

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



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

Thursday ~ June 19, 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: June 5, 2014
6. Acceptance of Subdivision Infrastructure Improvements for Cold Springs, Section 6
7. Approval of License Agreement with Capital Metro for Liberty Fest Fireworks
8. Acceptance of Subdivision Infrastructure Improvements for Travisso Section 1, Phase 1A
9. Consider termination of the Lease Agreement with Joule Biotechnologies Inc. for the five-acre property located at 10101 FM2243.

PUBLIC HEARING: ACTION

10. **Public Hearing** on Zoning Case #14-Z-010: Consider a zoning change for 4.64 acres, more or less, for the property located at 1405 Leander Drive from HC-4-D, Heavy Commercial to HC-5-D, Heavy Commercial, Leander, Williamson County, Texas
Applicant: Keith Stuart on behalf of Robert M. Campbell and Campbell Girls Partnership Ltd.

Action on Zoning Case # 14-Z-010: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located at 1405 Leander Drive, Leander, Williamson County, Texas

11. **Public Hearing** on Zoning Case #14-Z-012: Consider a zoning change for 3.537 acres, more or less, for a parcel generally located 190 feet north of the intersection of Vista Ridge Drive and S. Bagdad Road on the west side of Bagdad Road from Interim SFR-1-B, Single Family Rural to SFU-2-B, Single Family Urban, Leander, Williamson County, Texas

Applicant: James Cook on behalf of MHI Partnership, Ltd

Action on Zoning Case #14-Z-012: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel generally located 190 feet north of the intersection of Vista Ridge Drive and S. Bagdad Road on the west side of Bagdad Road, Leander, Williamson County, Texas

12. **Public Hearing** on Grant Application Submission to Texas Parks & Wildlife for Lakewood Community Park

Action on authorization for a Grant Application Submission to Texas Parks & Wildlife for Lakewood Community Park

13. **Public Hearing** on Subdivision Case #14-CP-004: Consider a Concept Plan for Leander Crossing for 63.33 acres, more or less, generally located to the northwest of the intersection of Woodview Drive and 183A Toll Road, Leander, Williamson County, Texas

Action on Subdivision Case #14-CP-004: Leander Crossing Concept Plan, Leander, Williamson County, Texas

14. **Public Hearing** on Subdivision Case #14-TOD-CP-001: Consider a Concept Plan for Leander 183 for 490 acres, more or less generally located to the east of 183A Toll and north of East San Gabriel Parkway, Leander, Williamson County, Texas

Action on Subdivision Case #14-TOD-CP-001: Leander 183 Concept Plan, Leander, Williamson County, Texas

REGULAR AGENDA

15. Consider Standard Professional Services Agreement and Task Order STE-1 with Smith Turrieta Engineering, Inc., for professional services for Hero Way 12-Inch Water Line Extension Project
16. Discussion and possible action regarding the marketing and branding of the Transit Oriented Development District (TOD)
17. Consider appointment of Mayor Pro-Tem

EXECUTIVE SESSION

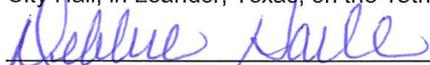
18. Convene into executive session pursuant to Section 551.071 and 551.072, Texas Government Code and Section 1.05 Texas Disciplinary Rules of Professional Conduct to deliberate the acquisition of real property and possible use of eminent domain proceedings

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the acquisition of real property and possible use of eminent domain proceedings

19. Consider a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn if necessary fee simple title to that certain 5.217 acre tract in Travis County owned by Cathy and Gary Gross, for the public purpose of constructing a permanent deep water intake facility as further described in the attached proposed resolution for this item
20. Council Members Closing Statements
21. 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 13th day of June, 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 ~ June 5, 2014 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette

Place 4 – Ron Abruzzese

Place 2 – Kirsten Lynch

Place 5 – Jason Dishongh (Mayor Pro Tem)

Place 3 – Simon Garcia

Place 6 – David Siebold

City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance
Council Member Lynch delivered the invocation
Girl Scout Troop # led the Pledges of Allegiance
2. Roll Call
Council Member Abruzzese and Council Member Siebold were absent
All others present
3. Staff Comments:
Steve Bosak Director of Parks & Recreation informed about the Wednesday Night Social at the Crystal Falls Golf Club to be held on June 11, 2014
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins.
Tessa Schmieltizinsky – Community Marketing at PEC told Council about the 2014 PEC annual meeting to be held on June 21st at Cedar Park High School
5. Presentation to Tracey Gossiaux for obtaining U.S. Citizenship
Sponsored by Mayor Fielder
Tracey Gossiaux was not present at the meeting – this item was tabled
6. Presentation to Captain Jason Allen Palm for retirement for the U.S. Armed Forces
Sponsored by Mayor Fielder
Council Member Navarrette read Captain Palm's Bio
Mayor Fielder presented the certificate to Captain Jason Allen Palm
7. Presentation of Art by the Public Arts Commission
Steve Bosak, Director of Parks & Recreation introduced members of the Public Arts Commission; Chairman Stan Holcomb, Secretary Cindy Tauer- Eckert and Council Member Garcia who recognized artist Marty LenHart, who presented an art piece to be displayed at the Leander Public Library
8. Proclamation designating June 2014 as "Hill Country Community Ministries" month in the City of Leander. *Sponsored by Mayor Pro Tem Dishongh*
Mayor Pro Tem Dishongh read the Proclamation and presented it to Sherry McDonnell with Hill Country Community Ministries. He also announced that June is a Food Drive month and encouraged everyone to donate.

9. Presentation by Williamson County Financial Stability Coalition
LeAnn Powers, Director of United Way of Williamson County thanked the City for the use of the Public Library for free tax service and for helping financially

CONSENT AGENDA: ACTION

10. Approval of the minutes: May 15, 2014
11. Receive Quarterly Investment Report
12. Consideration of Street Closure for Liberty Fest
13. Second Reading of an Ordinance on Ordinance Case #14-OR-004: amendments to Sections of Article 14.200, the Composite Zoning Ordinance regarding screening requirements for lots located adjacent to major roadways
14. Second Reading of an Ordinance 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
15. Dedication and Acceptance of Subdivision Infrastructure Improvements for Borho Phase 1
16. Dedication and Acceptance of Reagan's Overlook – Offsite 24-inch Waterline
17. Dedication and Acceptance of Reagan's Overlook – Booster Pump Station
18. Dedication and Acceptance of Subdivision Infrastructure Improvements for Travisso Section 1 Phase 1D
19. Award of Lease Contracts for Golf Carts
20. Consider Change Order To Purchase Two (2) Vehicles For Building Inspections Division From Randall Reed's Prestige Ford, Garland, Texas, Pursuant To Solicitation #S13-019.
21. Authorize Agreement with Pattillo, Brown, & Hill, LLP for Professional Auditing and Accounting Services
22. License Agreement for the installation and maintenance of parking improvements within the City right-of-way.

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

PUBLIC HEARING: NO ACTION

23. Presentation of Feasibility Study and proposed Service and Assessment Plan and Public Hearing on the proposed creation of the Oak Creek Public Improvement District
Kent Cagle, City Manager explained
Presentation given by Rick Rosenberg, Developer

No speakers

Motion made by Mayor Pro Tem Dishongh to continue the public hearing to the July 3, 2014 city council meeting. Second by Council Member Garcia. Motion passes, all voting "aye"

24. Public Hearing on Zoning Case #14-Z-008: Consider a zoning change for 4.2 acres, more or less, for a parcel located at 17400 Ronald Reagan Blvd. from GC-2-B, General Commercial to GC-3-B, General Commercial, Leander, Williamson County, Texas
Applicant: Scott J. Foster, P.E. on behalf of Vince & Nanette Giaco
The applicant has postponed this zoning request

Mayor Fielder announced that this item has been postponed by the applicant

25. Public Hearing on a proposed franchise or permit for Progressive Waste Solutions of TX, Inc. (formerly IESI Corporation) to provide recycling services within the City of Leander

Mayor Fielder announced that the applicant has withdrawn this request

REGULAR AGENDA

26. Consider an ordinance of the City of Leander amending Article 4.03, Alarm systems of Code of Ordinances; and amending code of ordinances, appendix "A", fees, section A4.001 relating to alarm permit fees; providing for effective date; and providing for other matters.

Greg Minton, Chief of Police explained

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

27. Consider approval of a contract between the City of Leander and PMAM Corporation for Alarm Program Administration and Collection Services; and authorizing the City Manager to sign

Greg Minton, Chief of Police explained

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

28. Consider approval of a letter agreement between the City of Leander and Sentinel Land Company, LLC regarding the City's consent to the creation of a municipal utility district (MUD) on and development of the property known as the Lively tract

Kent Cagle, City Manager explained

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

29. Consider an ordinance of the City of Leander, Texas giving consent to the creation of a municipal utility district

Kent Cagle, City Manager explained

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

30. A Resolution of the City of Leander, Texas, accepting several petitions for annexation of land located in Williamson County, Texas; setting an annexation schedule; providing for open meetings and other related matters.

Kent Cagle, City Manager explained

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

31. Consider Action Relating to the Pedernales Electric Cooperative, Inc. 2014 Election For Directors District 2 and 3, and Referendum Regarding Single-Member Or At-Large Voting

Motion made by Mayor Fielder to nominate Emily Pataki for District 2. Second by Council Member Navarrette. Motion passes, all voting “aye”

Motion made by Mayor Pro Tem Dishongh to nominate Arnold LeVine for District 3. Second by Council Member Lynch. Motion passes, all voting “aye”

Motion made by Mayor Pro Tem Dishongh to approve the referendum for single member district voting. Second by Council Member Lynch. Motion passes, all voting “aye”

32. Consider request for variation to Noise Ordinance for property located at 10201 E. Crystal Falls Parkway
Janet Gallagher, Building Inspector explained

Motion made by Council Member Navarrette to approve and to notify all residents within 600 feet of the site. Second by Mayor Pro Tem Dishongh. Motion passes, all voting “aye”

33. Consider appointment of Mayor Pro-Tem
Mayor Fielder pulled this item from the agenda.

EXECUTIVE SESSION

34. Convene into executive session pursuant to:
- Section 551.071 and 551.072, Texas Government Code and Section 1.05 Texas Disciplinary Rules of Professional Conduct to deliberate the acquisition of real property and possible use of eminent domain proceedings
 - Section 551.071, Texas Government code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the City of Liberty Hill’s Application for TPDES Permit for Municipal Wastewater Amendment, Permit Number WQ0014477001

Council convened into executive session at 8:20 pm
Council reconvened into open session at 8:34 pm

Reconvene into open session to take action as deemed appropriate in the City Council’s discretion regarding:

- The acquisition of real property and possible use of eminent domain proceedings
No action taken
- The City of Liberty Hill’s Application for TPDES Permit for Municipal Wastewater Amendment, Permit Number WQ0014477001

Motion made by Mayor Pro Tem Dishongh to confirm and ratify to approve the filing of the protest of the City of Liberty Hill’s application for TPDES permit for Municipal Wastewater Amendment, Permit number WQ0014477001. Second by Council Member Garcia. Motion passes, all voting “aye”

35. Consider a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn if necessary fee simple title to that certain 5.217 acre tract in Travis County owned by Cathy and Gary Gross, for the public purpose of constructing a permanent deep water intake facility as further described in the attached proposed resolution for this item

Mayor Fielder announced that this item is being postponed to the June 19, 2014 council meeting

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

37. Adjournment
With there being no further business, the meeting adjourned at 8:37 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

June 19, 2014

Council Agenda Subject: Consider Acceptance of Subdivision Infrastructure Improvements for Cold Springs, Section 6.

Background: The subdivision infrastructure improvements required for Cold Springs, Section 6 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on June 19, 2014 which will provide warranty and maintenance coverage for the infrastructure improvements through June 19, 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 Cold Springs, Section 6.

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

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

ENGINEER'S CONCURRENCE

FOR PROJECT ACCEPTANCE

PROJECT: Cold Springs Section Six

Date: May 28, 2014

Owner's Name and Address

Consultant Engineer's
Name and Address

Pulte Homes
9401 Amberglen Blvd
Building 1, Suite 150
Austin, TX 78729

CSF Civil Group
3636 Executive Center Drive
Suite 209
Austin, TX 78731

I, the undersigned Professional Engineer in the State of Texas, or my representative have made a visual inspection of the referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Leander punch list items





Randall B. Nixon, P.E.

91097

Texas Registration Number

MAINTENANCE BOND
Subdivision Improvements

Bond No. 1030717

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that DNT Construction, LLC as Principal, whose address is 2300 Picadilly Dr. and The Hanover Insurance Company, a Corporation organized under the laws of the State of New Hampshire, 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 Fifty Seven Thousand One Hundred Three & 10/100's Dollars (\$57,103.10) 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 Cold Springs Section 6 (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 8th day of May, 2014 .

