



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



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

Thursday ~ May 15, 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:
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins.

CONSENT AGENDA: ACTION

5. Approval of the minutes: May 1, 2014
6. Dedication and Acceptance of Subdivision Infrastructure Improvements for The Bluffs at Crystal Falls Section 2, Phase 2E
7. Second reading of an ordinance annexing an area of land being 5.52 acres, more or less, being generally located north of CR 264 and east of Ronald Reagan Blvd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits
8. Second reading of an ordinance annexing an area of land being 78 acres, more or less, being generally located along the planned northern extension of Lakeline Blvd. to Old 2243 West and including the abutting streets, roadways, and rights-of-way; being located in Williamson and Travis Counties, Texas and adjacent and contiguous to the city limits
9. Consider License Agreement for installation and maintenance of irrigation within the City right-of-way
10. Consider Lakewood Community Park Master Plan

PUBLIC HEARING: ACTION

11. **Public Hearing** on Ordinance Case #14-OR-004: Consider amendments to Sections of Article 14.200, the Composite Zoning Ordinance, to amend sections regarding the screening requirements for lots located adjacent to major roadways

Action on Ordinance Case #14-OR-004: amendments to Sections of Article 14.200, the Composite Zoning Ordinance

12. **Public Hearing** on Zoning Case #14-Z-007: Consider a zoning change for 28.0 acres, more or less, for a tract of land generally located on the north side of W. San Gabriel Pkwy approximately 400 ft. west from the intersection of US 183 and W San Gabriel Pkwy from PUD, Planned Unit Development, to an amended PUD, Leander, Williamson County, Texas
Applicant: Robert Wunch on behalf of Waterstone Tylerville LP

Action on Zoning Case #14-Z-007: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land generally located on the north side of W. San Gabriel Pkwy approximately 400 ft. west from the intersection of US 183 and W San Gabriel Pkwy Leander, Williamson County, Texas

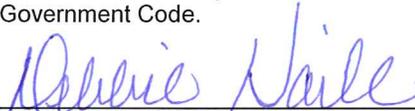
REGULAR AGENDA

13. Second reading of an ordinance annexing an area of land being 304.13 acres, more or less, and 52.290 acres, more or less, being generally described as the Ridgmar Landing area north of East Crystal Falls Parkway, south of RR 2243 and west of Ronald Reagan Blvd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits
14. Second Reading of an ordinance on Zoning Case #14-Z-001: amending Ordinance #05-018, the Composite Zoning Ordinance for two parcels of land located along Ronald Reagan Blvd. on the east side and south of High Lonesome Trail and north of CR 264, Leander, Williamson County, Texas
15. Consideration and Action on an Ordinance Authorizing redemption of all of the 2016 maturity of the City of Leander, Texas General Obligation and Refunding Bonds, Series 2007; and authorizing and approving other matters related thereto
16. Consider an Ordinance Denying an Increase in Rates requested by Atmos Energy Corporation – Midtex Division, submitted on or about February 28, 2014 under the Rate Review Mechanism and Other Related Matters
17. Consider Interlocal Agreement for 183A and U.S. Highway 183 Intersection Improvements between the Central Texas Regional Mobility Authority and the City of Leander
18. Consider a Resolution of the City of Leander, Texas, accepting the petition for annexation of 121.748 acres, more or less, located in Williamson County, Texas; setting an annexation schedule; providing for open meeting and other related matters
19. Consider a Resolution of the City of Leander, Texas, accepting the petition for annexation of 41.669 acres, more or less, located in Williamson County, Texas; setting an annexation schedule; providing for open meeting and other related matters

20. Consider an Addendum to Memorandum of Agreement between Howard Barkley Wedemeyer and the City of Leander dated February 6, 2014
21. Council Members Closing Statements
22. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information.** Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 9th day of May, 2014 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.



Debbie Haile TRMC, City Secretary



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



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

Thursday ~ May 1, 2014 at 5:30 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

5:30 pm - Tour of Cottages at Northwood

*Council will leave from Pat Bryson at 5:30 and reconvene at 7:00 pm for Regular City Council Meeting
(No action will be taken by City Council during the tour)*

Council left on the tour at 5:30 pm

Council returned to Pat Bryson at pm

7:00 pm – Regular Council Meeting

1. Open meeting, Invocation

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

Council Member Lynch delivered the invocation

2. National Anthem and Pledges of Allegiance presented by Leander Police Department Honor Guard
Members: Sgt. Steve Ward (Coordinator), Sgt. Anthony Mayberry (Asst. Coordinator), Cpl. Aaron George, Cpl. Jason York, Ofc. Bobby Amidon, Ofc. John Carnley and Ofc. Elizabeth Conrad
The Leander Police Department Honor Guard presented the colors

3. Roll Call

All present

4. Proclamation recognizing National Police Week 2014

Council Member Abruzzese read the Proclamation and presented it to the Leander Police Department

5. Staff Comments: Wayne Watts, City Engineer – closing of E. Crystal Falls intersection'

Wayne Watts, City Engineer told council about the closing of the E. Crystal Falls and 183 Intersection on Saturday May 3rd for road construction

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

Please turn in speaker request form before the meeting begins.

Emily Pataki 607 Boca Chica Drive Cedar Park – announced she is running for the PEC Board Of Directors for District 2

Arnold LeVine – announced he is running for the PEC Board of Directors for District 3

7. Proclamation designating May 2014 as "Cancer Awareness Month" and May 3 & 4 as "Relay for Life" Day in Leander *Sponsored by Mayor Pro Tem Dishongh*
Mayor Pro Tem Dishongh read the Proclamation and presented it to Andrew Williams and Members of the Relay for Life Event staff
8. Update from Mayor Pro Tem Dishongh and Council Member Garcia on the BCRUA
Council Member Garcia gave an update on the BCRUA

CONSENT AGENDA: ACTION

9. Approval of the minutes: April 17, 2014
10. Second Reading of an ordinance on Zoning Case #14-Z-006: amending Ordinance #05-018, the Composite Zoning Ordinance for several tract of land located to the west of the western terminus of Osage Drive in the Bluffs at Crystal Falls Subdivision, Leander, Williamson County. Texas
11. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Reagan's Overlook Phase One
12. Consider a License Agreement with Capital Metropolitan Transportation Authority for Metro Drive
Motion made by Council Member Siebold to approve. Second by Council Member Garcia. Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

13. **Public Hearing** on Ordinance Case #14-OR-001: Consider amendments to the Subdivision Ordinance to add provisions for temporary stockpiling of materials, to add provisions for trail corridors, and to modify the exceptions associated with block width requirements
Tom Yantis, Director of Development Services explained
Action on Ordinance Case #14-OR-001: amendments to the Subdivision Ordinance
Motion made by Council Member Siebold to approve with amendments as recommended by Staff and P & Z. Second by Council Member Lynch. Motion passes, all voting "aye"
14. **Public Hearing** on Comprehensive Plan Case #14-CPA-001: Consider amendments to the Leander Roadway Plan as set forth in the Comprehensive Plan
Tom Yantis, Director of Development Services explained
Action on Comprehensive Plan Case #14-CPA-001: Consider amendments to the Leander Roadway Plan as set forth in the Comprehensive Plan
Motion made by Council Member Garcia to approve. Second by Council Member Siebold. Motion passes, all voting "aye"

15. **Public Hearing** on Zoning Case #14-Z-001: Consider a zoning change for 5.52 acres, more or less, for two parcels of land located along Ronald Reagan Blvd. on the east side, south of High Lonesome Trail and north of CR 264 from interim zoning SFR-1-B, Single Family Rural and SFS-2-B, Single Family Suburban to GC-3-B, General Commercial, Leander, Williamson County, Texas
Applicant: SEC Planning, LLC on behalf of Phillip C. Joseph
Tom Yantis, Director of Development Services explained

Action on Zoning Case #14-Z-001: amending Ordinance #05-018, the Composite Zoning Ordinance for two parcels of land located along Ronald Reagan Blvd. on the east side and south of High Lonesome Trail and north of CR 264, Leander, Williamson County, Texas

Motion made by Council Member Navarrette to approve LC-2-B as recommended by the P & Z. Second by Council Member Abruzzese. Motion passes, all voting “aye”

REGULAR AGENDA

16. Consider action on Zoning Case #13-Z-025: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land located on the northwest corner of Osage Drive and Highland Trail, Leander, Williamson County, Texas
Tom Yantis, Director of Development Services explained

Jeff Estes 1920 Buffalo Speedway – spoke against
Thomas M. Yambrick, 1908 Western Justice – spoke against
Carl Morman 1821 Cross Bow Trail – spoke against
Steve Kovacs, 2628 Homecoming – spoke against
Laura Yambrick, 1908 Western Justice – spoke against

Motion made by Mayor Fielder to deny the request and waive fees for applicant to resubmit at a later date. Second by Mayor Pro Tem Dishongh. Motion passes, all voting “aye”

17. First reading of an ordinance annexing an area of land being 304.13 acres, more or less, and 52.290 acres, more or less, being generally described as the Ridgmar Landing area north of East Crystal Falls Parkway, south of RR 2243 and west of Ronald Reagan Blvd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits
Tom Yantis, Director of Development Services explained

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

18. First reading of an ordinance annexing an area of land being 5.52 acres, more or less, being generally located north of CR 264 and east of Ronald Reagan Blvd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits
Tom Yantis, Director of Development Services explained

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

19. First reading of an ordinance annexing an area of land being 594 acres, more or less, being generally located along the planned northern extension of Lakeline Blvd. to Old 2243 West and including the abutting streets, roadways, and rights-of-way; being located in Williamson and Travis Counties, Texas and adjacent and contiguous to the city limits

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"**

20. Consider approval of an annexation Development Agreement pursuant to Chapter 43.035 of the Local Government Code between the City of Leander and Larry T. Gilbreath for two parcels of land identified by Williamson Central Appraisal District as R366161 and R032167

Tom Yantis, Director of Development Services explained

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

21. Consider approval of an annexation Development Agreement pursuant to Chapter 43.035 of the Local Government Code between the City of Leander and Linda Hall, an individual, and Linda Hall, as trustee of the Linda Heierman Trust for three parcels of land identified by Travis Central Appraisal District as property IDs 353692, 353622, and 382587

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"**

22. Consider approval of an annexation Development Agreement pursuant to Chapter 43.035 of the Local Government Code between the City of Leander and Mr. and Mrs. John Gilpin, for nine parcels of land identified by Travis Central Appraisal District as property IDs 353973, 353974, and 382596 and Williamson Central Appraisal District as property IDs R514061, R519115, R383674, R032162, R514060 and R032165

Tom Yantis, Director of Development Services explained

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

23. Consider acceptance of a Petition for the Creation of a Public Improvement District to Finance Improvements in the Oak Creek Subdivision and setting a public hearing on advisability of the proposed improvements.

Tom Yantis, Director of Development Services explained

Motion made by Council Member Navarrette to accept the PID petition and accept the public hearing date for June 5, 2014. Second by Council Member Siebold. Motion passes, all voting "aye"

24. Discussion and possible action regarding the marketing and branding of the Transit Oriented Development District (TOD)

Tom Yantis, Director of Development Services explained

**Council discussed the logo and discussed the brochure as presented
No action taken.**

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

26. Adjournment
With there being no further business, the meeting adjourned at 8:45 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

May 15, 2014

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

Background: The subdivision infrastructure improvements required for **The Bluffs at Crystal Falls Section 2, Phase 2E** 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 **May 15, 2014**, which will provide warranty and maintenance coverage for the infrastructure improvements through **May 15, 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 2E**.

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

April 21, 2014

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

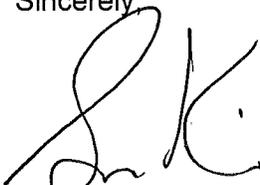
Re: Bluffs at Crystal Falls Section 2, Phase 2E
Street, Drainage, and Water Improvements
Certificate of Completion

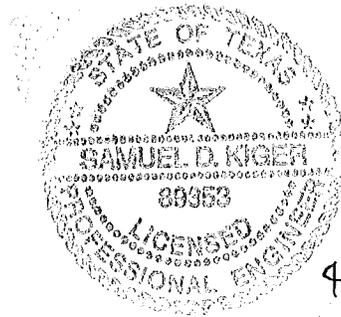
Dear Mr. Watts:

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, and water 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 the acceptance of this project. If you should have any questions or need additional information in this regard, please let us know.

Sincerely


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



4-29-14

MAINTENANCE BOND
Subdivision Improvements

Bond No. 712463P

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 Ninety Five Thousand Two Hundred Sixty & 39/100's Dollars (\$95,260.39) 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 2E: 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 be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 10th day of March, 2014 .

Ross Construction, Inc.
Principal

By: Mark Ann - Pae

Title: President

Address

PO Box 93188
Austin, TX 78709

Developers Surety and Indemnity Company
Surety

By: John W. Schuler

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)

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

Bond Number: 712463P

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

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

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

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

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

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



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

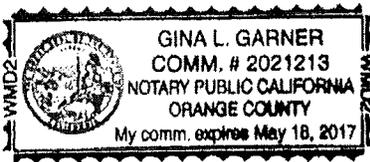
personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)

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



Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 10th day of March, 2014

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary

IMPORTANT NOTICE

AVISO IMPORTANCE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

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

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

1-800-782-1546

1-800-782-1546

You may also write to the Surety at:

Usted tambien puede escribir a Surety at:

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

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:

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

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance at:

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@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.

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 comunicarse con el departamento (TDI).

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

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



Insko 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

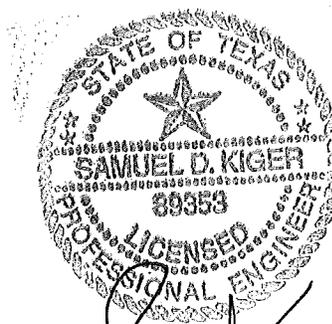
	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
BLUFFS 2B											
Erosion Controls / Restoration / Signs (021570-10)											
EC - 1	SILT FENCE	2,785	1,060.0				3845.00	LF	\$ 1.75	\$4,873.75	\$6,728.75
EC - 2	TEMPORARY DIVERSION BERMS	4					4.00	EA	\$ 600.00	\$2,400.00	\$2,400.00
EC - 3	ROCK BERMS	1					1.00	EA	\$ 690.00	\$690.00	\$690.00
EC - 4	STABILIZED CONSTRUCTION ENT.	1					1.00	EA	\$ 900.00	\$900.00	\$900.00
EC - 5	REVEGETATION	4,238					4238.00	SY	\$ 1.25	\$5,297.50	\$5,297.50
EC - 6	INSTALL AND SUPPLY STREET/STOP TRAFFIS SIGN	5	1.0				6.00	EA	\$ 1,087.00	\$5,435.00	\$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										\$24,096.25	\$27,038.25
Clearing & Rough Cut (021530-10)											
CE - 1	CLEAR AND GRUB ROW AND EASEMENTS	2.8					2.80	AC	\$ 3,500.00	\$ 9,800.00	\$9,800.00
CE - 2	STREET EXCAVATION	4,773					4773.00	CY	\$ 7.00	\$ 33,411.00	\$33,411.00
CE - 3	STREET EMBANKMENT	107					107.00	CY	\$ 3.50	\$ 374.50	\$374.50
CE - 4	HAUL EXCESS AND STOCKPILE IN 2F	4,666					4666.00	CY	\$ 3.15	\$ 14,697.90	\$14,697.90
Subtotal Clearing & Rough Cut										\$58,283.40	\$58,283.40
Water Improvements (320100-10)											
W - 1	WATER AIR RELEASE ASSEMBLY	1					1.00	EA	\$ 2,500.00	\$2,500.00	\$2,500.00
W - 2	8" PVC C900 DR 14 WATER LINE	1,986					1986.00	LF	\$ 24.75	\$49,153.50	\$49,153.50
W - 3	8" GATE VALVE AND BOX	6					6.00	EA	\$ 1,200.00	\$7,200.00	\$7,200.00
W - 4	8" CAP PLUG	3					3.00	EA	\$ 1,200.00	\$3,600.00	\$3,600.00
W - 5	WET CONNECTION	2					2.00	EA	\$ 500.00	\$1,000.00	\$1,000.00
W - 6	5-1/4" HYDRANT ASSEMBLY	4					4.00	EA	\$ 3,200.00	\$12,800.00	\$12,800.00
W - 7	DOUBLE WATER SERVICE	15					15.00	EA	\$ 1,050.00	\$15,750.00	\$15,750.00
W - 8	SINGLE WATER SERVICE	5	3.0				8.00	EA	\$ 950.00	\$4,750.00	\$7,600.00
Subtotal Water Improvements										\$96,753.50	\$99,603.50
Wastewater Impr. (320120-10)											
WW - 1	8" PVC WW - SDR 26	2,043	227.0				2270.00	LF	\$ 35.50	\$72,526.50	\$80,585.00
WW - 2	WW MANHOLES	14					14.00	EA	\$ 4,280.00	\$59,920.00	\$59,920.00
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	15					15.00	EA	\$ 950.00	\$14,250.00	\$14,250.00
WW - 6	SINGLE WW SERVICE	6	1.0				7.00	EA	\$ 900.00	\$5,400.00	\$6,300.00
WW - 7	4" FORCE MAIN	1043					1043.00	EA	\$ 23.00	\$23,989.00	\$23,989.00
WW - 8	ISOLATION VALVE	1					1.00	EA	\$ 1,500.00	\$1,500.00	\$1,500.00
WW - 9	FLUSHING STATION	1	(1.0)				0.00	EA	\$ 2,500.00	\$2,500.00	\$0.00
WW - 10	LIFT STATION 18	1					1.00	LS	\$ 290,200.00	\$290,200.00	\$290,200.00
WW - 11	TEMP BASE ACCESS ROAD	1					1.00	LS	\$ 8,500.00	\$8,500.00	\$8,500.00
Subtotal Wastewater Impr.										\$501,135.50	\$507,594.00
Drainage Impr. (320140-10)											
D - 1	10' CURB INLETS	6					6.00	EA	\$ 2,600.00	\$15,600.00	\$15,600.00
D - 2	4' SS MANHOLE	1	1.0				2.00	EA	\$ 3,000.00	\$3,000.00	\$6,000.00
D - 3	18" RCP	174					174.00	LF	\$ 37.00	\$6,438.00	\$6,438.00
D - 4	24" RCP	620					620.00	LF	\$ 45.00	\$27,900.00	\$27,900.00
D - 5	30" RCP	200	(12.0)				188.00	LF	\$ 75.00	\$15,000.00	\$14,100.00
D - 6	36" RCP	350	(350.0)				0.00	LF	\$ 87.00	\$30,450.00	\$0.00
D - 7	TEMP SET 30"	1					1.00	EA	\$ 1,500.00	\$1,500.00	\$1,500.00
D - 8	TEMP SET 36"	1	(1.0)				0.00	EA	\$ 2,000.00	\$2,000.00	\$0.00
D - 9	TEMP. CHANNEL EXCAVATION AND SLOPE MATTING	1					1.00	LS	\$ 18,970.00	\$18,970.00	\$18,970.00
Subtotal Drainage Impr.										\$120,858.00	\$90,508.00
Street Improvements (310100-10)											
S - 1	SUBGRADE PREPARATION	7,568					7568.00	SY	\$ 1.95	\$14,757.60	\$14,757.60
S - 2	8" FLEX. BASE	7,568					7568.00	SY	\$ 7.20	\$54,489.60	\$54,489.60
S - 3	1-1/2" HMAC	6,287					6287.00	SY	\$ 8.50	\$53,439.50	\$53,439.50
S - 4	CURB AND GUTTER	3,840					3840.00	LF	\$ 9.00	\$34,560.00	\$34,560.00
S - 5	SIDEWALK	322					322.00	LF	\$ 15.00	\$4,830.00	\$4,830.00
S - 6	ADA RAMPS	10					10.00	EA	\$ 750.00	\$7,500.00	\$7,500.00
Subtotal Street Improvements										\$169,576.70	\$169,576.70

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

Pay Request No.: SEVEN
 Pay Request Thru: #####

Original Contract Amount: \$1,083,637.00
 Total Change Orders:
 Current Contract Amount: \$1,046,019.65

	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
Lot Improvements											
L - 1	LOT EXCAVATION	613					613.00	CY	\$ 7.00		
L - 2	LOT EMBANKMENT	122					122.00	CY	\$ 3.50		
L - 3	LOT CLEARING	9					9.00	EA	\$ 595.00		
L - 4	HAUL EXCESS AND STOCKPILE IN 2F	491					491.00	CY	\$ 3.15		
Subtotal Lot Improvements										\$0.00	\$0.00
Electric Improvements (162510-10)											
E - 1	Trench and Backfill for Electric and Telecommunications	3,200.0	605.0				3805.00	LF	\$7.10		
E - 2	3" Electric Conduit per PEC Specs, incl fittings and pull string	8,000.0	(2,951.0)				5049.00	LF	\$2.85		
E - 3	3" Electric Sweeps incl concrete thrust blocks	75.0					75.00	EA	\$25.00		
E - 4	Sectionalizing Enclosure	3.0	2.0				5.00	EA	\$1,200.00		
E - 5	Transformer Pads	11.0	(7.0)				4.00	EA	\$750.00		
E - 5	Combo Pads Pads	0.0	3.0				3.00	EA	\$1,490.00		
E - 6	Handhole Small	25.0	(4.0)				21.00	EA	\$278.00		
E - 7	Handhole Large	3.0	(3.0)				0.00	EA	\$413.00		
E - 8	Light Pole Wiring and Installation Including foundation	4.0	(4.0)				0.00	EA	\$1,000.00		
E - 9	Furnish and Install Light Pole and Fixture	4.0	(4.0)				0.00	EA	\$2,125.00		
Subtotal Electric Improvements										\$0.00	\$0.00
Gas Improvements (125230-10)											
G - 1	Joint Trench Bedding and Backfill and Tracer Wire	2,800.0					2800.00	LF	\$1.85		
G - 2	2" Gas Main per Atmos Energy Spec	2,800.0	(656.0)				2144.00	LF	\$3.00		
G - 3	3/4" Gas Service Line	1,100.0	(502.0)				598.00	LF	\$2.00		
G - 4	Gas Service Risers	20.0	4.0				24.00	EA	\$200.00		
G - 5	2" Connect to Gas Mainline	2.0					2.00	EA	\$800.00		
Subtotal Gas Improvements										\$0.00	\$0.00
TOTAL										\$970,703.35	\$952,603.85
Total Contract										\$970,703.35	\$952,603.85
										10% Maintenance Bond Amount =	\$95,260.39



Samuel D. Kiger

429-19

**FINAL BILLS PAID AFFIDAVIT
AND CONDITIONAL WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF

Date:

Owner: Taylor Morrison at Crystal Falls, LLC

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

Project: THE BLUFFS AT CRYSTAL FALLS SEC. 2, PH 2E, DRAINAGE, WATER AND
WASTEWATER IMPROVEMENTS

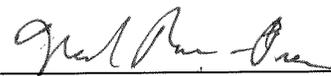
This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will 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 12th__ day of __Mar__, 2014__.

AFFIANT:

Signature: 

Typed Name: NED ROSS

Title: PRESIDENT

Initialed: _____

STATE OF TEXAS

COUNTY OF _____

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 12th ____ day of Mar __, 2014__.

[SEAL]



Gloria Rennaker
Notary in and for the State of Texas

Name:

My commission expires:

Initialed: _____



Executive Summary

May 15, 2014

Agenda Subject: Second reading of an ordinance of the City of Leander, Texas annexing 5.52 acres of land, more or less, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

Background: The Resolution setting the two public hearings for March 27, 2014 and April 3, 2014 was approved by City Council on February 20, 2014. The first and second public hearings were conducted as scheduled. The first and second public hearings were conducted as scheduled. The first reading of the ordinance was approved on May 1, 2014. This is the second and final reading of the ordinance. This is a voluntary annexation.

Origination: Applicant: SEC Planning, LLC on behalf of Phillip C. Joseph.

Recommendation: Staff recommends that Council approve the second reading of the ordinance.

Attachments:

1. Annexation Ordinance

Prepared by: Tom Yantis, AICP
Director of Development Services

5/7/14

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 5.52 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leander, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owner(s) of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owner's request that the City annex said property;

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

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

WHEREAS, notice of the public hearings was published not more than twenty (20) nor less than ten (10) days prior to the public hearings;

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

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

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

SECTION 2. All portions of the following described property, including the abutting roadways and rights-of-way (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

All portions of that certain tract or parcel of land being 5.52 acres, more or less, located in Williamson County, Texas, being more particularly described in the instrument recorded under Document Number 2013103652, Official Public Records of Williamson County, Texas and being more particularly shown and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B”.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit “B”, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 9. 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, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2014.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2014.

