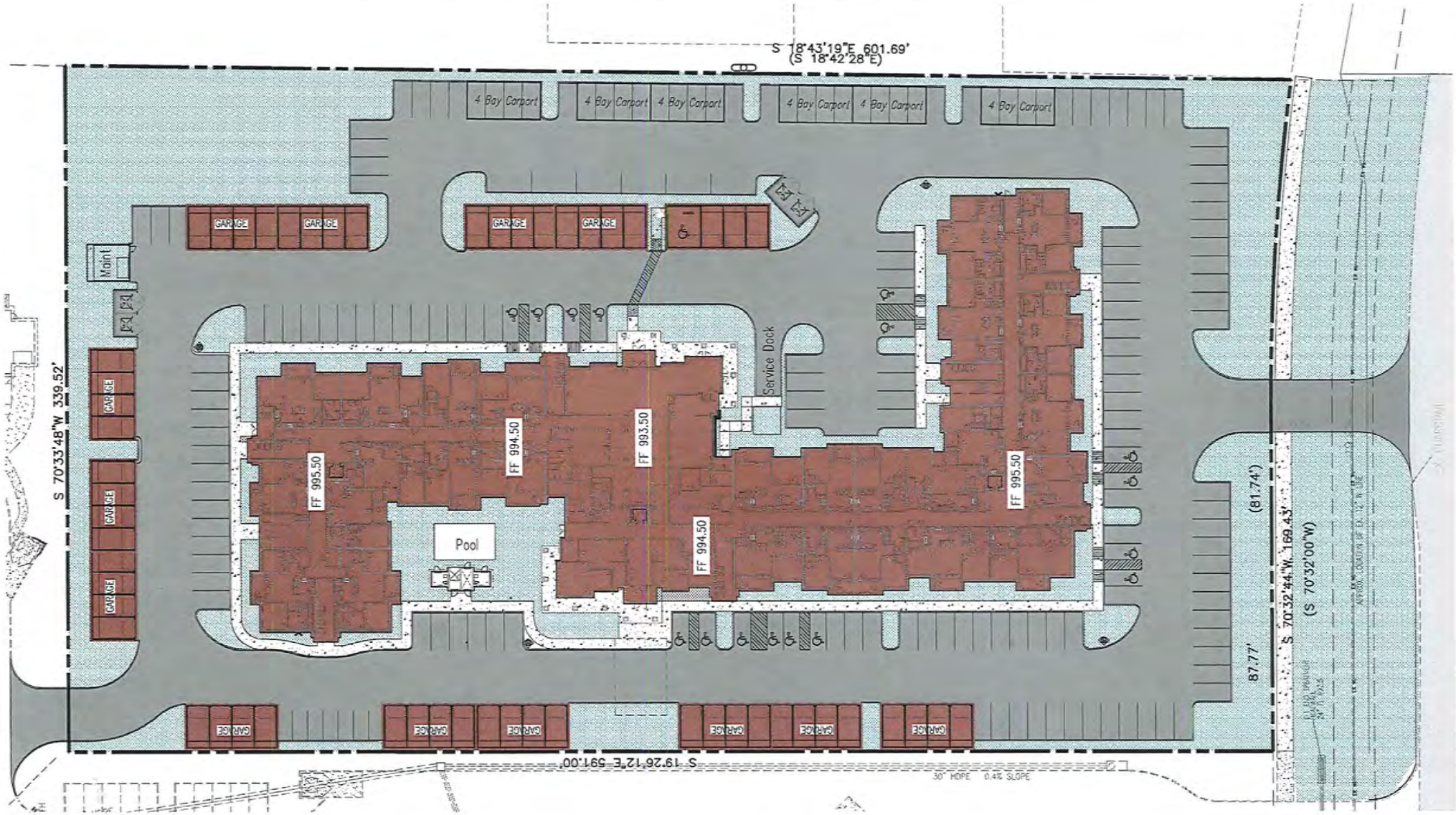
EXHBIT B:
OFFSITE SIDEWALK



SITE CIVIL PLAN	PUD SIDEWALK EXHIBIT	REVISIONS	SKYE	AUSTIN CIVIL ENGINEERING, INC.
2			OLD 2243 W LEANDER, TEXAS 78641	TBPE FIRM # F-001018

Exhibit C - Conceptual Elevation

Exhibit D - Conceptual Site Plan



a) Staff Presentation

Robin Griffin, Senior Planner, explained the purpose of the proposed amendments to the ordinance.

b) Open Public Hearing

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

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Commissioner Sokol moved to approve the ordinance amendment, Commissioner Saenz seconded the motion. Motion passed unanimously

11. Subdivision Variance 13-VA-005: Hold a public hearing and consider a request for a variance to Article III, Sec. 42 (e) of the subdivision ordinance regarding sidewalk requirements for the property located at 23216 A Nameless Road; Travis property ID #353079 and 808172, Travis County, TX. Applicant: Eric Scheibe on behalf of Darrell T & Jo L. Leslie, Phillip & Cindy Jackson and Bill Doan.

a) Staff Presentation

Robin Griffin, Senior Planner, explained the variance request.

b) Applicant Presentation

Eric Scheibe explained the purpose for the Variance.

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Wixson moved to approve the variance request making the findings of fact, Commissioner Anderson seconded the motion. Motion passed unanimously

12. Zoning Case 13-Z-018: Hold a public hearing and consider action on the rezoning of a parcel located at 11350 Old 2243 W for 4.57 acres more or less; Parcel #R506064. Currently, the property is zoned LI-4-D (Light Industrial). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Blake Rue on behalf of Leander 2243 Investments, LLC.

a) Staff Presentation

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

b) Applicant Presentation

Blake Rue spoke on the purpose of the zoning.

c) Open Public Hearing

Chairman Seiler opened the public hearing
No Citizens wished to speak.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Wixson moved to approve the zoning change to PUD (Planned Unit Development) with staff recommendation and to require that 55% or more of the required masonry consists of brick or stone on their project. Commissioner Anderson seconded the motion. Motion passed unanimously.

13. Zoning Case #13-Z-029: Hold a public hearing and consider action on the rezoning of a tract of land located approximately 300 feet west of 183A and adjacent to the north extension of Woodview Dr, approximately 38.9 acres more or less out of the AW0006, Harmon. E.D. Survey; Parcels #R305748, #R322778, and #R031310. Currently, the property is zoned MF-2-A (Multi-Family) GC-3-A (General Commercial), SFS-2-B (Single Family Suburban), and SFR-1-B (Single Family Rural). The property is proposed to be zoned SFU-2-B (Single Family Urban), MF-2-A (Multi-Family), and GC-3-A (General Commercial). Leander, Williamson County, Texas. Applicant: Ryan Betz, (Betz Company) on behalf of Leander Developers 4, LTD, Noel Larson, and Wiley Leavitt Trust and Jeffrey Leavitt.

a) Staff Presentation

Martin Siwek, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Ryan Betz spoke on the purpose of the zoning.

c) Open Public Hearing

Chairman Seiler opened the public hearing
No Citizens wished to speak.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

Executive Summary

February 06, 2014

Agenda Subject:	Zoning Case #13-Z-029: Hold a public hearing and consider action on the rezoning of a tract of land located approximately 300 feet west of 183A and adjacent to the north extension of Woodview Dr, approximately 38.9 acres more or less out of the AW0006, Harmon. E.D. Survey; Parcels #R305748, #R322778, and #R031310. Currently, the property is zoned MF-2-A (Multi-Family), GC-3-A (General Commercial), SFS-2-B (Single Family Suburban), and SFR-1-B (Single Family Rural). The property is proposed to be zoned SFU-2-B (Single Family Urban), MF-2-A (Multi-Family), and GC-3-A (General Commercial). Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Ryan Betz, (Betz Company) on behalf of Leander Developers 4, LTD, Noel Larson, and Wiley Leavitt Trust and Jeffrey Leavitt.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the requested MF-2-A and GC-3-A, they recommended approval of SFU-2-A instead of the requested SFU-2-B at the January 23, 2014 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Proposed Zoning 5. Letter of Intent 6. Ordinance 7. Minutes - Planning & Zoning Commission January 23, 2014
Prepared By:	Tom Yantis, AICP Development Services Director 01/24/2014

PLANNING ANALYSIS

ZONING CASE 13-Z-029
Hwy 183A and Woodview Dr.

GENERAL INFORMATION

Owners: Wiley Leavitt Trust and Jeffrey Leavitt, Leander Developers 4, LTD.

Current Zoning: Interim SFR-1-B (Single Family Rural)
Interim SFS-2-B (Single Family Suburban)
MF-2-A (Multi-Family)
GC-3-A (General Commercial)

Proposed Zoning: MF-2-A (Multi-Family)
SFU-2-B (Single Family Urban)
GC-3-A (General Commercial)

Size and Location: The property is generally located 300 feet west of Hwy 183A and adjacent to the north side of the extension of Woodview Dr.

Staff Contact: Martin Siwek, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	MF-2-A GC-3-A	Undeveloped Commercial Property Undeveloped Commercial Property
EAST	GC-3-A	Undeveloped Commercial Property
SOUTH	SFU-2-B SFC-2-B SFS-2-B GC-3-A	Developed Residential: Ridgewood North Subdivision Crystal Crossing Phase 3 Subdivision under construction Existing Single Family Home Undeveloped Commercial Property
WEST	SFU-2-B SFU-2-B	Undeveloped Residential Property Developed Residential Property: Oakridge Sec. 2 Subdivision

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

MF – MULTI-FAMILY:

Features: Apartments (25 un./ac. if Type A; 18 un./ac. if Type B)

Intent: Development of multi-family dwelling structures. Such components are generally intended to serve as a buffer between single-family neighborhoods and more intensive uses such as commercial uses or arterial roadways. Such components are also intended to create more variety in housing opportunities and in the fabric of the community but are intended to be utilized in small areas to avoid large tracts devoted to strictly multi-family residential development. The goal is to avoid more than twenty-five (25) acres of contiguous land having a Multi-Family component. Access should be provided by a collector or higher classification street.

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.

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT:

TYPE 2:

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

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

(1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.

(2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.

(3) This component is intended to be combined with LO, LC, GC, LI and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

ARCHITECTURAL COMPONENTS:

TYPE A:

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

Intent:

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

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

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

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

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

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

TYPE B:

Features: 85% masonry 1st floor, 50% overall; 4 or more architectural features.

Intent:

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- 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 subject property is currently zoned MF-2-A (Multi-Family) district, Interim SFR-1-B (Single Family Rural) district, Interim SFS-2-B (Single Family Suburban) district, and GC-3-A (General Commercial) district. The properties to the north are zoned MF-2-A (Multi-Family) district, SFU-2-B (Single Family Suburban) district, and GC-3-A (General Commercial) district and are currently undeveloped. The properties to the east include undeveloped GC-3-A (General Commercial) zoning, and interim SFR-1-B (Single Family Rural) and interim SFS-2-B (Single Family Suburban) districts on the east side of Hwy 183A. The properties to the south include developed SFU-2-B (Single Family Urban) district known as the Oak Ridge subdivision, SFC-2-B (Single Family Compact) district containing the Crystal Crossings Phase 3 subdivision that is currently under construction, an interim SFS-2-B (Single Family Suburban) district which contains an existing residential structure and undeveloped GC-3-A (General Commercial) district. The properties located to the west include undeveloped SFU-2-B (Single-Family Urban) district which is also owned by Leander Developers 4 and will ultimately be incorporated into the development, a developed residentially zoned property of SFE-2-B (Single Family Estates) district known as the Overlook Estates subdivision, and property zoned SFU-2-B (Single Family Urban) district known as the Oakridge Section 2 subdivision.

The applicant is requesting to rezone a portion of the existing Multi-Family, General Commercial, and interim residentially zoned tracts to SFU-2-B (Single Family Urban) district, and rezone a portion of the existing General Commercial, and interim residentially zoned tracts to MF-2-A (Multi-Family) district. The proposed request meets an aspect of the Multi-Family intent statement pertaining to limits on the amount of contiguous acres zoned for Multi-Family properties. The intent statement notes that the goal is to avoid 25 acres or greater of contiguous land zoned as a Multi-Family district, and the existing zoned Multi-Family district contains approximately 32 acres. The new proposed zoning boundaries would break the existing Multi-Family zoned tract into two districts of approximately 18 and 14 acres, and would be separated by a single family zoned district of approximately 24 acres. The proposed location for the Multi-Family district satisfies the buffer and variety of housing type aspects of the Multi-Family intent statements. The proposed district would serve to buffer the Single Family zoned district to the west from the more intensively zoned commercial district to the east, and also contributes by providing more housing options.

However, the zone change would permit an approximately 500 foot stretch of single family zoned property to be immediately adjacent to the existing commercially zoned properties located on the proposed site's northeast corner. This is an item of concern, as it permits a single family use to be immediately adjacent to a more intensive commercially zoned property. If the applicant's request is approved as proposed, then zoning regulations would require that the owners' of the commercial property construct a six foot masonry wall to separate the proposed single family district from the commercial district at the time the commercial property develops.

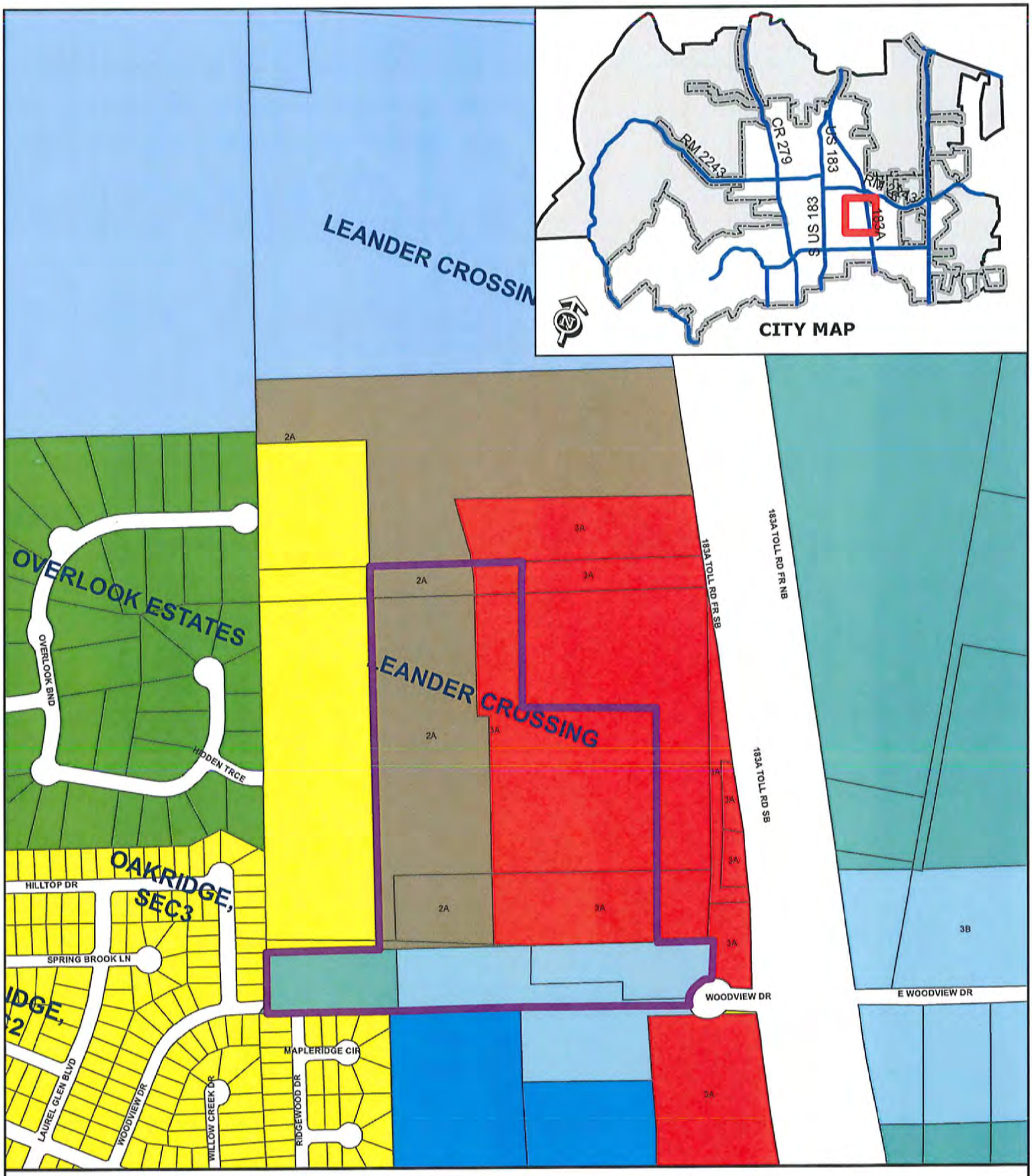
Furthermore, the applicant is also requesting to rezone a portion of the interim zoned single family tract to GC-3-A (General Commercial) district. This portion of the tract is adjacent to the current cul-de-sac known as Woodview Dr. just off of Hwy 183A. The rezoning of this tract would result in a consistent contiguous GC-3-A zoned district that moves north along Hwy 183A. Additionally, the property resides within a Community Center node as depicted on the node plan in the Comprehensive Plan. This node aims to encourage garden homes, condominiums, commercial/retail, and offices within it. These nodes work to reflect the character of the surrounding neighborhoods and might have a more suburban feel to them.