DNT Construction, LLC

Principal

By: 

Title: Dean Tomme, vice president

Address: _____

2300 Picadilly Dr.
Round Rock, TX 78664

The Hanover Insurance Company

Surety

By: 

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

Address: _____

10375 Richmond Ave, Ste. 1050
Houston, TX 77042

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

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

of **Austin, TX** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of Indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **19th** day of **August 2013**.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas

Robert Thomas, Vice President

Joe Brenstrom

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **19th** day of **July 2013** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 8th day of May 2014.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian

Glenn Margosian, Vice President



IMPORTANT NOTICE

To obtain information or make a complaint:
You may call The Hanover Insurance Company/Citizens Insurance Company of America's toll-free telephone number for information or to make a complaint at:

1-800-608-8141

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:
440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

You may write the Texas Department of Insurance:
P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono gratis de The Hanover Insurance Company/Citizens Insurance Company of America's para informacion o para someter una queja al:

1-800-608-8141

Usted tambien puede escribir a The Hanover Insurance Company/Citizens Insurance Company of America al:
440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

APPLICATION AND CERTIFICATE FOR PAYMENT/ DNT Construction

TO (OWNER): **PROJECT:** Cold Springs Section 6
Putte Homes of Texas, L.P.
 12301-B Riata Trace Pkwy, Bldg 2
 Austin, TX 78727

DNT Construction, LLC
 P O Box 6210
 Round Rock, Texas 78683

ENGINEER
CSF Civil Group
 3836 Executive Center Drive, Ste 209
 Austin, TX 78731

APPLICATION NO: 6
 PERIOD TO: 5/31/2014
 DNT CONSTRUCTION
 INVOICE NO. 10.1429.14-6
 CONTRACT DATE:
 Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet Attached

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change orders approved in previous months by Owner		\$0.00	\$0.00
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
1			
2			
3			
4			
TOTALS		\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: DNT CONSTRUCTION, LLC

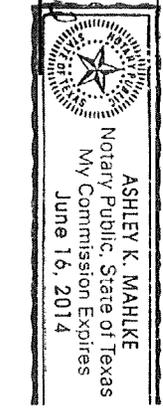
By: *[Signature]* Date: 6/2/14

ENGINEER CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1 ORIGINAL CONTRACT SUM	\$ 571,031.00
2 Net change by Change Orders	\$ -
3 CONTRACT SUM TO DATE	\$ 571,031.00
4 TOTAL COMPLETED & STORED TO DATE (Column G on J703)	\$ 571,031.00
5 Retainage:	
a. 10 % of Cpt Wk	\$ -
(Column D + E on J703)	\$ -
b. 10 % of Stored Mtl	\$ -
(Column F on J703)	\$ -
Total Retainage (Line 5a + 5b or (Total in Column 1 of J703)	\$ -
6 TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	\$ 571,031.00
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$ 571,031.00
8 CURRENT PAYMENT DUE	\$ -
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ -

State of: TEXAS County of: TRAVIS
 Subscribed and sworn to before me this 2 day of June, 2014
 Notary Public: Ashley K. Mahlke
 My Commission expires: June 16, 2014



AMOUNT CERTIFIED
 (Attach explanation if amount certified differs from the amount applied for.)
 ENGINEER

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Cold Springs Section 6
 CONTRACTOR: DNT CONSTRUCTION
 P O Box 6210
 Round Rock, Texas 78683

PROGRESS PAYMENT NO.: 5
 PROGRESS PAYMENT PERIOD: 5/31/2014

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS UNIT	PREVIOUS UNIT PRICE	PREVIOUS CONTRACT AMOUNT	QTY	UNIT	TODAY	COST	PREVIOUS CONTRACT AMOUNT	PREVIOUS COST	COST ESTIMATE	%
1	Mobilization Layout, Supervision	1	LS	\$ 47,000.00	\$47,000.00	1.00				1.00			\$47,000.00	\$0.00	\$47,000.00	\$0.00	100%
2	Excavation R.O.W. to R.O.W.	9595	SY	\$ 1.00	\$9,595.00	9595.00				9595.00			\$9,595.00	\$0.00	\$9,595.00	\$0.00	100%
3	Subgrade Prep. 1 ft. behind curb	6570	SY	\$ 1.75	\$11,497.50	6570.00				6570.00			\$11,497.50	\$0.00	\$11,497.50	\$0.00	100%
4	8 inch base 1 ft. behind curb	6570	SY	\$ 7.25	\$47,632.50	6570.00				6570.00			\$47,632.50	\$0.00	\$47,632.50	\$0.00	100%
5	1.5 inch HMAAC	5505	SY	\$ 9.00	\$49,545.00	5505.00				5505.00			\$49,545.00	\$0.00	\$49,545.00	\$0.00	100%
6	6" Curb and Gutter, excl. inlets & transitions	2865	LF	\$ 13.75	\$39,393.75	2865.00				2865.00			\$39,393.75	\$0.00	\$39,393.75	\$0.00	100%
7	Concrete Valley Gutter	1	EA	\$ 4,100.00	\$4,100.00	1.00				1.00			\$4,100.00	\$0.00	\$4,100.00	\$0.00	100%
8	ADA Ramp	695	LF	\$ 19.00	\$13,205.00	695.00				695.00			\$13,205.00	\$0.00	\$13,205.00	\$0.00	100%
9	ADA Ramp	4	EA	\$ 950.00	\$3,800.00	4.00				4.00			\$3,800.00	\$0.00	\$3,800.00	\$0.00	100%
10	Type II Driveway at Pond	1	EA	\$ 2,500.00	\$2,500.00	1.00				1.00			\$2,500.00	\$0.00	\$2,500.00	\$0.00	100%
11	Street Sign with Stop sign	1.00	EA	\$ 750.00	\$750.00	1.00				1.00			\$750.00	\$0.00	\$750.00	\$0.00	100%
					\$229,018.75						\$229,018.75						

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS UNIT	PREVIOUS UNIT PRICE	PREVIOUS CONTRACT AMOUNT	QTY	UNIT	TODAY	COST	PREVIOUS CONTRACT AMOUNT	PREVIOUS COST	COST ESTIMATE	%
1	Electric (including Street Lights)	1	LS	\$ 65,000.00	\$65,000.00	1.00				1.00			\$65,000.00	\$0.00	\$65,000.00	\$0.00	100%
2	Street Lights	5	EA	\$ 2,000.00	\$10,000.00	5.00				5.00			\$10,000.00	\$0.00	\$10,000.00	\$0.00	100%
					\$95,000.00						\$95,000.00						

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS UNIT	PREVIOUS UNIT PRICE	PREVIOUS CONTRACT AMOUNT	QTY	UNIT	TODAY	COST	PREVIOUS CONTRACT AMOUNT	PREVIOUS COST	COST ESTIMATE	%
1	Gas	1	LS	\$ 14,650.00	\$14,650.00	1.00				1.00			\$14,650.00	\$0.00	\$14,650.00	\$0.00	100%
					\$14,650.00						\$14,650.00						

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS UNIT	PREVIOUS UNIT PRICE	PREVIOUS CONTRACT AMOUNT	QTY	UNIT	TODAY	COST	PREVIOUS CONTRACT AMOUNT	PREVIOUS COST	COST ESTIMATE	%
1	Lot Grading	33	LOT	\$ 85.00	\$2,805.00	33.00				33.00			\$2,805.00	\$0.00	\$2,805.00	\$0.00	100%
2	Embark Surplus Material on Lots	3339	CY	\$ 1.50	\$5,008.50	3339.00				3339.00			\$5,008.50	\$0.00	\$5,008.50	\$0.00	100%
					\$33,553.50						\$33,553.50						

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS UNIT	PREVIOUS UNIT PRICE	PREVIOUS CONTRACT AMOUNT	QTY	UNIT	TODAY	COST	PREVIOUS CONTRACT AMOUNT	PREVIOUS COST	COST ESTIMATE	%
1	10 ft. Curb Inlet, Incl. transitions	11	EA	\$ 4,575.00	\$50,325.00	11.00				11.00			\$50,325.00	\$0.00	\$50,325.00	\$0.00	100%
2	24 inch RCP	180	LF	\$ 63.00	\$11,340.00	180.00				180.00			\$11,340.00	\$0.00	\$11,340.00	\$0.00	100%
3	Trench Safety	180	LF	\$ 1.00	\$180.00	180.00				180.00			\$180.00	\$0.00	\$180.00	\$0.00	100%
					\$61,845.00						\$61,845.00						

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS UNIT	PREVIOUS UNIT PRICE	PREVIOUS CONTRACT AMOUNT	QTY	UNIT	TODAY	COST	PREVIOUS CONTRACT AMOUNT	PREVIOUS COST	COST ESTIMATE	%
1	8 inch, C900, SDR-14	1460	LF	\$ 35.00	\$51,100.00	1460.00				1460.00			\$51,100.00	\$0.00	\$51,100.00	\$0.00	100%
2	Fire Hydrant Incl. lead pipe and 6" gate valve	4	EA	\$ 4,400.00	\$17,600.00	4.00				4.00			\$17,600.00	\$0.00	\$17,600.00	\$0.00	100%
3	8 inch gate valve	2	EA	\$ 1,325.00	\$2,650.00	2.00				2.00			\$2,650.00	\$0.00	\$2,650.00	\$0.00	100%
4	Double service, long side	7	EA	\$ 1,950.00	\$13,650.00	7.00				7.00			\$13,650.00	\$0.00	\$13,650.00	\$0.00	100%
5	Double service, short side	8	EA	\$ 1,200.00	\$9,600.00	8.00				8.00			\$9,600.00	\$0.00	\$9,600.00	\$0.00	100%
6	Single service, long side	3	EA	\$ 1,425.00	\$4,275.00	3.00				3.00			\$4,275.00	\$0.00	\$4,275.00	\$0.00	100%
7	Tie to existing 6" waterline	2	EA	\$ 650.00	\$1,300.00	2.00				2.00			\$1,300.00	\$0.00	\$1,300.00	\$0.00	100%
8	Trench Safety	1460	LF	\$ 0.50	\$730.00	1460.00				1460.00			\$730.00	\$0.00	\$730.00	\$0.00	100%
					\$100,905.00						\$100,905.00						

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS UNIT	PREVIOUS UNIT PRICE	PREVIOUS CONTRACT AMOUNT	QTY	UNIT	TODAY	COST	PREVIOUS CONTRACT AMOUNT	PREVIOUS COST	COST ESTIMATE	%
1	8 inch PVC SDR 26, 8-10 ft. (FROM PROP. GROUND)	200	LF	\$ 38.00	\$7,600.00	200.00				200.00			\$7,600.00	\$0.00	\$7,600.00	\$0.00	100%
2	Manholes, 4 ft. dia, 8-ft.	1	EA	\$ 3,650.00	\$3,650.00	1.00				1.00			\$3,650.00	\$0.00	\$3,650.00	\$0.00	100%
3	Manholes, Extra Depth	1	VF	\$ 350.00	\$350.00	1.00				1.00			\$350.00	\$0.00	\$350.00	\$0.00	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Cold Springs Section 6

CONTRACTOR: DNT CONSTRUCTION

P O Box 6210
Round Rock, Texas 79683

PROGRESS PAYMENT NO.: 6
PROGRESS PAYMENT PERIOD: 5/31/2014

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	QTY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
4	Raise Existing Manholes	3	EA	\$ 465.00	\$1,395.00	3.00	\$1,395.00	3.00	\$1,395.00	100%
5	Double service, long side	3	EA	\$ 561.50	\$1,684.50	3.00	\$1,684.50	3.00	\$1,684.50	100%
6	Double service, short side	1	EA	\$1,550.00	\$1,550.00	1.00	\$1,550.00	1.00	\$1,550.00	100%
7	Trench Safety	200	LF	\$ 1.00	\$200.00	200.00	\$200.00	200.00	\$200.00	100%
					\$20,995.00		\$20,995.00		\$20,995.00	100%

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	QTY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
1	Silt Fence	1750	LF	\$ 2.75	\$4,812.50	1750.00	\$4,812.50	1750.00	\$4,812.50	100%
2	Silt Fence at BOC	3195	LF	\$ 2.75	\$8,786.25	3195.00	\$8,786.25	3195.00	\$8,786.25	100%
3	Inlet Protection Type II	11	EA	\$ 65.00	\$715.00	11.00	\$715.00	11.00	\$715.00	100%
4	Stabilized Construction Entrance	1	EA	\$ 850.00	\$850.00	1.00	\$850.00	1.00	\$850.00	100%
					\$15,163.75		\$15,163.75		\$15,163.75	100%

TOTAL CONTRACT \$571,031.00 \$571,031.00 \$0.00 100%

TOTAL COMPLETED TO DATE	\$ 571,031.00
TOTAL COMPLETED/STORIED TO DATE	\$ 571,031.00
RETAINAGE HELD	\$ -
TOTAL CPLIT LESS RETAINAGE	\$ 571,031.00
LESS PREVIOUS BILLINGS	\$ -
CURRENT PAYMENT DUE	\$ 571,031.00

ORIGINAL CONTRACT AMOUNT	\$ 571,031.00
CONTRACT CHANGES	\$ -
TOTAL CONTRACT W/CHANGES	\$ 571,031.00
WORK COMPLETED TO DATE	\$ 571,031.00
BALANCE TO COMPLETE	\$ -

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Cold Springs Section 6

Job No. 10-13-1378

On receipt by the signer of this document of a check from Pulte Homes, L.P (maker of check) in the sum of \$ 57,103.10 payable to DNT Construction, LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Pulte Homes, L.P (owner) located at (location) to the following extent: Cold Springs Section 6 (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Pulte Homes, L.P (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

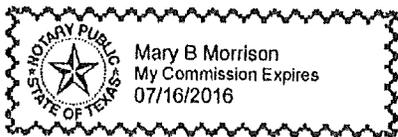
Date 5/7/14

DNT Construction, LLC (Company name)

By Jeff Phipps (Signature)

Jeff Phipps, CFO (Title)

SUBSCRIBED AND SWORN TO BEFORE ME on this 7 May 2014 to certify which witness my hand and official seal of office.