ATTEST:

CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit "A"

Property Description: +/- 5.52 acre tract

Exhibit "B"

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

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the "subject property");

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

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

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

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

A. Water service and maintenance of water facilities as follows:

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

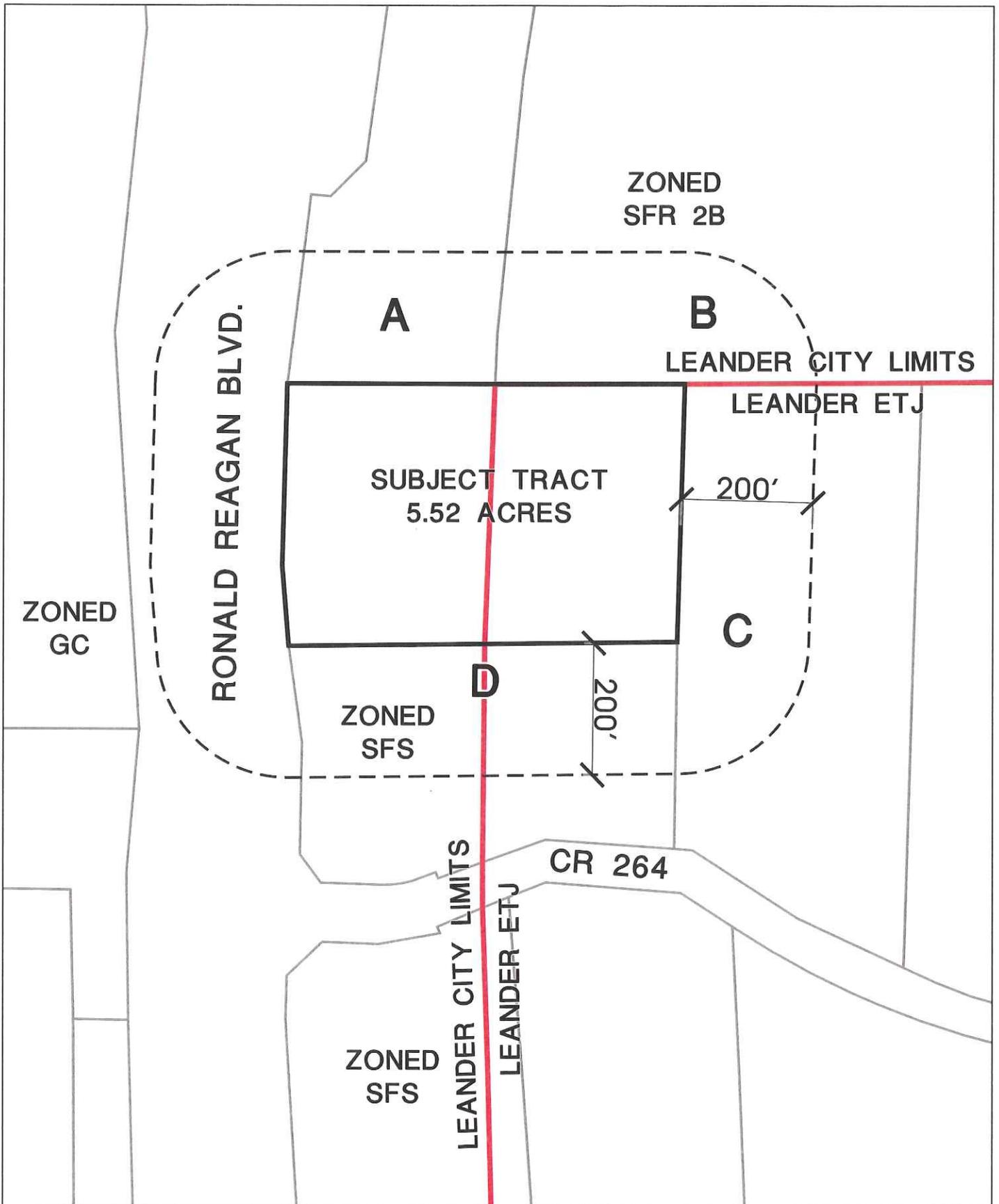
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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



TAX MAP with
NEIGHBORING PROPERTIES

SPENN TRACT
LEANDER, TEXAS



0 100 200 300

Scale: 1" = 200'

Date: January 14, 2014



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
512.246.7000 • 1.512.246.7701
www.secplanning.com • info@secplanning.com

SHEET FILE: C:\139127-ALCC\cadfiles\PLANNING\Submittals\2014-01-14-Submittal\Zoning\Neighboring Properties.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



Executive Summary

May 15, 2014

Agenda Subject: Second reading of an ordinance of the City of Leander, Texas, annexing 78 acres of land, more or less, located in Travis and Williamson counties, and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

Background: The Resolution setting the two public hearings for March 27, 2014 and April 3, 2014 was approved by City Council on February 20, 2014. The first and second public hearings were conducted as scheduled. The first reading of the ordinance was approved on May 1, 2014. This is the second and final reading of the ordinance. This is an involuntary annexation.

Council approved annexation development agreements with three property owners within this annexation area pursuant to Chapter 43.035 of the Local Government Code. The area subject to the annexation has been modified to reflect the agreements.

Origination: City of Leander

Recommendation: Staff recommends that Council approve the second reading of the ordinance.

Attachments:

1. Annexation Ordinance

Prepared by: Tom Yantis, AICP
Director of Development Services

5/7/14

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 78 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS AND WILLIAMSON COUNTIES, AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, the subject property, being in excess of 1,000 feet in width, is adjacent to the corporate limits of the City and the boundaries of the city limits are contiguous to the subject property on at least two sides, as shown in the map attached hereto as Exhibit “A”;

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

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

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

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

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

WHEREAS, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit “B”.

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

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

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

North Lakeline Boulevard Area. All that certain area of land containing 78 acres, more or less, located in both Travis County, Texas and Williamson County, Texas, being more particularly described and shown in Exhibit "A" attached hereto.

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

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

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

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

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

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

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

SECTION 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading the 1st day of May, 2014.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2014.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit “A”

Property Description: Map

EXHIBIT “B”

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

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

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

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

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

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

NOW, THEREFORE, the following services shall be provided to the subject properties on the effective date of annexation:

(1) **General Municipal Services.** The subject properties are located within the City’s extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

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

H. Land use regulation as follows:

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

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

A. Water service and maintenance of water facilities as follows:

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided

by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.

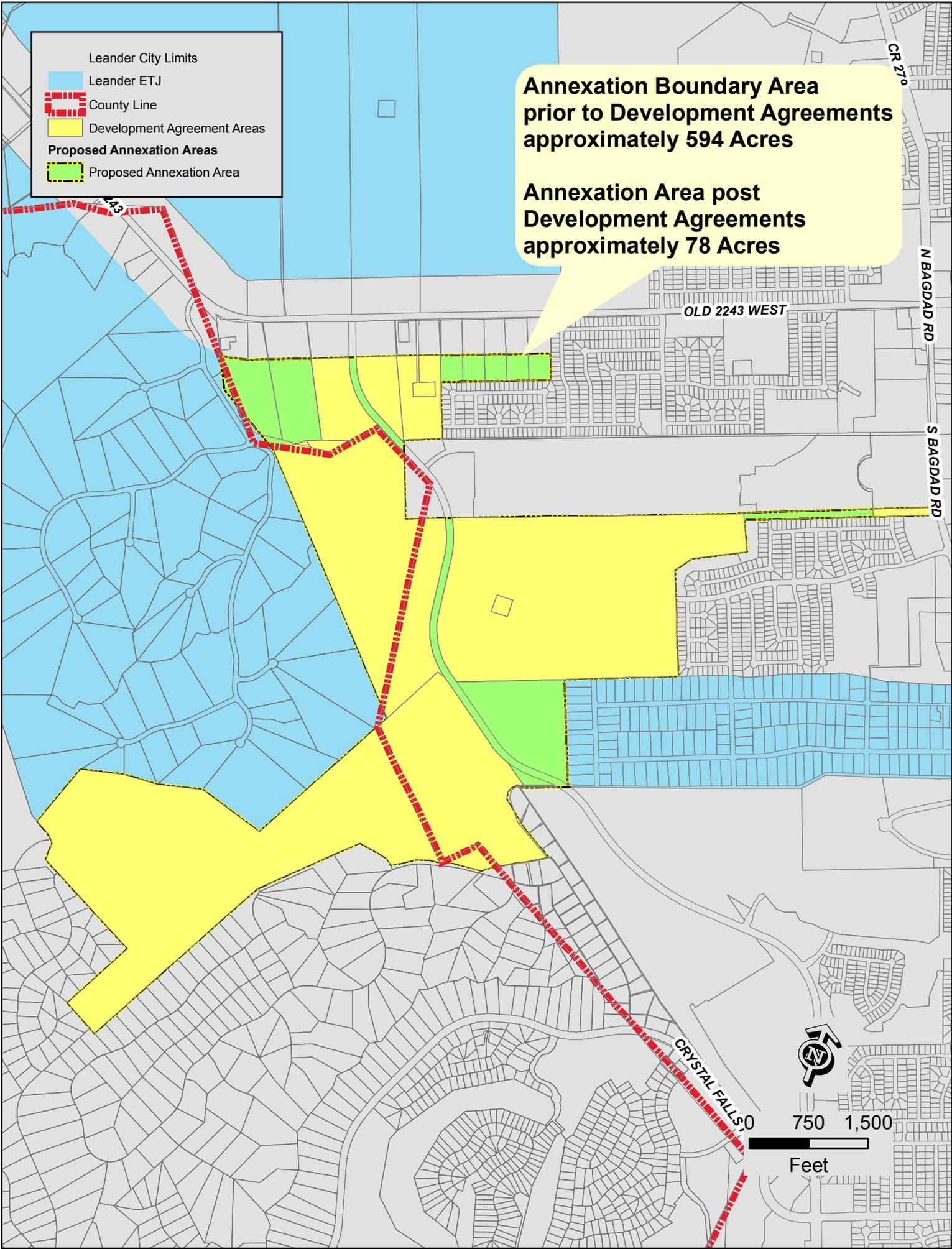
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

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

-  Leander City Limits
-  Leander ETJ
-  County Line
-  Development Agreement Areas
- Proposed Annexation Areas**
-  Proposed Annexation Area

**Annexation Boundary Area
prior to Development Agreements
approximately 594 Acres**

**Annexation Area post
Development Agreements
approximately 78 Acres**





Executive Summary

May 15, 2014

Agenda Subject: Consideration of a License Agreement for the installation and maintenance of irrigation within the City right-of-way.

Background: The Reagan's Overlook Homeowners Association has requested a license agreement to allow them to install and maintain signage, landscaping, irrigation within the City right-of-way of Ronald Reagan Blvd, Vista Heights, and Limestone Creek Road.

Origination: Applicant: Brian Williams on behalf of Reagan's Overlook Homeowners Association.

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

05/07/2014

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 Reagan’s Overlook Homeowners Association, Inc., a Texas nonprofit corporation (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 grants to Licensee permission to use the property, located within the right-of-way of Ronald Reagan Boulevard, Vista Heights Drive, and Limestone Creek Road shown on Exhibit “A-1” and Exhibit “A-2” attached hereto and incorporated herein for all purposes (the “**Licensed Property**”), for the following purposes only: (1) the installation and maintenance of a sign identifying the Reagan’s Overlook Subdivision and providing related information, that shall meet the requirements of the Sign Ordinance (the “**Sign**”); (2) the installation of landscaping; (3) the installation of an irrigation system for the landscaping; and (4) the repair, maintenance and replacement of the Sign, landscaping and irrigation system, within right-of-way of Ronald Reagan Boulevard, Vista Heights, and Limestone Creek Road shown on Exhibit “A-1” and Exhibit “A-2” hereto. The Sign, landscaping and irrigation system are sometimes collectively referred to herein as 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 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.

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 RIGHT 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’s right 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 and 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.

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. 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 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, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.

B. Maintenance. Licensee shall maintain the Licensed Property 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 maintain the Licensed Property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) 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. 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.

City Address:

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

with copy to:

Knight & Partners
Attorneys at Law
223 West Anderson Lane, Ste. A-105
Austin, Texas 78752
Telephone: (512) 323-5778
Facsimile: (512) 323-5773
Email: attorneys@cityattorneytexas.com

Licensee's Address:

Reagan's Overlook Homeowners Association, Inc.
c/o Premier Communities
Attn: Ivan Herlinsky
3103 Bee Cave Road, Suite 100
Austin, Texas 78746

with copies to:

Land Buddies, LLC
Attn: Joseph W. Straub
4408 Spicewood Springs Road
Austin, Texas 76759
Telephone: (512) 231-155
Facsimile: (512) _____
Email: jwstraub@hnsdevelopers.com

Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Telephone: (512) 435-2333
Facsimile: (512) 435-2360
Email: kflahive@abaustin.com

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 condition of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

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 the Improvements 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 City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the Improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

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

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

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

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

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 unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer. The assignment shall not be or become effective until approved in writing by the City Manager of the City.

[SIGNATURE PAGE TO FOLLOW]

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

LICENSOR: City of Leander

By: _____

Name: _____

Title: City Manager

LICENSEE: Reagan's Overlook Homeowners Association, Inc.

By: _____

Joseph W. Straub, President

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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

Notary Public - State of Texas

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

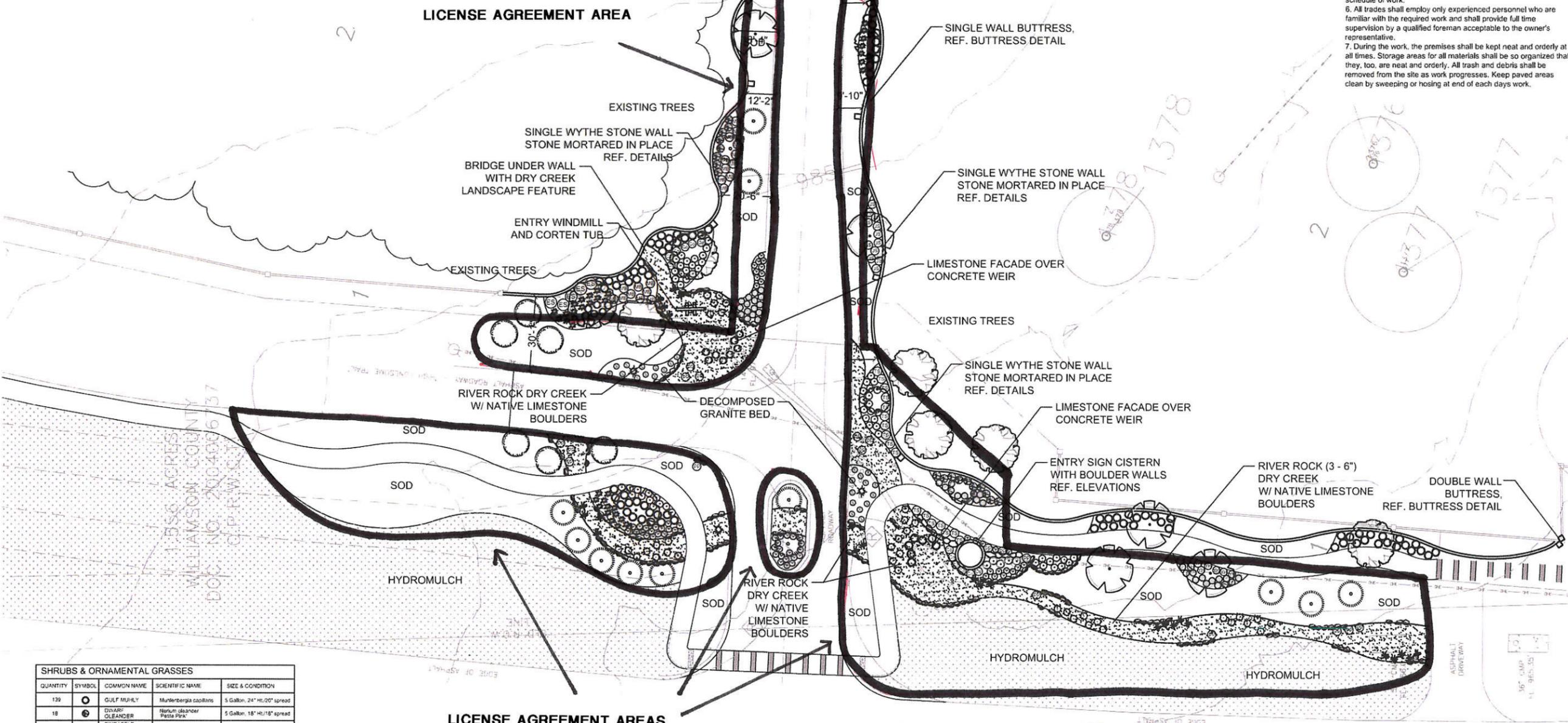
This instrument was acknowledged before me on this the ____ day of _____, 2014, by Joseph W. Straub, President of Reagan's Overlook Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

15' WIDE
WILLI
DOC.



- GENERAL NOTES:**
- All trades are responsible to locate all underground utilities prior to any digging.
 - All trades shall verify field conditions and notify the owner's representative of any discrepancies prior to commencing any work.
 - All trades shall provide all materials, transportation, labor, supervision, etc. required for completion of the work in accordance with the plans.
 - All trades shall comply with applicable Federal, State, County and local regulations governing landscape materials and work.
 - All trades are responsible for the quality of workmanship and schedule of work.
 - All trades shall employ only experienced personnel who are familiar with the required work and shall provide full time supervision by a qualified foreman acceptable to the owner's representative.
 - During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing at end of each days work.

PLANNED ENVIRONMENTS, INC. BECHTOL GOLF DESIGN WATERS OF AMERICA

9104 ATWATER COVE AUSTIN, TX 78733 (512)474-0806 (512)474-5458 fax peibg@peibg.com

Landscape & Construction Plans
Reagan's Overlook

NO	REVISION	DATE

PROJECT NAME & ADDRESS
Reagan's Overlook
Williamson County
Leander, TX

DATE 11/18/13 SCALE 1" = 20'

SHEET TITLE
Landscape & Construction Plan
SHEET NO.

L1.2 OF 4

SHRUBS & ORNAMENTAL GRASSES

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
139	○	GULF MYRTLE	<i>Muntingeria capillaris</i>	5 Gallon, 24" Hx12" spread
18	⊗	DWARF OLEANDER	<i>Nerium oleander</i>	5 Gallon, 18" Hx18" spread
5	○	PINEAPPLE GUAVA	<i>Fallopia selowiana</i>	5 Gallon, 24" Hx12" spread
4	⊗	BLUE AGAVE	<i>Agave weberi</i>	5 Gallon, 18" Hx18" spread
16	⊗	DWARF YAUPOON HOLLY	<i>Ilex vomitoria</i>	5 Gallon, 12" Hx12" spread
54	⊗	RED YUCCA	<i>Hesperaloe parviflora</i>	5 Gallon, 12" Hx12" spread
34	⊗	SOFT YUCCA	<i>Yucca recurvifolia</i>	5 Gallon, 18" Hx12" spread
23	⊗	THORNLESS PRICKLY PEAR	<i>Opuntia ficus</i>	5 Gallon, 18" Hx12" spread
5	⊗	ESPERANZA	<i>Tecoma stans</i>	5 Gallon, 18" Hx12" spread
17	⊗	TEXAS SAGE	<i>Leucophyllum frutescens</i>	5 Gallon, 18" Hx12" spread
12	⊗	COTONEASTER	<i>Cotoneaster glaucocorymbus</i>	5 Gallon, 18" Hx12" spread

PERENNIALS

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
57	○	SALVIA GREGGII	<i>Salvia greggii</i> - Red	1 Gallon, spaced as shown
19	○	JERUSALEM SAGE	<i>Phlomis tuberosa</i>	1 Gallon, spaced as shown
26	○	MEXICAN BUSH SAGE	<i>Salvia leucantha</i>	1 Gallon, spaced as shown
32	○	TRAILING ROSEMARY	<i>Rousselia officinalis</i>	1 Gallon, spaced as shown
79	○	RED LANTANA	<i>Lantana sp.</i> "Red Spread"	1 Gallon, spaced as shown
40	○	PINK SKULLCAP	<i>Scutellaria sulciflora</i>	1 Gallon, spaced as shown
31	○	COPPER CANYON DASY	<i>Tagetes tenera</i>	1 Gallon, spaced as shown
50	○	FLAME ACANTHUS	<i>Acanthus arifolius</i>	1 Gallon, spaced as shown
44	○	FALL ASTER	<i>Aster cordifolius</i>	1 Gallon, spaced as shown

*Quantities are totals for both entries

CANOPY TREES

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
7	⊗	MONTREY OAK	<i>Quercus polymorpha</i>	3.0" caliper, 12" Hx6" spread, container grown
6	⊗	LIVE OAK	<i>Quercus virginiana</i>	2.0" caliper, 12" Hx6" spread, container grown

ORNAMENTAL TREES

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
6	⊗	TREE YALPOON HOLLY	<i>Ilex vomitoria</i>	6" Hx 4" spread, multi-trunk 1" caliper min., 4 trunk minimum container grown
13	⊗	CRAPE MYRTLE DYNAMITE RED	<i>Lagerstroemia sp.</i>	6" Hx 4" spread, multi-trunk 1" caliper min., 4 trunk minimum container grown
3	⊗	MOUNTAIN LAUREL	<i>Sophora secundiflora</i>	6" Hx 4" spread, multi-trunk 1" caliper min., 4 trunk minimum container grown

Contractor Notes (total for both entries)

- Planting Plan (Landscape) Quantities:
- Sod = 19,105 S.F.
 - Bed Areas = 6,944 S.F.
 - Hydromulch Areas = 29,869 S.F.

Scale: 1" = 20'

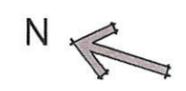


EXHIBIT A

These drawings are the sole property of Planned Environments. The use of these drawings is hereby restricted to the original site and intent for which they were prepared. Reproduction or reuse of these drawings in whole or in part without the written permission of Planned Environments is strictly prohibited. © Planned Environments, Inc. 2013.



Executive Summary

April 15, 2014

Subject: Consider Approval of the Lakewood Community Park Master Plan

Background: In December we began the process of master planning 125-acre Lakewood Community Park Master with the assistance of Baker-Aicklin & Associates. The park is located in the southeast area of the City and all the land is being dedicated as a requirement of the Parkland Dedication Ordinance by the Cold Springs, Hazlewood and Crystal Springs Residential Developments.

Public meetings were held at the Library on January 9th, February 13th and March 13th and an online planning blog was also established to facilitate a community survey, disseminate information and receive public input (<http://lakewoodcommunitypark.blogspot.com/>). Information relative to survey results and meeting notes can be viewed on the planning blog.

On May 5th the Parks & Recreation Advisory Board endorsed the Plan and recommended forwarding it to the Council for consideration of approval.

If approved, staff will then begin preparing an application to the Texas Parks & Wildlife Department for a \$400,000 grant to construct the initial phase of improvements. Council authorization to submit the grant application will be requested prior to submission. The total estimated cost to construct park is approximately \$5.5 million.

Financial Consideration: None at this time.

Recommendation: Staff respectfully recommends Council approval of the Lakewood Community Park Master Plan, as presented.

Attachments: Park Master Plan, Plan Perspectives; and Opinion of Probable Cost

Prepared by: Stephen Bosak, Parks & Recreation Director



- context
1. main entry
 2. skate park
 3. "birthday party" pavilions
 4. parking lot (200 parking spots)
 5. playground
 6. restrooms/storage
 7. splash pad
 8. basketball/volleyball courts
 9. water quality/filtration basin
 10. pecan/walnut orchard
 11. off leash dog park (big/little dogs)
 12. amphitheater
 13. pavilions
 14. Blockhouse Creek Trail
 15. fishing pier
 16. kayak/canoe launch
 17. nature area kiosk
 18. kayak/canoe rental station
 19. wildlife viewing area





PROJECT: **Leander Lakewood Park**
 RE: **Opinion of Probable Construction Costs**

April 30, 2014

Item Number	Description	Units	Unit Price	Quantity	Total Price
PARK ENTRANCE					\$9,000.00
1	Entry Signage	LS	\$6,000.00	1	\$6,000.00
2	Landscape/Irrigation Allowance	LS	\$3,000.00	1	\$3,000.00
ROADWAY ENTRANCE					\$47,610.00
3	Subgrade Prep	SY	\$2.00	2070	\$4,140.00
4	Crushed Limestone Base (Est. 8" Course)	SY	\$11.00	2070	\$22,770.00
5	1.5" HMAC	SY	\$10.00	2070	\$20,700.00
PARKING LOT #1 - WEST (90 sp.)					\$134,050.00
6	Subgrade Prep	SY	\$2.00	4650	\$9,300.00
7	Crushed Limestone Base (Est. 8" Course)	SY	\$11.00	4650	\$51,150.00
8	1.5" HMAC	SY	\$10.00	4650	\$46,500.00
9	Wheel Stops	EA	\$50.00	50	\$2,500.00
10	Stripping, Signs	LS	\$3,000.00	1	\$3,000.00
11	Median Landscape/Irrigation Allowance (10,800 ft ²)	LS	\$16,000.00	1	\$16,000.00
12	Shade Trees (with Irrigation)	EA	\$400.00	14	\$5,600.00
PARKING LOT #2 - EAST (110 sp.)					\$151,440.00
13	Subgrade Prep	SY	\$2.00	5430	\$10,860.00
14	Crushed Limestone Base (Est. 8" Course)	SY	\$11.00	5430	\$59,730.00
15	1.5" HMAC	SY	\$10.00	5430	\$54,300.00
16	Wheel Stops	EA	\$50.00	55	\$2,750.00
17	Stripping, Signs	LS	\$2,500.00	1	\$2,500.00
18	Median Landscape/Irrigation Allowance (9,700 ft ²)	LS	\$14,500.00	1	\$14,500.00
19	Shade Trees (with Irrigation)	EA	\$400.00	17	\$6,800.00
GREAT LAWN					\$246,450.00
20	Turfgrass surface - Bermudagrass sprigs	SF	\$0.08	465000	\$37,200.00
21	Irrigation Allowance	SF	\$0.45	465000	\$209,250.00
SKATE PARK					\$275,000.00
22	Concrete Bowls and Streetscape (12,300 ft ²)	SF	\$275,000.00	1	\$275,000.00
PLAYGROUND					\$292,500.00
23	Surfacing (Engineered Wood Fiber)	SF	\$1.00	37500	\$37,500.00
24	Playground Equipment	LS	\$250,000.00	1	\$250,000.00
25	Landscape/Irrigation Allowance	LS	\$5,000.00	1	\$5,000.00
SPLASH PAD					\$335,000.00
26	Cool Deck Surfacing	SF	\$7.00	15000	\$105,000.00
27	Splash Pad Equipment & Water Systems/Pumps	LS	\$230,000.00	1	\$230,000.00
RECREATIONAL SITE AMENITIES					\$70,000.00
28	Basketball Court (Slab, Surfacing and Equipment)	LS	\$45,000.00	1	\$45,000.00
29	Double Sand Volleyball Court (Perimeter edge, Sand and Equipment)	LS	\$25,000.00	1	\$25,000.00
DOG PARK					\$20,530.00
30	4' vinyl coated chainlink perimeter fence	LF	\$13.00	950	\$12,350.00
31	4' vinyl coated chainlink interior fence	LF	\$13.00	260	\$3,380.00
32	4' vinyl coated chainlink gate	EA	\$250.00	2	\$500.00
33	Dog Waste Bag Dispensers	EA	\$325.00	4	\$1,300.00
34	Benches	EA	\$500.00	6	\$3,000.00
MISC. SITE AMENITIES					\$956,500.00
35	Walnut/Pecan Orchard	EA	\$400.00	70	\$28,000.00
36	Standard Pavilion/Shelter	EA	\$32,000.00	7	\$224,000.00
37	"Birthday Party" Pavilion (Structure, Piers, Slab and Stone Columns)	EA	\$42,000.00	5	\$210,000.00
38	Picnic Tables	EA	\$900.00	50	\$45,000.00
39	Benches	EA	\$750.00	20	\$15,000.00

40	Nature Area Kiosk	EA	\$2,000.00	1	\$2,000.00
41	Trash Receptacles	EA	\$300.00	20	\$6,000.00
42	Amphitheater - Quarry Block Limestone Stage (15'x10'x2')	LS	\$2,500.00	1	\$2,500.00
43	Arch Backstops (30' wide vinyl black coating)	EA	\$8,000.00	2	\$16,000.00
44	Bike Racks	EA	\$500.00	6	\$3,000.00
45	Fishing Pier (500' length - 15' wide)	LS	\$175,000.00	1	\$175,000.00
46	Wayfinding/Trailhead Signage (10-15 signs)	LS	\$5,000.00	1	\$5,000.00
47	Restroom Facility (1500 ft ² - 3 men, 3 women, Storage)	LS	\$225,000.00	1	\$225,000.00
SIDEWALKS					\$949,530.00
48	Blockhouse Creek Trail (10' wide, 5" thick concrete)	LF	\$50.00	7025	\$351,250.00
49	Sidewalks (8' wide, 5" thick concrete walkways throughout park)	LF	\$32.00	11950	\$382,400.00
50	Sidewalks (10' wide, 6" thick for emergency maintenance access)	LF	\$60.00	1050	\$63,000.00
51	Sidewalk (8' wide, 5" thick concrete around Wildlife Viewing Area)	LF	\$32.00	1680	\$53,760.00
52	Decomposed Granite path (8' wide)	LF	\$24.00	2250	\$54,000.00
53	Nature Based Trail - Mulch (6' wide)	LF	\$8.00	5640	\$45,120.00
LIVERY LAGOON					\$171,840.00
54	Kayak/Canoe Launch (200' length - 15' wide)	LS	\$75,000.00	1	\$75,000.00
55	Concession/Rental Station with Storage	LS	\$85,000.00	1	\$85,000.00
56	Sand Loam for Livery Lagoon Beach (2200 SY, 6" thick)	CY	\$32.00	370	\$11,840.00
MISC.					\$731,890.00
57	Misc. Construction Allowance: Unclassified Earthwork for all infrastructure; Temp. E/S controls, Clearing & Grubbing; Reveg., Wet & Dry Site Utilities, Site Lighting etc.	LS	\$731,890.00	1	\$731,890.00
Subtotal Construction Costs					\$4,391,340.00
58	Mobilization	LS	5.0%		219,567.00
59	Construction Contingency	LS	20.0%		878,268.00
Subtotal Construction Costs					\$1,097,835.00
TOTAL					\$5,489,175.00

Assumptions/Disclaimers:

- 1) All Opinion of Probable Construction Costs (OPCC) represent the Consultant and their Sub-Consultant(s) best judgment as professionals familiar with the construction industry and current available unit pricing. Consultant/Sub-Consultant(s) do not guarantee that proposals, bids or actual Project Construction Costs will not vary from this opinion. Quantities are estimates only and the actual amount of work and/or materials are contingent upon final existing conditions, survey and construction design of these improvements.
- 2) Unit pricing is based on average cost statewide and does not account for any site specific determinates that would effect costs of construction (i.e.- unknown subsurface conditions, structural foundations/footing per local soil conditions, etc.)
- 3) Professional Design (PS&E), Bid and Construction Observation services are not included in this OPCC (i.e. - landscape architectural, civil, architectural, structural, MEP, geotechnical, surveying, etc.)
- 4) Regulatory Review, Permitting and Fees are not included in this OPCC.
- 5) Horizontal utility adjustments/relocations/extensions/services for storm sewer, domestic water, sanitary sewer, gas, electric and communication utility lines to the site are not included in this OPCC.
- 6) Projection of future construction costs should include a 10% annual increase at a minimum.