STAFF RECOMMENDATION:

Staff recommends approval of the requested SFU-2-B, MF-2-A, and GC-3-A proposed zoning districts. The requested zoning reduces the future impact of apartments on the development of the future residential subdivisions immediately to the west. The existing zoned Multi-Family tract would allow for apartments to be developed in a north/south orientation along approximately a quarter mile stretch of the residential neighborhood. The proposed zoning changes would break-up the contiguous Multi-Family zoned tract and reduce the over-all

exposure to any future single family residential communities from the Multi-Family development to the west of this property.

This proposed zoning request meets the comprehensive plan statements in that it is allowing for the opportunity of coordinated growth in this area of the City, and is enhancing the compatibility with the adjacent residentially zoned tracts. The proposed zoning request would have minimal conflict with the existing zoned districts and meets the intent statements of the composite zoning ordinance.



ZONING CASE 13-Z-029

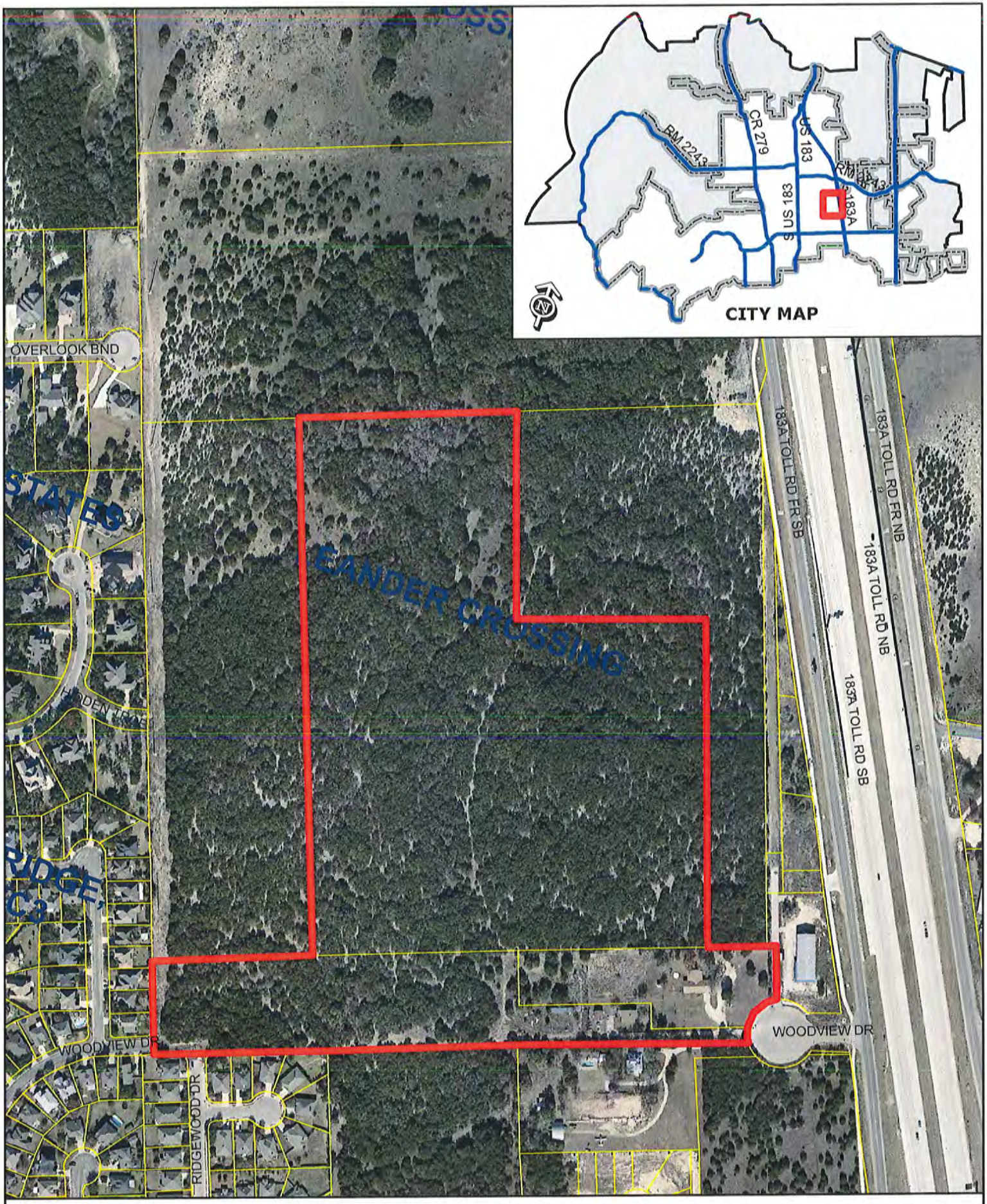
Attachment #2

Current Zoning Map
Leander Crossing
Hwy 183A and Woodview Dr

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

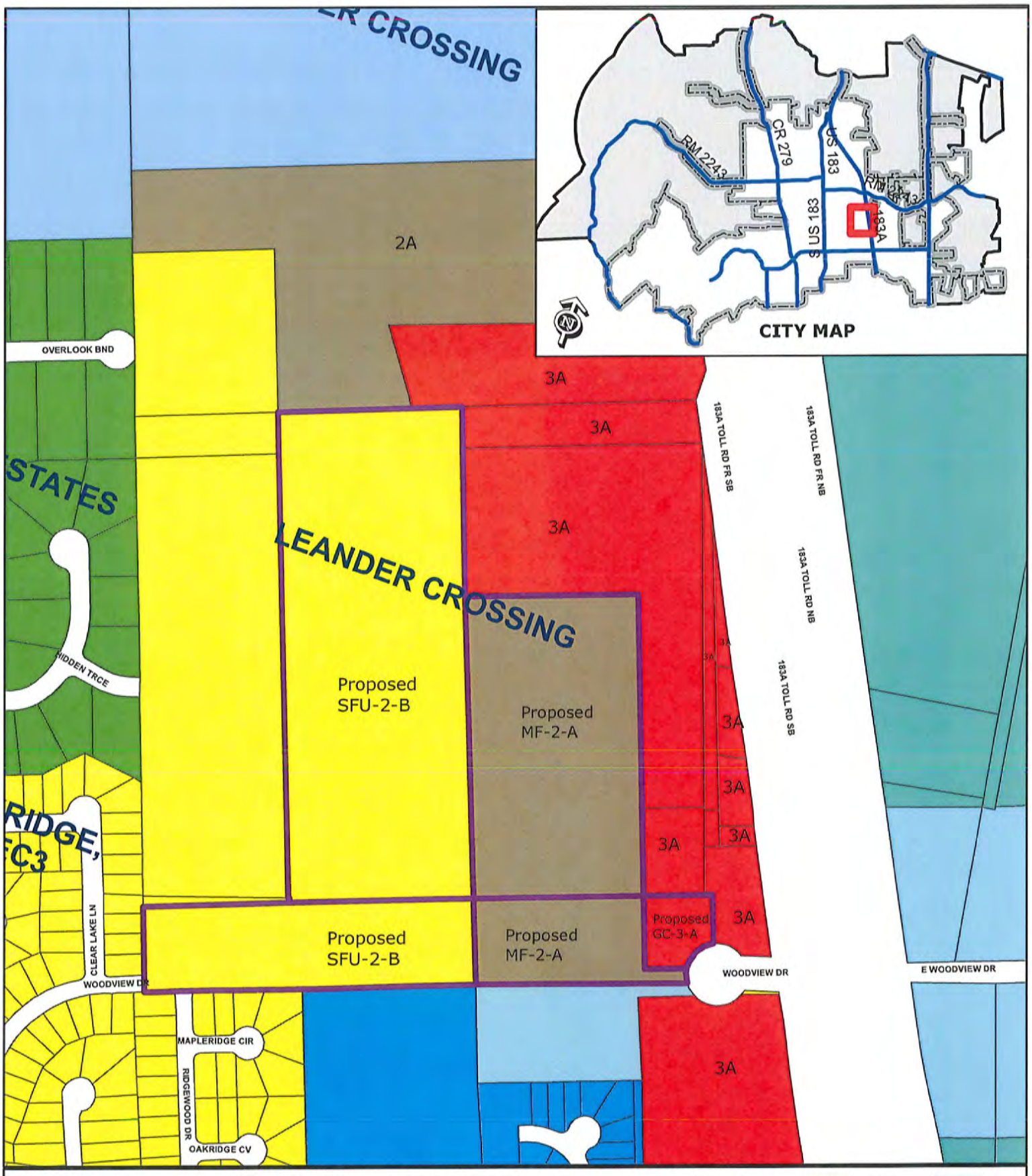


ZONING CASE 13-Z-029 Attachment #3

Aerial Exhibit - Approximate Boundaries
Hwy 183A and Woodview Dr.

0 200
Feet

Subject Property
City Limits



Zoning Case
13-Z-029
Attachment #4

Leander Crossing

Subject Property
- Proposed SFU-2-B
- Proposed MF-2-A
- Proposed GC-3-A

Annexation
- 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 Feet

Betz Company
5707 Willow Lane
Dallas, TX 75230

ATTACHMENT 5

December 28, 2013

Robin Griffin
Senior Planner
City of Leander
P.O. Box 319
Leander, TX 78646

Re: Letter of Intent for Proposed Rezoning of a portion of Leander Crossing

Dear Robin:

Please accept this letter regarding the proposed rezoning for approximately 38.9 acres ("Property") out of the original Leander Crossing ("Project"). The Project is a mixed use development, portions of which are in the Transit Oriented Development PUD ("T.O.D.") and portions that are within the conventional zoning areas in the City.

It is my intention to rezone the Property according to the attached Zoning Plan ("Plan").

SFU2B, GC3A, and MF2A zoning is the proposed zoning as shown on the Plan. These requests are justified for several reasons.

The additional 23.94 acres of SFU zoning area when combined with the existing 14.26 acres of SFU, provides a 38.2 acre single family housing tract will serve transition from the existing single family uses along the western edge contiguous to the Project. The 14 acres of MF2A will provide an attractive housing alternative to single family detached product and provide support for area commercial development. The more compact design will support a walkable environment that utilize the amenities of the nearby T.O.D. The .94 acre GC3A area will provide a continuation of the current commercial area for regional shopping and employment centers along the 183A corridor.

I look forward to working with you on the rezoning of this Property.

Cordially,

Ryan Betz
Manager

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING THREE PARCELS OF LAND FROM MF-2-A (MULTI-FAMILY), GC-3-A (GENERAL COMMERCIAL), INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN), AND INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO MF-2-A (MULTI-FAMILY), GC-3-A (GENERAL COMMERCIAL), AND SFU-2-B (SINGLE-FAMILY URBAN); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

Whereas, after giving at least ten days written notice to the owners of land within two hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

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

Section 2. Amendment of Zoning Ordinance. Ordinance No. 05-018, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 38.9 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 599 and 561 Woodview Drive, Leander, Texas; legally described as 38.9 acres out of the E.D. Harmon Survey described in Exhibit "B", more particularly described in Document Numbers 2005077774, 2013039997, and 2013039995 of the Official Public Records of Williamson County, Texas, and identified by tax identification numbers R305748, R322778, and R031310.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from MF-2-A (Multi-Family), GC-3-A (General Commercial), Interim SFS-2-B (Single Family Suburban), and Interim SFR-1-B (Single Family Rural) to MF-2-A (Multi-Family), GC-3-A (General Commercial) and SFU-2-B (Single-Family Urban) as shown in Exhibit "C".