Mary Morrison
Notary Public, State of Texas
County of Travis

My Commission Expires: July 16, 2016



Executive Summary

June 19, 2014

Subject: Consider approval of a *License Agreement* with Capital Metro for Liberty Fest Fireworks

Background: Once again Capital Metro will allow the City to launch Liberty Fest fireworks from Leander Station. This is the third year Capital Metro has partnered with us for this event.

Liberty Fest is scheduled for Friday, July 4th and the rain date for fireworks is Saturday, July 5th.

Financial Consideration: None

Recommendation: Staff respectfully requests Council approval of a *License Agreement* to launch fireworks from Leander Station and authorization for the City Manager to execute it.

Attachments: *License Agreement*

Prepared by: Stephen Bosak, Parks & Recreation Director

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between Capital Metropolitan Transportation Authority, a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code (the "Capital Metro") and the City of Leander, a Texas home rule municipality (the "City"), hereinafter referred to collectively as the "Parties."

Whereas, the City wishes to use a portion of Capital Metro's Property identified in Exhibit A (the "Licensed Property") that is hereby attached and made part of this Agreement to launch fireworks for the City's 2014 Fourth of July Liberty Fest Celebration on July 4, 2014 ("**Liberty Fest 2014**"); and,

Whereas, Capital Metro desires to permit such use on the terms and conditions set forth below.

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

Section 1. Terms.

- (a) Capital Metro owns the Park and Ride facility located at 800 U.S. Highway 183 in Leander, Texas ("Park and Ride"). Capital Metro hereby grants an exclusive personal license to the City to use the portion Park and Ride depicted on the map set forth on Exhibit A, attached hereto ("Licensed Property"), for the limited purpose for use as a launch site for the firework display for the **Liberty Fest 2014** event, including the right to set up the necessary equipment and temporary facilities or tents ("Permitted Use"). The Park and Ride and the Licensed Property shall be collectively referred to herein as the "Property".

Capital Metro grants City a non-exclusive right-of-way for ingress and egress over and across so much of Park and Ride as may be reasonably required by City for ingress and egress of City traffic, with limited ingress and egress for vehicular traffic to the extent necessitated by the Permitted Use of the Licensed Property.

- (b) The following limitations apply to the City's Permitted Use:
- i. The City is not allowed to place any equipment on the Capital Metro railroad tracks and railroad station located on the Property;
 - ii. The City is not allowed to engage in any activity, on or near the railroad tracks and railroad station located on the Property, which will impede or interfere with Capital Metro operations; and,
 - iii. Access to and use of the climate controlled building structures that incorporate rest rooms which are located on the Property shall be restricted and limited to City Police, Fire and EMS personnel.

(c) The City must comply with the following:

- i. The City must post flyers with maps on vehicles parked in the Park and Ride parking lot at least 3 days prior to the **Liberty Fest 2014** event to and including the day of the **Liberty Fest 2014** event wherein the flyer will advise of the nature of the event, that no parking will be allowed after 2:00 p.m. the day of the **Liberty Fest 2014** event, and that access to the Licensed Property will be prohibited on the day of the **Liberty Fest 2014** event after a certain designated time.
- ii. The City must remove any unauthorized vehicles from the Property to allow its use of the Licensed Property.

Section 2. Duration and Termination

- (a) This Agreement will be executed as of the date of the last Party to sign ("Execution Date"). This Agreement will become effective at 6:00 a.m. on July 4, 2014 and remain in place through July 6, 2014 unless extended as hereinafter provided ("Term"). The City plans to launch fireworks on July 4, 2014, in the case of inclement weather (e.g. rain) July 5, 2014 will serve as the alternate date for launching fireworks. If the City launches fireworks on July 4, 2014, the July 5, 2014 alternate date will not be used by the City. This Agreement may be terminated: (a) for cause in the event that either Party materially breaches the terms of this Agreement and fails to cure after notice and thirty (30) days to cure; (b) on thirty (30) days advance written notice by either Party to the other Party; or (c) if the City cancels the event.
- (b) The City is obligated to determine the necessity for the alternate "rain date" by noon, CDT on July 3, 2014 and convey that determination in writing to Capital Metro no later than 2:00 p.m. July 3, 2014. Written notification of this determination may be given via email to the following email address with confirmation of receipt required: Vincent.Sandoval@capmetro.org. Capital Metro must approve in writing any alternate date other than July 5, 2014. In the event a different alternate date than designated herein is set that is after July 5, 2014 then this Agreement will terminate at 6 a.m. the day following the actual event.

Section 3. Rights and Duties of the City. The City, its employees, officers, agents and contractors shall:

- (a) Have a right to ingress and egress across the Park and Ride and use of the Licensed Property subject to the reasonable rules and regulations established by Capital Metro;
- (b) Not discriminate against any person based on race, religion, creed, national origin, sex, disability or any other legally protected classification;
- (c) Not convey, assign or otherwise subcontract this Agreement to any other person or entity without the express, written consent of Capital Metro;
- (d) Not permit, suffer or allow any activities of the City on the Licensed Property to interfere with any other facilities or activities on the Property;

- (e) Maintain risk pool insurance in the amount of \$3,000,000.00 for each occurrence and require the pyrotechnic contractor to provide excess umbrella coverage in the amount of \$5,000,000.00 to cover any incidents, injuries or occurrence related to the City's use of the Property, and provide Capital Metro with copies of certificates of insurance demonstrating compliance with this subsection prior to the date of the event;
- (f) Pay the fees associated with this Agreement timely as provided in Section 5;
- (g) Not permit any construction or alteration of any buildings or facilities which have not been expressly approved by Capital Metro;
- (h) Provide safety, security, pedestrian and traffic control as agreed and described in Exhibit B that is hereby attached and made a part of this Agreement ("Site Safety, Security & Logistics Plan"); and,
- (i) Provide fire and EMS protection and personnel as agreed and described in Exhibit B.

Section 4. Capital Metro's Rights and Duties. Capital Metro shall:

- (a) Not suffer, permit or allow the Property to be utilized in a manner inconsistent with City's Permitted Use;
- (b) Provide at least thirty (30) days written notice to the City of termination of this Agreement should Capital Metro need to use the Property on either one or both dates the City is scheduled to use the Property as specified herein in Section 2(a); and,
- (c) Provide security cards to specifically designated City Police, Fire and EMS personnel that will facilitate access to and use of the climate controlled building structures that incorporate rest rooms which are located on the Licensed Property.

Section 5. Fees And Costs of Usage.

- (a) The City shall pay Capital Metro a fee of Ten Dollars (\$10.00) for use of the Licensed Property pursuant to this Agreement (the "Use Fee") within five (5) days of execution of this Agreement.
- (b) The City shall reimburse Capital Metro any and all costs incurred by Capital Metro to perform the obligations required of the City under Section 6 herein should the City fail to perform said maintenance in the manner and time stated herein and will remit said reimbursement within thirty (30) days of receipt of an invoice reflecting said costs along with documentation supporting the amount reflected in the invoice.
- (c) Both Parties acknowledge any payment for performance or service owed in accordance with the terms of this Agreement are being made from current revenues available to the paying party.

Section 6. Removal of All City Improvements.

(a) Upon the expiration of this Agreement, of the license hereby granted, City shall quietly and peaceably surrender the Property in the same condition the premises were in at the time of City's entry thereon, except reasonable wear and tear. City will remove whatever improvements; personal property, equipment or other things (collectively "Improvements") placed by the City on the Licensed Property and shall repair and restore any damage caused by its use of the Property or removal of the Improvements. If City fails to do so, Capital Metro may remove, at City's expense, any Improvement of the City, or anyone claiming it, remaining on the Property. Capital Metro may, in its sole discretion, take possession of and appropriate to itself without payment to City, or anyone claiming it, any Improvements of the City remaining on the Property. The City shall reimburse Capital Metro for all reasonable expenses, including legal costs and counsel fees, incurred by Capital Metro as a result of any failure by City to remove its property as set forth herein and to repair and restore any injury or damage to the Property to the extent caused by operations of the City during its use.

(b) The City shall not suffer, allow or permit the Property to be damaged. The City shall clean the Property before and after said use to remove any litter, debris, signage, markings, pyrotechnic residue, graffiti, filth or other offensive material and to return the Property to the state such Property was in prior to use by the City.

(c) Taking into consideration circumstances and conditions beyond City's control, City will complete the clean-up and maintenance of the Property on, or before, 6:00 a.m. July 5, 2014 or 6:00 a.m. July 7, 2014 (all times are based on Central Daylight Time - "CDT") if the alternate date is used. Failure to comply with the requirements of this Section 6 in the manner and time required will result in the City reimbursing Capital Metro for all costs described in Section 5(b).

(d) The City will be liable for any and all damage to the Property arising from, or caused by, the City, its employees, officers, agents, and its contractors, including the pyrotechnic contractor.

Section 7. Notices.

Any notice required or desired to be given under this Agreement shall be in writing and shall be personally delivered or given by mail, save and except Section 2(b) herein. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two hours from the time when notice was deposited in the United States mail (certified or registered, return receipt requested, postage prepaid), addressed to the Party to be served with a copy as indicated herein. Either Party may change its address for purposes of notice by giving notice of such change of address to the other Party.

To Capital Metro: Capital Metropolitan Transportation Authority
2910 East Fifth Street
Austin, Texas 78702
Attention: Chief Counsel

To the City: City of Leander
P.O. Box 4319
Leander, Texas 78646
Attention: City Manager

Section 8. Amendments. No alteration, addition or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto executed by both Parties. Any and all agreements heretofore made, if any, between the Parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of the agreement between the Parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

Section 9. Indemnity. To the extent authorized by law, the City agrees to indemnify and hold harmless Capital Metro and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, or actions arising from or based upon intentional or negligent acts or omissions on the part of the City which may arise out of or result from City's occupancy or use of the Property or activities conducted in connection with or incidental to this Agreement. The provisions of this section shall survive termination of this Agreement

Section 10. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 11. Prohibition of Exclusive Right. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

Section 12. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. However, if City's obligation to pay the fee set forth in Section 5 or any other payment due to be paid by the City pursuant to this Agreement is determined to be invalid or unenforceable, this Agreement shall terminate.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their officers thereunto duly authorized.

**Capital Metropolitan
Transportation Authority**

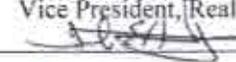
City of Leander

By:  _____

By: _____

John Hodges
Vice President, Real Estate and Asset Management

Kent Cagle
City Manager

Date:  05/28/14 _____

Date: _____

Approved as to form:

Attest:

By:  _____

By: _____

Debbie Haile, City Secretary

**EXHIBIT A
PROPERTY**



EXHIBIT B
SITE SAFETY, SECURITY & LOGISTICS PLAN





Executive Summary

June 19, 2014

Council Agenda Subject: Consider Acceptance of Subdivision Infrastructure Improvements for Travisso Section 1, Phase 1A.

Background: The subdivision infrastructure improvements required for Travisso Section 1, Phase 1A have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on June 19, 2014 which will provide warranty and maintenance coverage for the infrastructure improvements through June 19, 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 Travisso Section 1, Phase 1A.

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

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

JAY ENGINEERING COMPANY, INC.