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PARKING AREA
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Executive Summary

May 15, 2014

-
- Agenda Subject:** Zoning Ordinance Case 14-OR-004: Hold a public hearing and consider action on amending sections of the Composite Zoning Ordinance regarding the screening requirements for lots located adjacent to major roadways.
- Background:** Staff is proposing to amend the Composite Ordinance to require screening walls along homes when they are adjacent to collectors and to modify the required materials.
- Origination:** Planning Department
- Financial Consideration:** None
- Recommendation:** Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval of the amendment to the Composite Zoning Ordinance at the May 8, 2014 meeting.
- Attachments:**
1. Planning Analysis Summary of Proposed Amendments
 2. Ordinance
 3. Minutes – Planning & Zoning Commission May 08, 2014
- Prepared By:** Tom Yantis, AICP
Development Services Director
- 05/09/2014



PLANNING ANALYSIS

ORDINANCE CASE 14-OR-004 ZONING ORDINANCE AMENDMENTS

ARTICLE VI, SECTION 8. SINGLE-FAMILY AND TWO-FAMILY LOTS ABUTTING OR ADJACENT TO TOLLWAY, HIGHWAY, OR ARTERIAL ROADWAY

SECTION 8: SINGLE-FAMILY AND TWO-FAMILY LOTS ABUTTING OR ADJACENT TO TOLLWAY, HIGHWAY, ~~OR MAJOR~~ ARTERIAL, OR COLLECTOR ROADWAY

For single-family and two-family lots ~~(except in the SFR district)~~ contained within a subdivision receiving approval for a preliminary plat and final plat or a short form plat after the effective date of this ordinance and abutting or adjacent to a tollway, highway, ~~or major~~ arterial, or collector roadway; ~~and San Gabriel Parkway~~ as identified on the Leander ~~Roadway Transportation Plan (specified roadway)~~ or based on roadway design, direct driveway access to any single-family or two-family lot from such roadway shall be prohibited. The following are also applicable:

- (a) For lots abutting tollway, highway, or arterial ~~such specified~~ roadways and facing (having frontage exclusively on) such roadway, the following shall be provided (see Figure P – following page):
- (1) A front parallel common access road at least twenty-two (22) feet in width (face of curb to face of curb) located on a thirty (30) foot wide public ROW (or private lot maintained by an association or other private authority and dedicated as a public access easement) shall be provided adjacent to the specified roadway. Such street shall be designed in accordance with the Transportation Criteria Manual; however, no sidewalk is required on this street if there is a sidewalk on the specified roadway. The access drive is required to have access to a street other than the specified roadway and such intersection is required to be located at least one-hundred feet from the intersection of another street. Limited access points to the specified roadway may be approved by the Director of Planning provided such access points are no closer than three-hundred feet to the intersection of another street or common access drive. The Director of Planning and the Fire Chief may approve sole access to a specified roadway if other access is not reasonably feasible, necessary turn-arounds are provided and such plan creates the most desirable residential layout.
 - (2) The required front building setback shall be measured from the access road ROW or private lot / access drive and may be reduced by five feet from the standard front setback requirements. If the access road is privately maintained on a private lot, the single-family or two-family lot(s) shall front on the private lot / access drive and such frontage shall be considered as public road frontage for purposes of the subdivision ordinance.
 - (3) A landscape lot at least ten feet in width is required to be dedicated between the common access road and the specified roadway ROW and is required to be planted as follows: for every six hundred (600) square feet of landscape area, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent

(50%) of the shade trees if desired. No fence is permitted within this landscape lot or parallel common access road unless it is a wrought iron, tubular metal or similar decorative fence and does not create a visibility obstruction. This landscape lot may be dedicated as public ROW if the applicant provides for ongoing maintenance of the landscaping and the common access road is dedicated as public ROW.

- (b) For lots adjacent to tollway, highway, arterial, or collector ~~such specified~~ roadways and backing up to such roadway (having frontage on another roadway of a lesser classification), the following shall be provided (see Figure Q – following pages):
- (1) A landscape lot is required between the lot and the specified roadway. Such landscape lot is required to be at least ten (10) feet wide and is required to be planted as follows: for every six hundred (600) square feet of landscape area, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent of the shade trees if desired.
 - (2) A six-foot privacy fence is required to be constructed at the common lot line between the landscape lot and the single-family or two-family lots. The fence is required to be constructed of one or more of the following materials: ~~textured pre-cast concrete (e.g. WoodCrete)~~, brick, stone, cast stone, stucco, factory tinted (not painted) split-faced concrete masonry unit, or other similar material approved by the Director of Planning. In addition to the materials listed above, textured pre-cast concrete (e.g. WoodCrete) is also permitted when the privacy fence is adjacent to collectors. All columns are required to have concrete footings. The landscape lot is required to be maintained by a private association.
- (c) For lots adjacent to tollway, highway, arterial, or collector ~~such specified~~ roadways and having a side of the lot adjacent to such roadway (having frontage on another roadway of a lesser classification), the following shall be provided (see Figure Q – previous page):
- (1) A landscape lot is required between the lot and the specified roadway. Such landscape lot is required to be at least ten (10) feet wide and is required to be planted as follows: for every six hundred (600) square feet of landscape area, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent (50%) of the shade trees if desired.
 - (2) A six-foot privacy fence is required to be constructed at the common lot line between the landscape lot and the single-family or two-family lots from the rear lot line to a point even with the rear wall of the house at a minimum, but no further than to a point even with the front wall of the house. Any fence closer to the front lot line than the front wall of the house shall not exceed three feet in height; however, such fence is not required. Such fence is required to be constructed of one or more of the following materials: ~~textured pre-cast concrete (e.g. WoodCrete)~~, brick, stone, cast stone, stucco, factory tinted (not painted) split-faced concrete masonry unit, or other similar material approved by the Director of Planning. In addition to the materials listed above, textured pre-cast concrete (e.g. WoodCrete) is also permitted when the privacy fence is adjacent to collectors. All columns are required to have concrete footings. The landscape lot is required to be maintained by a private association.

FIGURE P

SINGLE-FAMILY & TWO-FAMILY
LOTS FACING ~~MAJOR~~ ARTERIAL ROADWAY

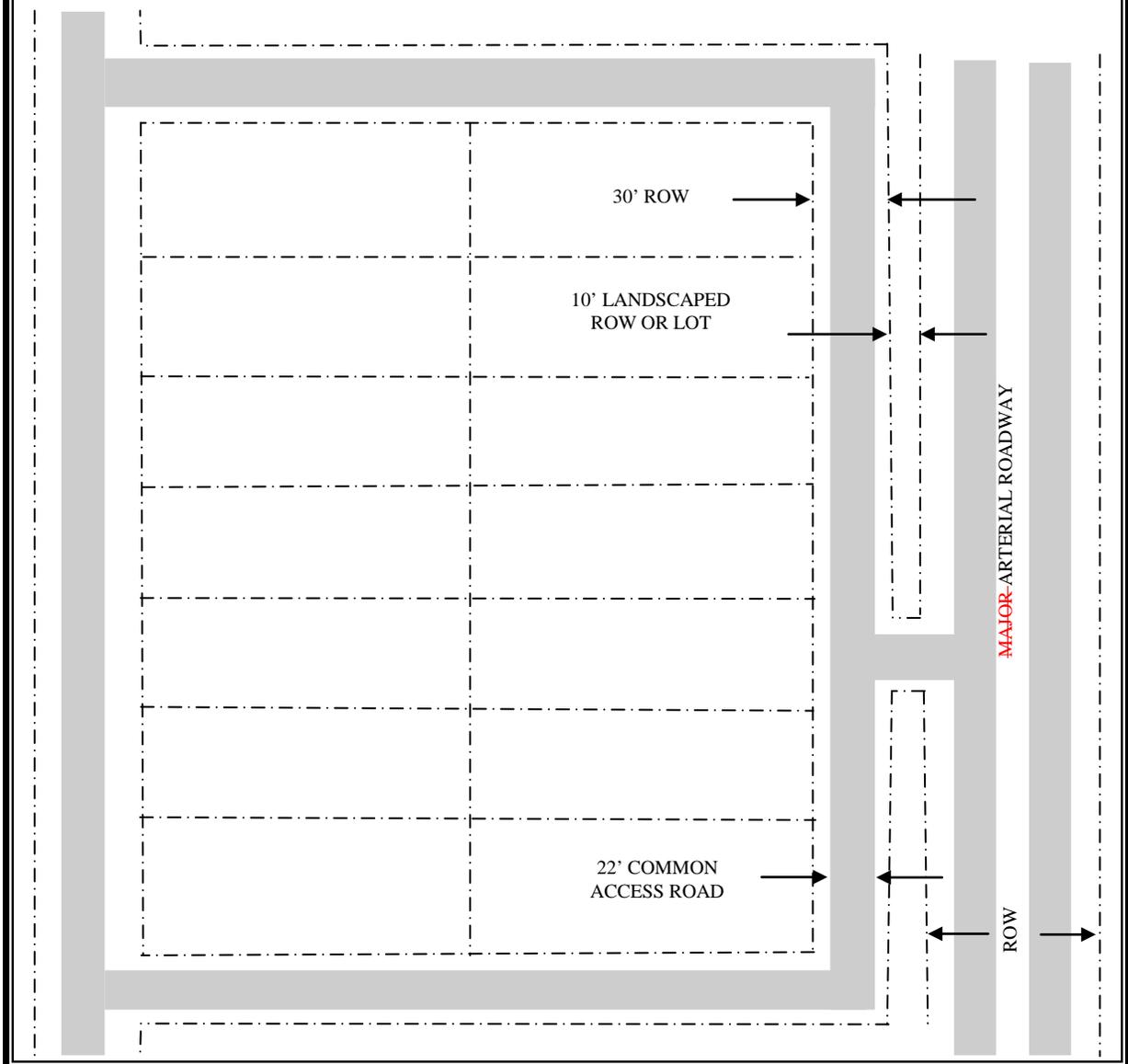
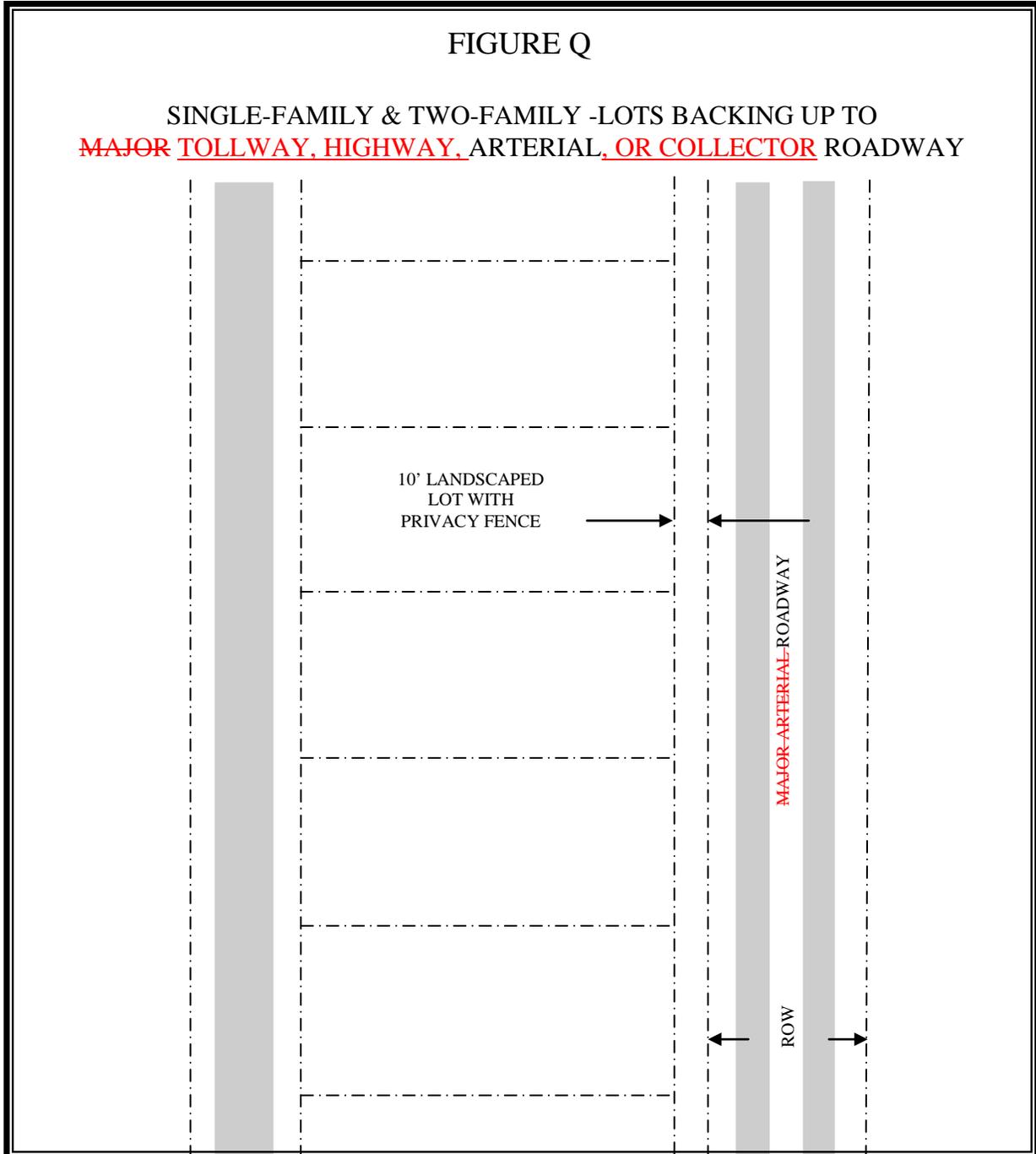


FIGURE Q

SINGLE-FAMILY & TWO-FAMILY -LOTS BACKING UP TO
MAJOR TOLLWAY, HIGHWAY, ARTERIAL, OR COLLECTOR ROADWAY



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.200, THE COMPOSITE ZONING ORDINANCE, REGULATING THE SCREENING REQUIREMENTS FOR LOTS LOCATED ADJACENT TO MAJOR ROADWAYS; 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. Amendment of Article VI, Section 8. Article VI, Section 8 of the Composite Zoning Ordinance are hereby amended in its entirety as follows:

Section 8: Single-Family and Two-Family Lots Abutting or Adjacent to Tollway, Highway, Arterial, or Collector Roadway

For single-family and two-family lots contained within a subdivision receiving approval for a preliminary plat and final plat or a short form plat after the effective date of this ordinance and abutting or adjacent to a tollway, highway, arterial, or collector roadways as identified on the Leander Transportation Plan or based on roadway design, direct driveway access to any single-family or two-family lot from such roadway shall be prohibited. The following are also applicable:

- (a) For lots abutting tollway, highway, or arterial roadways and facing (having frontage exclusively on) such roadway, the following shall be provided (see Figure P – following page):
 - (1) A front parallel common access road at least twenty-two (22) feet in width (face of curb to face of curb) located on a thirty (30) foot wide public ROW (or private lot maintained by an association or other private authority and dedicated as a public access easement) shall be provided adjacent to the specified roadway. Such street shall be designed in accordance with the Transportation Criteria Manual; however, no sidewalk is required on this street if there is a sidewalk on the specified roadway. The access drive is required to have access to a street other than the specified

roadway and such intersection is required to be located at least one-hundred feet from the intersection of another street. Limited access points to the specified roadway may be approved by the Director of Planning provided such access points are no closer than three-hundred feet to the intersection of another street or common access drive. The Director of Planning and the Fire Chief may approve sole access to a specified roadway if other access is not reasonably feasible, necessary turn-arounds are provided and such plan creates the most desirable residential layout.

- (2) The required front building setback shall be measured from the access road ROW or private lot / access drive and may be reduced by five feet from the standard front setback requirements. If the access road is privately maintained on a private lot, the single-family or two-family lot(s) shall front on the private lot / access drive and such frontage shall be considered as public road frontage for purposes of the subdivision ordinance.
 - (3) A landscape lot at least ten feet in width is required to be dedicated between the common access road and the specified roadway ROW and is required to be planted as follows: for every six hundred (600) square feet of landscape area, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent (50%) of the shade trees if desired. No fence is permitted within this landscape lot or parallel common access road unless it is a wrought iron, tubular metal or similar decorative fence and does not create a visibility obstruction. This landscape lot may be dedicated as public ROW if the applicant provides for ongoing maintenance of the landscaping and the common access road is dedicated as public ROW.
- (b)** For lots adjacent to tollway, highway, arterial, or collector roadways and backing up to such roadway (having frontage on another roadway of a lesser classification), the following shall be provided (see Figure Q – following pages):
- (1) A landscape lot is required between the lot and the specified roadway. Such landscape lot is required to be at least ten (10) feet wide and is required to be planted as follows: for every six hundred (600) square feet of landscape area, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent of the shade trees if desired.
 - (2) A six-foot privacy fence is required to be constructed at the common lot line between the landscape lot and the single-family or two-family lots. The fence is required to be constructed of one or more of the following materials: brick, stone, cast stone, stucco, factory tinted (not painted) split-faced concrete masonry unit, or other similar material approved by the Director of Planning. In addition to the materials listed above, textured pre-cast concrete (e.g. WoodCrete) is also permitted when the privacy fence is adjacent to collectors. All columns are required to have concrete footings. The landscape lot is required to be maintained by a private association.

- (c) For lots adjacent to tollway, highway, arterial, or collector roadways and having a side of the lot adjacent to such roadway (having frontage on another roadway of a lesser classification), the following shall be provided (see Figure Q – previous page):
- (1) A landscape lot is required between the lot and the specified roadway. Such landscape lot is required to be at least ten (10) feet wide and is required to be planted as follows: for every six hundred (600) square feet of landscape area, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent (50%) of the shade trees if desired.
 - (2) A six-foot privacy fence is required to be constructed at the common lot line between the landscape lot and the single-family or two-family lots from the rear lot line to a point even with the rear wall of the house at a minimum, but no further than to a point even with the front wall of the house. Any fence closer to the front lot line than the front wall of the house shall not exceed three feet in height; however, such fence is not required. Such fence is required to be constructed of one or more of the following materials: brick, stone, cast stone, stucco, factory tinted (not painted) split-faced concrete masonry unit, or other similar material approved by the Director of Planning. In addition to the materials listed above, textured pre-cast concrete (e.g. WoodCrete) is also permitted when the privacy fence is adjacent to collectors. All columns are required to have concrete footings. The landscape lot is required to be maintained by a private association.

Section 3. Amendment to Figures P and Q. Figures P and Q of the Composite Zoning Ordinance are hereby amended in their entirety to read as set forth in attachments entitled Figure P and Figure Q attached to this Ordinance.

Section 4. 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 5. 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 6. 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 7. Severability. It is hereby declared to be the intention of the City Council that the

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

Section 8. 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 15th day of May, 2014.

PASSED AND FINALLY APPROVED on the 5th day of June, 2014.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

10. **Zoning Ordinance Case 14-OR-004:** Hold a public hearing and consider action on amending sections of the Composite Zoning Ordinance regarding the screening requirements for lots located adjacent to major roadways.

a) Staff Presentation

Robin Griffin, Senior Planner explained the amendment to the Composite Zoning 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 Anderson moved to approve with staff recommendation, Commissioner Sokol seconded the motion. Motion passed unanimously.

11. Meeting adjourned at 7:48 p.m.

Chairman Seiler

ATTEST: _____
Ellen Pizalate, P & Z Secretary



Executive Summary

May 15, 2014

Agenda Subject: Zoning Case 14-Z-007: Hold a public hearing and consider action on the rezoning of a tract of land generally located on the north side of W. San Gabriel Pkwy approximately 400 ft west from the intersection of US 183 and W San Gabriel Pkwy; 28.0 acres more or less out of the AW0134 – Cochran, C. Survey; WCAD Parcel #R031694. Currently, the property is zoned PUD (Planned Unit Development) and the applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas.

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

Origination: Applicant: Robert Wunsch on behalf of Waterstone Tylerville LP.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval at the May 8, 2014 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Letter of Intent
5. Ordinance
6. Minutes – Planning & Zoning Commission May 08, 2014

Prepared By: Tom Yantis, AICP
Development Services Director

05/09/2014



PLANNING ANALYSIS

ZONING CASE 14-Z-007 TYLERVILLE PUD

GENERAL INFORMATION

- Owner:** Waterstone Tylerville LP.
- Current Zoning:** PUD/TOD (Planned Unit Development/Transit Oriented Development)
- Proposed Zoning:** PUD/TOD (Planned Unit Development/Transit Oriented Development)
- Size and Location:** The property located on the north side of W. San Gabriel Pkwy approximately 400 ft west from the intersection of US 183 and W San Gabriel Pkwy and includes approximately 28 acres.
- Staff Contact:** Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	HC-4-C Interim SFR-1-B	Undeveloped Property
EAST	PUD/TOD	Existing Commercial & Residential Uses
SOUTH	PUD/TOD	Proposed Oak Creek Subdivision
WEST	PUD/TOD	Undeveloped Property located within the TOD owned by Hill Country Bible Church

COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS

PUD/TOD – PLANNED UNIT DEVELOPMENT/TRANSIT ORIENTED DEVELOPMENT:

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

T3 TRANSECT – SUB-URBAN ZONE

The Sub-Urban Zone, though similar to conventional suburban single-family house areas, differs by its street connectivity and by allowing home occupations. It is typically adjacent to other urban T-Zones. This zone is naturalistic in its planting. Blocks may be large and the roads irregular to accommodate site conditions.

T4 TRANSECT – NEIGHBORHOOD GENERAL ZONE:

The Neighborhood General Zone has a denser, primarily residential urban fabric. Mixed use is confined to certain corner locations. This Zone has a wide range of building types. Single, sideyard, and row houses are set close to frontages. Streets typically define medium-sized blocks.

CONVENTIONAL ZONE:

The Conventional Zone designation allows for the property to be developed pursuant to the Composite Zoning Ordinance, Subdivision Ordinance, and other development ordinances with the addition of specific architectural standards.