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

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

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

PASSED AND APPROVED on First Reading this the 6th day of February, 2014.
FINALLY PASSED AND APPROVED on this the 20th day of February, 2014.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

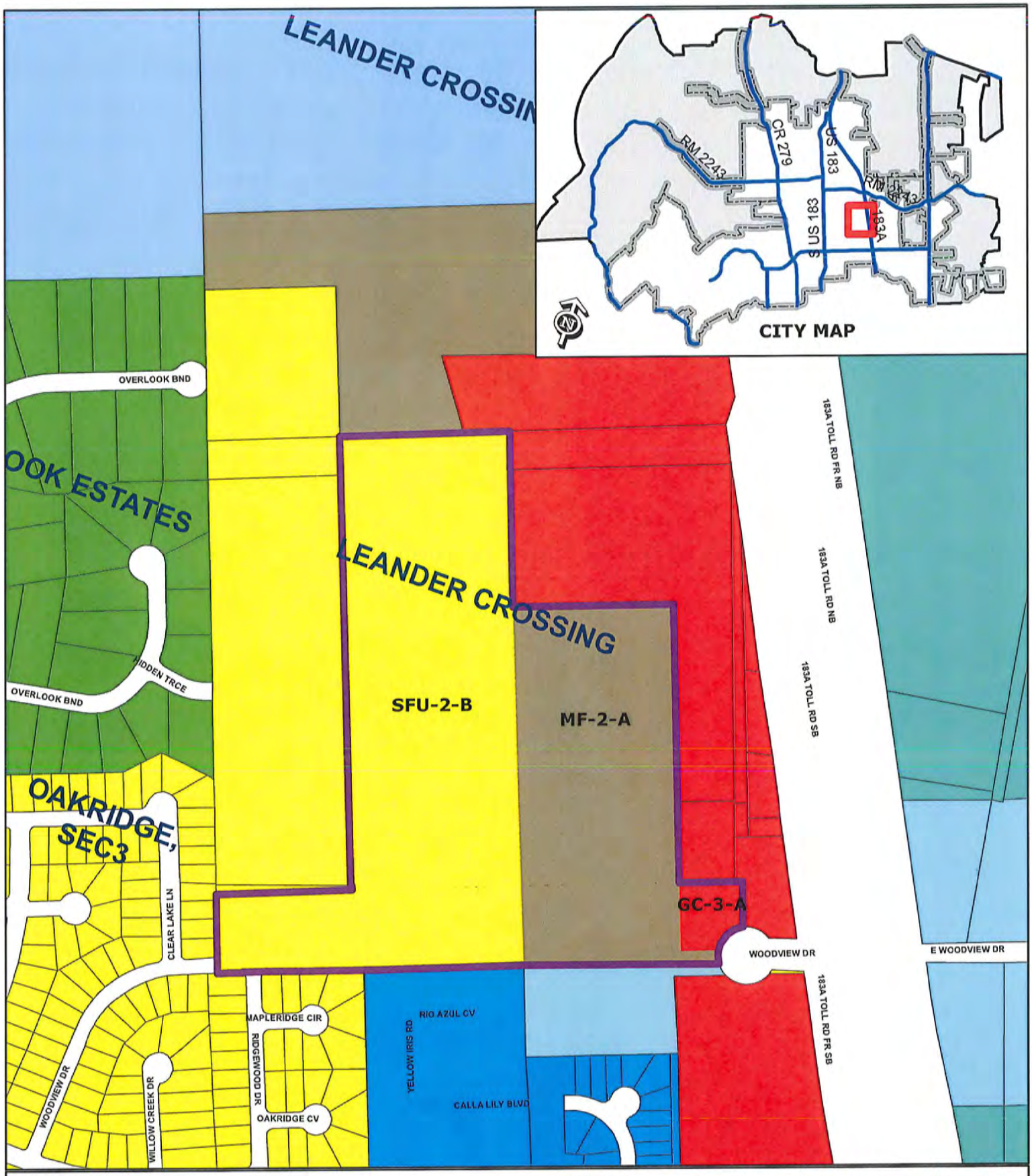


EXHIBIT A

Zoning Case 13-Z-029

Leander Crossing

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

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

0 200 Feet

EXHIBIT B

Field Notes for a 38.9 +/- Acre Tract of Land

Being a 38.9 +/- acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas, said 38.9 +/- acre tract being more particularly described by metes and bounds as follows:

Beginning at the southwest corner of the Wiley Leavitt Jr. tract recorded in Volume 1862, Page 407 of Williamson County Official Public Records, said corner being the southwest corner of the herein described tract;

Thence, with a westerly line of the herein described tract, N. 19°09'30" W., 268.82 feet, , to a northwesterly corner of the herein described tract, the northwest corner of the Wiley Leavitt Jr. tract;

Thence, along the north line of the Wiley Leavitt Jr. tract, N. 70°51'30" E., 440.83 feet to an interior corner of the herein described tract;

Thence, with the west line of the herein described tract, N. 19°12'12" W., 1411.97 feet, to the northwest corner *of* the herein described tract, and an interior point of the Leander Developers 4 tract ;

Thence, with the north line *of* the herein described tract, N. 70°47'16" E., 552.44 feet to a northeasterly corner of the herein described tract;

Thence, with an easterly line *of* the herein described tract, S. 19°01'30" E., 524.28 feet to an interior corner of the herein described tract;

Thence, with a northerly line *of* the herein described tract, S. 71°24'35" W., 523.67 feet to a northeasterly corner of the herein described tract;

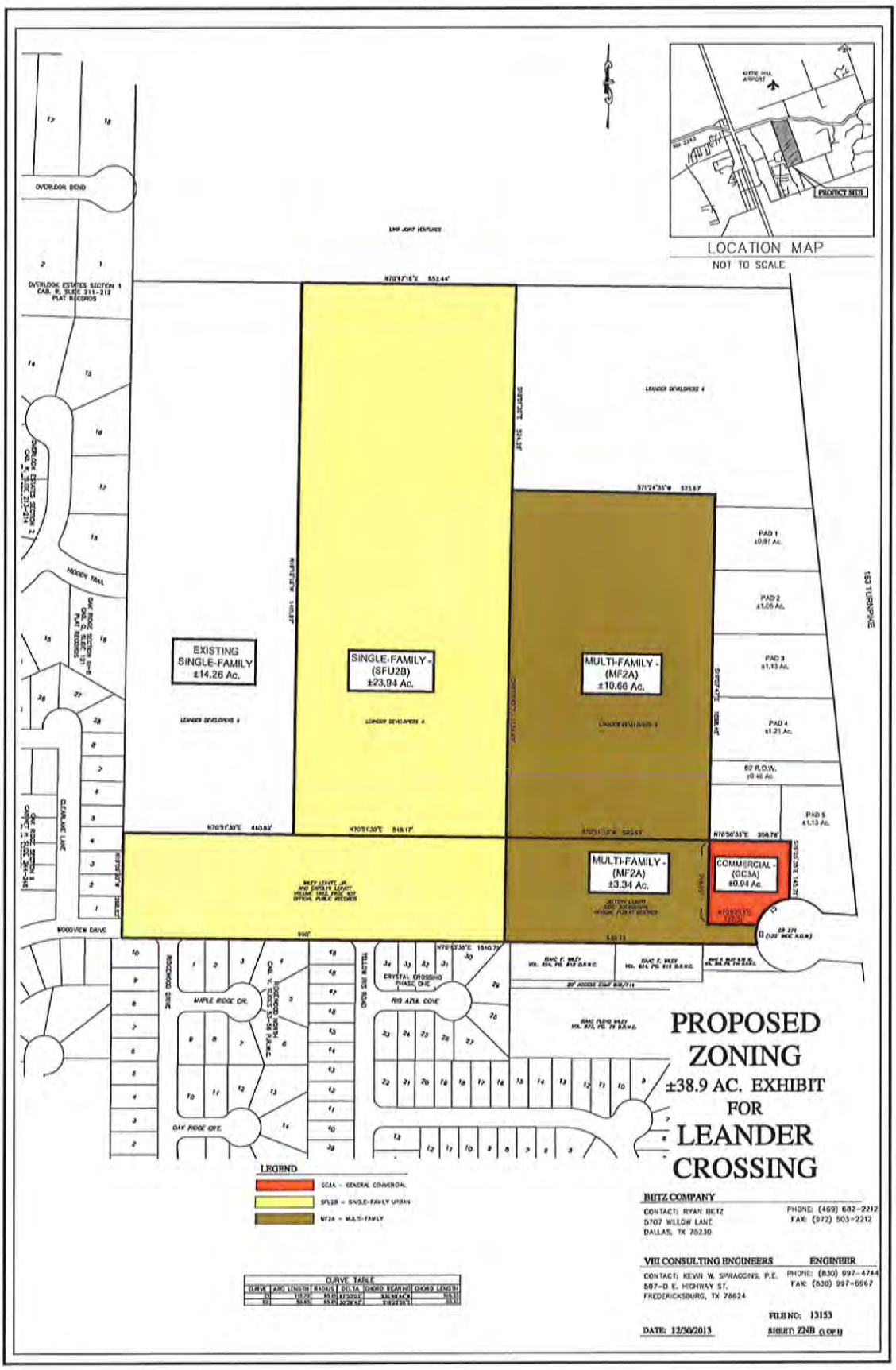
Thence, with an easterly line *of* the herein described tract, S. 19°07'47" E., 883.44 feet to an interior corner of the herein described tract;

Thence, with a northerly line *of* the herein described tract, N. 70°50'35" E., 208.78 feet to a northeasterly corner of the herein described tract;

Thence, with the east line of the herein described tract, S. 19°05'38" E., 145.71 feet to the point-of-curvature of a curve to the left whose delta is 67°50'03 ", whose radius is 95.21 feet, whose chord bears, S. 30°49'44" W., 106.25 feet, and whose delta is 30°39'43 ", whose radius is 95.21 feet, whose chord bears, S. 18°25'09" E., 50.35 feet to the southeast corner of the herein described tract;

Thence, with the south line Jeffrey Leavitt tract, recorded in Doc. 2002055976 Official Public Records of Williamson County, and the Wiley Leavitt Jr. tract, and being the south line of the herein described tract the following bearings, and distances, S. 70°43'36" W., 1640.79 feet to the **Point-of-Beginning** and containing 38.9 +/- acres of land.

EXHIBIT C


LOCATION MAP
NOT TO SCALE
PROJECT SITE
EXISTING SINGLE-FAMILY ±14.26 Ac.
SINGLE-FAMILY - (SFU2B) ±23.94 Ac.
MULTI-FAMILY - (MF2A) ±10.66 Ac.
MULTI-FAMILY - (MF2A) ±3.34 Ac.
COMMERCIAL - (GC3A) ±0.94 Ac.
PAD 1 ±0.97 Ac.
PAD 2 ±1.06 Ac.
PAD 3 ±1.13 Ac.
PAD 4 ±1.21 Ac.
PAD 5 ±1.13 Ac.
OVERLOOK BEND
HOODY TRAIL
CLEARLAKE LANE
WOODVIEW DRIVE
MAPLE RIDGE DR.
OAK RIDGE DR.
RIO AZUL COVE
CRYSTAL CROSSING PHASE ONE
LEGEND
GC3A - GENERAL COMMERCIAL
SFU2B - SINGLE-FAMILY URBAN
MF2A - MULTI-FAMILY
CURVE TABLE
PROPOSED ZONING
±38.9 AC. EXHIBIT FOR
LEANDER CROSSING
BIITZ COMPANY
CONTACT: RYAN BIETZ
5707 WILLOW LANE
DALLAS, TX 75230
PHONE: (469) 682-2212
FAX: (972) 503-2212
VEI CONSULTING ENGINEERS
ENGINEER
CONTACT: KEVIN W. SPRAGGINS, P.E.
507-D E. HIGHWAY 57.
FREDERICKSBURG, TX 78624
PHONE: (830) 997-4744
FAX: (830) 997-5967
FILE NO: 13153
DATE: 12/30/2013
SHEET: 2NB (1 OF 1)

a) Staff Presentation

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

b) Applicant Presentation

Blake Rue spoke on the purpose of the zoning.

c) Open Public Hearing

Chairman Seiler opened the public hearing
No Citizens wished to speak.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Wixson moved to approve the zoning change to PUD (Planned Unit Development) with staff recommendation and to require that 55% or more of the required masonry consists of brick or stone on their project. Commissioner Anderson seconded the motion. Motion passed unanimously.

13. Zoning Case #13-Z-029: Hold a public hearing and consider action on the rezoning of a tract of land located approximately 300 feet west of 183A and adjacent to the north extension of Woodview Dr, approximately 38.9 acres more or less out of the AW0006, Harmon. E.D. Survey; Parcels #R305748, #R322778, and #R031310. Currently, the property is zoned MF-2-A (Multi-Family) GC-3-A (General Commercial), SFS-2-B (Single Family Suburban), and SFR-1-B (Single Family Rural). The property is proposed to be zoned SFU-2-B (Single Family Urban), MF-2-A (Multi-Family), and GC-3-A (General Commercial). Leander, Williamson County, Texas. Applicant: Ryan Betz, (Betz Company) on behalf of Leander Developers 4, LTD, Noel Larson, and Wiley Leavitt Trust and Jeffrey Leavitt.

a) Staff Presentation

Martin Siwek, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Ryan Betz spoke on the purpose of the zoning.

c) Open Public Hearing

Chairman Seiler opened the public hearing
No Citizens wished to speak.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Saenz moved to approve the requested zoning change to MF-2-A and GC-3-A and recommended approval of SFU-2-A instead of the requested SFU-2-B. Commissioner Stephenson seconded the motion. Motion passed unanimously.

14. Discussion and possible action on a proposed Subdivision Ordinance amendment relating to the option of posting fiscal surety for subdivision infrastructure improvements.

Commissioner Sokol made a motion to table the next two agenda items due to bad weather. Commissioner Stephenson seconded the motion. Motion passed unanimously.

a) Staff Presentation
b) Applicant Presentation
c) Open Public Hearing
d) Close Public Hearing
e) Discussion
f) Consider Action

15. Work session to discuss Sign Ordinance

This item was postponed till the next meeting due to bad weather.

a) Staff Presentation
b) Discussion
c) Consider Action

16. Meeting adjourned **@ 8:34 pm**

_____
Chairman Seiler

ATTEST: _____
Ellen Pizalate, P & Z Secretary

Executive Summary

February 6, 2014

Agenda Subject:	Consideration of an agreement to terminate the development agreement with Sixth Street Capital Investors, L.P., and Devine Land Investments, LLC, originally approved January 15, 2009.
Background:	The City received a request from the owners of the X-Park property requesting the termination of the development agreement in order to allow them to market the property for sale for other uses without the property being encumbered by the development agreement. The property will also be required to be rezoned from its current PUD zoning once a development proposal for the site is submitted.
Origination:	Applicant
Financial Consideration:	None.
Recommendation:	Staff recommends approval of the termination agreement.
Attachments:	1. Termination of Development Agreement
Prepared By:	Tom Yantis, AICP Development Services Director 01/29/2014

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AGREED TERMINATION OF DEVELOPMENT AGREEMENT

This Agreed Termination of Development Agreement ("Agreed Termination") is made and entered into and effective as of the ____ day of _____, 2014 (the "Effective Date") by and among the City of Leander, Texas, a Texas home-rule municipal corporation (the "City"), Sixth Street Capital Investors, L.P., a California limited partnership ("Sixth Street") and Devine Land Investments, LLC, a Nevada limited liability company ("DLI"). The City, Sixth Street and DLI are sometimes referred to herein as the "Parties." The Parties agree as follows:

RECITAL

WHEREAS, Sixth Street Capital Investors, L.P. and City entered into the Second Amended and Restated Development Agreement for the X-Park USA Development having an effective date of January 15, 2009 (the "Agreement");

WHEREAS, the Agreement pertains to the development of approximately 203 acres of land, more particularly described in the attached Exhibit "A" (the "Property");

WHEREAS, Sixth Street conveyed approximately 119 acres of the Property to DLI by a deed recorded in Document No. 2009044349, Official Public Records of Williamson County, Texas; and

WHEREAS, pursuant to Section 3.06 of the Agreement, the Parties desire to terminate the Agreement.

NOW, THEREFORE, in consideration of the above stated premises and the mutual covenants stated herein, the Parties agree as follows:

1. The Agreement is hereby terminated as of the date hereof.

2. Pursuant to Section 7.02 of the Agreement, all approvals and variances granted pursuant to the Agreement, including the Concept Plan, and Site Development Plan 07-SD-015, as defined in the Agreement, are hereby terminated; provided, however, that any zoning of the Property is not affected by this Agreed Termination. Any applications submitted to the City related to Development of the Property for which approval is pending are hereby withdrawn.

3. The Parties acknowledge and agree that the termination of the Agreement relieves the Parties from any further obligations and liabilities under the Agreement after the date of this Agreed Termination.