P.O. Box 1220 (512) 259-3882
Leander, TX 78646 Fax 259-8016

Texas Registered Engineering Firm F-4780

May 30, 2014

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

Re: Travisso Section 1, Phase 1A
Certificate of Completion

Dear Mr. Watts:

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

1. The six (6) inch drain line and riser pipe for extended detention pond #47 were installed at the wrong elevation. As designed, the drain line connects to a future bioretention basin (Pond #23 in Phase 2). Therefore, the water quality portion of pond #47 is segmented and will not function until Pond #23 in Phase 2 is built. The outfall structure appears to be installed per plans; therefore the detention portion of Pond #47 is fully functional in accordance with the plans.
2. The stabilization of the area downgrade storm sewer outfall F2 has not been completed.

The water quality portion of Pond #47 and the stabilization of the storm sewer F2 outfall area are permitted through the LCRA under Development Permit #12-00017.1. The project will not be accepted by the LCRA until storm sewer F2 outfall area is stabilized and the drain line for pond #47 is installed at the correct elevation and functioning properly in coordination with the bioretention basin (Pond #23) in Phase 2. We request acceptance of the Travisso Section 1, Phase 1 improvements by the City of Leander at this time with the understanding that storm sewer F2 outfall area will be stabilized and the drain line and water quality portion of Pond #47 will be corrected per the approved plans, inspected by the LCRA and approved per the Development Permit.

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



5-30-14

MAINTENANCE BOND
Subdivision Improvements

Bond No. 1959430

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that DNT Construction, LLC as Principal, whose address is 2300 Picadilly Dr. and The Hanover Insurance Company, a Corporation organized under the laws of the State of New Hampshire, 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 Three Hundred Eighty Nine Thousand Six Hundred Eighty Three & 84/100's Dollars (\$389,683.84) 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 Travisso Section 1 Phase 1: Sky Country Boulevard; Street, Drainage, Water & Wastewater Improvements (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

The Surety 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.

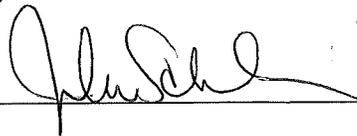
Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby 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 27th day of May, 2014 .

DNT Construction, LLC
Principal

The Hanover Insurance Company
Surety

By: 

By: 

Title: Dean Tomme, Vice President

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

Address: _____

Address: _____

2300 Picadilly Dr.
Round Rock, TX 78664

10375 Richmond Ave, Ste. 1050
Houston, TX 77042

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

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

of Austin, TX and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of August 2013.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas

Robert Thomas, Vice President

Joe Brenstrom

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 19th day of July 2013 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 27th day of May 20 14.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian

Glenn Margosian, Vice President



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/Citizens Insurance Company of America's toll-free telephone number for information or to make a complaint at:

1-800-608-8141

You may also write to The Hanover Insurance Company/Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de The Hanover Insurance Company/Citizens Insurance Company of America's para informacion o para someter una queja al:

1-800-608-8141

Usted tambien puede escribir a The Hanover Insurance Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Travisso Section 1, Phase 1A

PROGRESS PAYMENT NO: 12
PROGRESS PAYMENT PERIOD: 4/30/2014

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT		PREV QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
					AMOUNT	AMOUNT							
1	SILT FENCE	8585	LF	\$ 2.50	\$21,462.50	\$21,462.50	8585.00	0.00	8585.00	\$21,462.50	\$21,462.50	\$0.00	100%
2	TEMPORARY DIVERSION BERMS	16	EA	\$ 600.00	\$9,600.00	\$9,600.00	16.00	0.00	16.00	\$9,600.00	\$9,600.00	\$0.00	100%
3	ROCK BERMS	300	LF	\$ 17.00	\$5,100.00	\$5,100.00	300.00	0.00	300.00	\$5,100.00	\$5,100.00	\$0.00	100%
4	STABILIZED CONSTRUCTION ENT.	2	EA	\$ 1,000.00	\$2,000.00	\$2,000.00	2.00	0.00	2.00	\$2,000.00	\$2,000.00	\$0.00	100%
5	5" DIA. ROCK RIP-RAP	6	CY	\$ 82.00	\$492.00	\$492.00	6.00	0.00	6.00	\$492.00	\$492.00	\$0.00	100%
6	12" DIA. ROCK RIP-RAP	179	CY	\$ 82.00	\$14,678.00	\$14,678.00	179.00	0.00	179.00	\$14,678.00	\$14,678.00	\$0.00	100%
7	13" DIA. ROCK RIP-RAP	41	CY	\$ 82.00	\$3,362.00	\$3,362.00	41.00	0.00	41.00	\$3,362.00	\$3,362.00	\$0.00	100%
8	14" DIA. ROCK RIP-RAP	43	CY	\$ 82.00	\$3,526.00	\$3,526.00	43.00	0.00	43.00	\$3,526.00	\$3,526.00	\$0.00	100%
9	6" CONCRETE RIP-RAP	31	CY	\$ 370.00	\$11,470.00	\$11,470.00	31.00	31.00	31.00	\$11,470.00	\$0.00	\$11,470.00	100%
10	FLOW SPREADER	70	LF	\$ 17.00	\$1,190.00	\$1,190.00	70.00	0.00	70.00	\$1,190.00	\$1,190.00	\$0.00	100%
11	EROSION CONTROL BLANKET	11810	SY	\$ 1.25	\$14,762.50	\$14,762.50	9000.00	2810.00	11810.00	\$14,762.50	\$11,250.00	\$3,512.50	100%
12	RESTORATION AND REVEGETATION	1	LS	\$ 61,000.00	\$61,000.00	\$61,000.00	0.60	0.00	0.60	\$36,600.00	\$36,600.00	\$0.00	60%
					\$148,643.00	\$124,243.00	\$109,260.50	\$14,982.50	\$14,982.50	\$14,982.50	\$0.00	\$0.00	84%

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT		PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
					AMOUNT	AMOUNT							
13	CLEAR AND GRUB ROW	17.1	AC	\$ 9,400.00	\$160,740.00	\$160,740.00	17.10	0.00	17.10	\$160,740.00	\$160,740.00	\$0.00	100%
14	CLEAR AND GRUB EASEMENTS	0.2	AC	\$ 2,100.00	\$420.00	\$420.00	0.20	0.00	0.20	\$420.00	\$420.00	\$0.00	100%
15	ROW EXCAVATION	33003	CY	\$ 5.15	\$169,965.45	\$169,965.45	33003.00	0.00	33003.00	\$169,965.45	\$169,965.45	\$0.00	100%
16	ROW EMBANKMENT	29771	CY	\$ 1.50	\$44,656.50	\$44,656.50	29771.00	0.00	29771.00	\$44,656.50	\$44,656.50	\$0.00	100%
					\$375,781.95	\$375,781.95	\$375,781.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100%

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT		PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
					AMOUNT	AMOUNT							
17	CLEAR AND GRUB ROW	1	AC	\$ 2,100.00	\$2,100.00	\$2,100.00	1.00	0.00	1.00	\$2,100.00	\$2,100.00	\$0.00	100%
18	ROW EXCAVATION	3767	CY	\$ 3.50	\$13,184.50	\$13,184.50	3767.00	0.00	3767.00	\$13,184.50	\$13,184.50	\$0.00	100%
19	ROW EMBANKMENT	416	CY	\$ 1.50	\$624.00	\$624.00	416.00	0.00	416.00	\$624.00	\$624.00	\$0.00	100%
					\$15,908.50	\$15,908.50	\$15,908.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100%

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT		PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
					AMOUNT	AMOUNT							
20	WATER AIR RELEASE ASSEMBLY	1	EA	\$ 4,400.00	\$4,400.00	\$4,400.00	1.00	0.00	1.00	\$4,400.00	\$4,400.00	\$0.00	100%
21	8" PVC C900 DR 14 WATER LINE	2197	LF	\$ 36.00	\$79,092.00	\$79,092.00	2197.00	0.00	2197.00	\$79,092.00	\$79,092.00	\$0.00	100%
22	8" GATE VALVE AND BOX	8	EA	\$ 1,500.00	\$12,000.00	\$12,000.00	8.00	0.00	8.00	\$12,000.00	\$12,000.00	\$0.00	100%
23	8" WATER LINE CAP/PLUG	6	EA	\$ 185.00	\$1,110.00	\$1,110.00	6.00	0.00	6.00	\$1,110.00	\$1,110.00	\$0.00	100%
24	12" PVC C900 DR 14 WATER LINE	2683	LF	\$ 51.00	\$136,833.00	\$136,833.00	2683.00	0.00	2683.00	\$136,833.00	\$136,833.00	\$0.00	100%
25	12" GATE VALVE AND BOX	4	EA	\$ 2,400.00	\$9,600.00	\$9,600.00	4.00	0.00	4.00	\$9,600.00	\$9,600.00	\$0.00	100%
27	24" DI PC 250 WATER LINE	100	LF	\$ 164.00	\$16,400.00	\$16,400.00	100.00	0.00	100.00	\$16,400.00	\$16,400.00	\$0.00	100%
28	24" GATE VALVE AND BOX	1	EA	\$ 11,000.00	\$11,000.00	\$11,000.00	1.00	0.00	1.00	\$11,000.00	\$11,000.00	\$0.00	100%
29	24" WATER LINE CAP/PLUG	1	EA	\$ 1,000.00	\$1,000.00	\$1,000.00	1.00	0.00	1.00	\$1,000.00	\$1,000.00	\$0.00	100%
31	CONNECTION TO EXISTING WATER LINE	1	EA	\$ 1,000.00	\$1,000.00	\$1,000.00	1.00	0.00	1.00	\$1,000.00	\$1,000.00	\$0.00	100%
32	5-1/4" HYDRANT ASSEMBLY	12	EA	\$ 4,050.00	\$48,600.00	\$48,600.00	12.00	0.00	12.00	\$48,600.00	\$48,600.00	\$0.00	100%
33	DOUBLE WATER SERVICE	6	EA	\$ 1,950.00	\$11,700.00	\$11,700.00	6.00	0.00	6.00	\$11,700.00	\$11,700.00	\$0.00	100%
34	SINGLE WATER SERVICE	1	EA	\$ 1,750.00	\$1,750.00	\$1,750.00	1.00	0.00	1.00	\$1,750.00	\$1,750.00	\$0.00	100%
					\$334,485.00	\$334,485.00	\$334,485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100%

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT		PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
					AMOUNT	AMOUNT							
					\$334,485.00	\$334,485.00	\$334,485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACTOR: Travisso Section 1, Phase 1A

PROGRESS PAYMENT NO: 12
PROGRESS PAYMENT PERIOD: 4/30/2014

CONTRACTOR: **DNT CONSTRUCTION**
P O Box 6210
Round Rock, Texas 78683

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
35	8" SDR-26 WVV Line	1846	LF	\$ 35.00	\$64,610.00	1846.00	0.00	1846.00	\$64,610.00	\$64,610.00	\$0.00	100%
36	12" SDR-26 WVV Line	375	LF	\$ 44.00	\$16,500.00	375.00	0.00	375.00	\$16,500.00	\$16,500.00	\$0.00	100%
37	12" Depth 4" WVV Manhole with Coating	13	EA	\$ 3,375.00	\$43,875.00	13.00	0.00	13.00	\$43,875.00	\$43,875.00	\$0.00	100%
38	Extra Vertical Feet Manhole (Above 10') with Coa	2	LF	\$ 325.00	\$650.00	2.00	0.00	2.00	\$650.00	\$650.00	\$0.00	100%
39	8" WVV Drop Connection to Manhole	1	EA	\$ 800.00	\$800.00	1.00	0.00	1.00	\$800.00	\$800.00	\$0.00	100%
40	Double Gravity WVV Service	6	EA	\$ 1,375.00	\$8,250.00	6.00	0.00	6.00	\$8,250.00	\$8,250.00	\$0.00	100%
41	Single Gravity WVV Service	1	EA	\$ 950.00	\$950.00	1.00	0.00	1.00	\$950.00	\$950.00	\$0.00	100%
					\$135,635.00				\$135,635.00		\$0.00	100%