COMPREHENSIVE PLAN STATEMENTS:

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

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

ANALYSIS:

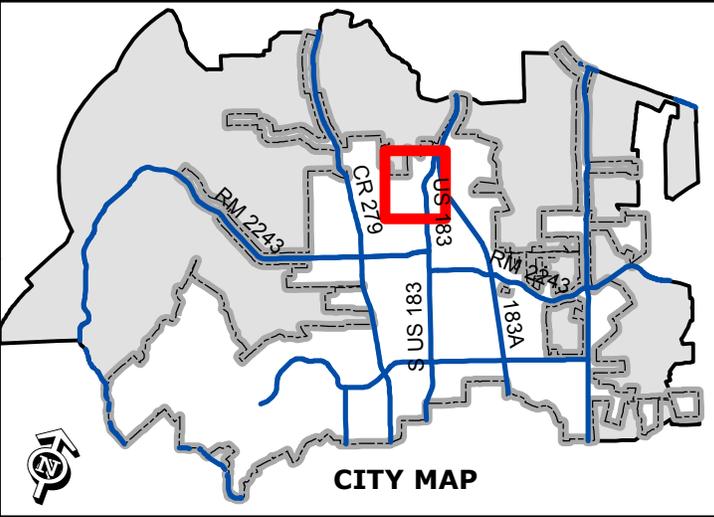
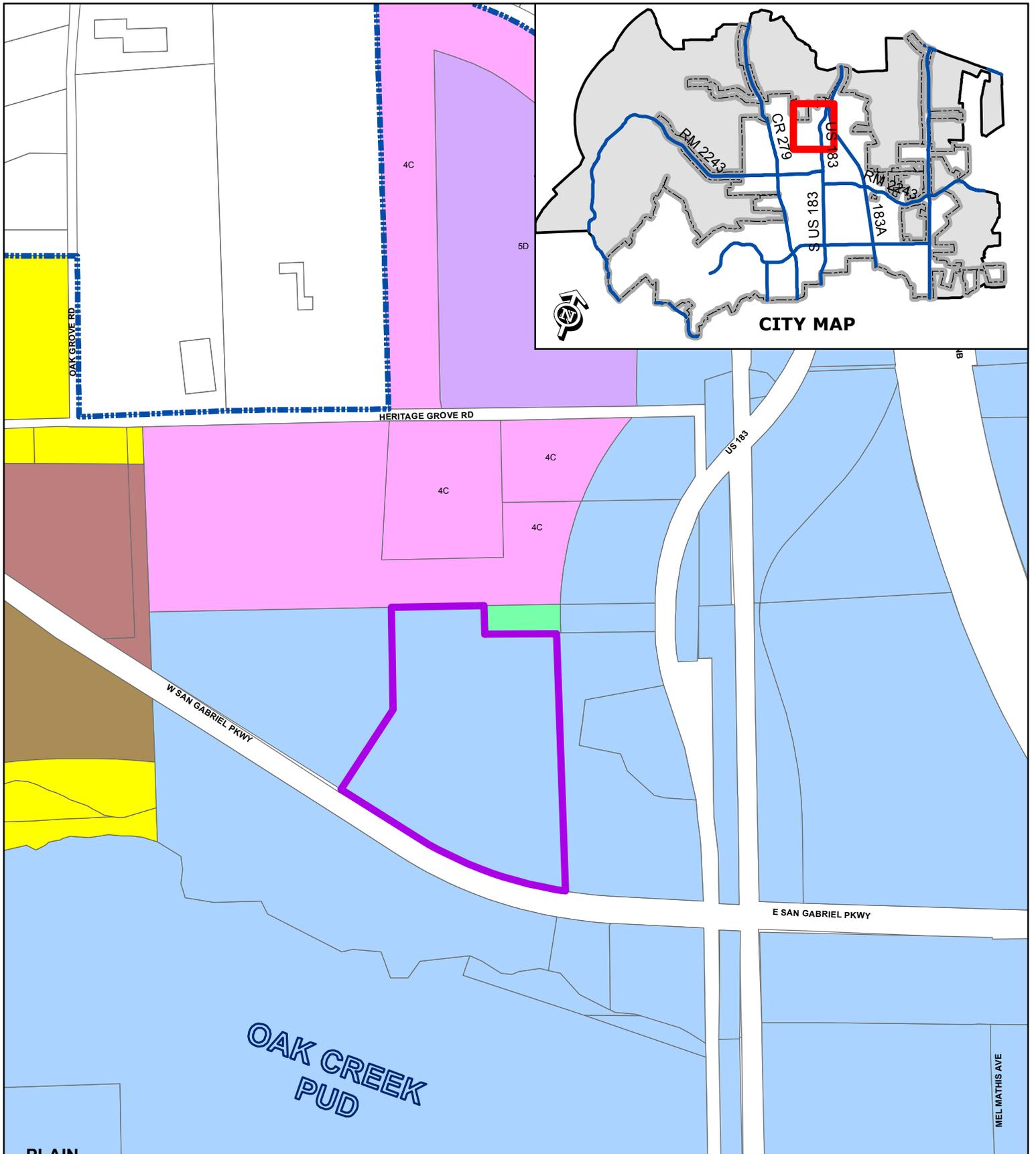
The applicant is requesting an amendment to the TOD/PUD (Transit Oriented Development/Planned Unit Development) district in to order to remove the property T3 and T4 transect zones and place the property within the Conventional Zone. They are also requesting a minimum density of six units per acre.

If this request is approved, the next step in the process would be for the applicant to submit a PUD zoning application that includes a Conceptual Site Layout and Land Use Plan. This plan would designate the proposed Composite Zoning districts and any other development standards that they will follow for the development of the project. Currently, the T4 Transect requires a minimum residential density of 12 units per acre and the T3 Transect requires a minimum residential density of 4 units per acre. The adjacent property is located within the T5 Neighborhood Center Zone which requires a higher density of a minimum of 20 units per acre.

The proposed SmartCode update includes this lot in the Conventional Development Sector which is similar to the Conventional District.

STAFF RECOMMENDATION:

Staff recommends approval of the requested TOD/PUD amendment. The proposed land use is compatible with the neighboring properties. This request conforms to the proposed SmartCode update.



ZONING CASE 14-Z-007

Attachment #2

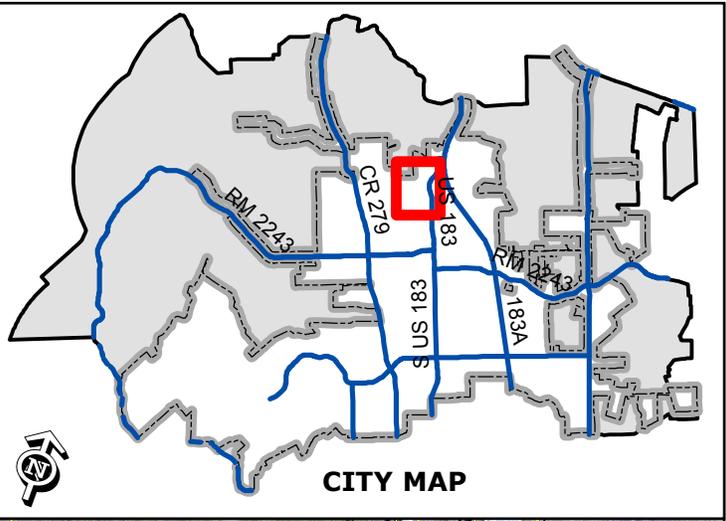
Current Zoning Map
Tylerville PUD



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

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





ZONING CASE 14-Z-007 Attachment #3

Aerial Exhibit - Approximate Boundaries
Tylerville PUD



-  Subject Property
-  City Limits

**Waterstone Tylerville, L.P.
10500 Avery Club Drive
Austin, Texas 78717**

March 25, 2014

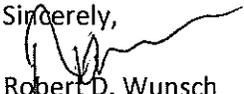
City of Leander
200 W. Willis Street
Leander, Texas 78641

To Whom It May Concern:

The intent on the PUD zoning change that I am submitting is to get the required density reduced on the 28 acres in question. The developer would like to have a density of six (6) units per acre. We would also like to request Conventional Zoning according to Article 8 of the Leander Smart Code per the attached. This density and zoning works with the proposed development.

Please feel to call with any questions.

Sincerely,


Robert D. Wunsch
Waterstone Tylerville, LP.

ARTICLE 8

★CONVENTIONAL ZONE★

8.1 APPLICABILITY

The geographic area within the Conventional Zone designated on the Transect Map shall be developed pursuant to the zoning ordinance, subdivision ordinance and other development ordinances that are in effect from time to time outside the area designated on the Transect Map, except the following architectural standards apply only to the Conventional Zone.

8.2 ARCHITECTURAL STANDARDS

- 8.2.1 **ROOF PITCH.** The predominant roof pitch for each house shall be 8:12 or steeper. Certain exceptions may apply:
- a. In certain small areas that are not visible from the street (front or side) a lesser pitch may be used where it is infeasible to construct a roof of prescribed pitch given the floor plan and architecture of the home (i.e. in areas that need to be covered by a flat roof because the geometry of a pitched roof is infeasible).
 - b. In certain small areas (less than 15% of the total roof area) of the house, such as porches and covered patios, where a lower pitched roof is necessary to accomplish a certain architectural style that cannot be accomplished in another way shall be allowed (i.e. a low pitched front porch roof to accomplish a "Texas Hill Country" style home).

8.2.2 **ROOF MATERIAL.** The following shall be allowed:

- a. Fiberglass shingles-roofing be "dimensional style" shingles of at least 300 lbs. per square (No three tab roofing is allowed).
- b. Concrete Tile
- c. Concealed-fastener standing seam metal roof allowed on larger houses (No galvanized aluminum is allowed).

8.2.3 **MASONRY.**

- a. 100% stone, stucco or brick shall be utilized on first floor (80% overall including 2nd level areas). Only clay brick shall be utilized. No concrete brick or "king sized" brick is allowed.
- b. Masonry must extend to a point no higher than 16 inches from the finished grade at the base of the concrete foundation. Houses with a tall foundation wall shall incorporate a lowered masonry lug where the masonry will cover the side of the foundation.
- c. Fireplaces and chimneys located on an exterior wall must be 100% masonry. The masonry shall be the same material on all four sides of the chimney as it extends above the roof. Chimneys that are not on an interior wall and extend solely above the roof may use materials other than masonry.

8.2.4 **GARAGE DOORS.**

- a. Heavy gauge steel doors with deeply

embossed panels shall be utilized.

- b. Cedar-faced wooden garage doors are allowed.

8.2.5 ARCHITECTURAL DESIGN.

- a. Designs with front porches and appropriate details such as shutters are encouraged.
- b. Sidewalks shall be located per street section.

8.2.6 LANDSCAPING.

- a. Minimum 2-inch caliper trees shall be planted.
- b. A "street" tree shall be located between curb and sidewalk.
- c. Trees shall be irrigated and maintained by home owner.
- d. Front yards shall be irrigated and sodded by developer.
- e. Backyards shall be sodded by developer.

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE PLANNED UNIT DEVELOPMENT KNOWN AS THE TRANSIT ORIENTED DEVELOPMENT DISTRICT FOR SEVERAL PARCELS OF LAND BY CREATING THE TYLERVILLE PLANNED UNIT DEVELOPMENT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described herein after (the "Property"), which is located within the planned unit development known as the Transit Oriented Development District (the "TODD"), has requested that the Property be rezoned and a planned unit development plan (the "PUD plan") for the Tylerville Planned Unit Development ("PUD") be adopted;

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 TODD Ordinance. Ordinance No.05-026, as amended, the City of Leander TODD Ordinance, is hereby modified and amended for these Properties as set forth in Section 3.

Section 3. Property Rezoned. The TODD Ordinance is hereby amended by creation of the Tylerville PUD, which are herein referred to as the "Property," generally located on the north side of West San Gabriel Pkwy to the west of the intersection of US 183 and West San Gabriel Pkwy, and more particularly described as follows: 28.0 acres out of the Charles Cochran League, Abstract Number 134, located in Leander, Williamson County, Texas, being more particularly shown and described in Exhibits "A" and "B"; and identified by tax identification number R031694. The Property is zoned to the planned unit development district known as the Tylerville PUD within the TODD. The Property shall not be developed until a Conceptula Site Layout and Land Use Plan is submitted.

Section 4. 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 5. 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 6. 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 15th day of May, 2014.
FINALLY PASSED AND APPROVED on this the 5th day of June, 2014.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

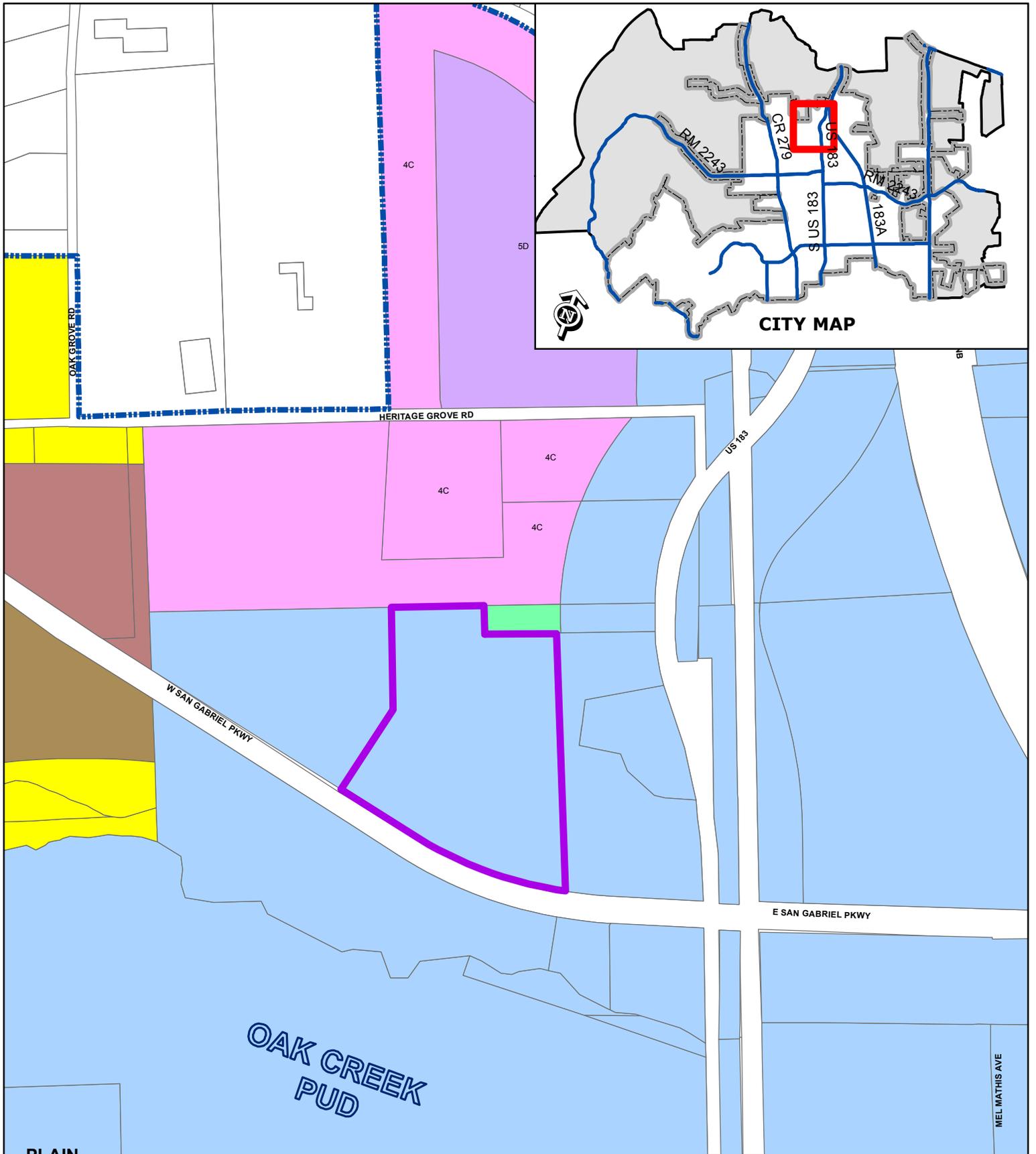


EXHIBIT A

**Zoning Case
14-Z-007**

Tylerville PUD



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

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



Public Hearing

6. Subdivision Case 13-PP-013: Hold a public hearing and consider action on the Crystal Springs Preliminary Plat, for 135.76 acres more or less; WCAD Parcels #R031227, R432781, R051457, R523991, R031205, R031204, R031206; generally located on the south side of E. Crystal Falls Pkwy approximately 1/3 of a mile from the intersection of Hwy 183A and E Crystal Falls Pkwy; Williamson County, Texas. Applicant/Agent: Steven Crauford on behalf of BLD Crystal Springs, LLC.

a) Staff Presentation

Martin Siwek, Planner stated that staff reviewed the request and it has staff approval.

b) Applicant Presentation

Steven Crauford & Chris Fields were present for questions.

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

7. **Zoning Case 14-Z-007:** Hold a public hearing and consider action on the rezoning of a tract of land generally located on the north side of W. San Gabriel Pkwy approximately 400 ft west from the intersection of US 183 and W San Gabriel Pkwy; 28.0 acres more or less out of the AW0134 – Cochran, C. Survey; WCAD Parcel #R031694. Currently, the property is zoned PUD (Planned Unit Development) and the applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas. Applicant: Robert Wunsch on behalf of Waterstone Tylerville LP.

a) Staff Presentation

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

b) Applicant Presentation

Bob Wunsch explained the purpose of the zoning request.

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

Some discussion took place.

f) Consider Action

Commissioner Sokol moved to approve the amended PUD (Planned Unit Development) zoning, Commissioner Saenz seconded the motion. Motion passed unanimously.

8. Discussion and possible action on the procedures regarding the approval process for concept plans associated with development agreements.

a) Staff Presentation

Tom Yantis, Director of Development Services discussed the current procedures.

b) Discussion

Commissioners had discussion and directed staff to research other cities' regulations regarding public notification and concept plans.

c) Consider Action

No action was taken.

9. Subdivision Case 14-FP-006: Consider action on the Travisso, Section 1, Phase 2 Final Plat for 122.674 acres more or less; TCAD Parcel 382583 and 513809; generally located to the northeast of the intersection of RM 1431 and Travisso Parkway, more specifically located to the northeast of the intersection of Travisso Parkway and Venezia View; Travis County, Texas. Applicant/Agent: Samuel Kiger on behalf of Travisso, Ltd.

a) Staff Presentation

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

b) Applicant Presentation

Heath Melton spoke about meeting with the homeowners in Crystal Falls.

c) Discussion

Discussion took place.

d) Consider Action

Commissioner Sokol moved to approve with staff recommendation, Commissioner Stephenson seconded the motion. Motion passed unanimously.



Executive Summary

May 15, 2014

Agenda Subject: Second reading of an ordinance of the City of Leander, Texas, annexing 304.13 acres of land, more or less, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

Background: The Resolution setting the two public hearings for March 27, 2014 and April 3, 2014 was approved by City Council on February 20, 2014. The first and second public hearings were conducted as scheduled. The first reading of the ordinance was approved on May 1, 2014. This is the second and final reading of the ordinance. This is an involuntary annexation.

Staff is recommending an amendment to the annexation ordinance to allow for new residential building permits to be issued for up to 180 days from the date of the annexation ordinance without having to meet the City's fire flow requirements as stipulated in the fire code. This will allow projects that are currently being planned to move forward prior to the City completing the water system improvements in the neighborhood.

Origination: City of Leander

Recommendation: Staff recommends that Council approve the second reading of the ordinance.

Attachments:

1. Annexation Ordinance

Prepared by: Tom Yantis, AICP
Director of Development Services

5/7/14

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 304.13 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, the subject property, being in excess of 1,000 feet in width, is adjacent to the corporate limits of the City and the boundaries of the city limits surround and are contiguous to the subject property on all sides, as shown in the map attached hereto as Exhibit “A”;

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

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

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

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

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

WHEREAS, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit “B”.

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

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

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

Ridgmar Landing Area. All that certain area of land containing 304.13 acres, more or less, located in Williamson County, Texas, being more particularly described and shown in Exhibit "A" attached hereto.

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

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

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

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

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

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

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

SECTION 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2014.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2014.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit “A”

Property Description: Map

EXHIBIT “B”

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

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

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

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

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

WHEREAS, upgrades to the existing water system supplying the subject properties will be necessary in order to provide fire flows in accordance with City standards as established by the 2009 International Fire Code, Appendix B and Section 507;

WHEREAS, for a period of up to 180 days from the approval of the annexation of the subject properties, the City, with the approval of the fire chief, shall authorize the issuance of residential building permits to areas located within the subject properties without regard for the requirement of providing fire flows in accordance with City standards and those established by the 2009 International Fire Code; and

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

NOW, THEREFORE, the following services shall be provided to the subject properties on the effective date of annexation:

(1) **General Municipal Services.** The subject properties are located within the City’s extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

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

H. Land use regulation as follows:

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

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

A. Water service and maintenance of water facilities as follows:

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

(ii) In accordance with the applicable rules and regulations for the provision of water

service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity (“CCN”) for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City’s water utility system, the subject properties’ owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties’ owner requests and is able to connect to the City’s water utility system.

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

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

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

regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

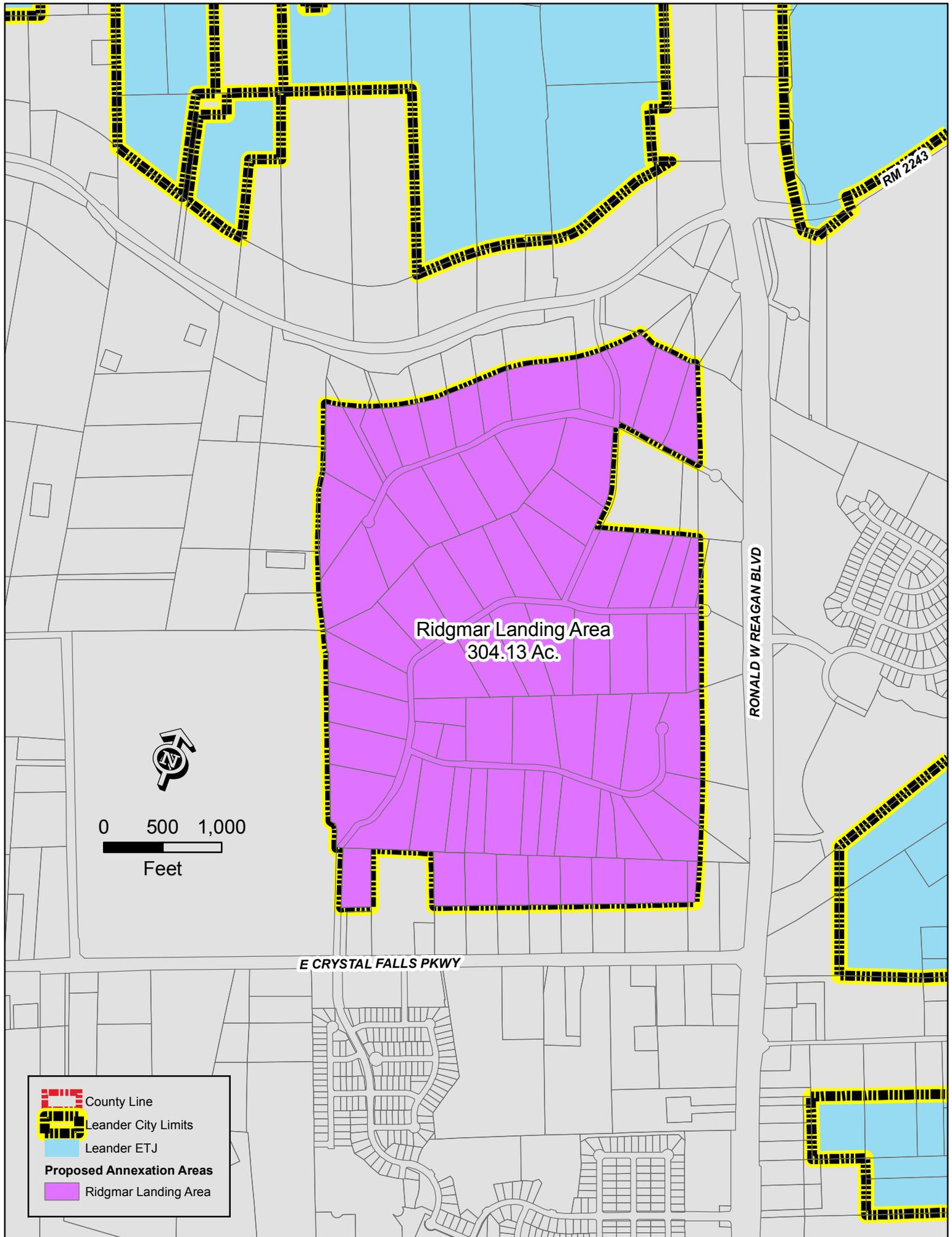
C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:

- (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;
- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.

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

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



Ridgmar Landing Area
304.13 Ac.

RONALD W REAGAN BLVD

E CRYSTAL FALLS PKWY

RM 2243



0 500 1,000
Feet

 County Line

 Leander City Limits

 Leander ETJ

Proposed Annexation Areas

 Ridgmar Landing Area



Executive Summary

May 15, 2014

Agenda Subject: Zoning Case #14-Z-001: Second reading and consider action on the rezoning of two parcels of land located along Ronald Reagan Boulevard on the east side, south of High Lonesome Trail and north of CR 264 for 5.52 acres more or less. Parcels #R473782 and R032342. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and SFS-2-B (Single-Family Suburban). The property is proposed to be zoned GC-3-B (General Commercial), Leander, Williamson County, Texas.

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

Origination: Applicant: SEC Planning, LLC on behalf of Phillip C. Joseph.

**Financial
Consideration:** None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of LC-2-B (Local Commercial) per the staff recommendation at the April 24, 2014 meeting. The City Council unanimously approved the Planning & Zoning Commission recommendation of LC-2-B (Local Commercial) at the May 1, 2014 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Letter of Intent
5. Ordinance

Prepared By: Tom Yantis, AICP
Development Services Director

05/09/2014



PLANNING ANALYSIS

ZONING CASE 14-Z-001 Spenn Tract

GENERAL INFORMATION

- Owner:** Philip Joseph
- Current Zoning:** Interim SFS-2-B (Single-Family Suburban)
Interim SFR-1-B (Single-Family Rural) – pending annexation
- Proposed Zoning:** GC-3-B (General Commercial)
- Size and Location:** The property is located at 17740 and 17720 Ronald W. Reagan Blvd and is approximately 5.521 acres.
- 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	SFR-2-B	Under Construction Single-Family Neighborhood (Reagan's Overlook)
EAST	OCL	Developed Single Family Home
SOUTH	Interim SFS-2-B	Developed Single Family Home
WEST	GC-3-C	Non-Developed Commercial Property (proposed Palmera Ridge PUD)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENT:**LC – LOCAL COMMERCIAL:**

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

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

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 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.
- Strive for a fiscal balance of land uses that will create a positive impact upon the City of Leander's budget and overall tax base.

ANALYSIS:

The applicant is requesting to rezone the property from Interim SFS-2-B (Single Family Suburban) district and Interim SFR-1-B (Single-Family Rural) to GC-3-B (General Commercial) district. Half of this property is currently subject to a voluntary annexation. This process will run concurrently with the rezoning request. The property is located at the edge of the Town Center node, which is centered at the intersection of Hero Way and Ronald W. Reagan Blvd. The Town Center node encourages a mix of uses including apartments, major commercial and retail, and office uses.

Immediately north of this property is the single family Reagan's Overlook subdivision which is currently under construction, and immediately to the south and east of this property are presently

developed single family homes. West of the property, on the adjacent side of Ronald W. Reagan Blvd is a non-developed GC-3-C zoned district that is currently part of the proposed Palmera Ridge PUD.