4. The Parties shall execute and record a release of the Memorandum of Agreement in the official public records of Williamson County, Texas (the "**Release**") within sixty (60) days after the Effective Date. The Release shall be in the form as attached hereto as Exhibit "B".

5. This Agreed Termination, together with any exhibits attached hereto, constitutes the entire agreement between Parties hereto, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

CITY OF LEANDER, TEXAS

By: _____
Chris Fielder, Mayor
Date: _____

Attest:

By: _____
Name: Debbie Haile
Title: City Secretary

SIXTH STREET CAPITAL INVESTORS, LP
a California Limited Partnership

By: _____
Name: Gary B. Blackwell
Title: General Partner

DEVINE LAND INVESTMENTS, LLC
a Nevada Limited Liability Company

By: _____
Name: Gary B. Blackwell
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2014, by Chris Fielder, Mayor of City of Leander, Texas.

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2014, by Gary B. Blackwell, General Partner of Sixth Street Capital Investors, LP, a California Limited Partnership.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2014, by Gary B. Blackwell, _____ of Devine Land Investments, LLC, a Nevada Limited Liability Company.

_____
Notary Public, State of _____

EXHIBIT "A"
Property Description

EXHIBIT "B"

AFTER RECORDING, RETURN TO:

_____

_____

_____

_____

RELEASE OF MEMORANDUM OF AGREEMENT

THIS RELEASE OF MEMORANDUM OF AGREEMENT (this "**Release**") is made and executed as of this ____ day of February, 2014, by and among the City of Leander, Texas, a Texas home-rule municipal corporation (the "City"), Sixth Street Capital Investors, L.P., a California limited partnership ("Sixth Street") and Devine Land Investments, LLC, a Nevada limited liability company ("DLI"). The City, Sixth Street and DLI are sometimes referred to herein as the "Parties."

Recitals

WHEREAS, The Parties entered into that certain Development Agreement for the Texas X-Park Development dated June 1, 2006, and that certain Second Amended and Restated Development Agreement for the X-Park USA Development having an effective date of January 15, 2009 (the "Agreements"), regarding certain property in Williamson County, Texas, described on Exhibit A attached hereto (the "**Property**").

WHEREAS, a certain Memorandum of Agreement with regard to the Agreements was executed by the Parties effective _____, and was recorded at Document No. _____, Official Public Records of Williamson County, Texas (the "**Memorandum of Agreement**").

WHEREAS, the Agreements have been terminated by agreement of the Parties, and therefore, the parties desire to terminate the Memorandum of Agreement and release the Property from the effect of the Memorandum of Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby fully release the Property from the effect of the Memorandum of Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, this Release has been executed as of the date first set forth above.

CITY OF LEANDER, TEXAS

By: _____
Chris Fielder, Mayor
Date: _____

Attest:

By: _____
Name: Debbie Haile
Title: City Secretary

SIXTH STREET CAPITAL INVESTORS, LP
a California Limited Partnership

By: _____
Name: Gary B. Blackwell
Title: General Partner

DEVINE LAND INVESTMENTS, LLC
a Nevada Limited Liability Company

By: _____
Name: Gary B. Blackwell
Title:

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2014, by Chris Fielder, Mayor of City of Leander, Texas.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2014, by Gary B. Blackwell, General Partner of Sixth Street Capital Investors, LP, a California Limited Partnership.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2014, by Gary B. Blackwell, _____ of Devine Land Investments, LLC, a Nevada Limited Liability Company.

_____
Notary Public, State of _____

Executive Summary

February 06, 2014

Agenda Subject:	Consideration of a License Agreement for the installation and maintenance of landscaping, irrigation, and signage within the City right-of-way.
Background:	The Crystal Falls HOA and Taylor Morrison has requested a license agreement to allow them to install and maintain the landscaping, irrigation, and signage, within City rights-of-way of Osage Drive as shown in the attached exhibits.
Origination:	Applicant: Michael Slack (Director of Development, Taylor Morrison) on behalf of the Crystal Falls HOA.
Financial Consideration:	None
Recommendation:	Staff recommends approval of the proposed license agreement
Attachments:	1. License Agreement 2. Exhibits
Prepared By:	Tom Yantis, AICP Development Services Director 01/30/2014

LICENSE AGREEMENT

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis County, Texas ("the City"), and Crystal Falls HOA (the "Licensee"), enter into this License Agreement ("Agreement") on this the ___ day of _____, 2014, upon the terms and conditions set forth below.

I. **PURPOSE OF LICENSE AGREEMENT.**The City hereby grants to Licensee permission to use the property, located within portions of the right-of-way and center medians along Osage Drive between Homecoming Court and N. Lakeline Boulevard,being more particularly shown on Exhibit "A" attached hereto and incorporated herein for all purposes(the "licensed property"), for the following purposes only: (1) the maintenance of existing signs identifying the Highlands Subdivision and providing related community information, (the "Signs"); (2) the installation of landscaping; (3) the installation of an irrigation system for the landscaping; and (4) the repair, maintenance and replacement of the Signs, landscaping and irrigation system, asshown on Exhibit "A"attached hereto. The Signs, landscaping and irrigation system are sometimes collectively referred to hereinas the "improvements".

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

Licensee agrees and Licensor acknowledges that all construction, installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted. Licensee shall not enlarge any of the improvements previously existingwithout first seeking approval from the City.

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

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

III. CITY'S RIGHTS TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensee, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property. The uses of the licensed property are subject to the City'sright to interfere with or destroy Licensee's use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time without notice, and assuming no obligation to Licensee, to remove any of the improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety.The City shall provide Licensee as much advance notice as practicable of any event which may lead to removal of the licensed improvements and/or planned removal of the licensed improvements.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the city and licensed to do business in Texas, with a combined single limit of not less than $600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each such policy shall be delivered to the City Manager of City on or before the Licensee's use or occupancy of the licensed property.

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

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

VI. CONDITIONS.A.Licensee's Responsibilities. Licensee will be responsible for any and all damage to or approved relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, thatis damaged by or on behalf of Licensee as a result of activities under this Agreement.

B. Maintenance. Licensee shall maintain the licensed property in good repair and appearance during the term of this Agreement. Licensee shall maintain the licensedproperty by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled

by Licensee at its expense. Further, the City may require Licensee to take action to maintainthe licensed property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within ten(10) days following receipt of a written request from the City.

C. Removal or Modification. Licensee agrees that removal or modification of any of the improvements now existing or to be later placed on the licensed property shall be at Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the improvements, said removal or modification shall be at Licensee's sole discretion.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work and the City may terminate this Agreement. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

Licensee Address

Crystal Falls HOA
1001 Crystal Falls Parkway
Leander, TX 78641

City Address

City of Leander
Attn: City Manager
P. O. Box 319
Leander, Texas 78646-0319

With Copy to:

Knight & Partners
223 W. Anderson Lane Ste. A-105
Austin, TX 78752

or to such other addresses which either party may so designate by sending notice as aforesaid.

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property

shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate,as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made, and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. All installations of Licensee on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

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

B. Termination by City. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City and deemed to be in the public interestif:

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

2. Use of the licensed property becomes necessary for a public purpose;

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

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

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

If Licensee abandons or fails to maintain the licensed property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of theimprovements and collect from Licensee the City's actual expenses incurred in connection therewith.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property the Citywill, to the extent permitted by law, cooperate withLicensee to effect the removal ofLicensee's affected installations and the improvements thereon,at Licensee's sole expense.Licensee shall be entitled to retain all monies paid by thecondemning authority to Licensee forLicensee's installations taken, if any.

X. INTERPRETATION. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more stronglyfor or against either party.

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

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

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. ThisAgreement and all of the covenants herein shall run with the land; therefore, the conditions setforth herein shall inure to and bind each party's successors and assigns. Either party maywaive any default of the other at any time by written instrument, without affecting or impairing any right arisingfrom any subsequent or other default.Licensee shall cause anyimmediate successors-in-interestto have actual notice of this Agreement.

XIV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonablywithheld. Subject to the assignee's compliance with the insurance requirements set forthherein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer ofany of Licensee's rights in this Agreement, including the name, address, and contact person ofthe assignee, along with the date of assignment or transfer.

TERMS AND CONDITIONS ACCEPTED, this the ___ day of _____, 2014.

LICENSEE: CRYSTAL FALLS HOA

By: _____
Name: William R. Hinckley
Title: President

LICENSOR: CITY OF LEANDER

By: _____
Name: Kent Cagle
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2014, by Kent Cagle, City Manager, City of Leander, Texas, on behalf of the City.

Notary Public - State of Texas

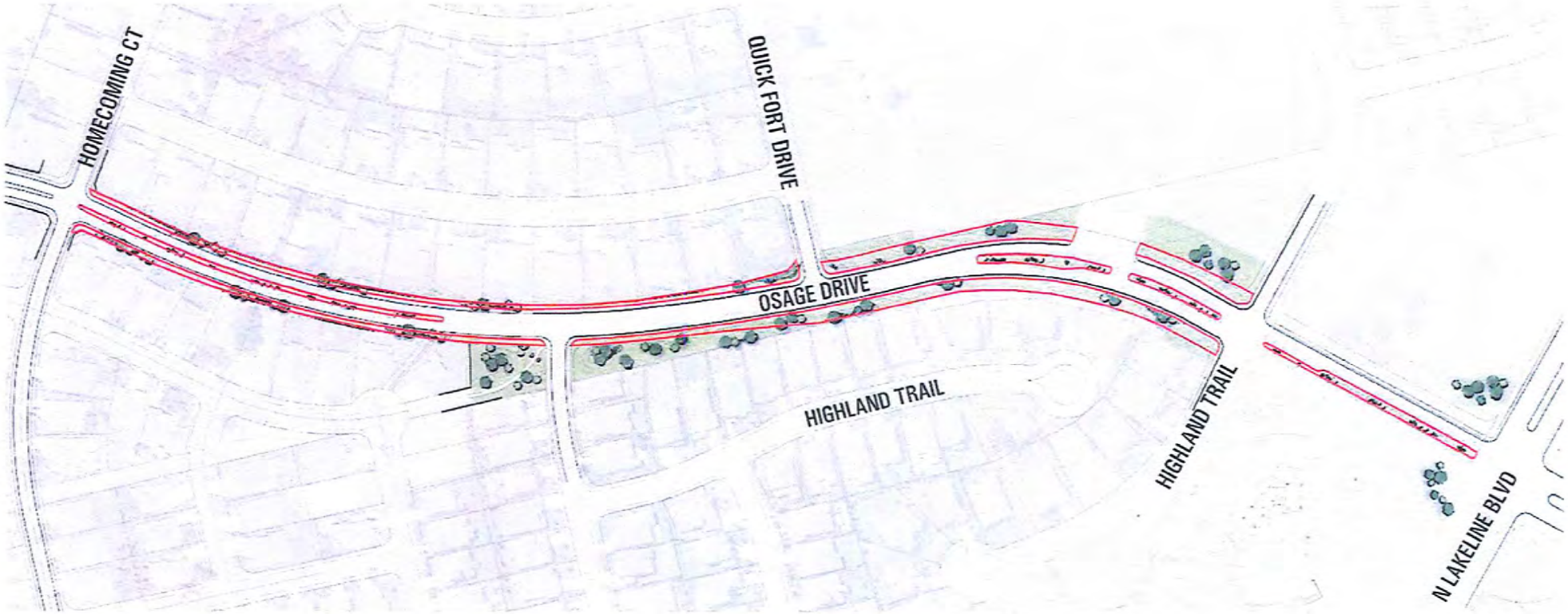
THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on this the ____ day of _____, 2014, by _____, and Licensee as stated herein and authorized to execute this Agreement on behalf of said entity.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:
City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319

Exhibit A



ENHANCEMENTS WITHIN RIGHT OF WAY

N.T.S.

Crystal Falls Landscape Enhancements
Osage Drive

JANUARY 02, 2014

The information shown is based on the best information available and is subject to change without notice.

TBG

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/04/2013

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

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

PRODUCER

Willis of Florida, Inc.
c/o 26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S)AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322-000
INSURER B: XL Specialty Insurance Company	37885-001
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Taylor Morrison, Inc.
4900 N. Scottsdale Road
Suite 2000
Scottsdale, AZ 85251

COVERAGES **CERTIFICATE NUMBER:** 19467473 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		CGD7409070	3/1/2013	3/1/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
	X $2M Comp/Op Occ						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			CAH740906601	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY(Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY(Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X $1000 Ded Comp / X $1000 Ded Collision							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CWD7409217	3/1/2013	3/1/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additonal Remarks Schedule, if more space is required)

Named Insured includes: Taylor Morrison of Texas, Inc and Taylor Morrison at Crystal Falls, LLC

Address: 805 Las Cimas Pkwy, Suite 350, Austin, TX 78746

City of Leander is an Additional Insured as required by written contract. Waiver of subrogation applies by written contract.

CERTIFICATE HOLDER

City of Leander
701 Leander Drive
Leander, TX 78641

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Executive Summary

February 6, 2014

Agenda Subject: Discussion and action regarding the renaming of a portion of CR 290.

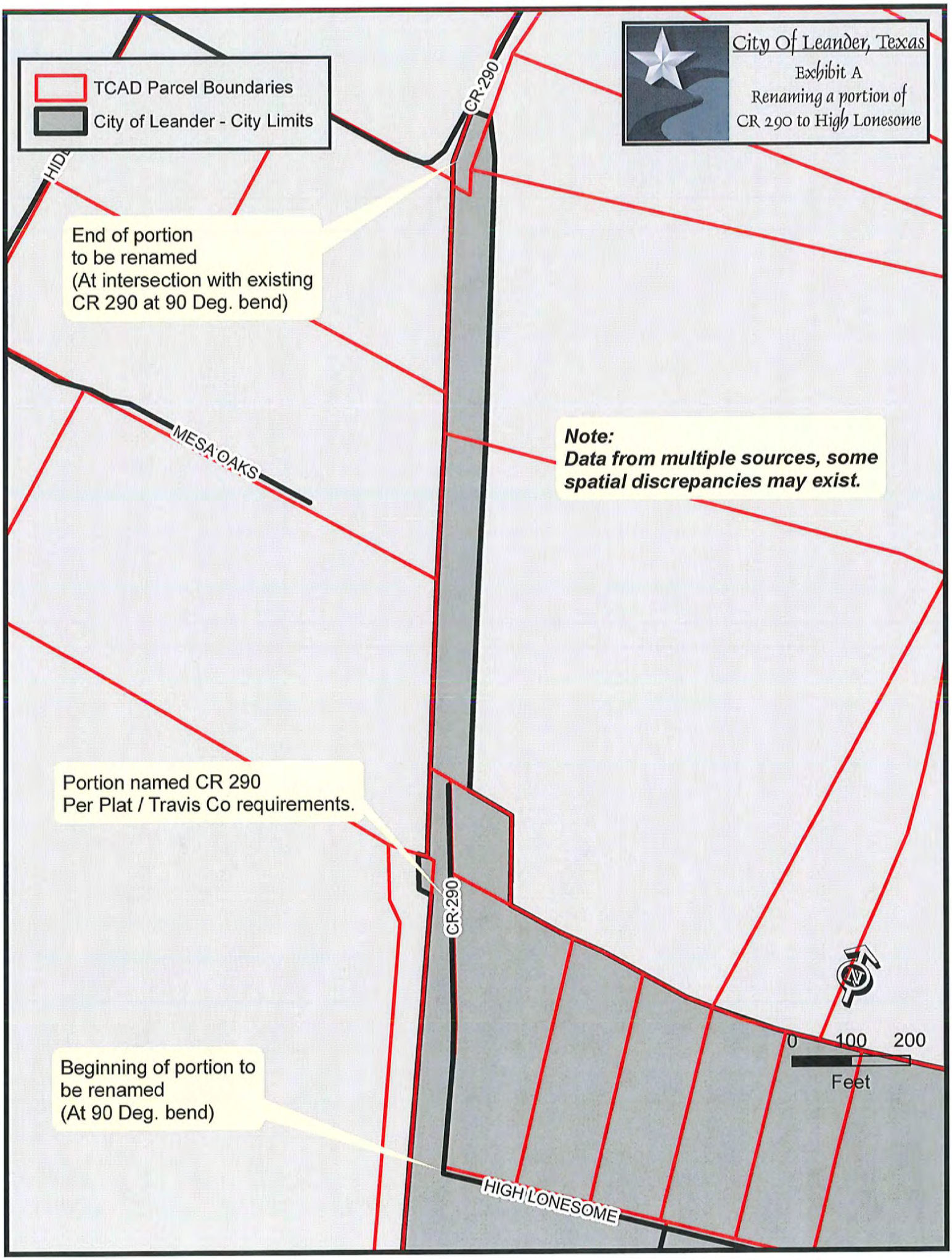
Background: In order to provide consistency in street naming and addressing to improve service delivery and emergency services response times, the City attempts to designate continuous sections of roadways with a single name. Additionally, recently annexed areas with existing County roads are typically renamed as City streets after annexation. The road under consideration in this agenda item falls in both categories and the renaming allows for continuation of street names and renaming of County roads that have been annexed.