RECLAIMED WATER IMPROVEMENTS												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
43	3" PVC, C-900 DR 14 (Irrigation Line)	88	LF	\$ 28.00	\$2,464.00	88.00	0.00	88.00	\$2,464.00	\$2,464.00	\$0.00	100%
44	3" Gate Valve and Box w/ Blue Lid (Irrigation Line)	2	EA	\$ 1,000.00	\$2,000.00	2.00	0.00	2.00	\$2,000.00	\$2,000.00	\$0.00	100%
45	3" PVC, C-900 DR 14 Plug - (Irrigation Line)	2	EA	\$ 97.00	\$194.00	2.00	0.00	2.00	\$194.00	\$194.00	\$0.00	100%
46	6" PVC, C-900 DR 14 (Irrigation Line)	4202	LF	\$ 31.00	\$130,262.00	4202.00	0.00	4202.00	\$130,262.00	\$130,262.00	\$0.00	100%
47	6" Gate Valve and Box w/ Blue Lid (Irrigation Line)	7	EA	\$ 1,150.00	\$8,050.00	7.00	0.00	7.00	\$8,050.00	\$8,050.00	\$0.00	100%
48	6" PVC, C-900 DR 14 Plug - (Irrigation Line)	5	EA	\$ 150.00	\$750.00	5.00	0.00	5.00	\$750.00	\$750.00	\$0.00	100%
49	8" PVC, C-900 DR 14 (Irrigation Line)	102	LF	\$ 37.00	\$3,774.00	102.00	0.00	102.00	\$3,774.00	\$3,774.00	\$0.00	100%
50	8" Gate Valve and Box w/ Blue Lid (Irrigation Line)	1	EA	\$ 1,500.00	\$1,500.00	1.00	0.00	1.00	\$1,500.00	\$1,500.00	\$0.00	100%
51	8" PVC, C-900 DR 14 Plug - (Irrigation Line)	1	EA	\$ 185.00	\$185.00	1.00	0.00	1.00	\$185.00	\$185.00	\$0.00	100%
52	12" PVC, C-900 DR 14 (Irrigation Line)	46	LF	\$ 55.00	\$2,530.00	46.00	0.00	46.00	\$2,530.00	\$2,530.00	\$0.00	100%
53	12" Gate Valve and Box w/ Blue Lid - (Irrigation Li	1	EA	\$ 2,400.00	\$2,400.00	1.00	0.00	1.00	\$2,400.00	\$2,400.00	\$0.00	100%
54	12" PVC, C-900 DR 14 Plug - (Irrigation Line)	1	EA	\$ 285.00	\$285.00	1.00	0.00	1.00	\$285.00	\$285.00	\$0.00	100%
55	16" PVC, C-905 DR 14 (Irrigation Line)	51	LF	\$ 160.00	\$8,160.00	51.00	0.00	51.00	\$8,160.00	\$8,160.00	\$0.00	100%
56	16" Gate Valve and Box w/ Blue Lid - (Irrigation Li	1	EA	\$ 6,000.00	\$6,000.00	1.00	0.00	1.00	\$6,000.00	\$6,000.00	\$0.00	100%
57	16" PVC, C-905 DR 14 Plug - (Irrigation Line)	1	EA	\$ 500.00	\$500.00	1.00	0.00	1.00	\$500.00	\$500.00	\$0.00	100%
58	1.5" IRRIGATION SERVICE	2	EA	\$ 1,800.00	\$3,600.00	2.00	0.00	2.00	\$3,600.00	\$3,600.00	\$0.00	100%
					\$172,654.00				\$172,654.00		\$0.00	100%

DRAINAGE IMPROVEMENTS												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
59	10" CURB INLETS	8	EA	\$ 4,200.00	\$33,600.00	8.00	0.00	8.00	\$33,600.00	\$33,600.00	\$0.00	100%
60	15" CURB INLETS	3	EA	\$ 5,650.00	\$16,950.00	3.00	0.00	3.00	\$16,950.00	\$16,950.00	\$0.00	100%
61	10" OPEN BACK INLETS W/ ROCK RIP-RAP	4	EA	\$ 4,500.00	\$18,000.00	4.00	0.00	4.00	\$18,000.00	\$18,000.00	\$0.00	100%
62	15" OPEN BACK INLETS W/ ROCK RIP-RAP	4	EA	\$ 6,000.00	\$24,000.00	4.00	0.00	4.00	\$24,000.00	\$24,000.00	\$0.00	100%
63	4" SS MANHOLE	7	EA	\$ 2,525.00	\$17,675.00	7.00	0.00	7.00	\$17,675.00	\$17,675.00	\$0.00	100%
64	5" SS MANHOLE	3	EA	\$ 3,600.00	\$10,800.00	3.00	0.00	3.00	\$10,800.00	\$10,800.00	\$0.00	100%
65	18" CL III RCP	1675	LF	\$ 44.00	\$73,700.00	1675.00	0.00	1675.00	\$73,700.00	\$73,700.00	\$0.00	100%
66	24" CL III RCP	1400	LF	\$ 62.00	\$86,800.00	1400.00	0.00	1400.00	\$86,800.00	\$86,800.00	\$0.00	100%
67	30" CL III RCP	355	LF	\$ 81.00	\$28,755.00	355.00	0.00	355.00	\$28,755.00	\$28,755.00	\$0.00	100%
68	36" CL III RCP	293	LF	\$ 103.00	\$30,179.00	293.00	0.00	293.00	\$30,179.00	\$30,179.00	\$0.00	100%
69	42" CL III RCP	201	LF	\$ 147.00	\$29,547.00	201.00	0.00	201.00	\$29,547.00	\$29,547.00	\$0.00	100%
70	48" CL III RCP	455	LF	\$ 166.00	\$75,530.00	455.00	0.00	455.00	\$75,530.00	\$75,530.00	\$0.00	100%
71	18" SS CAP/PLUG	1	EA	\$ 143.00	\$143.00	1.00	0.00	1.00	\$143.00	\$143.00	\$0.00	100%
72	24" SS CAP/PLUG	3	EA	\$ 155.00	\$465.00	3.00	0.00	3.00	\$465.00	\$465.00	\$0.00	100%
73	3" X 3" GRATE INLET	2	EA	\$ 1,925.00	\$3,850.00	2.00	0.00	2.00	\$3,850.00	\$3,850.00	\$0.00	100%
74	4" X 4" GRATE INLET	2	EA	\$ 2,625.00	\$5,250.00	2.00	0.00	2.00	\$5,250.00	\$5,250.00	\$0.00	100%
75	36" HEADWALL W/ DISSIPATORS	2	EA	\$ 6,000.00	\$12,000.00	2.00	0.00	2.00	\$12,000.00	\$12,000.00	\$0.00	100%
76	TRIPLE 42" HEADWALL	1	EA	\$ 9,500.00	\$9,500.00	1.00	0.00	1.00	\$9,500.00	\$9,500.00	\$0.00	100%
77	TRIPLE 42" HEADWALL W/ DISSIPATORS	1	EA	\$ 10,000.00	\$10,000.00	1.00	0.00	1.00	\$10,000.00	\$10,000.00	\$0.00	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Travisso Section 1, Phase 1A

PROGRESS PAYMENT NO: 12
PROGRESS PAYMENT PERIOD: 4/30/2014

CONTRACTOR: **DNT CONSTRUCTION**
P O Box 6210
Round Rock, Texas 78683

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
78	DOUBLE 48" HEADWALL W/ DISSIPATORS	1	EA	\$ 10,000.00	\$10,000.00	1.00	0.00	1.00	\$10,000.00	\$0.00	\$0.00	100%
79	TRIPLE 48" PARALLEL HEADWALL	2	EA	\$ 13,000.00	\$26,000.00	2.00	0.00	2.00	\$26,000.00	\$0.00	\$0.00	100%
80	DIVERSION BERM	516	LF	\$ 12.00	\$6,192.00	516.00	0.00	516.00	\$6,192.00	\$0.00	\$0.00	100%
81	Water Quality/ Detention Pond #47 Incl Detached	1	LS	\$ 170,000.00	\$170,000.00	1.00	0.00	1.00	\$170,000.00	\$0.00	\$0.00	100%
82	Water Quality/ Detention Pond #24 Incl Sediment	1	LS	\$ 62,000.00	\$62,000.00	1.00	0.00	1.00	\$62,000.00	\$0.00	\$0.00	100%
					\$760,936.00				\$760,936.00		\$0.00	100%

STREET IMPROVEMENTS - COLLECTOR STREETS

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
83	INSTALL OWNER SUPPLIED STREET/STOP S	18	EA	\$ 285.00	\$5,130.00	0.00	17.00	17.00	\$4,845.00	\$0.00	\$4,845.00	94%
84	SUPPLY AND INSTALL STREET BARRICADE	6	EA	\$ 1,225.00	\$7,350.00	0.00	6.00	6.00	\$7,350.00	\$0.00	\$7,350.00	100%
85	SUBGRADE PREPARATION	28852	SY	\$ 1.60	\$46,163.20	28852.00	0.00	28852.00	\$46,163.20	\$0.00	\$0.00	100%
86	8" FLEX. BASE	964	SY	\$ 7.00	\$6,748.00	964.00	0.00	964.00	\$6,748.00	\$0.00	\$0.00	100%
87	1.5" H/MAC	824	SY	\$ 10.00	\$8,240.00	824.00	0.00	824.00	\$8,240.00	\$0.00	\$0.00	100%
88	12" FLEX. BASE	27888	SY	\$ 10.00	\$278,880.00	26493.60	0.00	26493.60	\$264,936.00	\$264,936.00	\$0.00	95%
89	3" H/MAC	22749	SY	\$ 16.00	\$363,984.00	21611.55	0.00	21611.55	\$345,784.80	\$345,784.80	\$0.00	95%
90	RETAINING WALL	5577	SF	\$ 32.00	\$178,464.00	5577.00	0.00	5577.00	\$178,464.00	\$0.00	\$0.00	100%
91	CURB AND GUTTER	15756	LF	\$ 12.50	\$196,950.00	14968.20	0.00	14968.20	\$187,102.50	\$187,102.50	\$0.00	95%
92	STREET STRIPING	1	LS	\$ 2,100.00	\$2,100.00	0.00	0.95	0.95	\$1,995.00	\$0.00	\$1,995.00	95%
93	8" SIDEWALK	7498	LF	\$ 28.00	\$209,944.00	6349.00	0.00	6349.00	\$177,772.00	\$177,772.00	\$0.00	85%
94	ADA RAMPS	18	EA	\$ 975.00	\$17,550.00	18.00	0.00	18.00	\$17,550.00	\$0.00	\$0.00	100%
95	STREET LIGHTS	31	EA	\$ 4,400.00	\$136,400.00	31.00	0.00	31.00	\$136,400.00	\$136,400.00	\$0.00	100%
					\$1,457,903.20				\$1,383,350.50	\$1,369,160.50	\$14,190.00	95%

STREET IMPROVEMENTS - LOCAL STREETS AND PRIVATE DRIVES

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
96	INSTALL OWNER SUPPLIED STREET/STOP S	1	EA	\$ 285.00	\$285.00	0.00	1.00	1.00	\$285.00	\$0.00	\$285.00	100%
97	SUBGRADE PREPARATION	4615	SY	\$ 1.60	\$7,384.00	4615.00	0.00	4615.00	\$7,384.00	\$0.00	\$0.00	100%
98	8" FLEX. BASE	4615	SY	\$ 6.50	\$29,997.50	4615.00	0.00	4615.00	\$29,997.50	\$0.00	\$0.00	100%
99	1-1/2" H/MAC	3705	SY	\$ 8.25	\$30,566.25	3705.00	0.00	3705.00	\$30,566.25	\$0.00	\$0.00	100%
100	CURB AND GUTTER	91	LF	\$ 12.50	\$1,137.50	91.00	0.00	91.00	\$1,137.50	\$0.00	\$0.00	100%
101	RIBBON CURB	2433	LF	\$ 10.00	\$24,330.00	2433.00	0.00	2433.00	\$24,330.00	\$0.00	\$0.00	100%
102	STREET STRIPING	1	LS	\$ 2,100.00	\$2,100.00	0.00	1.00	1.00	\$2,100.00	\$0.00	\$2,100.00	100%
					\$95,800.25				\$95,800.25	\$93,415.25	\$2,385.00	100%

ELECTRICAL IMPROVEMENTS

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
105	Joint Trench and Backfill for Gas Electric and Tele	8750	LF	\$ 13.25	-	8750.00	0.00	8750.00	\$115,937.50	\$0.00	\$0.00	#VALUE!
106	3" Electric Conduit per PEC Specs; incl fittings an	2000	LF	\$ 3.25	-	2000.00	0.00	2000.00	\$6,500.00	\$0.00	\$0.00	#VALUE!
107	3" Electric Sweeps incl concrete thrust blocks	12	EA	\$ 31.00	-	12.00	0.00	12.00	\$372.00	\$0.00	\$0.00	#VALUE!
108	4" Electric Conduit per PEC Specs; incl fittings an	18000	LF	\$ 4.00	-	18000.00	0.00	18000.00	\$72,000.00	\$0.00	\$0.00	#VALUE!
109	4" Electric Sweeps incl concrete thrust blocks	12	EA	\$ 41.00	-	12.00	0.00	12.00	\$492.00	\$0.00	\$0.00	#VALUE!
110	Sectionalizing Enclosure	3	EA	\$ 865.00	-	3.00	0.00	3.00	\$2,595.00	\$0.00	\$0.00	#VALUE!
111	Transformer Pads	6	EA	\$ 1,220.00	-	6.00	0.00	6.00	\$7,320.00	\$0.00	\$0.00	#VALUE!
112	Handhole Small 13 X 24	4	EA	\$ 660.00	-	4.00	0.00	4.00	\$2,640.00	\$0.00	\$0.00	#VALUE!
113	Electrical Vaults 72"x144" per PEC Spec	2	EA	\$ 10,500.00	-	2.00	0.00	2.00	\$21,000.00	\$21,000.00	\$0.00	#VALUE!
					\$0.00				\$228,856.50	\$228,856.50	\$0.00	#DIV/0!