The intent statements of the GC component speaks to allowing for small and large scale commercial and retail development uses located in high traffic areas. It also notes that access should be provided through an arterial street, and that the heaviest concentration of this component should be located at intersections of arterial streets.

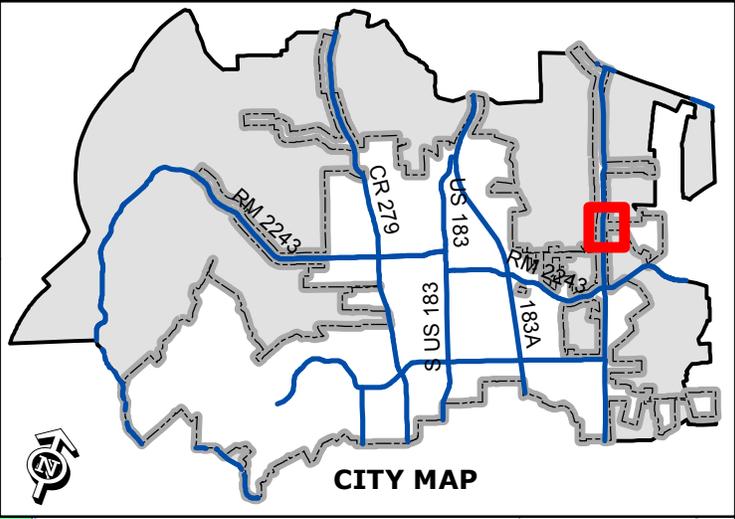
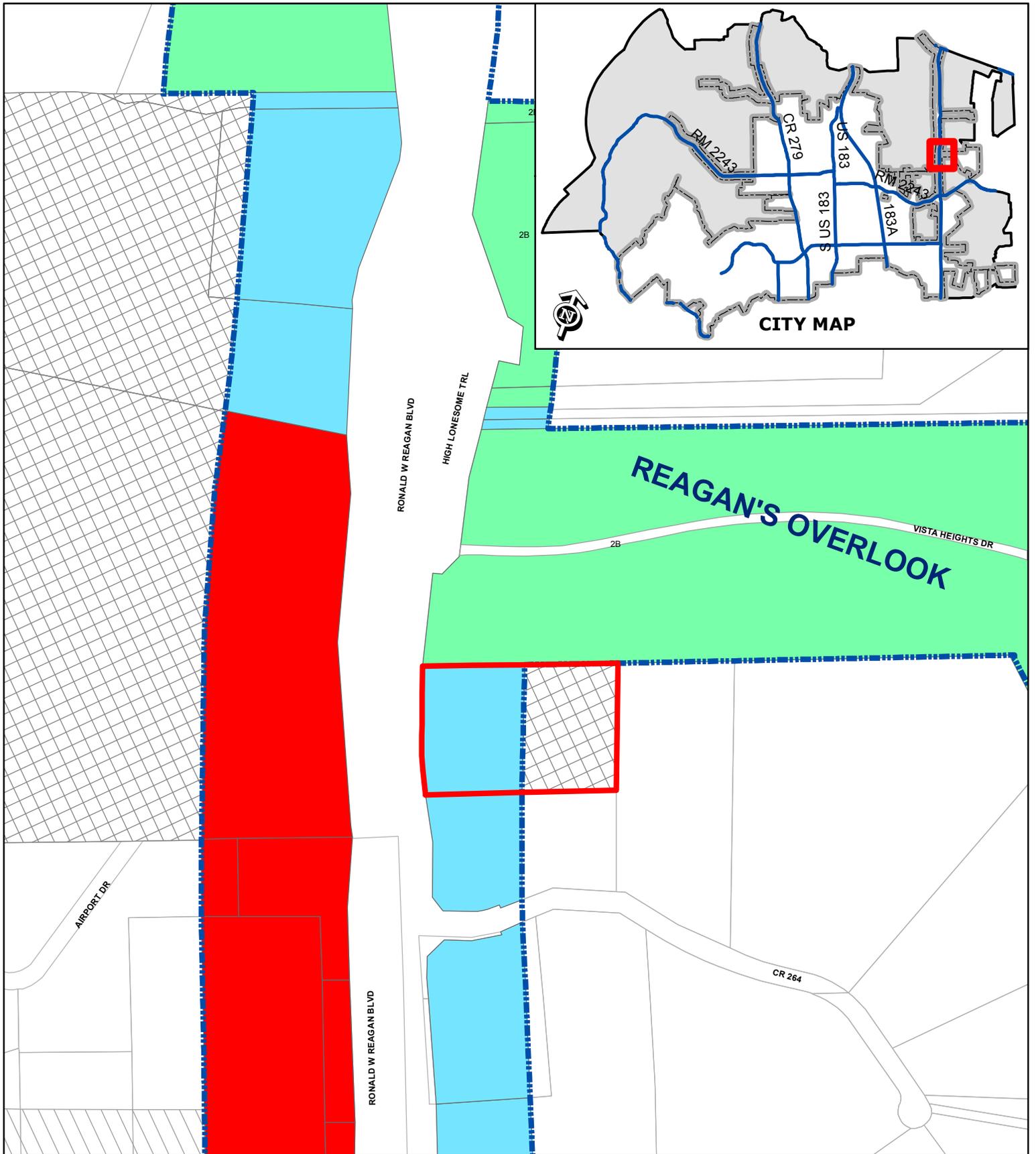
The proposed Type 3 site component associated with the GC use component permits the use of the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings. Permitted outdoor uses include:

- Outdoor Display (limited 30% of the gross floor area of the primary structure)
- Outdoor Storage (limited 20% of the gross floor area of the primary structure)
- Outdoor Fuel Sales
- Overhead Commercial Doors
- Drive-Through Lanes (also permitted in Type 2)

The proposed Type B architectural component requires that 85% of the street facing walls are masonry and the 50% of the overall structure is masonry.

STAFF RECOMMENDATION:

Staff recommends denial of the requested GC-3-B (General Commercial) and approval of LC-2-B (Local Commercial) district. The LC use component permits the development of small scale commercial, retail, personal services and office uses. The intent is for this use component to be located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. In addition, the Type 2 site component limits the amount of outdoor activity and is an appropriate use located next to residential neighborhoods.



ZONING CASE 14-Z-001

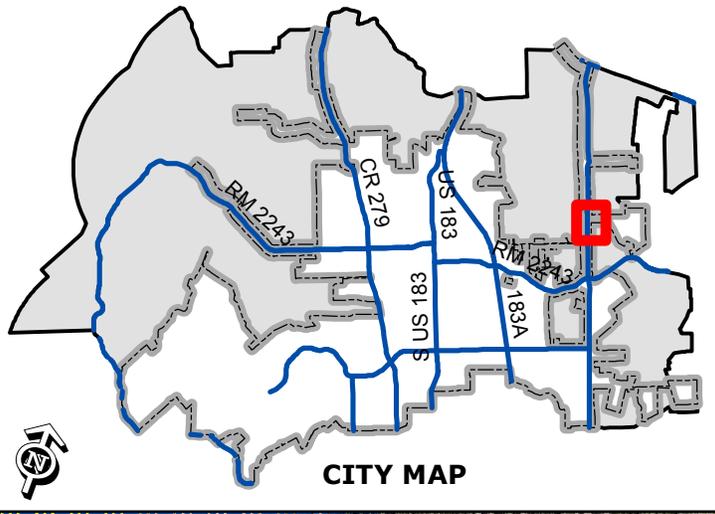
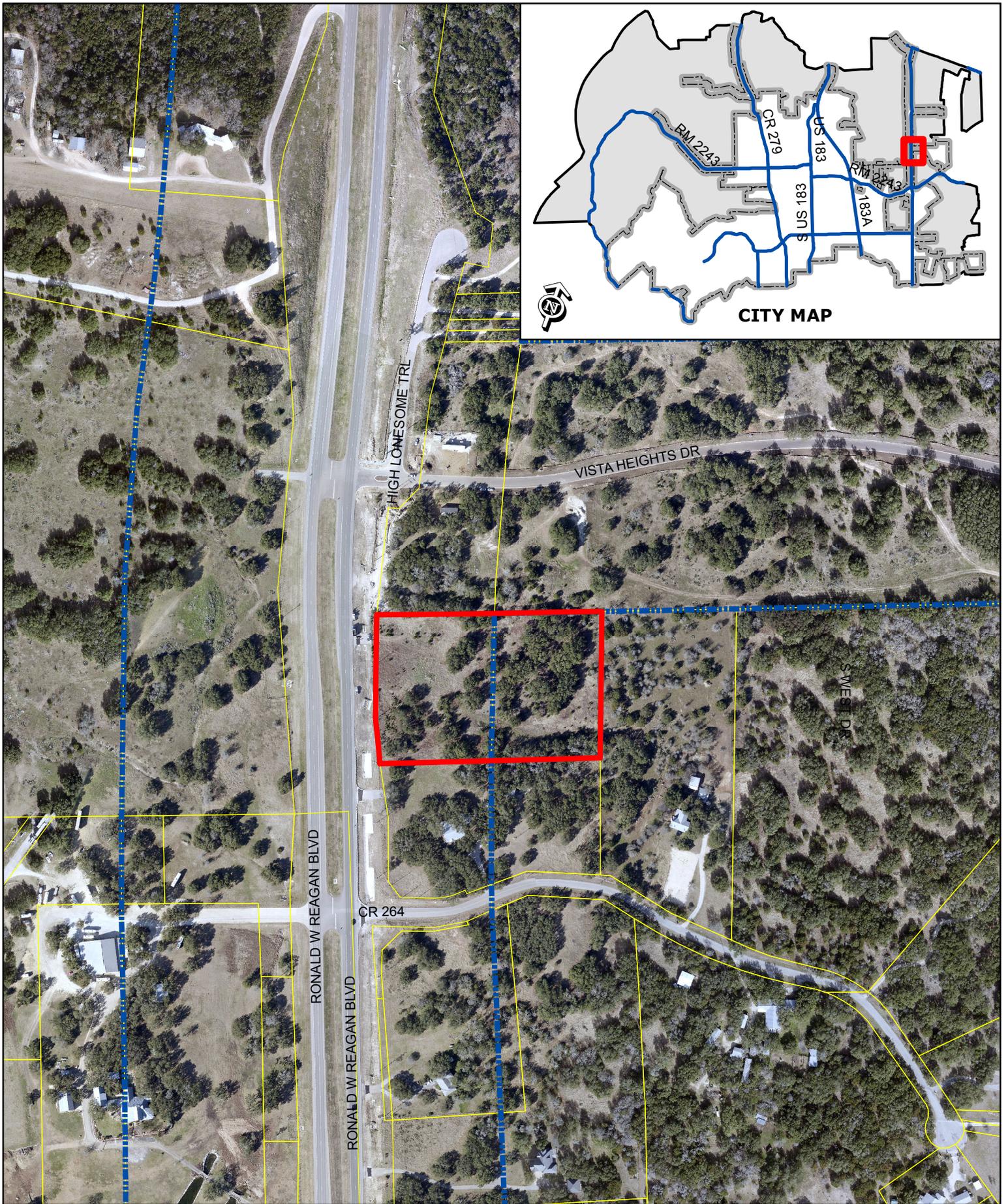
Attachment #2

Current Zoning Map
Spenn Tract



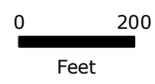
- Subject Property
- City Limits
- Future Annexation Per DA
- Involuntary Annexation
- Voluntary Annexation

- | | | |
|-----|--------|-----|
| SFR | SFT | GC |
| SFE | SFU/MH | HC |
| SFS | TF | HI |
| SFU | MF | PUD |
| SFC | LO | |
| SFL | LC | |
- 0 200 400
Feet



ZONING CASE 14-Z-001 Attachment #3

Aerial Exhibit - Approximate Boundaries
Spenn Tract



- Subject Property
- City Limits

ATTACHMENT 4

January 14, 2014

City of Leander Planning Department
104 North Brushy Street
P.O. Box 319
Leander, TX 78646-0319

Re: Description of Property and Letter of Intent

The Spenn Tract is a 5.52 acre tract of land located within the City of Leander and Williamson County, Texas. Approximately 2.82 acres of the property is located within the City of Leander and is currently zoned SFS. The Applicant has submitted a request for voluntary annexation of the remaining 2.70 acres at the time of this request for rezoning of the land within the city limits. It is the Applicant's intent and request to rezone the entire 5.52 acres as GC3B.

The Spenn Tract is located along Ronald Reagan Boulevard south High Lonesome Trail and north of County Road 264. More significantly, the subject tract is 1,800 feet (approximately 0.33 miles north of the Reagan Blvd. & Hero Way intersection. This intersection has been identified within the Leander Comprehensive Plan as a Town Center with a 1 mile radius.

The Town Center encourages high density development that encourages major commercial, retail, office and employment. As such, the Applicant requests GC3B to provide the flexibility of today's market conditions with the long term vision of this intersection node in mind. General Commercial (GC) use allows for a wide range of commercial, retail and commercial service uses in high traffic locations. The property's frontage along Ronald Reagan Blvd. quantifies as a high traffic location

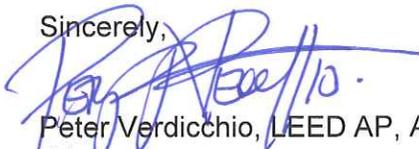
The Site Components Type 3 has been requested to allow uses that may include but not be limited to outdoor animal boarding, outdoor display of landscape materials and overhead service doors. Such allowable uses can accommodate a wide range of retail uses such as a veterinarian/animal boarding, landscape nursery facility or vehicle sales and service. Such uses can meet today's market needs in the area while the Hero Way Town Center Node matures.

The Architectural Components Type B has been requested to provide high building standards and ensure compatibility for the requested non-residential uses to adjacent properties.

The physical conditions of the Spenn Tract are compatible with the requested non-residential use. The tract is general flat with limited tree coverage within 300 feet of Ronald Reagan Blvd. The remaining land further from Ronald Reagan Blvd. contains tree masses and meadows. The property contains no known floodplains, streams or other drainageways.

Thank you for your consideration of this zoning change request. The Applicant believes this location has the potential to become a destination and gateway for Leander.

Sincerely,



Peter Verdicchio, LEED AP, ASLA
Principal

We've Moved!

4201 W. Parmer Lane
Building A, Suite 220
Austin, Texas 78727

www.secplanning.com

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO LC-2-B (LOCAL COMMERCIAL); 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 portion of a parcel of land being 5.52 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 5.52 acres more or less out of the A. Smith Survey AW0559; more particularly described in Document Number 2013103652 of the Official Public Records of Williamson County, Texas, and identified by tax identification number R473782 and R032342.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to LC-2-B (Local Commercial).

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 1st day of May, 2014.
FINALLY PASSED AND APPROVED on this the 15th day of May, 2014.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

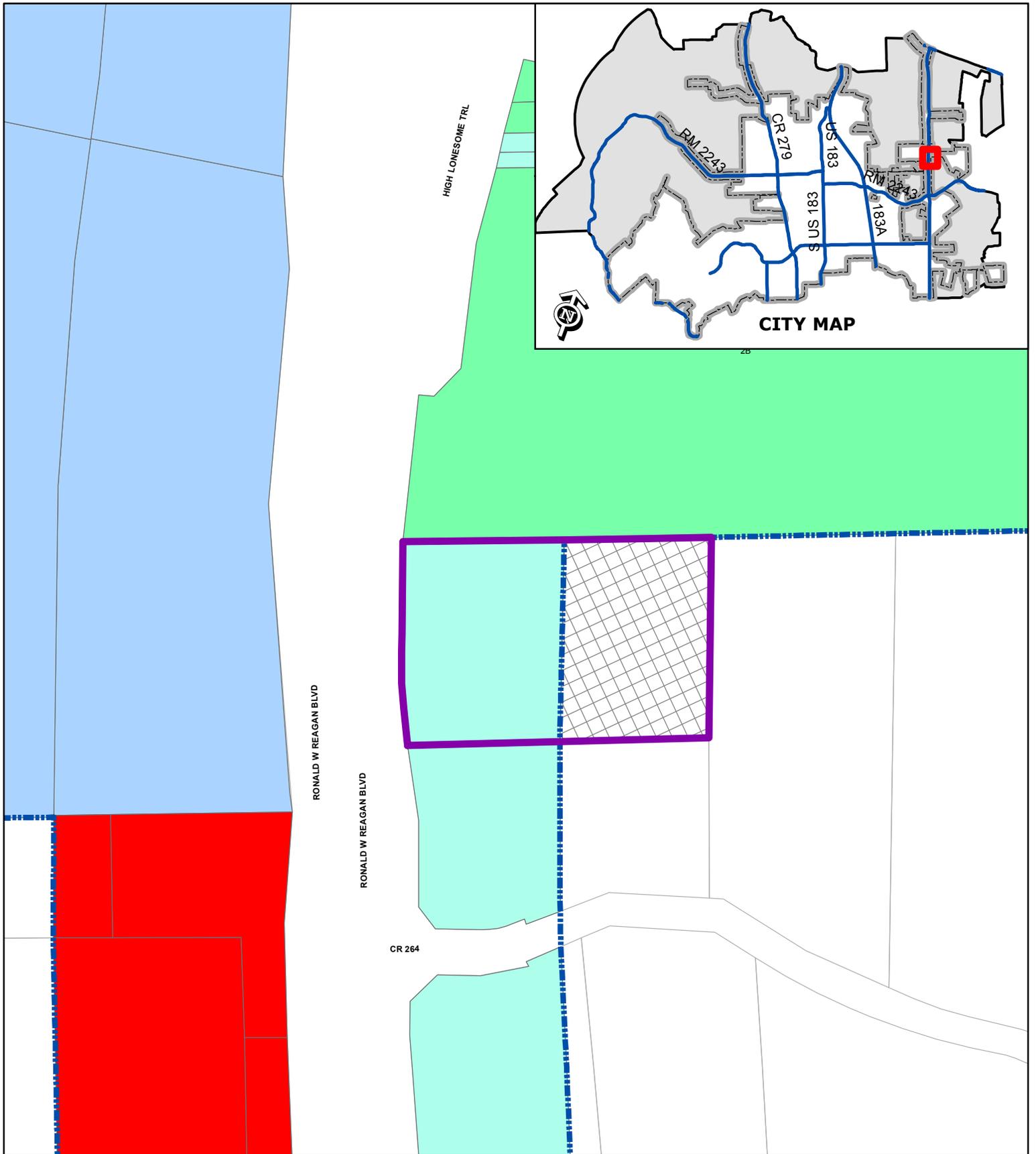


EXHIBIT A

Zoning Case
14-Z-001
 Spenn Tract



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

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





Executive Summary

May 15, 2014

Council Agenda Subject: Consideration and Action on an Ordinance Authorizing Redemption of All of the 2016 Maturity of The City Of Leander, Texas General Obligation And Refunding Bonds, Series 2007; And Authorizing And Approving Other Matters Related Thereto.

Background: On April 19, 2012, City Council approved refunding bonds in the amount of \$19,165,000 which refinanced all but \$1,995,000 of the outstanding bonds and tax certificates of obligation that were issued in 2007 to achieve significant interest rate savings. However, in order to maximize savings and further smooth out the City's debt curve which peaks in 2015, the City intentionally did not refinance the \$1,995,000 that was scheduled to mature in 2016 and 2017. Instead, the refinancing strategy developed by First Southwest and City staff contemplated that the City would "call" or payoff these obligations early over three years – in 2012, 2013, and 2014 as part of the regular Debt Service budget which is funded by the interest & sinking fund tax rate. This is the final payment.

Origination: Robert G. Powers, Finance Director

Financial Consideration: Budgeted Debt Service Current Revenue (80-01-9610 - \$650,000)

Recommendation: Staff requests approval

Attachments: Ordinance

Prepared by: Robert G. Powers, Finance Director

ORDINANCE NO. _____

ORDINANCE AUTHORIZING REDEMPTION OF ALL OF THE 2016 MATURITY OF THE CITY OF LEANDER, TEXAS GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2007; AND AUTHORIZING AND APPROVING OTHER MATTERS RELATED THERETO

WHEREAS, the City of Leander, Texas (the "City") has previously issued its General Obligation and Refunding Bonds, Series 2007 (the "Series 2007 Bonds");

WHEREAS, there currently remains outstanding \$650,000 of the Series 2007 Bonds consisting of the following:

General Obligation and Refunding Bonds, Series 2007	<u>Maturities Outstanding</u>	<u>Amount Outstanding</u>
	2016	\$ 650,000

WHEREAS, the City has sufficient funds to redeem on the August 15, 2013 call date for all of its 2016 maturity outstanding Series 2007 Bonds in the aggregate principal amount of \$650,000 as follows: (the "Redeemed Bonds"):

General Obligation and Refunding Bonds, Series 2007	<u>Maturity Redeemed</u>	<u>Amount Being Redeemed</u>	<u>Amount Remaining</u>
	2016	\$650,000	-0-

*(the "Redeemed Bonds")

WHEREAS, the City desires to redeem the Redeemed Bonds with the funds to be provided therefor by the City from available funds in its Debt Service Fund and other funds contributed by the City from its General Fund;

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the City to deposit available funds or resources, directly with a place of payment (paying agent) for the Redeemed Bonds, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Redeemed Bonds; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A. is the paying agent for the Redeemed Bonds (the "Paying Agent"), and the redemption may be accomplished by depositing the amount necessary with the Paying Agent, as permitted by said Chapter 1207;

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

Section 1. Definitions. In addition to other words and terms defined in this Ordinance and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

“City” – City of Leander, Texas.

“City Council” – The duly constituted City Council for the City, or any predecessor thereof or successor thereto.

“Ordinance” – This Ordinance as revised and completed as herein permitted.

“Paying Agent” – The Bank of New York Mellon Trust Company, N.A. (or any successor thereto).

“Paying Agent/Registrar Agreement” – The Paying Agent agreement dated as of February 1, 2007, between the City and the Paying Agent attached hereto as Exhibit “A”.

Section 2. Execution of Ordinance. The Mayor and City Secretary are authorized to execute this Ordinance on behalf of the City and to do any and all things proper and necessary to carry out the intent thereof.

Section 3. Approval of Redemption. The City Council hereby approves the redemption of the Redeemed Bonds through funds provided from the Debt Service Fund and other funds contributed by the City from its General Fund and hereby directs the Mayor, City Manager, Finance Director and other appropriate officials of the City to take all steps necessary to accomplish the redemption of the Redeemed Bonds as set forth in this Ordinance.

Section 4. Use of Funds. The City will use available funds from its Debt Service Fund and other funds from its General Fund to redeem the Redeemed Bonds.

Section 5. Matters Related to Redemption.

(a) Authorization of Officers. The City shall satisfy in a timely manner all of its obligations under this Ordinance. The Mayor and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the redemption of the Redeemed Bonds, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

(b) Redemption Authorized. The City hereby sets aside sufficient funds to pay the \$650,000 for the Redeemed Bonds, as they become due pursuant to the Call on August 15, 2014, and authorizes and directs notice of such redemption to be given as provided in the form attached hereto as Exhibit "B".

Section 6. Miscellaneous Provisions.

(a) Titles Not Restrictive. The titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(b) Inconsistent Provisions. All Ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(c) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City Council hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(d) Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(e) Open Meeting. The City Council officially finds and determines that the meeting at which this Ordinance is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

(f) Incorporation of Recitals. The recitals to this Ordinance are hereby incorporated by reference herein as if copied in full.

[The remainder of this page intentionally left blank]

PASSED AND APPROVED this ____ day of May, 2014.

Mayor
City of Leander, Texas

ATTEST:

City Secretary
City of Leander, Texas

[CITY SEAL]

EXHIBIT "A"

Paying Agent/Registrar Agreement
for
City of Leander, Texas
General Obligation and Refunding Bonds,
Series 2007

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT (this "Agreement"), is entered into as of February 1, 2007, by and between the City of Leander, Texas (the "Issuer"), and The Bank of New York Trust Company, National Association (the "Bank").

RECITALS OF THE ISSUER

The Issuer has duly authorized and provided for the issuance of its Bonds, entitled "City of Leander, Texas General Obligation and Refunding Bonds, Series 2007" (the "Bonds") in an aggregate principal amount of \$21,210,000 to be issued as fully registered Bonds;

All things necessary to make the Bonds valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

The Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

The Issuer and the Bank have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners of the Bonds in accordance with the terms and provisions of this Agreement and the Ordinance, the principal of, redemption premium (if any), and interest, on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule attached as Annex A hereto. The Bank reserves the right to amend the fee schedule at any time, provided the Bank shall have furnished the Issuer with a written copy of such amended fee schedule at least 75 days prior to the date that the new fees are to become effective.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances (including the reasonable compensation, expenses and disbursements of its agents and counsel) incurred or made by the Bank pursuant to, or as a result of, any of the provisions thereof.

ARTICLE TWO

DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means The Bank of New York Trust Company, National Association, a national bank, duly organized and operating under the laws of the United States of America.

"Bond" or "Bonds" means any one or all of the "\$21,210,000 City of Leander, Texas General Obligation and Refunding Bonds, Series 2007."

"Issuer" means the City of Leander, Texas.

"Ordinance" means the Ordinance of the Issuer approved February 1, 2007, pursuant to which the Bonds are issued.

"Paying Agent" means the Bank when it is performing the function of paying agent.

"Person" means any individual, corporation, partnership, joint venture, associations, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registrar" means the Bank when it is performing the function of registrar.

All other capitalized terms shall have the meanings assigned in the Ordinance.

ARTICLE THREE
DUTIES OF THE BANK

Section 3.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as set forth in the Ordinance. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, exchange the Bonds initially delivered for Bonds of authorized denominations, registered in accordance with the instructions in such request and the Ordinance.

Section 3.02. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of, redemption premium, if any, and interest, on each Bond in accordance with the provisions of the Ordinance.

Section 3.03. Duties of Registrar.

The Bank shall provide for the proper registration of the Bonds and the exchange, replacement and registration of transfer of the Bonds, in accordance with the provisions of the Ordinance. The Bank will maintain the books of registration in accordance with the Bank's general practices and procedures in effect from time to time.

Section 3.04. Unauthenticated Bonds.

The Issuer shall provide an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank covenants that it will maintain such unauthenticated Bonds in safekeeping and will use reasonable care in maintaining such Bonds in safekeeping, which shall be not less than the care it maintains for debt securities of other government entities or corporations for which it serves as registrar, or which it maintains for its own Bonds.

Section 3.05. Reports.