On December 5, 2013, the City completed the annexation of an area including the extension of CR 290. The right-of-way included in the annexation had been a private roadway that was addressed as CR 290. Now that the right-of-way is within the City limits and has been dedicated as public right-of-way, staff recommends renaming the roadway to High Lonesome which is the name of the road as it enters the Grand Mesa subdivision.

Staff received a request for the renaming from The Lookout Group, the developer of Crystal Falls and the Grand Mesa subdivision. Staff also notified the one resident along the area to be renamed whose residential address will be affected and he is supportive of the change.

Origination: Development Services Department

Financial Consideration:	The cost of replacing street signs will come from the Public Works Department budget.
Recommendation:	Based upon Council direction, staff will verify that the proposed street name is acceptable from an addressing perspective and will notify property owners along the stretch proposed to be renamed.
Attachments:	1. Map of area proposed for renaming 2. Request for renaming from The Lookout Group
Prepared By:	Tom Yantis, AICP Director of Development Services 01/29/2014


City Of Leander, Texas
Exhibit A
Renaming a portion of
CR 290 to High Lonesome
TCAD Parcel Boundaries
City of Leander - City Limits
CR 290
End of portion
to be renamed
(At intersection with existing
CR 290 at 90 Deg. bend)
MESA OAKS
Note:
Data from multiple sources, some
spatial discrepancies may exist.
Portion named CR 290
Per Plat / Travis Co requirements.
CR 290
Beginning of portion to
be renamed
(At 90 Deg. bend)
HIGH LONESOME
0
100
200
Feet

Tom Yantis

From: Mike Siefert [mike@mycrystalfalls.com]
Sent: Thursday, January 16, 2014 1:38 PM
To: Tom Yantis
Cc: Sean Lafferty; Robin Griffin
Subject: CR 290 Roadway Name Change- Formal Request
Attachments: 20140116131345616.pdf

Tom-

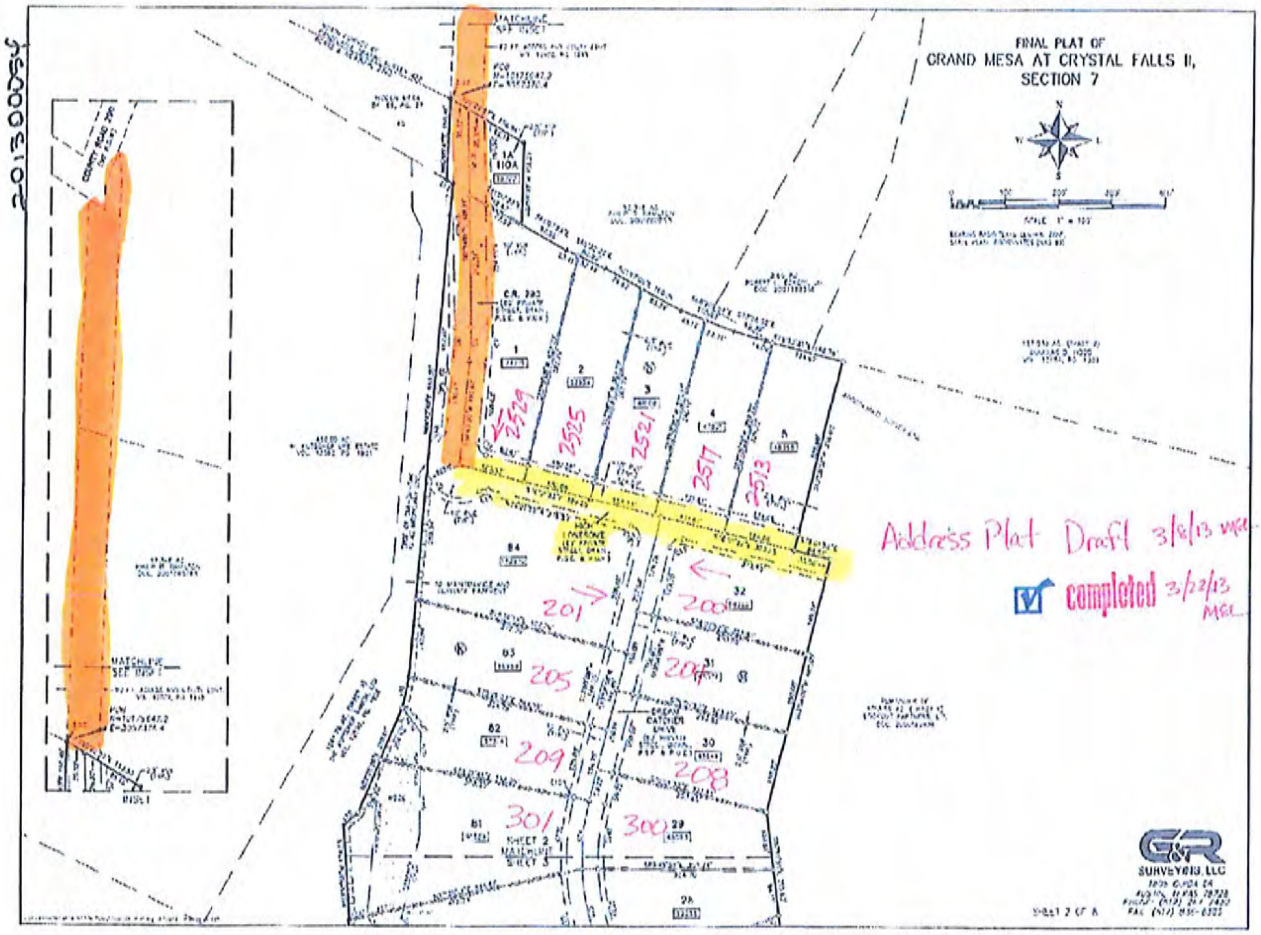
Please let this email serve as my formal request to change the name of a portion of roadway located in the City of Leander from CR290 to High Lonesome, as shown in the attached exhibit.

Thank you,

Mike Siefert, P.E.
Vice President of Construction
The Lookout Development Group, Inc.
1001 Crystal Falls Pkwy.
Leander, Texas 78641
512.260.2066 (office)
512.948.6313 (cell)

"Best Master Planned Community", awarded by the Austin Business Journal
"Best Overall Community", awarded by the Austin Home Builders Association

Visit www.mycrystalfalls.com for more information



Currently Named High Lonesome

Proposed to change from CR290 to High Lonesome

Executive Summary

February 6, 2014

Council Agenda Subject: Consideration of Ordinance setting Speed Limits for Journey Parkway (Formerly CR179).

Background: A Speed Zone Study for Journey Parkway (formerly CR179) has been completed by the Engineering Department. The sealed, signed Speed Study Strip Map for Journey Parkway supporting the proposed speed limit will be attached to the executed ordinance as Exhibit "A". The existing speed limit is currently 40 mph for all of Journey Parkway. The proposed speed limit from the intersection of Journey Parkway and Ronald Reagan Blvd. to the intersection of Journey Parkway and County Road 175 is 45 mph. The speed study for Journey Parkway supports an increase in the speed limit from 40 mph to 45 mph based on the 85th percentile speed as determined by the study and the recent widening of the roadway from a 22 foot to a 45 foot section with bike lanes and sidewalks. Evaluation of these added factors supports increasing the speed limit to 45 mph.

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

Financial Consideration: Cost of speed limit signage and installation by Street Department is estimated at $600.00.

Recommendation: Staff requests approval of the proposed ordinance setting speed limits on Journey Parkway at 45 mph.

Attachments: Proposed Ordinance; Note: Speed Study Strip Maps are approximately 15 feet long, are not attached, but are available for review in paper or electronic formats.

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

ORDINANCE NO. _____

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

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

Whereas, an Engineer for the City has conducted traffic studies and analyses resulting in the recommendations for the installation and erection of speed control signs along certain roadways in the City; and

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

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

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

Section 2. Speed Zone(s). The Speed Zone(s), as further detailed in Exhibit "B", are established as follows:

SPEED ZONE: JOURNEY PARKWAY (formerly CR179)

FOR EASTBOUND TRAFFIC

Beginning at the intersection of Journey Parkway and Ronald Reagan Blvd, continuing eastward until the intersection of Journey Parkway and County Road 175, there being established a prima facie maximum speed limit of 45 miles per hour.

FOR WESTBOUND TRAFFIC

Beginning at the intersection of Journey Parkway and County Road 175, continuing westward until the intersection of Journey Parkway and Ronald Reagan Blvd. there being established a prima facie maximum speed limit of 45 miles per hour.

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

Section 4. Traffic Control Speed Signs. The City Council hereby orders and directs that the traffic Speed Zone signs hereinafter set forth in Exhibit "B" be placed, installed and erected at the locations designated herein, and that each such sign and device be hereafter maintained and enforced by the City. The signs indicate the prima facie speed limit in the direction facing the sign. Exhibit "B" is incorporated hereby as though fully transcribed herein for all purposes. In Exhibit "B", the term "controlled" as listed in column two refers to the street which the speed control sign for that line shall regulate and control traffic passing the location of the device indicated in column one. Each speed control sign placed along the location listed in column one of Exhibit "B" shall require traffic traveling on the section of roadway listed in the second column to observe the prima facie maximum speed limit which is in effect at all times unless otherwise charged by another traffic control device.

Section 5. Prima Facia Speed. Unless otherwise posted and designated, the maximum prima facia reasonable and prudent speed upon any roadway constituting an urban district shall be 30 miles per hour upon any roadway within the City limits and 15 miles per hour upon any alley within the City limits.

Section 6. Violation and Penalties. It shall be unlawful for any person to drive or operate a motor vehicle that enters the Speed Zones identified herein and further detailed in Exhibit "B" without observing the prima facie maximum speed limit which shall remain in effect at all times unless changed by another traffic control device duly placed. It shall be unlawful for any person to drive or operate a motor vehicle upon any roadway being unmarked with a speed control sign at a speed of greater than 30 miles per hour or upon any alley being unmarked with a speed control sign at a speed of greater than 15 miles per hour. Further, it shall be unlawful for any person to tamper with, alter, remove, destroy, cover or hinder the visibility, of any traffic device control device erected by this Ordinance in a manner which is inconsistent with its use as a traffic control device. Any person

who violates this Ordinance or part thereof shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not less than $1.00 nor more than $200.00.

Section 7. Repeal of Conflicting Ordinances. All parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of the most restrictive ordinance shall govern.

Section 8. Effective Date. This Ordinance shall take effect immediately from and after its passage.

Section 9. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 10. 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 _____, 2014.

ATTEST:

THE CITY OF LEANDER, TEXAS

_____
Debbie Haile, City Secretary

_____
Christopher Fielder, Mayor

Exhibit "A"

(Sealed, signed Speed Study Strip Map is Attached)

EXHIBIT "B"

Established Speed Zones
City of Leander, Texas

Column I Street Location and Direction	**Column II** Limits of Speed Zone Controlled by sign(s)	**Column III** Speed Limit
Journey Parkway, eastbound	Journey Parkway and Ronald Reagan to intersection of Journey Parkway and County Road 175	45 mph
Journey Parkway, westbound	Journey Parkway and County Road 175 to Journey Parkway and Ronald Reagan Blvd	45 mph

AGENDA ITEM # 19

Executive Summary

February 6, 2014

Council Agenda Subject: Consideration of Change Order for "Leander T Retention Pond #1"

Background: Proposed Change Order provides for underground power to Leander T Retention Pond #1 to include installation of underground primary conduit for PEC, boring of 12" rigid metal casing, all support padding needed for sectionalizing enclosure as well as providing 100 AMP Service with PEC Meter and installation of conduit and wire for line feed to pump control up to 50'.