JOINT TRENCH GAS IMPROVEMENTS

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Travisso Section 1, Phase 1A

12
PROGRESS PAYMENT NO: 4/30/2014
PROGRESS PAYMENT PERIOD:

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
114	8" Gas Main per Atmos Energy Specs	7690	LF	\$ 17.50	-	7690.00	0.00	7690.00	\$134,575.00	\$134,575.00	\$0.00	#VALUE!
115	Connect to Existing Gas Mainline	1	EA	\$ 2,000.00	-	1.00	0.00	1.00	\$2,000.00	\$2,000.00	\$0.00	#VALUE!
											\$136,575.00	\$0.00
											\$1,000.00	\$485.00
											\$33,660.00	3366%

MISCELLANEOUS IMPROVEMENTS												
CHANGE ORDER #1	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	CLEARING AND ROUGH CUT - LOCAL STREETS AND PRIVATE DRIVES	-0.75	AC	\$ 2,100.00	(\$1,575.00)	-0.75	0.00	-0.75	(\$1,575.00)	(\$1,575.00)	\$0.00	100%
2	Clear and Grub ROW	-1915	CY	\$ 3.50	(\$6,702.50)	-1915.00	0.00	-1915.00	(\$6,702.50)	(\$6,702.50)	\$0.00	100%
3	ROW Excavation	-120	CY	\$ 1.50	(\$180.00)	-120.00	0.00	-120.00	(\$180.00)	(\$180.00)	\$0.00	100%
1	POTABLE WATER IMPROVEMENTS	-6	EA	\$ 1,950.00	(\$11,700.00)	-6.00	0.00	-6.00	(\$11,700.00)	(\$11,700.00)	\$0.00	100%
2	Double Water Service	-1	EA	\$ 1,750.00	(\$1,750.00)	-1.00	0.00	-1.00	(\$1,750.00)	(\$1,750.00)	\$0.00	100%
3	Single Water Service	-2	EA	\$ 1,500.00	(\$3,000.00)	-2.00	0.00	-2.00	(\$3,000.00)	(\$3,000.00)	\$0.00	100%
4	8" Gate Valve & Box	1	Ea	\$ 11,000.00	\$11,000.00	1.00	0.00	1.00	\$11,000.00	\$11,000.00	\$0.00	100%
1	WASTEWATER IMPROVEMENTS	-876	LF	\$ 35.00	(\$30,660.00)	-876.00	0.00	-876.00	(\$30,660.00)	(\$30,660.00)	\$0.00	100%
2	8" SDR-26 WW Line (Original Plan)	12	LF	\$ 47.00	\$564.00	12.00	0.00	12.00	\$564.00	\$564.00	\$0.00	100%
3	8" SDR-26 WW Line 10-12' (Depth not in Original Plan)	12	LF	\$ 53.00	\$636.00	12.00	0.00	12.00	\$636.00	\$636.00	\$0.00	100%
4	8" SDR-26 WW Line 12-14' (Depth not in Original Plan)	92	LF	\$ 61.00	\$5,612.00	92.00	0.00	92.00	\$5,612.00	\$5,612.00	\$0.00	100%
5	8" SDR-26 WW Line 14-16' (Depth not in Original Plan)	120	LF	\$ 71.00	\$8,520.00	120.00	0.00	120.00	\$8,520.00	\$8,520.00	\$0.00	100%
6	STD Depth 4' WW Manhole with Coating	-5	EA	\$ 3,375.00	(\$16,875.00)	-5.00	0.00	-5.00	(\$16,875.00)	(\$16,875.00)	\$0.00	100%
7	Double Gravity WW Service	-6	EA	\$ 1,375.00	(\$8,250.00)	-6.00	0.00	-6.00	(\$8,250.00)	(\$8,250.00)	\$0.00	100%
8	Single Gravity WW Service	-1	EA	\$ 950.00	(\$950.00)	-1.00	0.00	-1.00	(\$950.00)	(\$950.00)	\$0.00	100%
1	DRAINAGE IMPROVEMENTS	192	LF	\$ 103.00	\$19,776.00	192.00	0.00	192.00	\$19,776.00	\$19,776.00	\$0.00	100%
2	36" CL III RCP	2	EA	\$ 2,750.00	\$5,500.00	2.00	0.00	2.00	\$5,500.00	\$5,500.00	\$0.00	100%
3	36" 3:1 SET	-87	LF	\$ 15.00	(\$1,305.00)	-87.00	0.00	-87.00	(\$1,305.00)	(\$1,305.00)	\$0.00	100%
4	6" PVC (in Pond)	-732	SY	\$ 1.25	(\$915.00)	-732.00	0.00	-732.00	(\$915.00)	(\$915.00)	\$0.00	100%
5	Erosion Control Blanket	-105	LF	\$ 12.00	(\$1,260.00)	-105.00	0.00	-105.00	(\$1,260.00)	(\$1,260.00)	\$0.00	100%
6	Diversions Berm	1	EA	\$ 5,250.00	\$5,250.00	1.00	0.00	1.00	\$5,250.00	\$5,250.00	\$0.00	100%
1	STREET IMPROVEMENTS - LOCAL STREETS AND PRIVATE DRIVES	-3541	EA	\$ 1.60	(\$5,665.60)	-3541.00	0.00	-3541.00	(\$5,665.60)	(\$5,665.60)	\$0.00	100%
2	Subgrade Preparation	-3541	LF	\$ 6.50	(\$23,016.50)	-3541.00	0.00	-3541.00	(\$23,016.50)	(\$23,016.50)	\$0.00	100%
3	8" Flex Base	-2862	EA	\$ 8.25	(\$23,611.50)	-2862.00	0.00	-2862.00	(\$23,611.50)	(\$23,611.50)	\$0.00	100%
4	1-1/2" H/MAC Ribbon Curb	-1963	LF	\$ 10.00	(\$19,630.00)	-1963.00	0.00	-1963.00	(\$19,630.00)	(\$19,630.00)	\$0.00	100%
1	MISCELLANEOUS IMPROVEMENTS						0.00					

Travisso Section 1, Phase 1A
 DNT CONSTRUCTION
 P O Box 6210
 Round Rock, Texas 78683

CONTRACT: DNT CONSTRUCTION
 P O Box 6210
 Round Rock, Texas 78683

CONTRACTOR: DNT CONSTRUCTION
 P O Box 6210
 Round Rock, Texas 78683

PROGRESS PAYMENT NO: 12
 PROGRESS PAYMENT PERIOD: 4/30/2014

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

1	LS	1.00	0.00	1.00	\$0.00	\$0.00	\$0.00	#DIV/0!
1	LS	1.00	0.00	1.00	\$0.00	\$0.00	\$0.00	#DIV/0!
2	LS	1.00	0.00	1.00	\$0.00	\$0.00	\$0.00	#DIV/0!
3	LS	1.00	0.00	1.00	\$0.00	\$0.00	\$0.00	#DIV/0!
4	LS	1.00	0.00	1.00	\$0.00	\$0.00	\$0.00	#DIV/0!
5	LS	1.00	0.00	1.00	\$0.00	\$0.00	\$0.00	#DIV/0!
6	EA	\$ 4,400.00	0.00	1.00	\$4,400.00	\$4,400.00	\$0.00	100%
1	LS		0.00	1.00	\$0.00	\$0.00	\$0.00	#DIV/0!
4	AC		0.00	4.00	\$0.00	\$0.00	\$0.00	#DIV/0!
1	LS		0.00	1.00	\$0.00	\$0.00	\$0.00	#DIV/0!
14250	CY	\$0.00	0.00	14250.00	\$0.00	\$0.00	\$0.00	#DIV/0!
17153	CY	\$0.00	0.00	17153.00	\$0.00	\$0.00	\$0.00	#DIV/0!
17153	CY	\$0.00	0.00	17153.00	\$0.00	\$0.00	\$0.00	#DIV/0!
6468	LF	\$0.00	0.00	6468.00	\$0.00	\$0.00	\$0.00	#DIV/0!
5310	SY	\$0.00	0.00	5310.00	\$0.00	\$0.00	\$0.00	#DIV/0!
34267	SY	\$0.00	0.00	34267.00	\$0.00	\$0.00	\$0.00	#DIV/0!
41	LF	\$ 15.00	0.00	41.00	\$615.00	\$615.00	\$0.00	100%
71	LF	\$ 30.00	0.00	71.00	\$2,130.00	\$2,130.00	\$0.00	100%
1	LS	\$ 2,000.00	0.00	1.00	\$2,000.00	\$2,000.00	\$0.00	100%
12	AC	\$ 2,100.00	0.00	1.20	\$2,520.00	\$2,520.00	\$0.00	100%
15867	CY	\$ 5.15	0.00	15168.00	\$78,115.20	\$78,115.20	\$0.00	96%
3862	CY	\$ 1.50	0.00	3668.00	\$5,502.00	\$5,502.00	\$0.00	95%
5475	SY	\$ 1.00	0.00	5201.00	\$5,201.00	\$5,201.00	\$0.00	95%
5475	SY	\$ 1.75	0.00	0.00	\$0.00	\$0.00	\$0.00	0%
2647	SY	\$ 1.25	0.00	0.00	\$0.00	\$0.00	\$0.00	0%
112	LF	\$ 25.00	0.00	112.00	\$2,800.00	\$2,800.00	\$0.00	100%
1	EA	\$ 1,800.00	0.00	1.00	\$1,800.00	\$1,800.00	\$0.00	100%
455	LF	\$0.00	0.00	455.00	\$0.00	\$0.00	\$0.00	#DIV/0!
655	LF	\$0.00	0.00	655.00	\$0.00	\$0.00	\$0.00	#DIV/0!
2	EA	\$ 3,000.00	0.00	2.00	\$6,000.00	\$6,000.00	\$0.00	100%
3	EA	\$ 1,500.00	0.00	3.00	\$4,500.00	\$4,500.00	\$0.00	100%
1	LS	\$0.00	0.00	1.00	\$0.00	\$0.00	\$0.00	#DIV/0!
1	LS	\$0.00	0.00	1.00	\$0.00	\$0.00	\$0.00	#DIV/0!

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Travisso Section 1, Phase 1A

PROGRESS PAYMENT NO: 12
 PROGRESS PAYMENT PERIOD: 4/30/2014

CONTRACTOR: DNT CONSTRUCTION
 P O Box 6210
 Round Rock, Texas 78683

CHANGE ORDER #2	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
STREET IMPROVEMENTS - COLLECTOR STREETS												
1	Retaining Walls (Original Contract)	-5577	SF	\$ 32.00	(\$178,484.00)	-5577.00	0.00	-5577.00	(\$178,484.00)	(\$178,484.00)	\$0.00	100%
2	Wall 1	1737	SF	\$ 32.00	\$55,584.00	1737.00	0.00	1737.00	\$55,584.00	\$55,584.00	\$0.00	100%
3	Wall 2	2605	SF	\$ 32.00	\$83,360.00	2605.00	0.00	2605.00	\$83,360.00	\$83,360.00	\$0.00	100%
4	Wall B-1 Left	620	SF	\$ 32.00	\$19,840.00	620.00	0.00	620.00	\$19,840.00	\$19,840.00	\$0.00	100%
5	Wall B-1 Right	589	SF	\$ 32.00	\$18,848.00	589.00	0.00	589.00	\$18,848.00	\$18,848.00	\$0.00	100%
6	Wall B-2	944	SF	\$ 32.00	\$30,208.00	944.00	0.00	944.00	\$30,208.00	\$30,208.00	\$0.00	100%
7	Wall B-3 Deleted	0	SF	\$ 32.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
MISCELLANEOUS IMPROVEMENTS - Sidewalk Revisions												
1	ADA Ramps (Per Contract)	-18	EA	\$ 975.00	(\$17,550.00)	-18.00	0.00	-18.00	(\$17,550.00)	(\$17,550.00)	\$0.00	100%
2	8' ADA Ramps (Per Revision)	18	EA	\$ 1,372.00	\$24,696.00	18.00	0.00	18.00	\$24,696.00	\$24,696.00	\$0.00	100%
3	8' Meandering Sidewalk (Per Revision)	172	LF	\$ 31.00	\$5,332.00	172.00	0.00	172.00	\$5,332.00	\$5,332.00	\$0.00	100%
4	5' ADA Ramps (Per Revision)	5	EA	\$ 975.00	\$4,875.00	2.00	0.00	2.00	\$1,950.00	\$1,950.00	\$0.00	40%
5	5' Median Sidewalk (Per Revision)	65	LF	\$ 18.00	\$1,170.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%
INSTALL FRENCH DRAIN												
1	French Drain	1425	LF	\$ 23.50	\$33,487.50	1425.00	0.00	1425.00	\$33,487.50	\$33,487.50	\$0.00	100%
2	The French Drain to Existing Storm Sewer	1	EA	\$ 782.96	\$782.96	1.00	0.00	1.00	\$782.96	\$782.96	\$0.00	100%
					\$82,169.46				\$78,074.46	\$78,074.46	\$0.00	95%