The Bank will provide the Issuer reports upon request, which reports will describe in reasonable detail all transactions pertaining to the Bonds and the books of registration. The Issuer may also inspect and make copies of the information in the books of registration at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the Issuer immediately so that the Issuer may contest the subpoena, court order or other request.

Section 3.06. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank shall be destroyed and evidence of such destruction furnished to the Issuer.

Section 3.07. Reliance on Documents, Etc.

- (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.
- (b) The Bank shall not be liable to the Issuer for actions taken under this Agreement so long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder.
- (c) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.
- (d) The Bank may rely and shall be protected by the Issuer against any claim by the Issuer or any other Person in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, ordinance, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Bond, but is protected in acting upon receipt of a Bond containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the holder or an agent of the holder. The Bank shall not be bound to make any investigation into the acts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, ordinance, bond, note, security or other paper or document

supplied by Issuer.

- (e) The Bank may consult with legal counsel, and the written advice of such counsel or any opinion shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon; provided that any such written advice or opinion is supplied to the Issuer by the Bank.
- (f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

Section 3.08. Money Held by Bank.

Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owners of the Bonds.

The Bank shall be under no obligation to pay interest on any money received by it hereunder.

All money deposited with the Bank hereunder shall be secured in the manner and to the fullest extent required by law for the security of funds of the Issuer.

Any money deposited with the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed by the Registered Owner after the expiration of three years from the date such funds have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended. The Bank shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with the foregoing provision.

Section 3.09. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability or expense incurred by the Bank without negligence or bad faith on the Bank's part, arising out of or in connection with its acceptance or administration of the Bank's duties hereunder, including the cost and expense (including the Bank's counsel fees) of defending against any claim or liability in connection with the exercise or performance of any of the Bank's powers or duties under this Agreement.

Section 3.10. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand or controversy over its person as well as funds on deposits, in any Federal or State Court located in the State and County where the administrative offices of the

Issuer is located, and agree that service of process by registered mail, return receipt requested, to the address referred to in Section 4.04 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 3.11. Cost of Issuance Fund.

At the written request of the Issuer, proceeds from the sale of the Bonds may be deposited to the credit of the Cost of Issuance Fund. Such moneys as are deposited shall be held by the Paying Agent and shall be invested at the written direction of the Issuer in a mutual fund which invests in United States Treasury Obligations. The Paying Agent shall not be liable or responsible for any loss resulting from any such investment. Withdrawals from the Cost of Issuance Fund shall be made by the Paying Agent upon written direction of an authorized officer of the Issuer. All funds remaining thirty days after the initial deposit shall be applied as provided in the Bond Ordinance.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

Section 4.01. May Own Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds.

Section 4.02. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 4.03. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 4.04. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days

written notice.

Section 4.05. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.06. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 4.07. Severability.

If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 4.08. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 4.09. Ordinance Governs Conflicts.

This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 4.10. Term and Termination.

This Agreement shall be effective from and after its date and may be terminated for any reason by the Issuer or the Bank at any time upon 60 days written notice; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the books of registration.

Section 4.11. Governing Law.

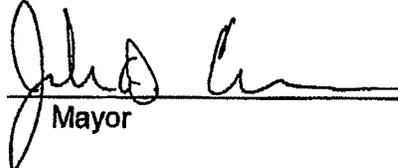
This Agreement shall be construed in accordance with and shall be governed by the

laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

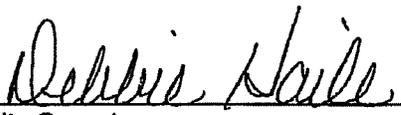
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CITY OF LEANDER, TEXAS

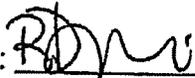
By 
Mayor

Address: 200 West Willis
Leander, Texas 78641

ATTEST:


City Secretary

THE BANK OF NEW YORK TRUST
COMPANY, NATIONAL
ASSOCIATION

By: 
Title: Assistant Treasurer

[SEAL]

ATTEST:


Title: ASSISTANT VICE PRESIDENT

Mailing and Delivery Address:

The Bank of New York Trust Company,
National Association
P.O. Box 2320
Dallas, Texas 75221-2320

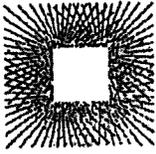
Attn: Issuer Administrative Services

Hand Delivery Address:

The Bank of New York Trust Company,
National Association
2001 Bryan Street, 8th Floor
Dallas, Texas 75201

Attn: Issuer Administrative Services

ANNEX A



The BANK
of NEW YORK.

City of Leander, TX – General Obligation Bonds, Series 2007

Acceptance Fee:

Waived

A one-time charge covering the Bank Officer's review of governing documents, communication with members of the closing party, including representatives of the issuer, investment banker(s) and attorney(s), establishment of procedures and controls, set-up of trust accounts and tickler suspense items and the receipt and disbursement/investment of bond proceeds. This fee is payable on the closing date.

Annual Paying Agent Administration Fee:

\$500

An annual charge covering the normal paying agent duties related to account administration and bondholder services. This fee is payable annually, in advance, on the closing date and each anniversary thereafter.

Extraordinary Services / Miscellaneous Fees:

By Appraisal

The charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in amounts commensurate with the service to be provided. If it is contemplated that the Trustee hold and/or value collateral or enter into any investment contract, forward purchase or similar or other agreement, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services. If the bonds are converted to certificated form, additional annual fees will be charged for any applicable tender agent and/or registrar/paying agent services. Additional information will be provided at such time. Should this transaction terminate prior to closing, all out-of-pocket expenses incurred, including legal fees, will be billed at cost. If all outstanding bonds of a series are defeased or called in full prior to their maturity, a termination fee may be assessed at that time.

Miscellaneous fees may include, but are not necessarily limited to the following, if applicable: UCC filing fees, money market sweep fees, auditor confirmation fees, wire transfer fees, transaction fees to settle third-party trades and reconciliation fees to balance trust account balances to third-party investment provider statements.

Annual fees include one standard audit confirmation per year without charge. Standard audit confirmations include the final maturity date, principal paid, principal outstanding, interest cycle, interest paid, cash and asset information, interest rate, and asset statement information. Non-standard audit confirmation requests may be assessed an additional fee.

Periodic tenders, sinking fund, optional or extraordinary call redemptions will be assessed an additional charge of \$300 per event.

EXHIBIT "B"

Notice of Prior Redemption

NOTICE OF PRIOR REDEMPTION

City of Leander, Texas General Obligation and Refunding Bonds, Series 2007

NOTICE IS HEREBY GIVEN that the City of Leander, Texas has called for redemption a portion of its outstanding series of General Obligation and Refunding Bonds, Series 2007 described as follows:

<u>CUSIP</u>	<u>Rate</u>	<u>Bonds Maturing</u>	<u>Outstanding Principal Amount</u>	<u>Principal Amount Refunded</u>	<u>Redemption Date</u>
521838RD6	3.950%	08/15/2016	\$650,000	\$650,000	08/15/2014

Redemption will occur **August 15, 2014**, and interest thereon shall cease to accrue from and after said redemption date. The Bonds will be redeemed at par plus accrued interest.

The above described Bonds should be surrendered on the redemption date for payment of the redemption price of the principal amount thereof plus accrued interest at the following addresses:

First Class/Registered/Certified

Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
P.O. Box 396
East Syracuse, NY 13057

Express Delivery Only

Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
111 Sanders Creek Parkway
East Syracuse, NY 13057

By Hand Only

Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
Corporate Trust Window
101 Barclay Street
1st Floor East
New York, NY 10286

IMPORTANT TAX NOTICE

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

**Note: The Issuer and Trustee/Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.*

CITY OF LEANDER, TEXAS



Executive Summary

May 15, 2014

Council Agenda Subject: An Ordinance Denying An Increase In Rates Requested By Atmos Energy Corporation – Midtex Division, Submitted On Or About February 28, 2014 Under The Rate Review Mechanism.

Background: On February 28, 2014, Atmos initiated a ratemaking proceeding with cities in the coalition known as the Atmos Texas Municipalities (ATM) by submitting an application to increase its revenue by about \$45.6 million and to change its rates to collect that increase in revenue. An increase of \$45.6 million represents an increase of about 9.2% in annual base-rate revenue. The increase for an average customer is as follows:

Residential Customer:	\$2.02/month (9.96%) in base rates.
Commercial Customer:	\$2.16/month (10.16%) in base rates.
Industrial/Transportation Customer:	\$53.65/month (10.29 %) in base rates.

ATM retained the law firm of Herrera & Boyle, PLLC (H&B) as Special Counsel and the consulting firm of Utilitech, Inc. (Utilitech) to review Atmos' filing. After an extensive review of Atmos' request to increase its revenue and change its rates, on about April 10, 2014, ATM's Special Counsel and consultants concluded Atmos merited an increase of no more than about \$26.6 million. Special Counsel's and the consultants' assessment was preliminary and excluded additional downward adjustments to Atmos' request that are not included in the \$26.6 million amount because of the amount of time to review Atmos' request and because of then-outstanding responses to requests for information submitted to Atmos by ATM's Special Counsel.

Atmos has the right to appeal the ATM cities' decisions to the Texas Railroad Commission.

Origination: Robert G. Powers, Finance Director

Financial Consideration: n/a

Recommendation: Staff requests approval

Attachments: Ordinance; correspondence

Prepared by: Robert G. Powers, Finance Director

AGENDA INFORMATION SHEET
AGENDA ITEM NO. _____

**DENIAL OF ATMOS ENERGY CORPORATION, MID-TEX DIVISION'S
(ATMOS) REQUEST TO INCREASE ITS REVENUE AND CHANGE ITS
RATES UNDER THE RATE REVIEW MECHANISM**

ATMOS TEXAS MUNICIPALITIES

The City is a member of the Atmos Texas Municipalities (ATM). The ATM group was organized by a number of municipalities served by Atmos and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera). ATM also retained the services of a consulting firm, Utilitech, Inc. (Mr. Mike Brosch and Mr. Steve Carver) to assist in reviewing an application submitted by the Atmos Energy-Mid-Tex Division (Atmos) that seeks to increase its rates and change its rates. Both Herrera & Boyle, PLLC and Utilitech, Inc. have participated in prior rate cases involving Atmos and have extensive knowledge and experience in rate matters affecting Atmos' rates, operations, and services.

HISTORY OF PRIOR RATE INCREASES

General Rate Case (Approved December 2012)

In January 2012, Atmos sought an increase of about \$49.1 million. Ultimately, the ATM cities and Atmos were not able to reach agreement on an increase and Atmos filed an appeal to the Railroad Commission of Texas. The Railroad Commission approved an increase of about \$24.1 million, representing an increase in revenue of about 7%

Prior Increase Under the RRM (July 2013)

In the summer of 2013, Atmos and ATM entered into an agreement that approved a revised Rate Review Mechanism (RRM). The RRM approved in the Summer of 2013 is the third iteration of that rate-setting mechanism.

Less than a year ago, on or around July 15, 2013, Atmos submitted a request to increase rates under the RRM. Atmos requested an increase in rates on a system-wide basis of \$22.7 million, which is an increase of about 5%. Following a series of settlement negotiations between Atmos' experts and ATM's experts, Atmos agreed to an increase of \$16.6 million, an increase in revenue of about 3.7%.

RATE REVIEW MECHANISM

On February 28, 2014, Atmos initiated a ratemaking proceeding with cities in the coalition known as the Atmos Texas Municipalities (ATM) by submitting an application to increase its revenue by about \$45.6 million and to change its rates to collect that increase in revenue. An increase of \$45.6 million represents an increase of about 9.2% in annual base-rate revenue. The increase for an average customer is as follows:

Residential Customer:	\$2.02/month (9.96%) in base rates.
Commercial Customer:	\$2.16/month (10.16%) in base rates.
Industrial/Transportation Customer:	\$53.65/month (10.29 %) in base rates.

ATM retained the law firm of Herrera & Boyle, PLLC (H&B) as Special Counsel and the consulting firm of Utilitech, Inc. (Utilitech) to review Atmos' filing. After an extensive review of Atmos' request to increase its revenue and change its rates, on about April 10, 2014, ATM's Special Counsel and consultants concluded Atmos merited an increase of no more than about \$26.6 million. Special Counsel's and the consultants' assessment was preliminary and excluded additional downward adjustments to Atmos' request that are not included in the \$26.6 million amount because of the amount of time to review Atmos' request and because of then-outstanding responses to requests for information submitted to Atmos by ATM's Special Counsel.

The basis for ATM's consultants' preliminary assessment that Atmos warranted at most an increase of \$26.6 million is based on numerous exclusions of costs or rejection of accounting practices for which Atmos failed to carry its burden of proof that such costs or practices were reasonable and consistent with sound ratemaking and regulatory principles. Examples of these items included Atmos' request with regard to:

- An increase in Uncollectible Revenue related to implementation of a new billing system and unexplained cost overruns associated with implementation of the new billing system
- An increase in promotional advertising expenses unrelated to the conservation of energy and more related to promoting Atmos' corporate image
- Atmos' Incentive Compensation program for its executives and upper management
- Inclusion in its capital accounts of items the Railroad Commission had in prior orders excluded from Atmos' cost of service
- Atmos' use of projected costs related to medical and dental benefits
- Atmos' deferred accounting treatment of certain pension benefits
- The amount of Cash Working Capital Atmos proposed to recover from customers
- Atmos' treatment of certain federal income tax expenses including its ratemaking treatment of accumulated deferred income tax (ADIT) reserves
- Atmos' calculation of accounting balances related to certain regulatory assets allowed under the Railroad Commission's rules

This is not intended to be nor is it an exhaustive list of the issues identified by ATM's rate experts. It is provided to show some of the areas in Atmos' application to change rates in which ATM's Special Counsel and rate experts found deficiencies in Atmos' request.

ATM's Special Counsel and consultants engaged in good-faith negotiations with Atmos to attempt to reach a settlement of Atmos' proposed increase, but those negotiations failed to produce an agreement.

At this juncture, the ATM cities' options are as follows:

- Option 1.** To deny Atmos' requested increase and approve no increase;
- Option 2.** To deny Atmos' requested increase and approve an increase of no more than \$26.6 million, based on ATM's consultants' preliminary report; or
- Option 3.** To take no action and allow Atmos' proposed increase of \$45.6 million and its related rates to go into effect.

Note that under Option 1 and Option 2, Atmos has the right to appeal the ATM cities' decisions to the Railroad Commission of Texas and pending such an appeal has the right to implement its proposed increase of \$45.6 million effective June 1, 2014, subject to refund if the Commission's review later finds a lower amount is appropriate. Atmos has notified ATM's Special Counsel of Atmos' intent to file an appeal of the City's decision to deny its requested increase.

RECOMMENDATION:

ATM's experts' preliminary report suggests Atmos does not warrant an increase of \$45.6 million. Given that the ATM cities and Atmos were not able to reach agreement on an amount by which to increase Atmos' annual revenue and that ATM's Special Counsel and rate experts believe a much lower increase is in order, and in light of the significant increases Atmos has obtained in the recent past, ATM's Special Counsel recommends that the City deny Atmos' proposed increase in revenue and changes in rates.

Atmos will appeal the City's decision denying its requested increase and changes in rates to the Railroad Commission. ATM's Special Counsel recommends that the City participate in Atmos' appeal to the Railroad Commission and in any appeals to the courts of the Railroad Commission's decision.

The attached Resolution also directs Atmos to reimburse ATM's rate-case expenses incurred to date and to reimburse on a monthly basis, ATM's rate-case expenses for any and all related appeals.

The City should take action as soon as possible but no later than May 31, 2014.

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF LEANDER, TEXAS DENYING AN INCREASE IN RATES REQUESTED BY ATMOS ENERGY CORPORATION – MIDTEX DIVISION, SUBMITTED ON OR ABOUT FEBRUARY 28, 2014 UNDER THE RATE REVIEW MECHANISM; FINDING ATMOS’ REQUEST UNREASONABLE; DIRECTING ATMOS ENERGY TO REIMBURSE THE CITY’S RATE-CASE EXPENSES; AUTHORIZING THE CITY’S PARTICIPATION IN APPEALS ATMOS MAY TAKE DENYING ITS REQUESTED INCREASE; REQUIRING DELIVERY OF THE ORDINANCE TO THE COMPANY AND THE CITY’S SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, Atmos Energy Corporation-MidTex Division ("Atmos" or "Company") filed a request with the City of Leander, Texas ("City") on or about February 28, 2014, thereby initiating a ratemaking proceeding to increase its revenue and change its rates within the corporate limits of the City, and specifically to increase its system-wide, annual revenue requirement by approximately \$45.7 million, which is an increase in base rates exclusive of the cost of gas of approximately 9.2%; and

WHEREAS, the City is a regulatory authority under Utilities Code § 103.001 (more commonly referred to as the Gas Utility Regulatory Act ("GURA")) and has exclusive original jurisdiction over Atmos’ rates, operations, and services within the City; and

WHEREAS, Section 103.021 of GURA authorizes the City to obtain information from Atmos as necessary to make a determination of the basis for the Atmos’ proposed increase in rates in the City; and

WHEREAS, Section 103.022 of GURA provides that Atmos shall reimburse the City its reasonable cost of engaging personnel to assist it in reviewing Atmos’ application; and

WHEREAS, the City has participated in prior cases regarding Atmos as part of a coalition of cities known as the Atmos Texas Municipalities ("ATM"); and

WHEREAS, Atmos submitted its application to increase rates under the Rate Review Mechanism (“RRM”); and

WHEREAS, Special Counsel and experts representing ATM have analyzed the data furnished by Atmos, sought and obtained additional data, and have interviewed Atmos’ management regarding Atmos’ request to increase rates; and

WHEREAS, the City’s Special Counsel and rate experts concluded that Atmos’ request to increase rates by \$45.7 million is unreasonably high; and

WHEREAS, the City’s Special Counsel and rate experts’ conclusion that Atmos’ request to increase rates by \$45.7 million is unreasonably high is based on numerous elements in Atmos’ request that are inconsistent with sound rate-setting and regulatory principles; and

WHEREAS, the City’s Special Counsel and rate experts participated in discussions with Atmos to attempt to resolve Atmos’ proposed change in rates and increase in revenue through negotiations but were unable to reach agreement; and

WHEREAS, it is anticipated that Atmos will appeal the City’s denial of its request to increase rates to the Railroad Commission of Texas and possibly to the courts, thus requiring the continued assistance of Special Counsel and rate experts in those proceedings.

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

Section 1. The findings set forth in this Ordinance are hereby in all things approved.

Section 2. Atmos Energy Corporation-MidTex Division’s request to change its rates and to increase its revenue by approximately \$45.7 million is hereby **DENIED**.

Section 3. Pursuant to Utilities Code § 103.022 and under the terms of the Rate Review Mechanism, Atmos is hereby directed to reimburse the City’s rate case expenses, as participants in the coalition of cities known as the Atmos Texas Municipalities, for engaging counsel, rate consultants, and other personnel in assisting the City in its investigation of Atmos’ proposed increase in rates, and is further directed to reimburse the City’s rate case expenses on a monthly

basis for the City's participation in any appeal Atmos seeks of the City's denial of its request to increase rates.

Section 4. This Ordinance supersedes any Resolution or Ordinance previously adopted by the City Council to the extent such previously adopted Resolution or Ordinance is inconsistent with this Ordinance.

Section 5. The meeting at which this Ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. If any one or more sections or clauses of this Ordinance is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. This Ordinance shall become effective from and after its passage.

Section 8. A copy of this Ordinance shall be sent to Atmos Energy-Mid-Tex Division, care of Christopher Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1600, Dallas, Texas 75240, and to Special Counsel, Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Avenue, Suite 1250, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2014.

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary



Executive Summary

May 15, 2014

Council Agenda Subject: Consideration of Interlocal Agreement for 183A and U.S. Highway 183 Intersection Improvements between the Central Texas Regional Mobility Authority and the City of Leander

Background: The project consists of improvements to the intersection of 183A and U.S. Highway 183 and to the initial entryway from 183A/183 into the Developer's Property, including both northbound and southbound turn-arounds and traffic signals on the northbound 183A frontage road and the southbound 183A frontage road. The Mobility Authority agrees to manage the design, contract procurement, and construction of the Project through its staff and vendors under contract with the Mobility Authority. The parties have agreed that it would be to their mutual benefit for the Mobility Authority to design and construct the project with the City paying a portion of the design and construction costs for the Project by paying to the Mobility Authority a single payment of \$1,250,000 as its sole contribution towards the total cost of developing and completing the 183A/183 Project.

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

Financial Consideration: Single payment of \$1,250,000 towards the total cost of developing and completing the project, GL # TBD

Recommendation: Staff recommends approval of the Interlocal Agreement.

Attachments: Interlocal Agreement for 183A and U.S. Highway 183 Intersection Improvements

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

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is effective as of May _____, 2014, and is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Mobility Authority”) and the CITY OF LEANDER (the “City”), political subdivisions of the State of Texas (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Mobility Authority is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the “RMA Rules”); and

WHEREAS, the City is a home rule city and municipal corporation; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the City has entered into a Development and Reimbursement Agreement (the “Development Agreement”) with Crescent Leander, TX, LLC (the “Developer”) and Reinvestment Zone Number One, City of Leander, Texas (the “Zone”) concerning the development of approximately 491 acres owned by the Developer and located in the vicinity of the intersection of 183A and U.S. Highway 183 (the “Developer’s Property”); and

WHEREAS, the Developer has agreed in the Development Agreement to pay \$1,500,000 towards the design and construction of the Project (\$250,000 of which is credited in the Development Agreement based on prior expenditures by Developer, leaving a \$1,250,000 contribution remaining to be paid by Developer); and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for the Mobility Authority to design and construct the Project with the City paying a portion of the design and construction costs for the Project by paying to the Mobility Authority the remaining \$1,250,000 contribution from the Developer to the City pursuant to the Development Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The recitals set forth above are incorporated into this Agreement for all purposes and are found by the Parties to be true and correct. The Parties have further found and determined that each Party has authorized and approved the Agreement by resolution or order adopted by its respective governing body, and that this Agreement will be in full force and effect when approved by each Party.

2. 183A/183 Intersection Improvements. The Project consists of improvements to the intersection of 183A and U.S. Highway 183 and to the initial entryway from 183A/183 into the Developer’s Property, including both northbound and southbound turn-arounds and traffic

signals on the northbound 183A frontage road and the southbound 183A frontage road, consistent with the definitions for “183A/183 Intersection” and “Initial Entryway” set forth in Sections 3.4(a) and 3.4(b), respectively, of the Development Agreement. The Mobility Authority agrees to manage the design, contract procurement, and construction of the Project through its staff and vendors under contract with the Mobility Authority.

3. Payment Obligation of the City. The City agrees to make a single payment of \$1,250,000 to the Mobility Authority as its sole contribution towards the total cost of developing and completing the Project (the “Project Costs”).

4. Timing of Payment. No later than 90 days before the date the Mobility Authority anticipates publishing its notice of bid solicitation for the construction contract for the Project (the “90 Day Notice”), the Mobility Authority shall provide written notice to the City that it anticipates publishing that notice of bid solicitation. No later than five business days after the 90 Day Notice is provided to the City, the City, through its City Engineer, shall provide to Developer the written notice required by Section 4.4(b) of the Development Agreement, notifying the Developer that the Developer’s remaining \$1,250,000 contribution is needed and due to be paid to the City no later than 60 days after the date of the City’s written notice to Developer. The City shall make its \$1,250,000 payment to the Mobility Authority no later than 75 days after the 90 Day Notice is provided to the City; provided that the City has received the \$1,250,000 payment from the Developer. The Mobility Authority has no obligation to publish its notice of bid solicitation for the construction contract for the Project until the City has paid the \$1,250,000 in funds required by this Agreement. If the Project is not completed by December 31, 2015, the Mobility Authority shall refund the \$1,250,000 payment to the City.

5. Funding Obligation of the Mobility Authority. The Mobility Authority will pay, from its own funds or from funds obtained from sources other than the City, all Project Costs incurred that exceed the \$1,250,000 payment from the City.

6. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until the first to occur of the following events: (a) the Project is completed; or (b) the Parties mutually agree to terminate this Agreement.

7. Notices. All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give to the other Party shall be in writing and shall be deemed to be given on the date of receipt by the Party to whom the notice is either (i) hand-delivered, with written receipt of the notice provided by the receiving Party, or (ii) delivered by facsimile or electronic mail transmission (the latter of scanned documents in formats such as .pdf or .tif) for which a confirmation of receipt by the receiving Party has been obtained by the sending Party, at the respective addresses set forth below, or at such other address as a Party may from time to time designate by written notice to the other Party as herein required:

MOBILITY AUTHORITY: Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705

(512) 966-9784 (facsimile)
Email address: mheiligenstein@ctrma.org

WITH COPY TO: Andrew Martin, General Counsel
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 225-7788 (facsimile)
Email address: amartin@ctrma.org

CITY: Kent Cagle, City Manager
City of Leander
200 West Willis Street
Leander, TX 78641
(512) 259-1605 (facsimile)
Email address: kcagle@leandertx.gov

WITH A COPY TO: Paige Saenz, City Attorney
City of Leander
223 W. Anderson, Suite A-105
Austin, TX 78752
(512) 323-5773 (facsimile)
Email address: paige@cityattorneytexas.com

8. Calculation of Days. Unless otherwise specified, each reference in this Agreement to a day or days refers to a calendar day; however, if the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday observed by either Party, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday observed by either Party.

9. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

10. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

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

12. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

14. Venue. The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Williamson County, Texas.

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

16. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

The Parties are signing this agreement to be effective on the date stated in the introductory clause.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director

CITY OF LEANDER

By: _____
Kent Cagle, City Manager



Executive Summary

May 15, 2014

Agenda Subject: A Resolution of the City of Leander, Texas, Accepting the petition for annexation of a 121.748 acres, more or less, tract of land located in Williamson County, Texas; setting an annexation schedule; providing for open meetings and other related matters.

Background: The resolution accepts the petition for voluntary annexation of the Greatwood tract. The property is located off of CR 280 and is subject to a development agreement approved by the City Council on September 30, 2013. The resolution sets the two public hearings for July 3, 2014 July 17, 2014. The first reading of the ordinance is scheduled for August 7, 2014 and the second and final reading is scheduled for August 21, 2014.