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

Financial Consideration: $82,419.41 from Capital Projects GL # 40-02-8335

Recommendation: Staff recommends approval of the Change Order for the Leander T Retention Pond #1

Attachments: Change Order with supporting documentation

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

Form 2146-L
(Rev. 10/11)
Page 1 of 1

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 4

1. CONTRACTOR: Capital Excavation Company

2. Change Order Work Limits: Sta. FM 2243 to Sta. Pond #1

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Increase the allowance to provide power to the water quality ponds from $25,000 to $82,419.41

CCSJ:	0914-05-149
Project:	Mel Mathis Avenue
Highway:	Mel Mathis Avenue
County:	Williamson
District:	Austin
Contract Number:	

5. New or revised plan sheet(s) are attached and numbered: N/A

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

THE CONTRACTOR Date 01/29/14

By Capital Excavation Company

Typed/Printed Name

Typed/Printed Title

The following information must be provided

Time Ext. #: ____ Days added on this C.O.: 0

Amt. added by this change order: $57,419.41

For TxDOT use only:

Days participating:

Amount participating:

Signature Date

Name/Title

RECOMMENDED FOR EXECUTION:

Kent Cagle / City Manager 01/29/14
Name/Title Date

Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title Date

Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title Date

Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Zach Ryan / Project Engineer 01/29/14
Name/Title Date

Name/Title Date
☐ APPROVED

Engineer's Seal:

STATE OF TEXAS
ZACHARY B. RYAN
106276
LICENSED
PROFESSIONAL ENGINEER

1-29-14

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 4

Estimated Cost: $0.00

CCSJ: 0914-05-149

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
95	Energy Provider Power to WQ #1	1	25,000.00	1.00	25,000.00	3.30	82,419.41	57,419.41
TOTALS					25,000.00		82,419.41	57,419.41

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 4

TABLE B: Contract Items (Continued)

CCSJ: 0914-05-149

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
The "Totals" from Table B of the previous work sheet:					25,000.00		82,419.41	57,419.41
TOTALS					25,000.00		82,419.41	57,419.41

CONTRACT CHANGE ORDER

Capital Excavation Company

PROJECT: Leander T **DATE:** 1/23/2014

DESCRIPTION **PROVIDE ELECTRIC SERVICE TO POND #1**
QUANTITY **1 LS**

		QUANTITY	UNIT	UNIT PRICE	TOTALS
LABOR					
					$0.00
MARK-UP @ 25%					$0.00
PRT & INS @ 55%					$0.00
				SUBTOTAL:	*$0.00*
EQUIPMENT					
					$0.00
MARK-UP @ 15%					$0.00
				SUBTOTAL:	*$0.00*
MATERIALS					
					$0.00
MARK-UP @ 25%					$0.00
				SUBTOTAL:	*$0.00*
SUBS					
G. Carter	1 LS	$ 77,717.50			$77,717.50
MARK-UP @ 5%					$3,885.88
				SUBTOTAL:	*$81,603.38*
BOND MARK UP @ 1%					**$816.03**
				THIS CHANGE ORDER	**$82,419.41**

ACCEPTED BY:

DATE

805 N. BELL BLVD.
CEDAR PARK, TEXAS 78613

(512) 258-1025
FAX (512) 258-1026

Thursday, January 23, 2014

Project Name: LEANDER T RETENTION POND #1
County: Williamson
JOB: City of Leander, Tx

We at G. Carter Construction Company, Inc. are pleased to quote the bid items below on the referenced project:

Bid Item	Tech Spec.	Description	Qty	Unit	Unit Price	Amount
1	xxx-xxxx	Install Underground Primary Conduit for PEC (3 PHASE) 3 EA 4" SCH 40 PVC W/ SPACERS ENCASED IN CONCRETE	690.0	LF	$ 49.25	$ 33,982.50
2	xxx-xxxx	12" RIGID METAL CASING (BORE)	140.0	LF	$ 162.50	$ 22,750.00
3	xxx-xxxx	SMALL PAD FOR 3 PHASE SECTIONALIZING ENCLOSURE (56")	1.0	EA	$ 2,410.00	$ 2,410.00
4	xxx-xxxx	MAYSTEEL CC348-22TH SECTIONALIZING ENCLOSURE	2.0	EA	$ 1,575.00	$ 3,150.00
5	xxx-xxxx	LARGE PAD FOR 3 PHASE SECTIONALIZING ENCLOSURE (74")	1.0	EA	$ 2,910.00	$ 2,910.00
6	xxx-xxxx	MAYSTEEL CW-366-22TH SECTIONALIZING ENCLOSURE	1.0	EA	$ 1,750.00	$ 1,750.00
7	xxx-xxxx	SMALL COMBINATION PAD FOR 3 PHASE SECTIONALIZING ENCLOSURE & TRANSFORMER (56")	1.0	EA	$ 2,890.00	$ 2,890.00
8	xxx-xxxx	METER PEDESTAL FOUNDATION PAD	1.0	EA	$ 1,290.00	$ 1,290.00
9	xxx-xxxx	Provide 100 Amp Service with PEC Meter For Retention Pond	1.0	LS	$ 4,950.00	$ 4,950.00
10	xxx-xxxx	Provide and Install Conduit and Wire For Line Feed to Pump Control up to 50'	1.0	LS	$ 1,635.00	$ 1,635.00
					$	**77,717.50**

These prices do not include any Bond, Traffic Control or Engineering. If Bond is required, the General Contractor will add 3 1/2% to the Bid. These prices are contingent on being awarded all items bid.
*****Capital Excavation to provide layout surveying.*****

G. Carter Construction Company, Inc. is a State Certified WBE, DBE, SBE, and HUB.

If this bid is accepted, it becomes a part of the contract. This quote is good for 30 days from date of this letter.

If additional information is needed, please contact me at (512) 258-1025.

Sincerely,

Pete Smith

Vice President

ACCEPTED: _____

DATE: _____

Executive Summary

February 06, 2014

Agenda Subject: Consider change in recycling services, rates and extension of Solid Waste Contract with Clawson Disposal

Background: Al Clawson Disposal has provided solid waste collection and disposal services to the City since 2005. In January of 2011, the City Council approved a five year contract with Clawson with the option to extend for another five years. The purpose of this item is to consider approving the final five year extension to January of 2021, consider approving rate increases and consider approving the use of 95 gallon containers for recycling services every other week.

Origination: City Council Retreat, January 11, 2014.

Financial Consideration: Increased rates will be passed on to residents. Residential rates, including the increase for recycling, will go up by 36%. Commercial Cart rates will go up by 36% and other commercial rates will remain essentially unchanged. The method of calculating fees for roll-offs will be changed from a single rate to a haul charge plus the disposal cost. This method will benefit those with loose, light loads since the disposal fee is based on weight. City Franchise fees will increase proportional to the rate increase and result in additional revenue of approximately $51,000.

Recommendation: Staff recommends approval.

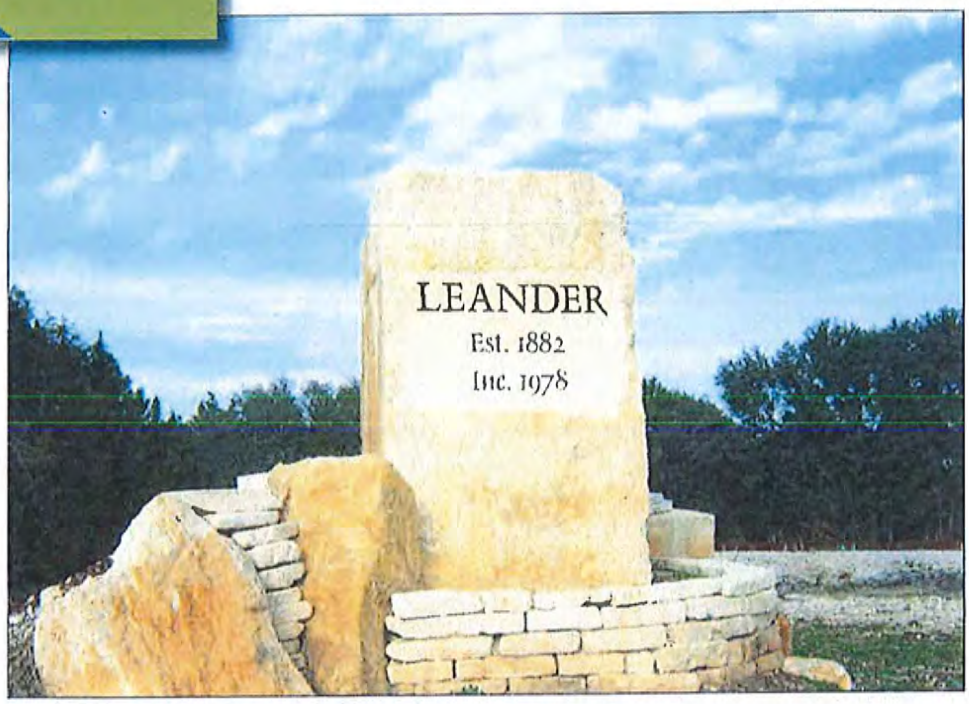
Attachments: Clawson Brochure and Rate Schedule

Prepared By: Kent Cagle

City of Leander

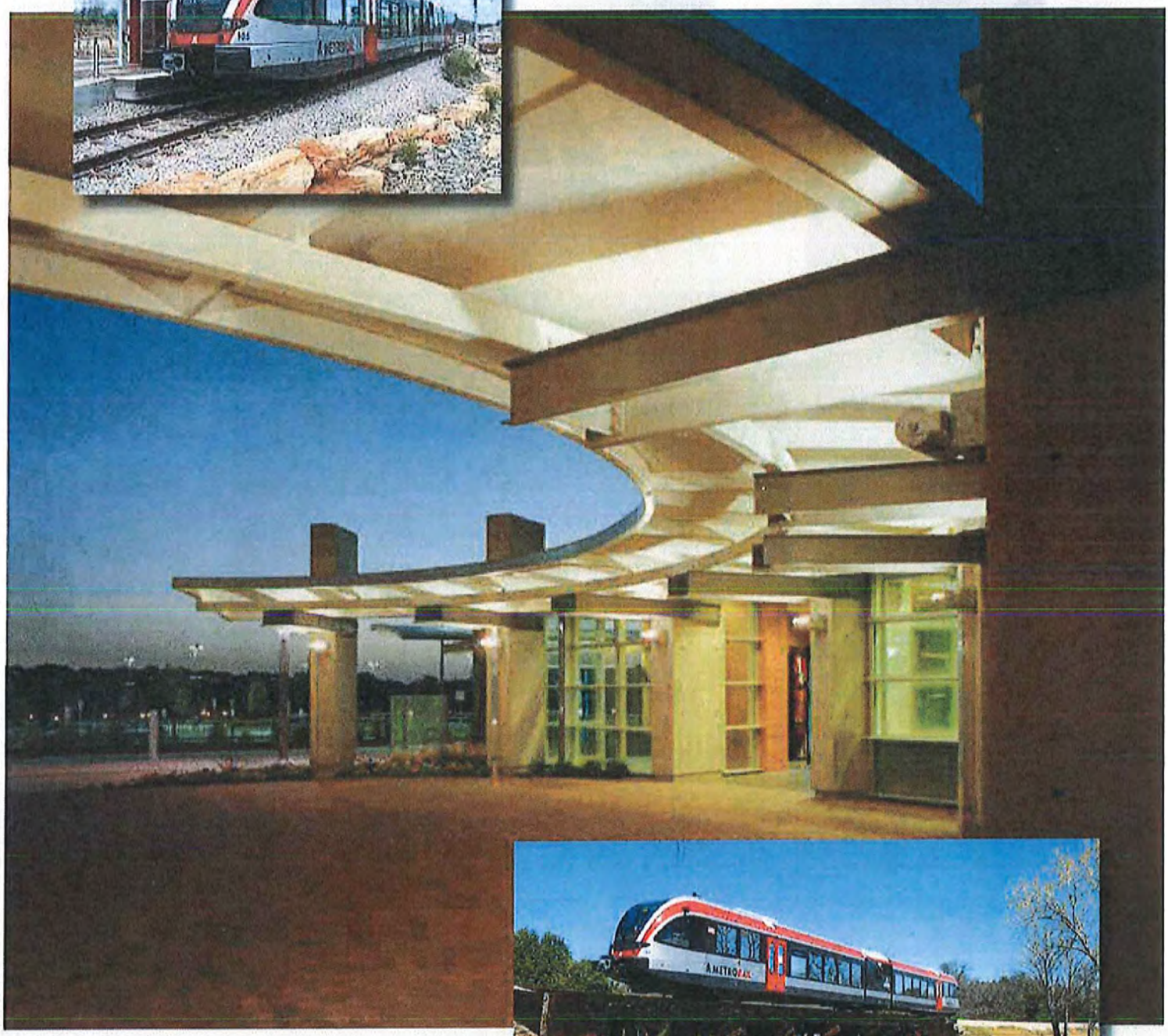
ACDI

Al Clawson Disposal, Inc.



AL CLAWSON DISPOSAL INC. EST. 1982

Start With Trust
bbb.org
Check us out with your BBB

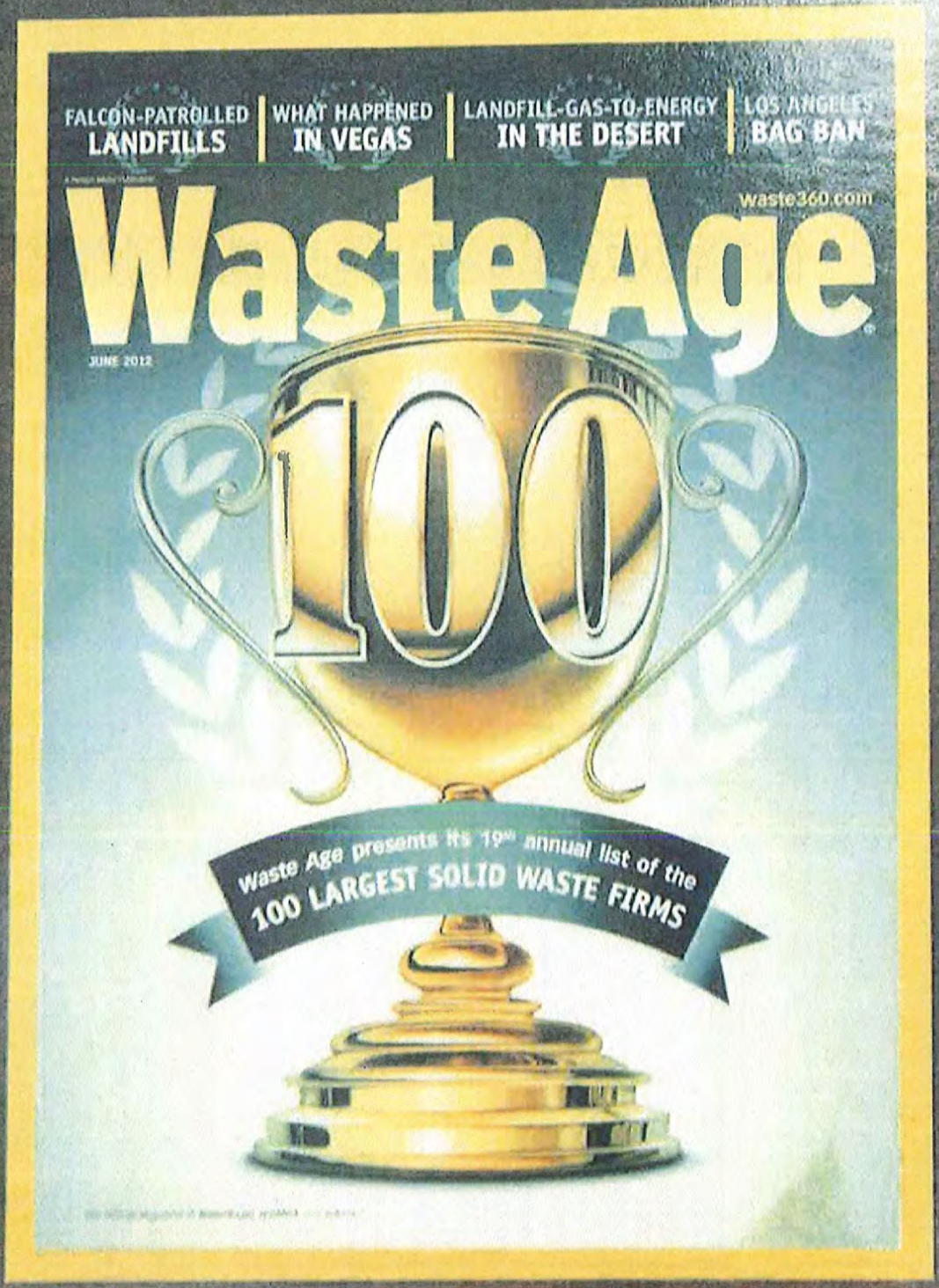


AMTRAK

CHAPTER 1
LETTER OF INTENT

LETTER OF INTENT 1

ACDI
Al Clawson Disposal, Inc.