CHANGE ORDER #3	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
STREET IMPROVEMENTS - COLLECTOR STREETS												
1	Street Lights	-31	EA	\$ 4,400.00	(\$136,400.00)	-31.00	0.00	-31.00	(\$136,400.00)	(\$136,400.00)	\$0.00	100%
2	Street Light Trench	5511	LF	\$ 10.03	\$55,275.33	5511.00	0.00	5511.00	\$55,275.33	\$55,275.33	\$0.00	100%
3	Street Lights Complete	32	EA	\$ 6,490.69	\$207,702.08	31.00	0.00	31.00	\$201,211.39	\$201,211.39	\$0.00	97%
4	Street Light Conduit	5511	LF	\$ 3.00	\$16,533.00	5511.00	0.00	5511.00	\$16,533.00	\$16,533.00	\$0.00	100%
5	Street Light Wire	6631	LF	\$ 1.25	\$8,288.75	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%
ELECTRICAL IMPROVEMENTS												
1	Joint Trench and Backfill for Gas Electric and Telecommunications	8750	LF	\$ (13.25)	(\$115,937.50)	8750.00	0.00	8750.00	(\$115,937.50)	(\$115,937.50)	\$0.00	#DIV/0!
2	Joint Trench and Backfill for Gas Electric and Telecommunications	5673	LF	\$ 13.25	\$75,167.25	5673.00	0.00	5673.00	\$75,167.25	\$75,167.25	\$0.00	#DIV/0!
3	3" Electric Conduit per PEC Specs, incl fittings and pull string	2000	LF	\$ (3.25)	(\$6,500.00)	2000.00	0.00	2000.00	(\$6,500.00)	(\$6,500.00)	\$0.00	#DIV/0!
4	3" Electric Conduit per PEC Specs, incl fittings and pull string	12920	LF	\$ 3.25	\$41,990.00	12920.00	0.00	12920.00	\$41,990.00	\$41,990.00	\$0.00	#DIV/0!
5	3" Electric Sweeps incl concrete thrust blocks	12	EA	\$ (31.00)	(\$372.00)	12.00	0.00	12.00	(\$372.00)	(\$372.00)	\$0.00	#DIV/0!
6	3" Electric Sweeps incl concrete thrust blocks	96	EA	\$ 31.00	\$2,976.00	96.00	0.00	96.00	\$2,976.00	\$2,976.00	\$0.00	#DIV/0!
7	4" Electric Conduit per PEC Specs, incl fittings and pull string	18000	LF	\$ (4.00)	(\$72,000.00)	18000.00	0.00	18000.00	(\$72,000.00)	(\$72,000.00)	\$0.00	#DIV/0!
8	4" Electric Conduit per PEC Specs, incl fittings and pull string	11998	LF	\$ 4.00	\$47,992.00	11998.00	0.00	11998.00	\$47,992.00	\$47,992.00	\$0.00	#DIV/0!
9	4" Electric Sweeps incl concrete thrust blocks	12	EA	\$ (41.00)	(\$492.00)	12.00	0.00	12.00	(\$492.00)	(\$492.00)	\$0.00	#DIV/0!
10	4" Electric Sweeps incl concrete thrust blocks	34	EA	\$ 41.00	\$1,394.00	34.00	0.00	34.00	\$1,394.00	\$1,394.00	\$0.00	#DIV/0!
11	Transformer Pads	6	EA	\$ (1,220.00)	(\$7,320.00)	6.00	0.00	6.00	(\$7,320.00)	(\$7,320.00)	\$0.00	#DIV/0!
12	Transformer Pads	1	EA	\$ 1,220.00	\$1,220.00	1.00	0.00	1.00	\$1,220.00	\$1,220.00	\$0.00	#DIV/0!
13	Handhole Small 13 X 24	4	EA	\$ (680.00)	(\$2,720.00)	4.00	0.00	4.00	(\$2,720.00)	(\$2,720.00)	\$0.00	#DIV/0!
14	3 Phase Concrete Pad	1	EA	\$ 5,901.87	\$5,901.87	1.00	0.00	1.00	\$5,901.87	\$5,901.87	\$0.00	#DIV/0!

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

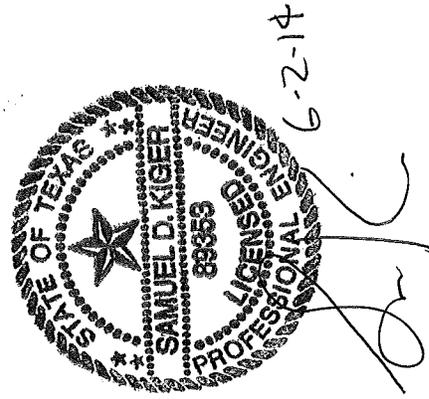
CONTRACT: Travisso Section 1, Phase 1A

PROGRESS PAYMENT NO: 12
 PROGRESS PAYMENT PERIOD: 4/30/2014

CONTRACTOR: **DNT CONSTRUCTION**
 P O Box 6210
 Round Rock, Texas 78683

Item #	Description	EA	EA \$	LF	LF \$	LS	LS \$	Material	Subcontractor	Retention	Subtotal	Accumulated	%
8	Install R6-2 High intensity ONE WAY sign (black powder coated back) on a 3" black smooth aluminum alloy pole (6005/T-5) installed with a Snap n'Safe (S300R) bracket to achieve breakaway. The base of the pole will have a black powder coated base (BASE34) 3" and the top of the pole will have a ball final (BALL3) 3" powder coated black.	6	EA \$ 415.00					\$2,490.00	0.00	6.00	\$2,490.00	\$2,490.00	100%
9	Dig 3" holes and install above described post and sign in 4000 psi concrete	6	EA \$ 285.00					\$1,710.00	0.00	6.00	\$1,710.00	\$1,710.00	100%
10	Install R5-1 High intensity DO NOT ENTER sign (black powder coated back) on a 3" black smooth aluminum alloy pole (6005/T-5) installed with a Snap n'Safe (S300R) bracket to achieve breakaway. The base of the pole will have a black powder coated base (BASE34) 3" and the top of the pole will have a ball final (BALL3) 3" powder coated black.	3	EA \$ 415.00					\$1,245.00	0.00	3.00	\$1,245.00	\$1,245.00	100%
11	Dig 3" holes and install above described post and sign in 4000 psi concrete	3	EA \$ 285.00					\$855.00	0.00	3.00	\$855.00	\$855.00	100%
12	Install W11 A-2 High intensity 30" x 30" CROSSWALK AHEAD sign (black powder coated back) on a 3" black smooth aluminum alloy pole (6005/T-5) installed with a Snap n'Safe (S300R) bracket to achieve breakaway. The base of the pole will have a black powder coated base (BASE34) 3" and the top of the pole will have a ball final (BALL3) 3" powder coated black.	6	EA \$ 415.00					\$2,490.00	0.00	6.00	\$2,490.00	\$2,490.00	100%
13	Dig 3" holes and install above described post and sign in 4000 psi concrete	6	EA \$ 285.00					\$1,710.00	0.00	6.00	\$1,710.00	\$1,710.00	100%
14	Layout and stripe of 12" for 6 crosswalks	360	LF \$ 2.40					\$864.00	0.00	360.00	\$864.00	\$864.00	100%
15	Discount per manufacturer	1	LS \$ (4,329.00)					(\$4,329.00)	0.00	1.00	(\$4,329.00)	(\$4,329.00)	100%
								\$161,904.16			\$137,259.40	\$127,679.40	85%

TOTAL CONTRACT \$3,775,270.47
 CHANGE ORDER 4 (\$81,739.80)
 NEW TOTAL \$3,693,530.67
 10% MAINTENANCE BOND \$369,353.07
 3.5% INSPECTION FEES \$129,273.57
 INSPECTION FEES PAID \$84,581.47
 INSPECTION FEES OWED \$44,692.10



STATE OF TEXAS

COUNTY OF Travis

BEFORE ME the undersigned authority on this day personally appeared Dean Tomme 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 21 day of May, 2014



Mary Morrison
Notary in and for the State of Texas

Name: Mary Morrison

My commission expires:
7/16/2016

Initialed: DT



Executive Summary

June 19, 2014

Council Agenda Subject: Consideration of terminating the amended City of Leander / Joule Lease Agreement for the five-acre property located at 10101 FM2243.

Background: The initial lease agreement was effective December 17, 2009. Joule Unlimited Technologies constructed and operated a pilot facility on the site, vacating the property on or about April 3, 2014. Remaining improvements include an approximately 4,500 square foot warehouse building, small outbuilding, concrete pad, perimeter fence, and a parking area. Remaining property taxes associated with the improvements on the property have been paid.

Origination: Patrick A. Womack, P.E. Public Works Director

Financial Consideration: None

Recommendation: Staff requests authorization for the City Manager to sign the attached Lease Termination Agreement.

Attachments: City of Leander/Joule Lease Termination Agreement

Prepared by: Patrick A. Womack, P.E. Public Works Director



City of Leander, Texas



June 19, 2014

Mr. Peter Karol, Vice President & General Counsel
Joule Biotechnologies, Inc.
83 Rogers Street Cambridge, MA 02142

RE: Termination of Lease Agreement between Joule Biotechnologies, Inc. and the City of Leander dated December 17, 2009, as amended (the "Lease")

Dear Mr. Karol:

This letter agreement confirms that Joule Biotechnologies, Inc. ("Joule") and the City of Leander (the "City") agree that the Lease is terminated effective June 19, 2014, provided that both parties have signed this letter agreement. The City agrees that the additions and improvements made to the leased premises described in Exhibit 1 to that certain letter from Joule to the City dated April 3, 2014 (the "Premises Improvements"), are not required to be removed from and may remain on the leased premises, and that Tenant shall not be considered in default of Section 9 of the Lease for failure to remove the Premises Improvements.

Sincerely,

Kent Cagle
City Manager
City of Leander

AGREED:

Peter Karol
Joule Biotechnologies, Inc.



Executive Summary

June 19, 2014

Agenda Subject: Zoning Case 14-Z-010: Hold a public hearing and consider action on the rezoning of a parcel located at 1405 Leander Dr. for 4.64 acres more or less; Parcel #R036497. Currently the property is zoned HC-4-D (Heavy Commercial). The property is proposed to be zoned HC-5-D (Heavy Commercial), Leander, Williamson County, Texas.

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

Origination: Applicant: Keith Stuart on behalf of Robert M Campbell and Campbell Girls Partnership Ltd.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the June 12, 2014 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Letter of Intent
5. Ordinance
6. Minutes – Planning & Zoning Commission June 12, 2014

Prepared By: Tom Yantis, AICP
Development Services Director

06/13/2014



PLANNING ANALYSIS

ZONING CASE 14-Z-010
CW Oates Masonry

GENERAL INFORMATION

Owner: Robert M Campbell and Campbell Girls Partnership Ltd

Current Zoning: HC-4-D (Heavey Commercial)

Proposed Zoning: HC-5-D (Heavy Commercial)

Size and Location: The property is located at 1405 Leander Dr and is approximately 4.64 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	HC-4-D	Existing Commercial Development (Office Warehouse)
EAST	HI-5-D HC-5-C	Industrial Business (Suncoast Post Tension)
SOUTH	HC-4-D	Undeveloped Property
WEST	PUD	Gateway Shopping Center

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENT:**HC – HEAVY COMMERCIAL:**

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

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

SITE COMPONENT:**TYPE 5 (non-residential only):**

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

Intent:

- (1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.
- (2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, LI or HI use components.
- (3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

ARCHITECTURAL COMPONENTS:**TYPE D (non-residential only):**

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

Intent:

- (1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, HC or HI use components.
- (2) This component is not intended to be utilized with the majority of GC districts.
- (3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

COMPREHENSIVE PLAN STATEMENTS:

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

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

ANALYSIS:

The applicant is requesting to rezone the property from HC-4-D (Heavy Commercial) to HC-5-D. The property is located north of the intersection of E. Crystal Falls Parkway and Leander Drive. The property resides within an existing industrial/commercial corridor and is approximately 4.64 acres. The applicant is a construction company specifically requesting to alter the site component for the existing district from a Type 4 to a Type 5 to allow for increased outdoor storage.