Origination: Applicant

Recommendation: Staff recommends approving the resolution

Attachments:

1. Resolution with exhibits
2. Annexation Schedule
3. Property Exhibit

Prepared by: Tom Yantis, AICP
Director of Development Services

5/7/2014

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 121.748, MORE OR LESS, ACRES LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Williamson County, Texas, has petitioned the City of Leander, Texas, (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City’s annexation plan pursuant to § 43.052 (h)(2) of the *Local Government Code*; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

Section 2. Proceedings. The petition for annexation of the following property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit “B”, submitted by Petitioner, are hereby accepted:

All those certain tracts or parcels of land being 121.748 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 3, 2014 and July 17, 2014. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof

ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the 15th day of May, 2014.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit "A"

PROPERTY DESCRIPTIONS

Exhibit “B”

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

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

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

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

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

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

A. Water service and maintenance of water facilities as follows:

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and

customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

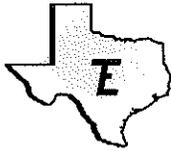
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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



April 3, 2014

City of Leander
Robin Griffin
Senior Planner
104 North Brushy Creek
P.O. Box 319
Leander, Texas 78646-0319

**RE: Greatwood Subdivision
Voluntary Annexation**

Dear Ms. Griffin,

Please consider our request for the above referenced tract to be annexed into the City of Leander, Texas.

The property owner is Ewing Development Company LLC. The property address is 1001 CR 280, Leander, Texas 78641.

The City made a volunteer strip annexation along CR 280 several years ago. We are requesting the balance of the property to be annexed.

Should you have any questions or need additional information, please feel free to contact me at 512-837-2446, ext 208 or 512-784-6670.

Sincerely,

Haynie Consulting, Inc.

Texas Registered Engineering Firm # F-2411

Texas Licensed Surveying Firm # 10025000

Timothy E. Haynie, President

Professional Engineer (Civil) License No. 36982

Registered Professional Land Surveyor, License No. 2380

04-07-14 rg col-greatwood voluntary annexation



April 3, 2014

City of Leander
Robin Griffin
Senior Planner
104 North Brushy Creek
P.O. Box 319
Leander, Texas 78646-0319

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Timothy E. Haynie, President

Professional Engineer (Civil) License No. 36982

Registered Professional Land Surveyor, License No. 2380

04-07-14 rg col-greatwood voluntary annexation

EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION

OF A 121.748 ACRE TRACT OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NUMBER 134, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN 152.60 ACRE TRACT OF LAND AS CONVEYED TO EWING DEVELOPMENT COMPANY, L.L.C. BY DEED OF RECORD IN DOCUMENT 2000035871 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found for the northwest corner of said 152.60 acre tract, being the southwest corner of that certain 259.71 acre tract of land as conveyed to Roy L. Sullivan by deed of record in document 1997035428 of said Public Records, being a point in the east line of that certain 239.7 acre tract as conveyed to Mary Friou by deed of record in Volume 698, Page 262 of the Deed Records of Williamson County, and being at or near the common corner of said Charles Cochran Survey, Abstract Number 134, the B.O. Payne Survey, Abstract Number 508, the William W. Hornsby Survey, Abstract Number 308, and the G.C. & F.F.R.R. Survey, Abstract Number 882;

THENCE, departing the easterly line of said 239.7 acre tract, in general with a fence along the northerly line of said 152.60 acre tract and hereof, being along or near the common line of said Cochran Survey and said Payne Survey, the following two (2) courses and distances:

- 1) N68° 12' 40"E, a distance of 993.99 feet to a 60d nail found;
- 2) N69° 39' 43"E, a distance of 782.06 feet to an iron rod found for the northeast corner of said 152.60 acre tract and hereof, also being the northwest corner of that certain 327 acre tract of land as conveyed to Lackey Holdings, Ltd. by deed of record in document 1998059224 of said Public Records;

THENCE, departing the southerly line of said 259.71 acre tract, departing the common line of said Cochran Survey and said Payne Survey, and with a fence along the common line of said 152.60 acre tract and said 327 acre tract for the easterly line hereof, the following three (3) courses and distances:

- 1) S22° 14' 51"E, a distance of 1,604.70 feet to an iron rod found;
- 2) S21° 49' 24"E, a distance of 417.24 feet to an iron rod found;
- 3) S20° 33' 29"E, a distance of 746.47 feet to an iron rod found for the northeast corner of that certain 2.070 acre tract as conveyed to The City of Leander by deed of record in document 2005102710 of said Public Records;

THENCE, departing the westerly line of said 327 acre tract, through the interior of said 152.60 acre tract, along the northerly, westerly, and southerly lines of said 2.070 acre tract, and continuing along the easterly line hereof, the following three (3) courses and distances:

- 1) S69° 26' 31"W, a distance of 200.00 feet to an iron rod found;
- 2) S20° 33' 29"E, a distance of 300.00 feet to an iron rod found;
- 3) N69° 26' 31"E, a distance of 125.00 feet to a 1/2 inch iron rod with Haynie Consulting cap set for the northwest corner of that certain 0.3496 acre tract conveyed to The City of Leander by deed of record in document 2008060540 of said Public Records, and from which an iron rod found bears N69° 26' 31"E, a distance of 25.00 feet;

THENCE, S20° 33' 29"E, continuing through said 152.60 acre tract, along the westerly line of said 0.3496 acre tract, and being the easterly line hereof, a distance of 112.83 feet to a point;

THENCE, departing the westerly line of said 0.3496 acre tract and through the interior of said 152.60 acre tract the following seven (7) courses and distances:

- 1) S59° 29' 08"W, a distance of 607.05 feet to a point;
- 2) S74° 21' 20"W, a distance of 304.62 feet to a point;
- 3) S59° 23' 28"W, a distance of 143.56 feet to a point;
- 4) S71° 47' 31"W, a distance of 105.70 feet to a point;
- 5) N25° 34' 51"W, a distance of 576.82 feet to a point of curvature of a curve to the left;
- 6) Continuing along said curve to the left an arc distance of 578.33 feet, said curve to the left having a radius of 363.48 feet, an interior angle of 90° 50' 58", a chord bearing of N71° 00' 20"W an a chord distance of 517.83 feet to the point of curvature of a curve to the right;
- 7) Continuing along said curve to the right an arc distance of 129.57 feet, said curve to the right having a radius of 387.40 feet, an interior angle of 18° 56' 07", a chord bearing of N73° 02' 14"W an a chord distance of 128.98 feet to a point on the west boundary of aforementioned 152.60 acre tract and being a point in the easterly line of said 239.7 acre tract, and being a point in or near the common line of said Hornsby Survey and said Cochran Survey

THENCE, continuing along the westerly line of said 152.60 acre tract and hereof, along the easterly line of said 239.7 acre tract, and along or near the common line of said Hornsby Survey and said Cochran Survey, the following four (4) courses and distances:

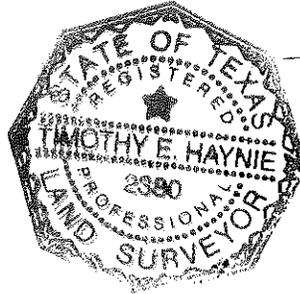
- 1) N20° 58' 53"W, a distance of 582.25 feet to an iron rod found;

- 2) N20° 48' 36"W, a distance of 539.21 feet to an iron rod found;
- 3) N21° 30' 12"W, a distance of 597.13 feet to an iron rod found;
- 4) N21° 49' 23"W, a distance of 630.91 feet to the **POINT OF BEGINNING**, and containing 121.748 acres of land, more or less, within these metes and bounds.

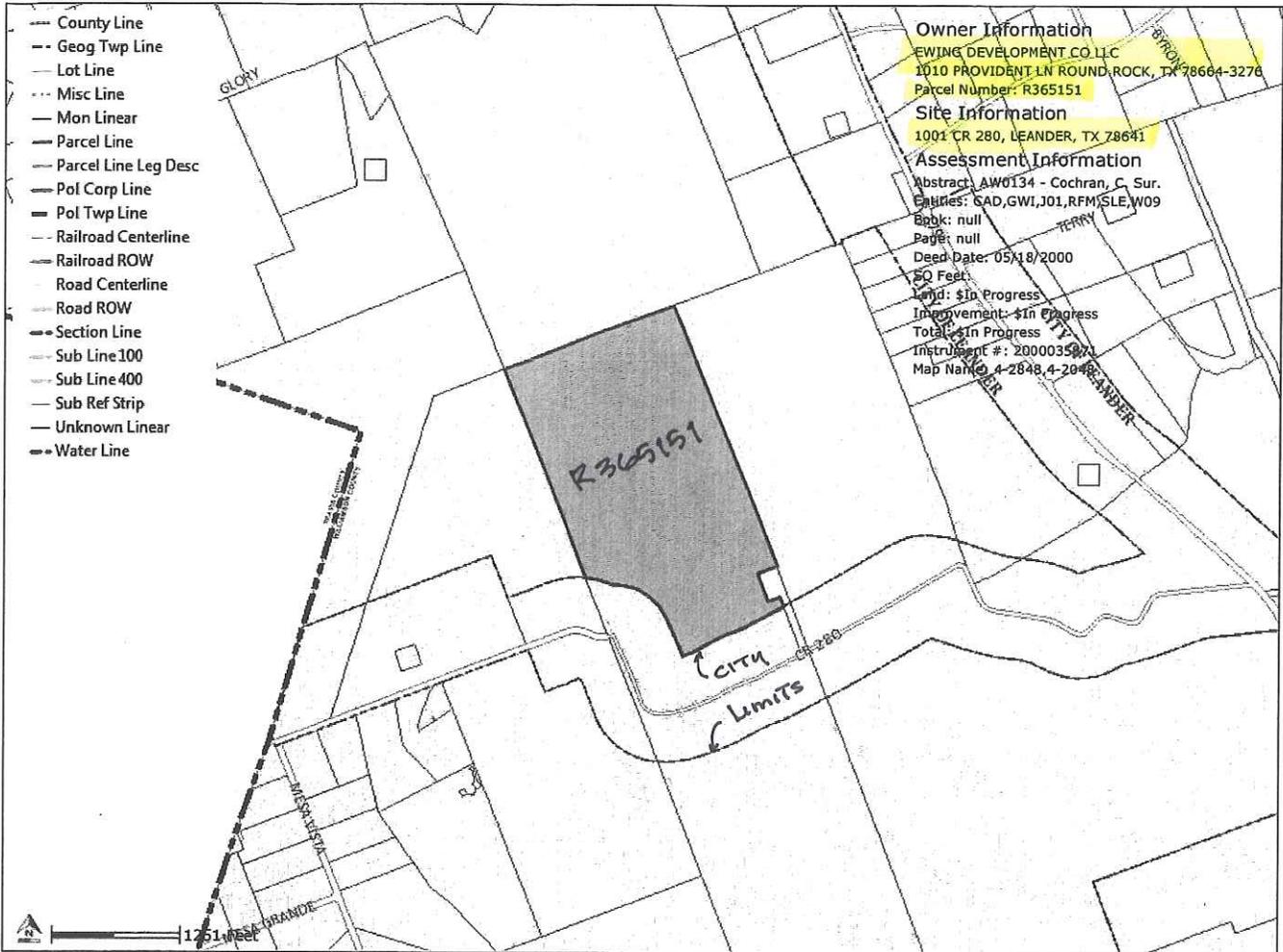
BEARING BASIS OF THE SURVEY DESCRIBED HEREIN IS PROVIDED BY LOWER COLORADO RIVER AUTHORITY (**LCRA**) GPS SUB-HARN DATA AND IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM. ALL COORDINATES AND DISTANCES SHOWN/LISTED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

I, TIMOTHY E. HAYNIE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

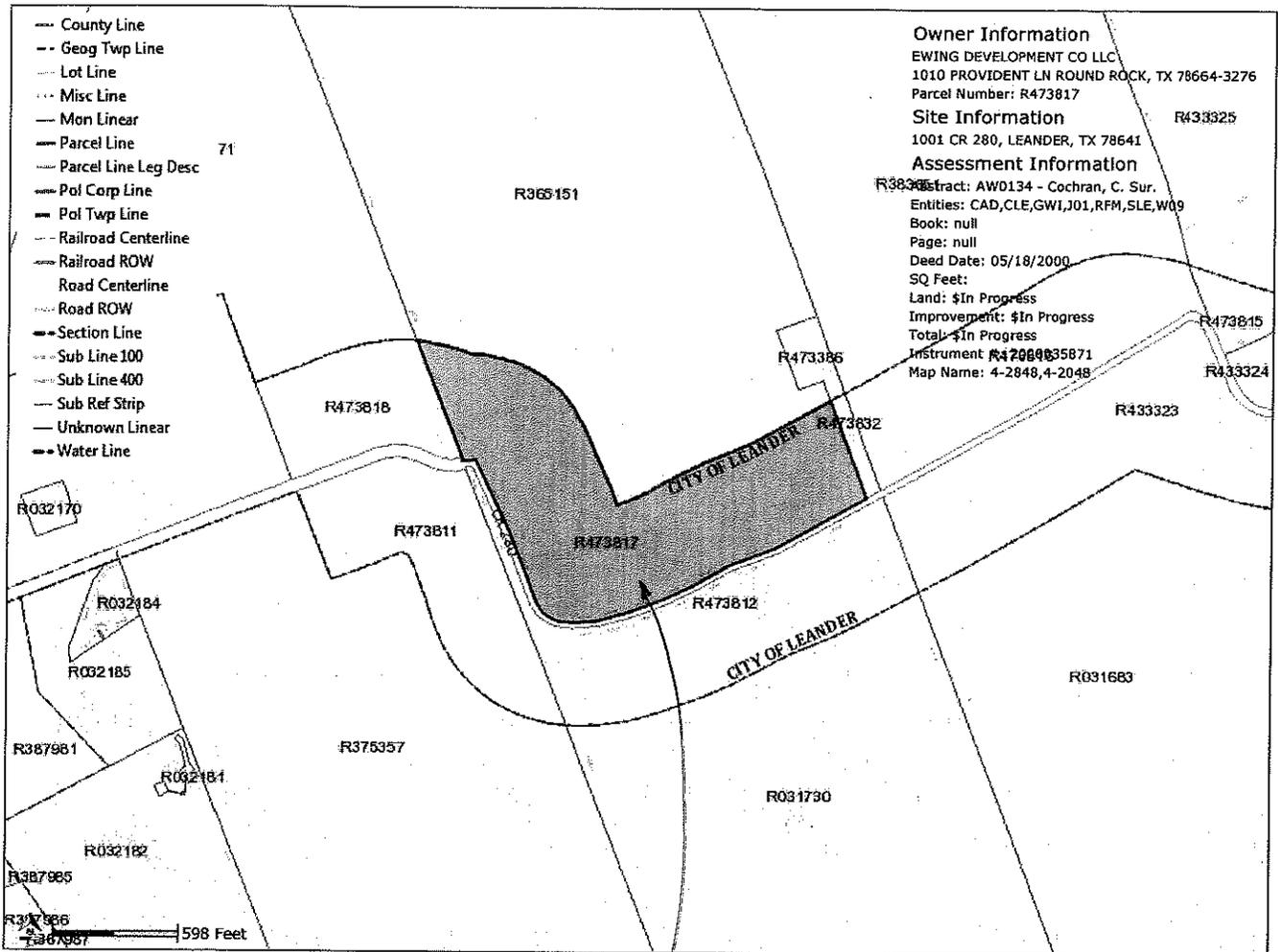
DATE: 4-4-14
HAYNIE CONSULTING, INC.
ENGINEERS – SURVEYORS
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664.




TIMOTHY E. HAYNIE
R.P.L.S. NO. 2380
STATE OF TEXAS



Please choose Landscape when you print. [Print Now](#) | [Generate a PDF](#)



Please choose **Landscape** when you print. [Print Now](#) | [Generate a PDF](#)

29.6874 ACRES
ALREADY w/i CITY

TAX CERTIFICATE

Office of Deborah M Hunt Tax Assessor-Collector

Williamson County Tax Office
 904 South Main Street
 Georgetown, TX 78626-5701
 Ph: 512-943-1601 Fax: 512-943-1619

This certificate includes tax years up to 2013

Entities to which this certificate applies:

GWI - Williamson CO
 RFM - Wmsn CO FM/RD
 W09 - Upper Brshy Cr WC&ID 1A

CLE - City of Leander
 J01 - Aus Comm Coll
 SLE - Leander ISD

Property Information

Property ID : R-17-W013-4000-0025-AA02
 Quick-Ref ID : R473817

Value Information

1001 CR 280 LEANDER, TX 78641	Land HS	:	\$0.00
	Land NHS	:	\$0.00
	Imp HS	:	\$0.00
	Imp NHS	:	\$0.00
AW0134 - COCHRAN, C. SUR., ACRES 29.6874	Ag Mkt	:	\$337,694.00
	Ag Use	:	\$1,158.00
	Tim Mkt	:	\$0.00
	Tim Use	:	\$0.00
	HS Cap Adj	:	\$0.00
	Assessed	:	\$1,158.00

Owner Information

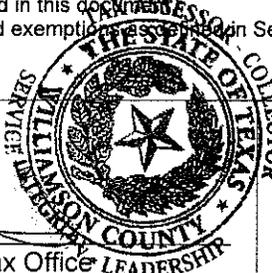
Owner ID : O503760
 EWING DEVELOPMENT CO LLC
 1010 PROVIDENT LN
 ROUND ROCK, TX 78664-3276
 Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
CLE	2013	7.74	0.00	0.00	0.00	0.00
GWI	2013	5.20	0.00	0.00	0.00	0.00
J01	2013	1.10	0.00	0.00	0.00	0.00
RFM	2013	0.46	0.00	0.00	0.00	0.00
SLE	2013	17.50	0.00	0.00	0.00	0.00
W09	2013	0.23	0.00	0.00	0.00	0.00

Total for current bills if paid by 4/30/2014 : \$0.00
Total due on all bills 4/30/2014 : \$0.00
 2013 taxes paid for entity CLE \$7.74
 2013 taxes paid for entity GWI \$5.20
 2013 taxes paid for entity J01 \$1.10
 2013 taxes paid for entity RFM \$0.46
 2013 taxes paid for entity SLE \$17.50
 2013 taxes paid for entity W09 \$0.23
2013 Total Taxes Paid : \$32.23
Date of Last Payment : 10/30/13

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
 This certificate does not clear abuse of granted exemptions as provided in Section 11.43, Paragraph (i) of the Texas Property Tax Code.



Deborah M Hunt
 Signature of Authorized Officer of the Tax Office

Date of Issue : 04/04/2014
 Requestor : EWING DEVELOPMENT CO LLC
 Receipt : GT-2014-1791268
 Fee Paid : \$10.00
 Payer : Haynie Consulting

Williamson Central Appraisal District

625 FM 1460, Georgetown TX 78626-8050
 Austin Metro: 512.930.3787 Taylor Metro: 888.331.7807

- Home
- General Information
- News
- FAQ

Property Detail Sheet (R473817)

-  [History](#)
-  [GIS Map](#)
-  [Datasheet](#)
-  [File HS Exemption](#)

Searches

- Property ID Search
- Account Search
- Owner Search
- Address Search
- Advanced Search

Property Data

- Detail Sheet
- Datasheet

Owner Information

Owner ID: **O503760**
 Owner Name: **EWING DEVELOPMENT CO LLC**
 Owner Address: **1010 PROVIDENT LN
 ROUND ROCK, TX 78664-3276**
 Property Address: **1001 CR 280
 LEANDER, TX 78641**

Parcel Information

Legal Description: **AW0134 - Cochran, C. Sur., ACRES 29.6874**
 Neighborhood: **L50TR(L50TR - Leander Transitional, Williamson County)**
 Acreage: **29.6874**
 Cross Reference: **R-17-W013-4000-0025-AA02**
 Undivided Interest:

Exemption Codes: **AG (Agriculture Use)**
Entity Codes: **CLE (City of Leander)**
GWI (Williamson CO)
J01 (Aus Comm Coll)
RFM (Wmsn CO FM/RD)
SLE (Leander ISD)
W09 (Upper Brshy Cr WC&ID # 1A)

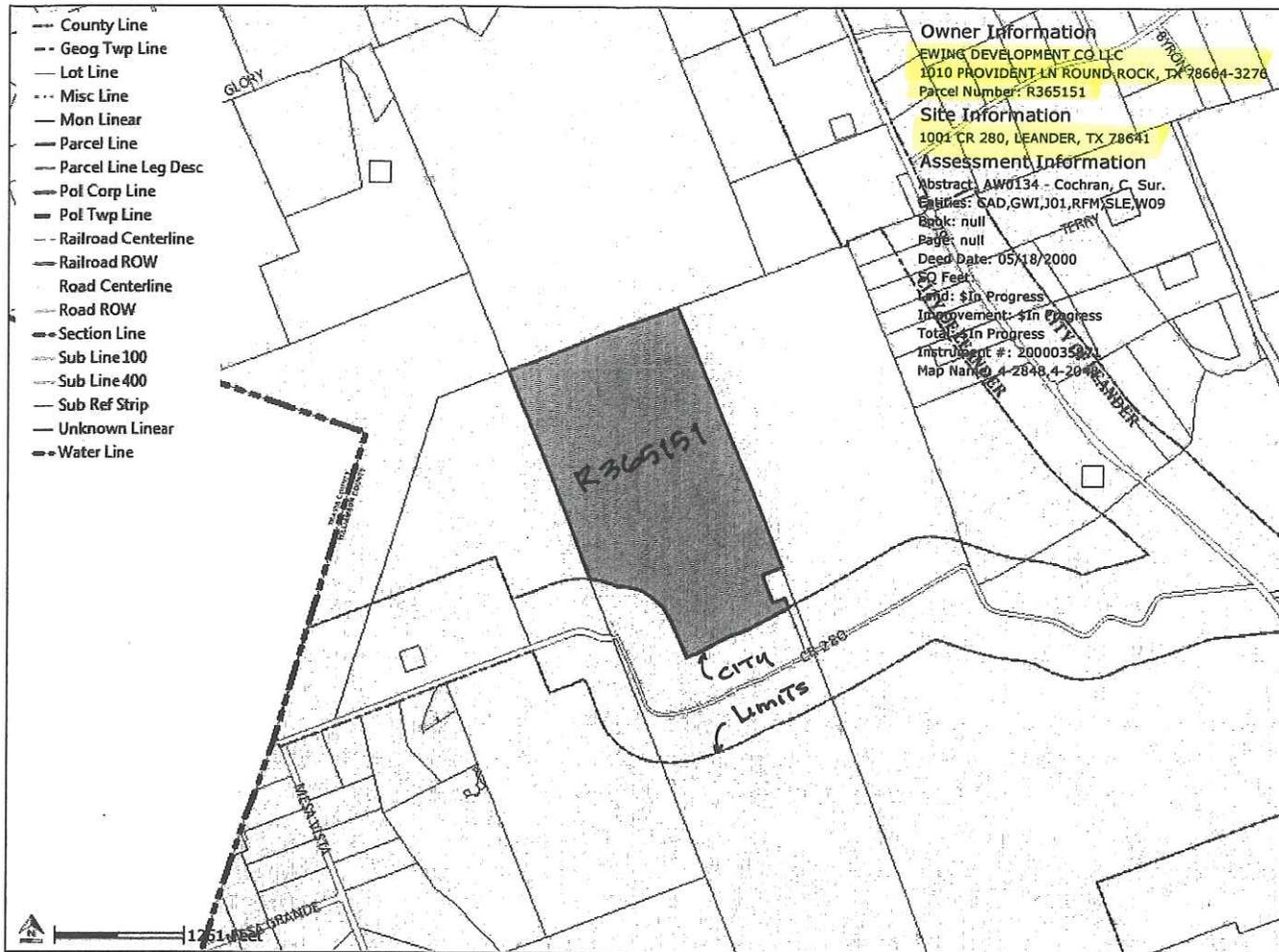
Deed Type: **Special Warranty Deed**
 Deed Book:
 Deed Page: **2000035871**
 Map Page: **4-2848,4-2048**
 Links: **R365151**

[Click here](#) to view your 2013 certified values and prior history.

ID	Type	SPTB	Land	Acres	Market
Land1	NP2 (Native Pasture II)	D1 (D1 - Qualified AG Use)		29.68	Unavailable



A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#).



Please choose **Landscape** when you print. [Print Now](#) | [Generate a PDF](#)

TAX CERTIFICATE

Office of Deborah M Hunt Tax Assessor-Collector

Williamson County Tax Office
 904 South Main Street
 Georgetown, TX 78626-5701
 Ph: 512-943-1601 Fax: 512-943-1619

This certificate includes tax years up to 2013

Entities to which this certificate applies:

J01 - Aus Comm Coll
 SLE - Leander ISD

GWI - Williamson CO
 RFM - Wmsn CO FM/RD
 W09 - Upper Brshy Cr WC&ID 1A

Property Information

Property ID : R-17-W013-4000-0025-A002

Quick-Ref ID : R365151

Value Information

	Land HS	:	\$0.00
1001 CR 280 LEANDER, TX	Land NHS	:	\$0.00
78641	Imp HS	:	\$0.00
	Imp NHS	:	\$0.00
AW0134 COCHRAN, C.	Ag Mkt	:	\$1,370,608.00
SUR., ACRES 120.493	Ag Use	:	\$4,699.00
	Tim Mkt	:	\$0.00
	Tim Use	:	\$0.00
	HS Cap Adj	:	\$0.00
	Assessed	:	\$4,699.00

Owner Information

Owner ID : O503760

EWING DEVELOPMENT CO LLC
 1010 PROVIDENT LN
 ROUND ROCK, TX 78664-3276

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
GWI	2013	21.10	0.00	0.00	0.00	0.00
J01	2013	4.46	0.00	0.00	0.00	0.00
RFM	2013	1.88	0.00	0.00	0.00	0.00
SLE	2013	71.04	0.00	0.00	0.00	0.00
W09	2013	0.94	0.00	0.00	0.00	0.00

Total for current bills if paid by 4/30/2014 : \$0.00

Total due on all bills 4/30/2014 : \$0.00

2013 taxes paid for entity GWI \$21.10

2013 taxes paid for entity J01 \$4.46

2013 taxes paid for entity RFM \$1.88

2013 taxes paid for entity SLE \$71.04

2013 taxes paid for entity W09 \$0.94

2013 Total Taxes Paid : \$99.42

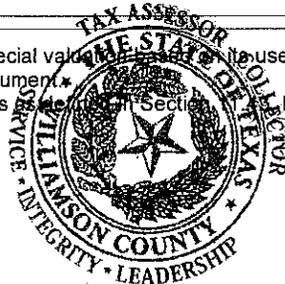
Date of Last Payment : 10/25/13

Property Fees

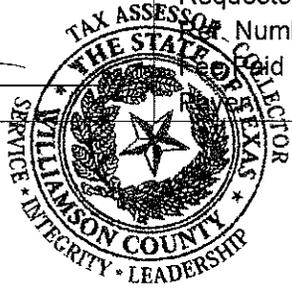
Property Fees	Charge	Paid	TOTAL
Tax Certificate Fee	10.00	0.00	10.00

Total due on all property fees : \$10.00

If applicable, the above-described property is receiving special valuation under Section 68.001, et seq., of the Texas Property Tax Code. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document. This certificate does not clear abuse of granted exemptions under Section 68.001, et seq., of the Texas Property Tax Code.