Al Clawson Disposal Inc.
Rank #78
2012

AL CLAWSON DISPOSAL, INC.
P.O. BOX 416
JARRELL, TX 76537
(512) 259-1709 -- OFFICE
(512) 746-5807 -- FAX

July 12, 2013

City of Leander
Kent Cagle
City Manager
200 West Willis Street
Leander, Texas 78641

Mr. Cagle,

We are confident that over the past eight years our services are found to be professional and efficient. We appreciate having the opportunity to build our relationship with the City of Leander. Over the duration of the contract, we have been pleased to give back to the community through the City Clean Up, Liberty Fest, and National Night Out, just to name a few. We have provided donations to numerous school organizations and clubs, Greater Leander Chamber of Commerce, as well as portable toilets and trash containers to the City events and various local benefits.

The current contract allows for a five year renewal in section 10.00 TERM. We are confident that our service has met or exceeded the expectations of the City of Leander to allow for this renewal. We have maintained an affordable rate while providing professional services. Please review the attached information to see how our costs have changed in the past five years mainly including fuel and landfill. Therefore, please accept our request for a five year extension to the current contract.

We consider our relationship with the City of Leander as one of a partnership. We want what is best for the residents, as well. If Council decides to add or change the existing recycling opportunities, we are willing to work with the City of Leander to make those changes at the specified time.

The opportunity to serve the City of Leander has been a rewarding experience for Al Clawson Disposal, Inc. We look forward to a continued relationship with the City. Please feel free to contact me if you have any questions regarding this request for renewal.

Sincerely,

Tanya Clawson

Tanya Clawson
Secretary
Al Clawson Disposal, Inc.
(512) 677-0785 -- Mobile
tanya.clawson@clawsondisposal.com -- Email

CHAPTER 2
PRICING

PRICING 2

AGDI
Al Clawson Disposal, Inc.

Appendix No. 1
RATES FOR RECYCLING, COLLECTION AND DISPOSAL REFUSE FOR THE CITY OF LEANDER

Residential Unit Curbside Refuse Collection and Recycling

Contractor will provide curbside recycling and collection service of residential refuse and waste to each Residential Unit as follows: Refuse Collection – One time per week [one 95 gallon cart] and Recycling* Collection – every other week [one 95 gallon cart] $16.66**]. This service and price includes the curbside collection of up to five (5) additional containers, bags and bundles of residential refuse on each pickup/service day.

* Recycling includes glass (clear, brown and green), newspaper, tin and aluminum cans, plastics (Number 1 through Number 7), chipboard/cereal boxes.

** Customers age 65 and greater contracting for one cart pickup shall receive a ten percent (10%) discount.

Commercial Refuse Collection

Contractor will provide collection service of Commercial refuse and waste for multi-family dwellings, apartment projects, commercial and industrial customers as follows:

(1) Commercial Container Cart Service:

a. One 95 gallon cart once per week: $20.00
b. Two 95 gallon carts once per week: $32.65
c. One 95 gallon cart twice per week: $36.33

(2) Front Load Container Service:

Commercial customers producing a volume of refuse garbage and waste in excess of 190 gallons per week are asked to select from the following commercial front load containers:

	1X	2X	3X	4X	5X
2 Yard	$ 51.60	$ 92.15	$ 131.54	$ 170.96	$ 213.71
3 Yard	$ 55.20	$ 98.57	$ 140.81	$ 182.87	$ 228.59
4 Yard	$ 73.20	$ 130.72	$ 186.73	$ 242.51	$ 303.13
6 Yard	$ 91.20	$ 162.85	$ 232.64	$ 302.14	$ 377.68
8 Yard	$ 112.80	$ 201.43	$ 287.76	$ 373.72	$ 467.15
10 Yard	$ 132.00	$ 235.72	$ 336.73	$ 437.32	$ 546.65

(3) **Commercial Temporary Roll-Off Service:**

	20 Yard	30 Yard	40 Yard
Delivery Fee	$ 125.00	$ 125.00	$ 125.00
Haul Charge	$ 225.00	$ 225.00	$ 225.00
Tonnage Fee*	Williamson County Landfill Gate Rate	Williamson County Landfill Gate Rate	Williamson County Landfill Gate Rate
Daily Rental**	$ 3.00 per day	$ 3.00 per day	$ 3.00 per day

* 3-ton minimum charge
Note: Current Williamson County Landfill Gate Rate is $36.75/ton

** Daily rental begins after two weeks

(4) Commercial Monthly and/or City Roll-Off Service:

	20 Yard	30 Yard	40 Yard
Delivery Fee	N/C	N/C	N/C
Haul Charge	$ 225.00	$ 225.00	$ 225.00
Tonnage Fee*	Williamson County Landfill Gate Rate	Williamson County Landfill Gate Rate	Williamson County Landfill Gate Rate
Daily Rental**	N/C	N/C	N/C

* 3-ton minimum charge
Note: Current Williamson County Landfill Gate Rate is $36.75/ton

(5) Wastewater Sludge Disposal

Haul Charge: $ 225.00

Disposal Cost: To be paid by the city at designated disposal facility determined by the city.

Special Services and Collections

Tires

Upon verification of payment and receipt for a prepaid charge equal to the landfill rates for disposal charges to Contractor, Contractor agrees to pick-up not more than two (2) automobile type tires per residential unit per pickup.

Annual Clean-Up

For no charge, the Contractor will, once a year, provide six (6) roll-off containers to be dumped three (3) times each. Location will be designated by the City, Contractor and City will set-up a manned citizen drop-off site that accepts refuse, construction material, bulk items (white goods), and brush and other yard waste. Also, as part of the cleanup effort, water base or Latex paints will be included. Batteries and used oil that will be accepted at the landfill Contractor uses will be collected.. Materials not accepted at the landfill will not be accepted at the clean-up site. This service is for verified City residents only, and only for the clean-up day.

Bulk, Construction and Stable Material

Contractor will provide for the special collection from residential units on bulky waste not eligible for pickup, for a neighborhood cost based on the above rates for dumpster or roll-off containers, as applicable. Construction debris and stable material will be hauled at a rated determined by container size. Contactor and producer of the waste will negotiate total charge prior to collection. Contractor will not provide for the special collection of hazardous waste.

City of Leander Municipal Services Facilities

All City of Leander municipal locations shall be served with either a 95 gallon container or an appropriate sized dumpster, at no charge. If roll-off containers are required for any use, other than the annual clean-up, Contractor will provide such services with discounted rates appropriate to the job site and duration. If the City elects to have Contractor haul sludge from the City's wastewater treatment plant(s), the fee for service will be $225.00 per haul, plus disposal costs.

We were originally awarded the Contract for Solid Waste Disposal and Collection Services effective December 1, 2005. We held our initial rates until October 1, 2008, at which time a modification to the rates was approved. When the contract was renewed effective February 1, 2011, no changes to the rates, fees, or charges payable to the Contractor were made. Under *Section 12.02 Modification of Rates, the fees which may be charged by the Contractor for the third and subsequent years of the term hereof shall be adjusted upward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All items) as published by the U.S. Department of Labor, Bureau of Labor Statistics.* In addition, *the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations.*

Attached you will find a spreadsheet noting the annual percentage increase in the Williamson County Landfill disposal fees and the price of fuel that we have incurred (and are scheduled to incur) since our last rate adjustment in 2008. You will notice that during this time period, our Williamson County Landfill Disposal Fees have increased 99.46%. The price of diesel has increased 48.04%.

Our current monthly rate is $12.25 per household. Of this amount, $11.02 is retained by the Contractor and $1.23 is payable to the City of Leander as a 10% Franchise Fee. The Consumer Price Index has increased 7.56% from October 2008 (when the previous pricing was adjusted) until May 2013 (the latest index currently available.) Our three biggest expenses are Labor, Landfill, and Fuel. Labor accounts for about 34% of our total expense; Landfill accounts for about 33% of our total expense; and Fuel accounts for about 14% of our total expense. These three expenses account for roughly 81% of our total operating expense, which equates to an overall average increase of 40% in our contract expense. With the 99.46% increase in our disposal fees and the 48.04% increase in the price of diesel, we respectfully wish to negotiate an increase in our monthly rate. Initially, we are looking around the $14.00 per month range (or around $15.50 including the 10% franchise fee). There a number of factors that could be considered to lessen the impact of an increase. We have not had an increase in five years. An annual increase would reduce the impact by spreading it out over several years, having small percentage increases, instead of being hit all at once with a larger increase. Enforcing the limits of the amount of trash that is to be picked up week to week on the curb would help reduce the impact of the landfill disposal fee increases. Increasing the volume and recycling participation would help reduce the amount of trash being disposed into the landfill, thereby reducing the impact of the landfill disposal fee increases.

Annual Percentage Increase

	Williamson County Landfill Disposal Fees			Fuel
2008	12.98%			31.13%
2009	47.16%			-35.61%
(New Contract between Williamson County and Waste Management Effective: our tipping fees changed from yardage to tonnage; added four new fees set by WC				
2010	14.07%			21.38%
2011	12.75%			28.47%
2012	4.50%			2.67%
2013	3.30%	+	Fuel/Environmental Disposal Surcharge Increase	
	(Effective 10/01/13)			
2014	4.70%	+	Fuel/Environmental Disposal Surcharge Increase	
	(Effective 10/01/14)			
	99.46%			**48.04%**

Residential Price
City of Leander

Garbage Collection:	$13.97
Recycle:	$1.02
Franchise Fee:	$1.67
Total:	$16.66

Customer Complaint – 900 Applerock Leander, Tx 78641

Customer Complaint Received November 27, 2013, that all of the trash was not picked up.

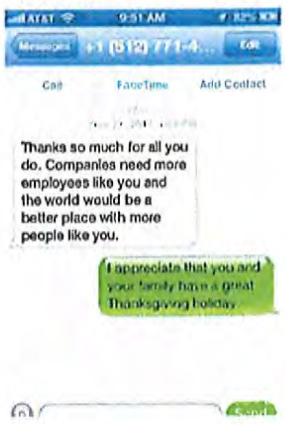
This was the trash remaining after the truck provided service. Clawson cart was empty and crew removed seven items.

There was enough remaining after service to fill the bed and back seat of a truck.

Costs of disposal by Williamson County Landfill - $33.28 – see ticket #944820

Customer was contacted after the removal and disposal of all items.

Resolved that customer will make arrangements to order an additional cart from City Hall and contact Al Clawson Disposal, Inc. for bulky waste accommodations. This message was received later that day.



WASTE MANAGEMENT

Williamson County Landfill
600 Landfill Road
Hutto, TX, 78634
Ph: (512) 759-8881

Original
Ticket# 944820

Customer Name CASH WILLIAMSON CO LANDFILL-C
Ticket Date 11/27/2013
Payment Type Credit Card
Manual Ticket#
Hauling Ticket#
Route
State Waste Code
Manifest
Destination
PO
Profile ()
Generator

Carrier CASH CASH CUSTOMERS
Vehicle# PICKUP
Volume 2.0
Container
Driver
Check# 0
Billing # 0000027
Gen EPA ID
Grid

	Time	Scale	Operator	Inbound		
In	11/27/2013 12:24:09	Inbound Scale	dmolloy		Gross	3560 lb*
Out	11/27/2013 12:24:09		dmolloy		Tare	1560 lb*
					Net	2000 lb
			* Manual Weight		Tons	1.00

Comments

WASTE MANAGEMENT

"SCAVENGING IS PROHIBITED" " ES PROHIBIDO LEVANTAR COSAS"

	Product	LD%	Qty	UOM	Rate	Fee	Amount	Origin
1	1007T-MSW LOOSE TO	100	1.00	Tons	28.00	3.04	$28.00	Williamson
2	FUEL SURCHARGE 8%-	100		%	8.00		$2.24	Williamson

3246454

Amt $33.28, Amt Tendered $33.28, Chg Due $0.00

I certify that the wastes I delivered to this facility on this date does not contain any regulated hazardous, toxic, radioactive wastes or substances, or other non-allowable waste. I also agree to remove any non-allowable wastes I bring to this facility, or pay all costs for proper removal of such wastes, upon request from this facility.

Total Fees $3.04
Total Ticket $33.28

Signature
Driver s Signature
403WMNT

CHAPTER 3

REFERENCES

ACDI
Al Clawson Disposal, Inc.

LEANDER
TEXAS
EST. 1965
FIRE DEPT.

Leander Independent School District

P.O. Box 218
Leander, Texas 78646-0218
512.570.0000

PLANT SERVICES DEPARTMENT
1900 Cougar Country Dr.
Cedar Park, TX 78613
Office: 512.570.0638 Fax: 512.570.0669

Bret Champion, Superintendent
Gerry Rapp, Director of Construction and Facilities
Priscilla Verden, Administrative Assistant

December 2, 2014

City of Leander
405 S. West Street
Leander, TX 78641

RE: Letter of Recommendation for Clawson Disposal

To Whom It May Concern:

Clawson Disposal had been our waste management service since January 2011. They service all of our trash and recycle cans for Leander ISD, within the city of Leander, TX.

Since the time of contract we have had no issues with Clawson. They are great to communicate with either by email or phone.

Clawson Disposal is a dependable, conscientious and loyal company. I would highly recommend renewing their contract.

Please, feel free to contact me, should you have further questions.

Thank you,
Priscilla Verden

Priscilla Verden
Plant Services

Al Clawson Disposal, Inc.

Experience

Name of Public Agency:	City of Leander
Address:	200 West Willis
	Leander, Texas 78641
Phone Number:	512-528-2702
Contact:	Kent Cagle
Year Contract Initiated:	2005 - Present
Number of Residential:	9,674
Description of Service:	Residential, Commercial, Roll Off, Dual Stream Recycle

Name of Public Agency:	City of Hutto
Address:	401 West Front Street
	Hutto, Texas 78634
Phone Number:	512-846-2613
Contact:	Micah Grau
Year Contract Initiated:	2002 - Present
Number of Residential:	6,198
Description of Service:	Residential, Commercial, Single Stream Recycle

Name of Public Agency:	City of Granger
Address:	214 East Davilla
	Granger, Texas 76530
Phone Number:	512-859-2755
Contact:	Sabra Davis
Year Contract Initiated:	2004 - Present
Number of Residential:	491
Description of Service:	Residential, Commercial, Dual Stream Recycle

Name of Public Agency:	Ranch at Cypress Creek MUD District #1
Address:	8834 North Capital of Texas Hwy
	Austin, Texas 78726
Phone Number:	512-531-6267
Contact:	James Robertson
Year Contract Initiated:	2003 - Present
Number of Residential:	1,161
Description of Service:	Residential, Dual Stream Recycle

Name of Public Agency:	City of Florence
Address:	South Patterson P.O. Box 430
	Florence, Texas 76527
Phone Number:	254-527-2490
Contact:	Amy Crane
Year Contract Initiated:	1998 - Present
Number of Residential:	390
Description of Service:	Residential, Commercial, Recycle, Roll Off

Name of Public Agency:	City of Holland
Address:	102 West Travis
	Holland, Texas 76534
Phone Number:	254-657-2460
Contact:	Paula Kreinheder
Year Contract Initiated:	2005 - Present
Number of Residential:	409
Description of Service:	Residential, Commercial, Roll Off

Name of Public Agency:	City of Thrall
Address:	401 West Front Street
	Thrall, Texas 76578
Phone Number:	512-846-2613
Contact:	Jill Prater
Year Contract Initiated:	2009 - Present
Number of Residential:	281
Description of Service:	Residential, Commercial

Name of Public Agency:	City of Bartlett
Address:	140 West Clark
	Bartlett, Texas 76511
Phone Number:	254-527-3219
Contact:	Chris Hill
Year Contract Initiated:	2004 - Present
Number of Residential:	508
Description of Service:	Residential, Commercial

Name of Public Agency:	City of Liberty Hill
Address:	P.O. Box 1920
	Liberty Hill Texas 78642
Phone Number:	512-778-5449
Contact:	Tammy Kirk
Year Contract Initiated:	2010 - Present
Number of Residential:	633
Description of Service:	Residential, Commercial, Dual Stream Recycle, Roll Off

Name of Public Agency:	Sonterra MUD
Address:	8834 N Capital of Texas Highway
	Hutto, Texas 78634
Phone Number:	512-782-2400
Contact:	Autumn
Year Contract Initiated:	2007 - Present
Number of Residential:	550
Description of Service:	Residential, Commercial, Dual Stream Recycle, Roll Off

Name of Public Agency:	City of Bertram
Address:	P.O. Box 1604
	Bertram, Texas 78605
Phone Number:	512-355-2197
Contact:	Georgina Hernandez
Year Contract Initiated:	1996 - Present
Number of Residential:	550
Description of Service:	Residential, Commercial, Roll Off

Franchises:

Name of Public Agency:	City of Jarrell
Address:	161 Town Center Blvd
	Jarrell, Texas 76537
Phone Number:	512-746-4593

Name of Public Agency:	City of Weir
Address:	P.O. Box 264
	Weir, Texas 78674
Phone Number:	512-863-7984

Name of Public Agency:	City of Salado
Address:	P.O. Box 219
	Salado, Texas 76571
Phone Number:	254-947-5060

ACD -

You are incredible!