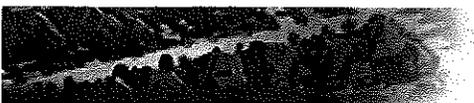
Beverly Will
Signature of Authorized Officer of the Tax Office



Date of Issue : 04/04/2014
Requestor : EWING DEVELOPMENT CO LLC
Number :
id :
:

Williamson Central Appraisal District

625 FM 1460, Georgetown TX 78626-8050
 Austin Metro: 512.930.3787 Taylor Metro: 888.331.7807



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Property Detail Sheet (R365151)

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-  [Datasheet](#)
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Searches

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- [Advanced Search](#)

Owner Information

Owner ID: **O503760**
 Owner Name: **EWING DEVELOPMENT CO LLC**
 Owner Address: **1010 PROVIDENT LN
 ROUND ROCK, TX 78664-3276**
 Property Address: **1001 CR 280
 LEANDER, TX 78641**

Property Data

- [Detail Sheet](#)
- [Datasheet](#)

Parcel Information

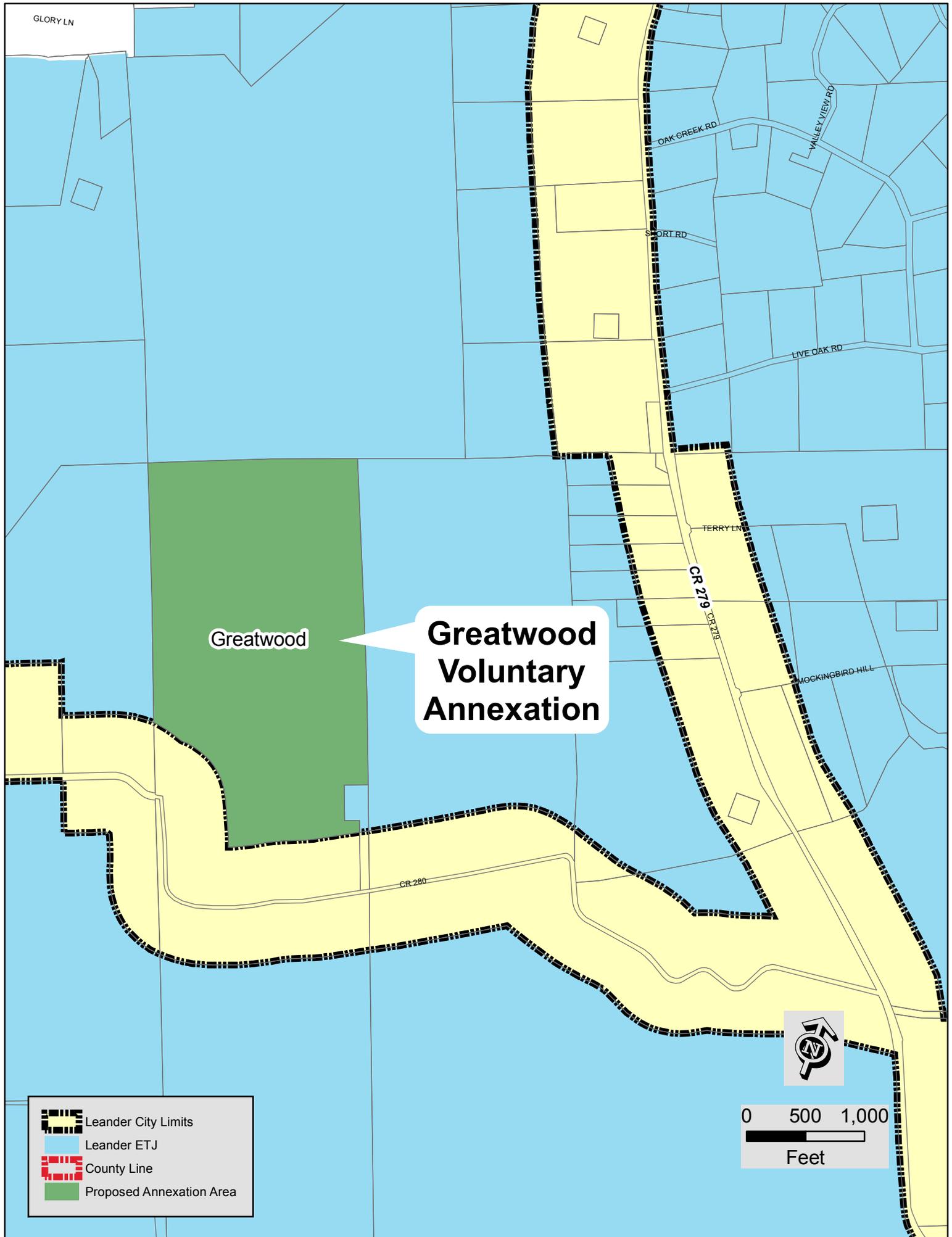
Legal Description: **AW0134 COCHRAN, C. SUR., ACRES 120.493**
 Neighborhood: **L50TR(L50TR - Leander Transitional, Williamson County)**
 Acreage: **120.493**
 Cross Reference: **R-17-W013-4000-0025-A002**
 Undivided Interest:
Exemption Codes: **AG (Agriculture Use)**
Entity Codes: **GWI (Williamson CO)**
J01 (Aus Comm Coll)
RFM (Wmsn CO FM/RD)
SLE (Leander ISD)
W09 (Upper Brshy Cr WC&ID # 1A)
 Deed Type: **Special Warranty Deed**
 Deed Book:
 Deed Page: **2000035871**
 Map Page: **4-2848,4-2048**
 Links:

[Click here](#) to view your 2013 certified values and prior history.

ID	Type	SPTB	Land	Acres	Market
Land1	NP2 (Native Pasture II)	D1 (D1 - Qualified AG Use)		120.4	Unavailable



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GLORY LN

OAK CREEK RD

VALLEYVIEW RD

SPORT RD

LIVE OAK RD

TERRY LN

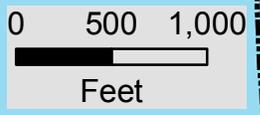
CR 279
CR 278

MOCKINGBIRD HILL

CR 280

Greatwood

**Greatwood
Voluntary
Annexation**



-  Leander City Limits
-  Leander ETJ
-  County Line
-  Proposed Annexation Area

**SCHEDULE FOR VOLUNTARY ANNEXATION
GREATWOOD SUBDIVISION +/- 121.748 ACRES**

DATE	ACTION/EVENT	LEGAL AUTHORITY
May 15, 2014	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings July 3, 2014 and July 17, 2014 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 2, 2014	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
June 18, 2014** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE ;	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
July 2, 2014** Publish notice of Second Public Hearings	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 3, 2014*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 17, 2014*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date August 7, 2014*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
August 21, 2014; Or at a special called meeting after the May 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 	

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

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



Executive Summary

May 15, 2014

Agenda Subject: A Resolution of The City Of Leander, Texas, accepting the petition for annexation of a parcel of land being 41.669 acres, more or less, located in Williamson County, Texas; setting an annexation schedule; providing for open meetings and other related matters.

Background: The resolution accepts the petition for voluntary annexation of the Wilde tract. The property is located off of Hero Way east of CR 270. The resolution sets the two public hearings for July 3, 2014 July 17, 2014. The first reading of the ordinance is scheduled for August 7, 2014 and the second and final reading is scheduled for August 21, 2014.

Origination: Applicant

Recommendation: Staff recommends approving the resolution

Attachments:

1. Resolution with exhibits
2. Annexation Schedule
3. Property Exhibit

Prepared by: Tom Yantis, AICP
Director of Development Services

5/7/2014

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 41.669, MORE OR LESS, ACRES LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Williamson County, Texas, has petitioned the City of Leander, Texas, (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City’s annexation plan pursuant to § 43.052 (h)(2) of the *Local Government Code*; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

Section 2. Proceedings. The petition for annexation of the following property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit “B”, submitted by Petitioner, are hereby accepted:

All those certain tracts or parcels of land being 41.669 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 3, 2014 and July 17, 2014. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof

ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the 15th day of May, 2014.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit "A"

PROPERTY DESCRIPTIONS

Exhibit “B”

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

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

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

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

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

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

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

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

A. Water service and maintenance of water facilities as follows:

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and

customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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



Betz Company

5707 Willow Lane
Dallas, TX 75230

EXHIBIT "C"

April 28, 2014

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

Re: Voluntary Annexation for the Wilde Property

Dear Robin:

Please accept this letter regarding the proposed annexation for approximately 41.669 acres ("Property"). The Property is owned by Charles H. and Arleen W. Wilde ("Owners").

The Williamson County Tax Appraisal District IDs are R031584, R031585, R031586, R031588, and R031589.

I look forward to working with you on the Voluntary Annexation for this Property.

Cordially,

Ryan Betz
Manager

EXHIBIT A-1

DESCRIPTION FOR J.L. CARTER

BEING 4.0 acres, of the Talbot Chambers Survey, Abstract No. 125, in Williamson County, Texas, part of a tract called 110 acres, more or less, in a deed to J.L. Carter of record in Vol. 623, Page 86, D/R. Surveyed on the ground in June of 1980, under the direction of W.F. Forest, Registered Public Surveyor No. 101.

BEGINNING at an iron pin in the fenced East line of a 20.663 acre tract conveyed to Wilds. The southwest corner of the 110 acre tract, as fenced, bears S 19°34'45" E 570.86 feet and S 70°01'30" W 87.10 feet.

THENCE N 19°34'45" W 457.41 feet with the fence to an iron pin at a fence corner.

THENCE N 80°02'20" E 420.55 feet with a fence to an iron pin in the West line of a road easement.

THENCE S 19°43'40" E 385.01 feet with the West line of the 60 foot wide road easement to set an iron pin.

THENCE S 70°07'25" W 412.92 feet to the POINT OF BEGINNING.

STATE OF TEXAS

I KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

I, W.F. FOREST, do hereby certify that the above described tract was surveyed on the ground under my supervision and that the above description is true and correct to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 6th day of June, 1980, A.D.

W.F. Forest
W.F. FOREST
REGISTERED PUBLIC SURVEYOR NO. 101



EXHIBIT "A" - 2

DESCRIPTION FOR J.L. CARTER

BEING 5.399 acres of the Talbot Chambers Survey, Abstract No. 125, in Williamson County, Texas, part of a tract called 110 acres, more or less, in a deed to J.L. Carter of record in Vol. 623, Page 86, D/R. Surveyed on the ground in June of 1980, under the direction of W.F. Forest, Registered Public Surveyor No. 101.

BEGINNING at an iron pin found at a fence corner in the North line of County Road 269 at the lower Southeast corner of a 20.663 acre tract conveyed to Wilda. The Southwest corner of the 110 acres, as fenced, bears S 70°01'30" W 87.10 feet.

TRENCE N 19°54'45" W 570.88 feet with a fence to an iron pin.

TRENCE N 70°07'25" E 412.92 feet to an iron pin.

TRENCE S 19°43'40" W 570.88 feet with the West line of a 60 foot wide access easement to an iron pin.

TRENCE S 70°07'25" W 411.0 feet with the fenced North line of County Road 269 to the POINT OF BEGINNING.

STATE OF TEXAS

I KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

I, W.F. FOREST, do hereby certify that the above described tract was surveyed on the ground under my supervision and that the above description is true and correct to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 6th day of June, 1980, A.D.



W. F. Forest
W.F. FOREST
REGISTERED PUBLIC SURVEYOR NO. 101

DESCRIPTION FOR J.L. CARTER
WILDE

BEING 11.607 acres of the Talbot Chambers Survey, Abstract No. 125, in Williamson County, Texas, part of a tract called 110 acres, more or less, in a deed from A.A. Hamner, to J.L. Carter, of record in Vol. 623, Page 86, Deed Records of Williamson County, Texas. Surveyed on the ground in January of 1980, under the direction of W.F. Forest, Registered Public Surveyor No. 101.

BEGINNING at an iron pin set beside a fence corner in the West line of a 60 foot wide Community Road Easement. The Southeast corner, as fenced, of the 110 acre tract, bears S 19°43'10" E 955.89 feet, and N 70°07'25" E 881.40 feet.

THENCE with a fence, S 80°02'20" W 420.55 feet to an iron pin set.

THENCE N 19°44'30" W 1186.77 feet to an inside all corner of the East line of the 20.663 acre tract.

THENCE N 71°09' E 414.99 feet to the upper Southeast corner of the 20.663 acre tract and to the West line of the 60 foot wide road easement.

THENCE S 19°43'10" E 1251.76 feet with the West line of the easement, to the POINT OF BEGINNING.

STATE OF TEXAS

COUNTY OF WILLIAMSON

I KNOW ALL MEN BY THESE PRESENTS:

I, W.F. FOREST, do hereby certify that the above described tract was surveyed on the ground under my supervision and that the above description is true and correct to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 16th day of January, 1980, A.D.



W.F. Forest
W.F. FOREST
REGISTERED PUBLIC SURVEYOR NO. 101

R
101

EXHIBIT A-4

of the County of Williamson and State of Texas, all of the following described real

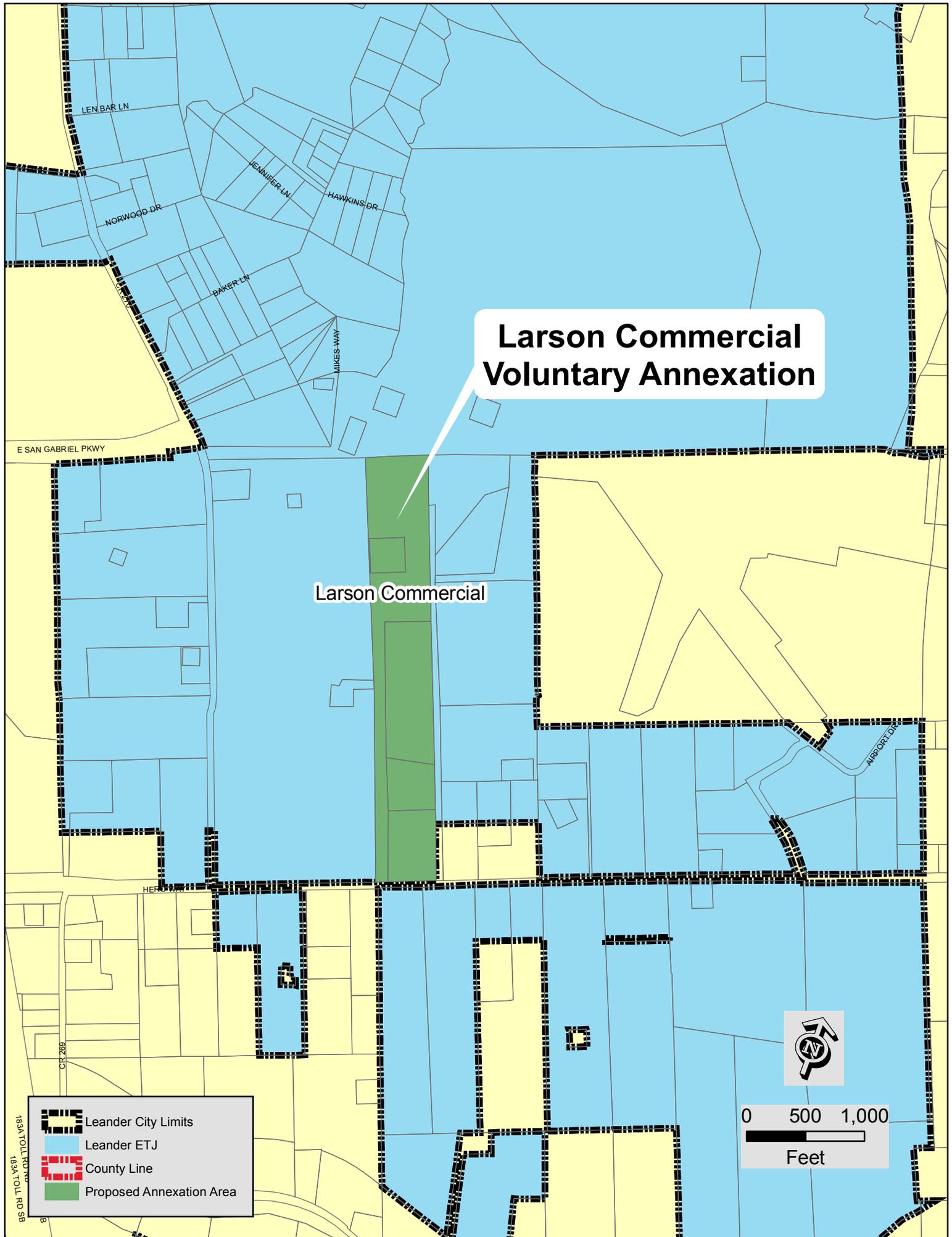
property in Williamson County, Texas, to-wit:

BEING 20.663 acres of land out of and a part of the Talbot Chambers Survey, Abstract No. 125, situated in Williamson County, Texas, said 20.663 acre tract also being a portion of that certain 110 acre tract conveyed to J. L. Carter described in a deed recorded in Volume 623, Page 86 of the Deed Records of Williamson County, Texas, and also being the same 110 acre tract described in a Correction Deed from A. A. Hammer et ux to J. L. Carter et ux recorded in Vol. 680, Page 819, Deed Records of Williamson County Texas, and is more particularly described by metes and bounds as follows:

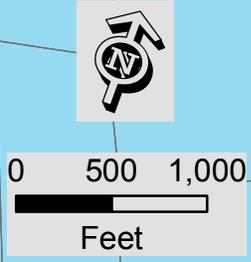
Beginning at an iron pin set for the Southwest corner of said Carter tract and the Southwest corner hereof, said point being on the South line of said Chambers Survey and the North line of the E. A. Harmon Survey Abstract No. 6, said point also being in the North R.O.W. line, as fenced, of a paved county road,
Thence Northerly along the west line of said Carter tract, the West line hereof, as fenced, the following six (6) courses: (1) N.20°17'W. 545.43 feet to an iron pin set, (2) N.19°37'40"W. 507.27 feet to an iron pin set, (3) N.19°53'W. 624.79 feet to an iron pin set, (4) N.19°54'25"W. 539.06 feet to an iron pin set, (5) N.19°53'45"W. 1066.57 feet to an iron pin set, (6) N.19°12'30" W. 333.45 feet to an iron pin set at a fence corner for the Northwest corner of said Carter tract and the Northwest corner hereof, said point being in the North line of said Chambers Survey and the South line of the L. B. Johnson Survey, Abstract No. 350;
Thence N.71°00'E. 502.00 feet to an iron pin set in the North line of said Carter tract, as fenced, for the Northeast corner hereof;
Thence leaving said North line S.19°44'E. 1400.00 feet along the East line hereof to an iron pin set for an all corner hereof;
Thence S.71°00'W. 414.99 feet to an iron pin set for an all corner hereof, said point being distant 87 feet Easterly of the first said West line hereof;
Thence S.19°55'55"E. 2215.06 feet to an iron pin set in the aforesaid North R.O.W. line, said point being the most Southerly Southeast corner hereof;
Thence S.70°01'30"W. 87.10 feet along said R.O.W. line to the Point of Beginning of this herein described tract containing 20.663 acres of land more or less.

Larson Commercial Voluntary Annexation

Larson Commercial



- Leander City Limits
- Leander ETJ
- County Line
- Proposed Annexation Area



183A TOLL RD SB
183A TOLL RD SB

**SCHEDULE FOR VOLUNTARY ANNEXATION
GREATWOOD SUBDIVISION +/- 121.748 ACRES & WILDE/LARSON COMMERCIAL +/- 41.669 ACRES**

DATE	ACTION/EVENT	LEGAL AUTHORITY
May 15, 2014	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings July 3, 2014 and July 17, 2014 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 2, 2014	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
June 18, 2014** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE ;	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
July 2, 2014** Publish notice of Second Public Hearings	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 3, 2014*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 17, 2014*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date August 7, 2014*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
August 21, 2014; Or at a special called meeting after the May 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 	

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

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



Executive Summary

May 15, 2014

Council Agenda Subject: Consideration of Addendum to Memorandum of Agreement between Howard Barkley Wedemeyer and the City of Leander dated February 6, 2014

Background: This Addendum to Memorandum of Agreement between Howard Barkley Wedemeyer and the City of Leander dated February 6, 2014, provides for an alternative method of continuous livestock watering using stock tanks and hauled, non-potable water in order to allow discontinuation of retail water service to the Wedemeyer property by Chisholm Trail Special Utility District (CTSUD). This discontinuation of service is the required initial step in the process of decertifying and removing CTSUD's Certificate of Convenience and Necessity (CCN) for the Wedemeyer property. After the completion of the decertification process, the City of Leander shall pursue certification of water and wastewater CCN's for the Wedemeyer property and other properties within Leander's ETJ located north of the South San Gabriel River in order to provide retail water and wastewater service for those areas.

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

Financial Consideration: Approximately \$5,000 from Utility Fund with GL# to be determined.

Recommendation: Staff recommends approval of the Addendum to Memorandum of Agreement between Howard Barkley Wedemeyer and the City of Leander dated February 6, 2014.

Attachments: Addendum to Memorandum of Agreement between Howard Barkley Wedemeyer and the City of Leander dated February 6, 2014

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

Addendum to Memorandum of Agreement
between Howard Barkley Wedemeyer and the City of Leander dated February 6, 2014

This Addendum to Memorandum of Agreement (this "Addendum") is entered effective as of the ___ day of _____, 2014 (the "Effective Date") between the City of Leander, Texas (the "City"), a home rule municipality located in Williamson County, Texas, and Howard Barkley Wedemeyer (the "Owner"), an individual and the owner of approximately 924 acres of land located within the incorporated limits and extraterritorial jurisdiction of the City (the "Property"), and is as follows:

Whereas, the parties entered that certain Memorandum of Agreement dated February 6, 2014 (the "MOA"), in which the parties set forth the terms and conditions under which the parties would cooperate to have the City provide retail water utility service for the Property; and

Whereas, the City benefits from becoming the retail water utility provider to the Property by increasing the number of its water customers, which spreads the cost of providing water service over a larger customer base and helps control the cost of service; and

Whereas, the City has adequate water supply to serve the Property;

Now, therefore, for good and valuable consideration, including the specific covenants and agreements set forth in this Addendum and the MOA, the City and the Owner agree as follows:

1. The City will provide four 2,500 gallon storage tanks (the "Storage Tanks") and one 169 gallon galvanized stock tank (the "New Stock Tank") to the Owner for water storage for the three stock tanks currently located on the Property and the New Stock Tank (collectively, the "Stock Tanks") in order to supply water to the Owner's cattle on the Property.
2. The City will purchase, deliver and set up the Storage Tanks and the New Stock Tank at the locations generally described on Exhibit A, will connect the Storage Tanks to the Stock Tanks, and will fill the Storage Tanks with water on or before May 31, 2014. The specific locations for the Storage Tanks and New Stock Tank will be determined by the Owner in cooperation with the City. The date on which the Storage Tanks and New Stock Tank are delivered, the Storage Tanks are connected to the Stock Tanks and the Storage Tanks are filled with water in order to supply water to Owner's cattle as provided above is referred to in this Addendum as "the Water Supply Completion Date".
3. The City will deliver non-potable water to the Storage Tanks on a temporary basis upon a schedule sufficient to assure that water is available for the cattle on the Property at all times and otherwise within twenty-four hours of request by the Owner or his designee. The Owner will pay \$50.00 per month per Storage Tank for such service. The City will provide the temporary water service until such time the Owner begins receiving water service for the Stock Tanks from the City through a City water line or the Owner begins receiving water service for the Stock Tanks from another utility. In order to assure the health of the Owner's cattle, the City's obligation to provide temporary water service will survive termination of the MOA, as amended by this Addendum, until one of the conditions specified in the preceding sentence is met or the parties otherwise agree.
4. The City will reimburse the Owner for the cost of obtaining connections for four meters to serve the Stock Tanks (including the cost of replacing the meters, if they are removed at the

time service is discontinued, as provided in paragraph 5) for potable water service from CTSUD, or Georgetown, as appropriate, in the event the parties determine that the City will not provide retail water service to the Property, the Owner's request for decertification of the Property from CTSUD's CCN is denied and the parties determine that the request will not be resubmitted, or the MOA, as amended by this Addendum, terminates. This agreement to reimburse will survive termination of the MOA, as amended.

5. The Owner will notify CTSUD to discontinue CTSUD water service through the existing meters that serve the three existing Stock Tanks and the pond at the southeast corner of Ronald Reagan and Kaufman Loop and take any other action reasonably required by CTSUD in connection with the discontinuance of such service within three days following the Water Supply Completion Date. Subject to the terms of the MOA, as amended by this Addendum, the Owner will support decertification of the Property from CTSUD's CCN and certification of the Property to the City's CCN.
6. The date for completion of construction of Segment 1 and the design of Segment 2 set forth in Paragraph 3 of the MOA is extended from January 1, 2015 to March 1, 2015, subject to extension due to force majeure. The earliest date for the City's completion of the construction of Segment 2 set forth in Paragraph 3 of the MOA is extended from July 1, 2015 to September 1, 2015. The date after which the MOA may be terminated if the Approvals have not been received is extended from September 1, 2014 to November 1, 2014. The Owner will not unreasonably withhold its approval of further extensions of the date after which the MOA may be terminated if the Approvals have not been received until March 1, 2015 if the City is diligently pursuing the Approvals, the City has commenced construction of Segment 1 of the Waterline and is diligently proceeding with such construction towards completion and such extensions would not conflict or be inconsistent with the Owner's contractual obligations to third parties, including contract purchasers.
7. All terms delineated with initial capital letters in this Addendum that are defined in the MOA have the same meanings in this Addendum as in the MOA. Other terms have the meanings commonly ascribed to them.
8. Except as specifically provided in this Addendum, the terms and provisions of the MOA will continue to govern the rights and obligations of the parties, and all provisions and covenants of the MOA, as amended by this instrument, will remain in full force and effect. In the event of any inconsistency between the MOA and this Addendum, this Addendum will control and modify the terms and provisions of the MOA.

THE CITY:

City of Leander, Texas

By: _____

Christopher Fielder

Its Mayor

THE OWNER:

Howard Barkley Wedemeyer