When I was driving home during the 50 mph winds, some fence-wire and mesh - blew under my vehicle. The wire caused it to attach to the vehicle - underneath. It was about the length of my car.

I was in traffic and drove home. It took me several minutes to remove the material. I put it in a secure place for the night. The next morning I put it out with my regular trash. I did not believe you would pick it up, but you did! That is exceptional customer service and I am most thankful for such service.

You are the best.

RH

I will bless you and you will be a blessing. Genesis 12:2

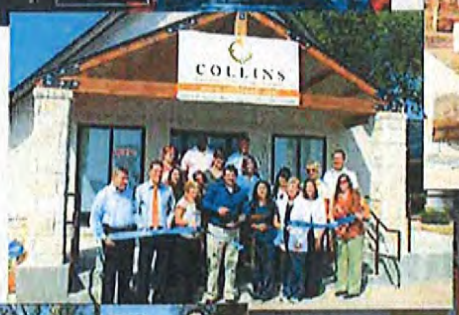
I will bless you and you will be a blessing. Genesis 12:2

CHAPTER 4

COMMUNITY INVOLVEMENT

ACDI
Al Clawson Disposal, Inc.

GREATER Leander CHAMBER OF COMMERCE



COMMUNITY INVOLVEMENT 4

We value our community involvement at Al Clawson Disposal, Inc. As a family owned business we have children and know the importance of volunteering, safety, education, and giving back to the community. Here are some examples of how we are involved with giving back to the communities that we live and work in.

- Outfit Our Trucks With Youth Artwork
- Earth Day Presentations At Local Schools
- Scholarships
- Host Field Trips To Our Facility
- Help Build Playgrounds
- Meals On Wheels
- Sponsor School Clubs and Activities
- Supported Hero's Night Out
- Supported Adopt A Troop
- Host Recycle Booths
- Coordinate City Wide Cleanups
- Sponsor Liberty Fest
- Promote Safety
- Maintain Chamber Membership
- Provide Portable Toilets to City Events

Community Involvement

In the past eight years of service to the City of Leander, we have displayed our loyalty to community involvement by donating **$179,840** to various organizations and events.

The fiscal year of 2013 the following amounts were paid in franchise fees:

Residential: $126,235.67

Commercial: $99.269.75

CHAPTER 5

COMPANY BACKGROUND

ACDI
Al Clawson Disposal, Inc.

Key Personnel

Our company has been in business for more than 30 years and has a wealth of experience in the solid waste collection and recycling.

Fannie Clawson
President

Fannie Clawson is a native Texan and a long-time Central Texas business owner. In 1982, Al Clawson Disposal Inc. was launched becoming a successful company based on sold business principles and exemplary customer service. She has focused on serving growing communities throughout the Central Texas region which include Leander, Hutto, Cedar Park, Florence, Bartlett, Thrall, Holland, Jarrell, Salado, Bertram, Liberty Hill, and Georgetown.

Troy Clawson
1st Vice President

Troy Clawson began his career in the collection industry helping his father. His first job was "on the back of a truck," as he learned the ropes as a hands-on loader. Throughout this process, he has worn many hats in the company. After a stint as a loader, he was promoted to a driver and then to the maintenance shop, learning valuable lessons in the industry and the importance of maintenance from the grounds up. In 1991, he assumed the responsibility for the entire fleet maintenance and shop operations. He has been an integral part of the company and began the position as 1st Vice President in 1998.

Cynthia Clawson
Treasurer

Cynthia Clawson has more than fifteen years of accounting and business experience. She oversees the company's finance and accounting departments and manages the day-to-day operations to ensure complete customer satisfaction. Cynthia joined the company in 1993, and became an officer in January 2004. Raised in Jarrell, she was valedictorian of her graduating class and holds a Bachelor of Business Administration degree from the University of Mary-Hardin Baylor.

Tanya Clawson
Secretary

Tanya Clawson, daughter of the owner has more than 15 years of experience coordinating with municipalities and maintaining high quality customer service. Tanya joined the company in June of 1994. Raised in Jarrell, Tanya was the salutatorian of her graduating class and adheres to the high business standards taught by her parents. She is currently involved with many of the communities that we serve: Chair of the Greater Leander Chamber of Commerce, serves on the Board of Directors for Williamson County Children's Advocacy Center, coordinates with WBCO for Meals on Wheels, serves on the planning and zoning committee for the City of Jarrell, and is involved with several booster clubs at Jarrell High School where her children attend.

Charles Marquis
Maintenance Manager

Charles graduated from Jarrell High School in 1992, and immediately joined the United States Army. He traveled to Fort Lenard Wood, Missouri for basic training and then to Fort Knox for AIT. He was in Fort Bliss in the 3rd ACR, 2nd Squadron, and Gulf Troop as a 63T BFV Mechanic until April 1996. From April 1996 until July 1999, Charles was in Waco, Texas with 1st Squadron, 124th Armored Calvary Division. He was employed with Don Hewlett Chevrolet for 11 years where he earned his Master ASE certification and status of World Class Technician. In March 2007, Charles joined Al Clawson Disposal, Inc. as maintenance manager to oversee the operation of equipment used on a daily basis, maintain the fleet, coordinate service calls, oversee the 24 hour shop, assist with safety training, and emergency responses.

Justin Farrow
Safety Coordinator

Justin Farrow earned a Bachelor of Arts degree from Texas State University in San Marcos. Justin joined Al Clawson Disposal, Inc. in 2009. Justin plans and executes safety inspections of all workplace facilities. He also ensures that employees have safety training on a monthly basis. Justin also ensures that our federal, state, and local guidelines are observed, as well as planning, developing, and maintaining the safety police handbook.

Gary Womack
Operations Manager

Gary Womack joined Al Clawson Disposal, Inc. in 2011. An effective communicator, Gary manages the different management professionals within the corporation to help keep the company running smoothly. He also formulates policy and ensures that the company is functioning under its guidelines. Gary has 12 years of experience as a general manager from American Fiber Manufacturing.

Background of Company

Al Clawson Disposal, Inc. is a locally owned family company that specializes in solid waste services including residential, recycling, commercial, and roll off throughout Central Texas.

Al Clawson Disposal, Inc. was established in December 1982, as a one-man one-truck, sole proprietorship and has grown today to a corporation ranked in the top 100 by Waste Age magazine.

Al Clawson Disposal, Inc. brings the most professional and reliable collection service in the industry.

Our Mission Statement: We are committed to providing safe, reliable, and environmentally sound waste solutions at cost effective rates while embracing new ideas to reduce our carbon footprint.

Serving Central Texas for more than 30 years, Al Clawson Disposal, Inc. is your local choice for all your solid waste and recycling needs.

AGENDA ITEM # 21

Executive Summary

February 6, 2014

Council Agenda Subject: Consider appointment to the Veterans Park Committee

Background: Mayor Fielder met with Louisa Jones and has recommended her appointment to the Veterans Park Committee.

Origination: Mayor Fielder

Financial Consideration: N/A

Recommendation: N/A

Attachments: Application: Louisa Jones

Prepared by: Debbie Haile, TRMC, City Secretary

CITY OF LEANDER, TEXAS

Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- ☐ **Planning & Zoning Commission**
- ☐ **Parks & Recreation Advisory Board**
- ☐ **Public Art Commission**
- ☐ **TIRZ/Development Authority Board**
- ☒ Veteran Park Committee
- ☐ **Board of Adjustment/Appeal**
- ☐ **Ethics Commission**
- ☐ **City Charter Review Committee**
- ☐ **Library Foundation Board**

PERSONAL INFORMATION

Name: Louisa M Jones

Home Address: 312 Sendero Lane City Leander Zip 78641

Home Phone: 512-528-1039 Cell Phone 512-673-0931

Email Address: louisaj17@gmail.com

Do you live inside the Leander City Limits ? ☒ Yes _____ years ☐ No ☐ ETJ ?

Are you a current registered voter? ☒ Yes ☐ No
If yes, please provide copy of voter registration card

Active Military - Vote in WA State

OCCUPATIONAL INFORMATION

Business Name US Navy Occupation Yeoman / Admin

Address: 4601 Fairview Dr City Austin Zip _____

Phone: (512) 458-4154

Business Owner ☐ Yes ☒ No

Are you now or have you in the past served on any Boards or Commissions? ☐ Yes ☒ No

If yes, list Board or Commission served on: _____ Date _____

Signature LM Jones Date 9 Jan 13

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646
Phone: 512/ 528-2743

Address: 200 W. Willis, Leander, Texas 78641
Fax: 512/ 259-1605 Email: Debbie@leandertx.gov

AGENDA ITEM # 25

Executive Summary

February 6, 2014

Council Agenda Subject: Consideration of Memorandum of Agreement with Wedemeyer

Background: This Memorandum of Agreement provides terms and conditions for certain actions and costs related to water service and water CCN issues for the Wedemeyer properties.

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

Financial Consideration: From Water Impact Fee Fund: amount to be determined

Recommendation: Staff requests approval of Memorandum of Agreement with Wedemeyer.

Attachments: Draft Memorandum of Agreement

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

Memorandum of Agreement

This Memorandum of Agreement is entered on the ___ day of _____, 2014, between the City of Leander, and _____.

Whereas, the parties entered that certain Development Agreement dated ____ (the "Development Agreement"), for development of ___ acres of land described in Exhibit __ (the "Property"), which provides for the Property to be served by Chisholm Trail Special Utility District ("Chisholm");

Whereas, the Property is located in the City limits and extraterritorial jurisdiction of the City;

Whereas, the City intends to construct infrastructure needed to bring water utility service to the Property;

Whereas, Chisholm and the City of Georgetown ("Georgetown") have submitted an application to the Texas Commission on Environmental Quality ("TCEQ") seeking approval to transfer Chisholm's water utility system and certificate of convenience and necessity ("CCN No. 11590") to Georgetown;

Whereas, Wedemeyer desires for the Property to receive water utility service from the City of Leander; and

Whereas, the City desires to provider water utility service to the Property;

Now, therefore, _____

1. The City will extend, at the City's expense (with the exception of the capital contribution payment described in section 4), a water line, with sufficient capacity to serve the Property as proposed to be developed under the Development Agreement, up Ronald Reagan Blvd. to a point adjacent to the first phase of development of the Property, which is generally located at the ____ of the Property.

2. Subject to required approvals by the TCEQ and/or the CCN holder for the Property, including approval of an expedited CCN decertification under Section 13.254(a-5), Texas Water Code, the City will provide retail water utility service to the Property.

3. Construction on the line is anticipated to be completed within one year after ____.

4. Wedemeyer will make a capital contribution payment to the City in an amount equal to the cost of connecting to Chisholm's system. Such payment will be made within thirty (30) days of request by the City.

5. Wedemeyer, his successors and assigns will be responsible for the cost and expense of installing the internal water lines for the Property and for the payment of tap and impact fees as required by City ordinances.

6. Wedemeyer hereby requests that the City provide retail water utility service to the Property. Wedemeyer consents to being included in the City's water and sewer CCN.

7. Wedemeyer will submit a written request to TCEQ to be excluded from Chisholm's and Georgetown's CCN under Section 13.246(h), Texas Water Code, and will protest the Application by submitting a letter to TCEQ in the form set forth in Exhibit A, by February __, 2014.

8. At the time requested by the City, Wedemeyer will submit a written request to TCEQ to be excluded from Chisholm/Georgetown's CCN under the procedure set forth in Section 13.254(a-5), Texas Water Code. The City will participate in and support the request. The City will be responsible for and pay for any compensation Wedemeyer is required to pay to Chisholm or Georgetown by TCEQ due to the decertification.

9. The parties will mutually cooperate to achieve the purposes of this MOA, which is to cause the City to be the retail water service provider for the Property.

10. The Development Agreement and exhibits will be amended as needed to be consistent with this MOA.

Signature blocks

January __, 2014

Texas Commission on Environmental Quality
Water Supply Division
Utilities and Districts Section, MC-153
P.O. Box 13087
Austin, Texas 7811-3087

RE: **Application No. 3777S8-S**; Chisholm Trail Special Utility District's (SUD) Notice of Intent to Sell Facilities and Transfer Certificate of Convenience and Necessity (CCN) No. 11590 to the City of Georgetown in Bell, Burnet and Williamson Counties, Texas

To Whom It May Concern:

I want my property to be excluded from Chisholm Trail SUD's water CCN and I do not wish to be added to the City of Georgetown's CCN under Section 13.246(h), Texas Water Code. I wish to receive water and sewer service from the City of Leander. My property is located within the City of Leander's city limits and ETJ.

I wish to file a protest against the Application referenced above. My name, mailing address, and daytime telephone number are listed below. I request a public hearing regarding the application. I will be adversely affected by the proposed transaction and the transfer of the CCN. My land is located in the City of Leander's city limits and ETJ, and I consider myself part of the Leander community. I intend to develop my land, and it will be governed by Leander's development regulations. It will be easier to develop my property if the entity that issues development approvals and the utility provider are the same. All of my land will likely be located within the city limits in the future, and if I or future owners of the land reside on the land, we will be able to vote for the persons who make decisions about our utility service and rates. Exclusion of my land from Chisholm and Georgetown's water CCN would satisfy my concerns and cause me to withdraw my request for a hearing.

Sincerely,

_____

Name:_____

Address:_____

_____

Daytime Telephone:_____

Property Legal Description:_____

_____

Tax ID#:_____

Acreage:_____