The Article VI – Site Standards section of the Composite Zoning Ordinance requires screening of 60% of outside storage areas from any adjacent single-family or two family residences and any street or public right-of-way. The required screening is to be either a six foot wood privacy fence when screening from right-of-way, or a six foot masonry wall when screening from single or two family residential that must be constructed of one or more of the following materials: textured pre-cast concrete (e.g. WoodCrete), brick stone, cast stone, stucco, factory tinted or painted split-faced concrete masonry unit, granite, tile or other similar material approved by the Director of Planning.

The existing Type 4 site component associated with the HC use component permits a fairly intensive use of the site for outdoor display and storage.

- Outdoor Display (unlimited)
- Outdoor Storage (60% of the gross floor area of the primary building that houses the business storing such materials.)
- Outdoor Fuel Sales
- Overhead Commercial Doors
- Drive-Through Lanes (also permitted in Type 2)

The proposed Type 5 site component associated with the HC use component permits the most intensive use of the site for outdoor display and storage.

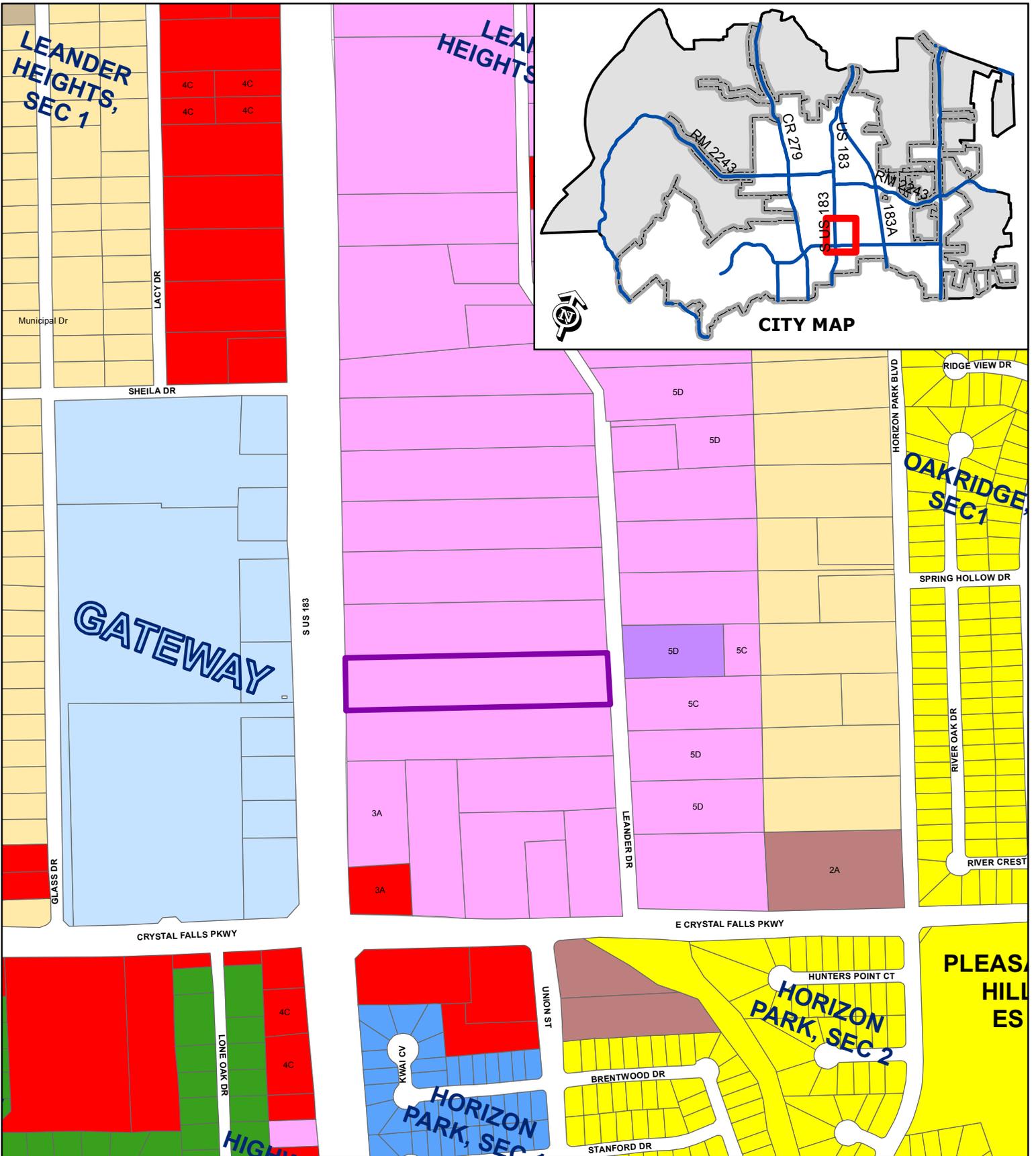
- Outdoor Display (unlimited)

- Outdoor Storage (unlimited)
- Outdoor Fuel Sales
- Overhead Commercial Doors
- Drive-Through Lanes (also permitted in Type 2)

The existing Type D architectural component requires that 35% of the exterior surface area walls (all stories), including at least 60% percent of the exterior surface area of street facing walls (all stories) of primary buildings/structures shall be composed of masonry, E.I.F.S, or stucco.

STAFF RECOMMENDATION:

Staff recommends approval of the requested HC-5-D (Heavy Commercial) district. The requested site component is compatible with the adjacent zoned properties to the east, which are presently being utilized for maximum outdoor storage. The properties to the north and south are presently zoned HC-4-D and allow for a significant amount of outdoor display and storage as well. The intent of the site component is to be utilized for businesses with the need of the most intense site use. The property is already located within an industrial/commercial corridor, and the request would be compatible with existing zoned districts and land uses.



ZONING CASE 14-Z-010

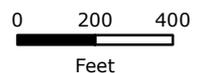
Attachment #2

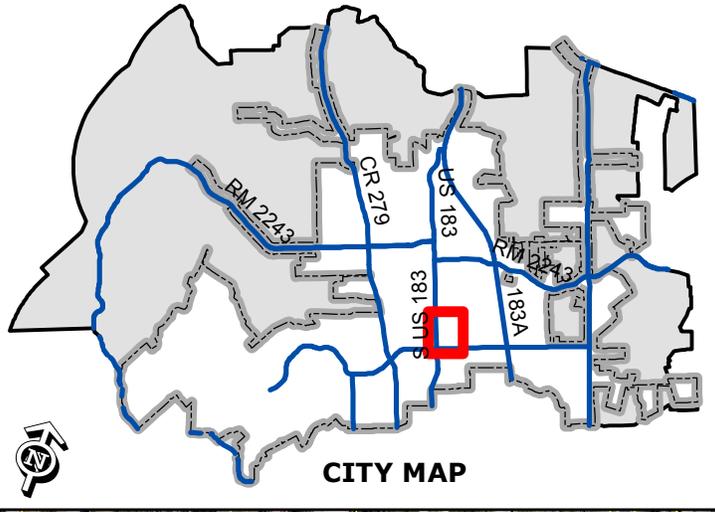
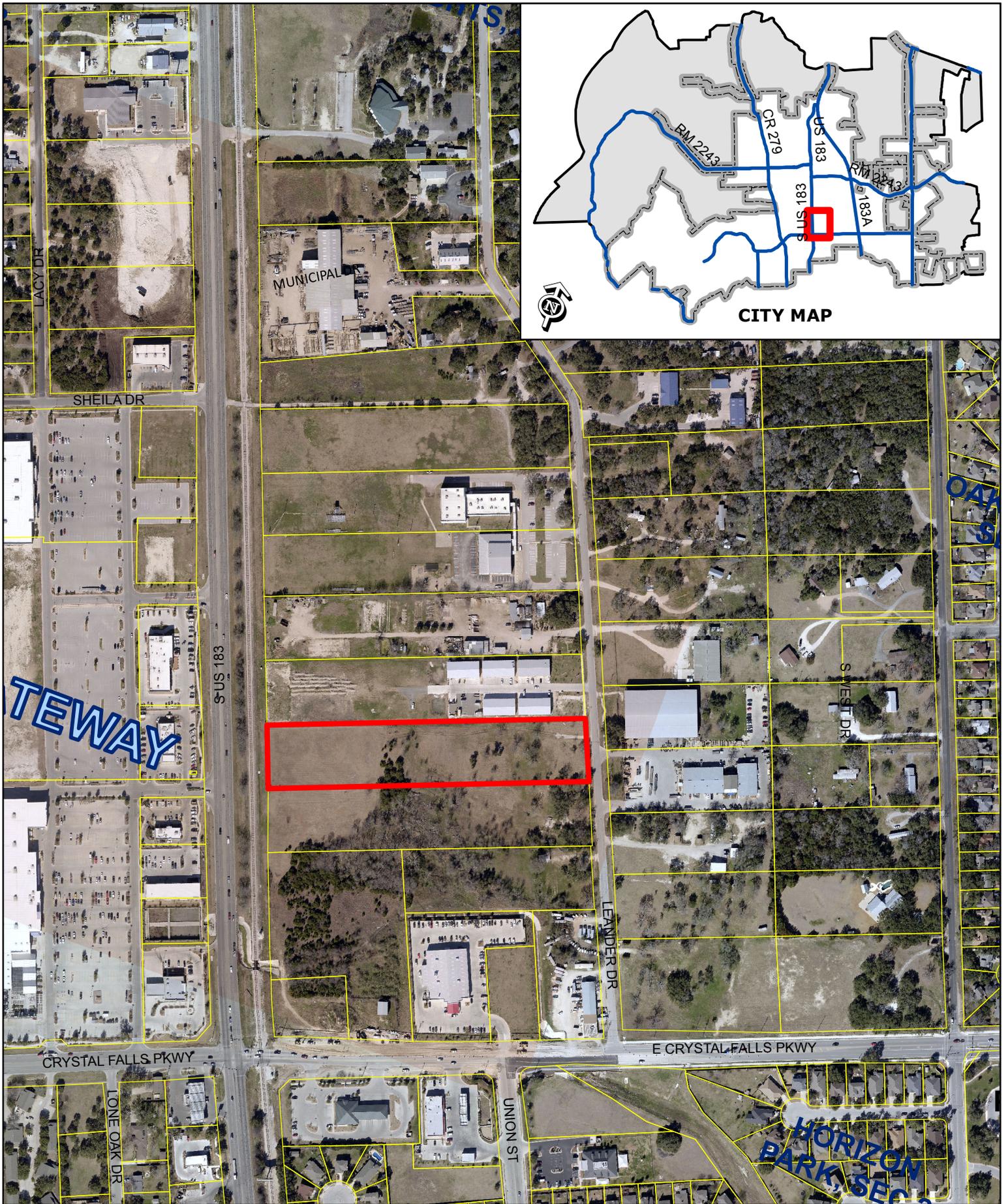
Current Zoning Map
CW Oates Masonry



- City Limits
- Subject Property
- 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 | |



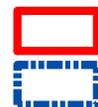


ZONING CASE 14-Z-010 Attachment #3

Aerial Exhibit - Approximate Boundaries
CW Oates Masonry



0 200
Feet



Subject Property

City Limits

City of Leander
Planning Department
104 North Brushy Street
Leander, TX 78646-0319

Please accept this as detail of our zoning request

The property is currently zoned HC-4-D and we are requesting HC-5-D.

We have a party with a contractual interest in the property and they would need the requested zoning to operate their business at this location.

The interested party is a large construction company and they would need a certain amount of outdoor storage that would exceed the current zoning limits.

I will continue to own the property immediately to the south and I would support this zoning.

There is precedence for this zoning as a property directly across the street recently was changed to this zoning. There are two lots within 200 feet with the requested zoning and several nearby.

This property is in the area designated by the City for this type of commercial development.

Regards,

Campbell Girls Partnership
1034 Foggy Valley RD.
Moody, TX 76557-4105

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM HC-4-D (HEAVY COMMERCIAL) TO HC-5-D (HEAVY 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 parcel of land being 4.64 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as Lot 8, Block A, Leander Heights Section 3; more particularly described in Document Number 2013068823 of the Official Public Records of Williamson County, Texas, and identified by tax identification number R036497.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from HC-4-D (Heavy Commercial) to HC-5-D (Heavy 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 19th day of June, 2014.
FINALLY PASSED AND APPROVED on this the 3rd day of July, 2014.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

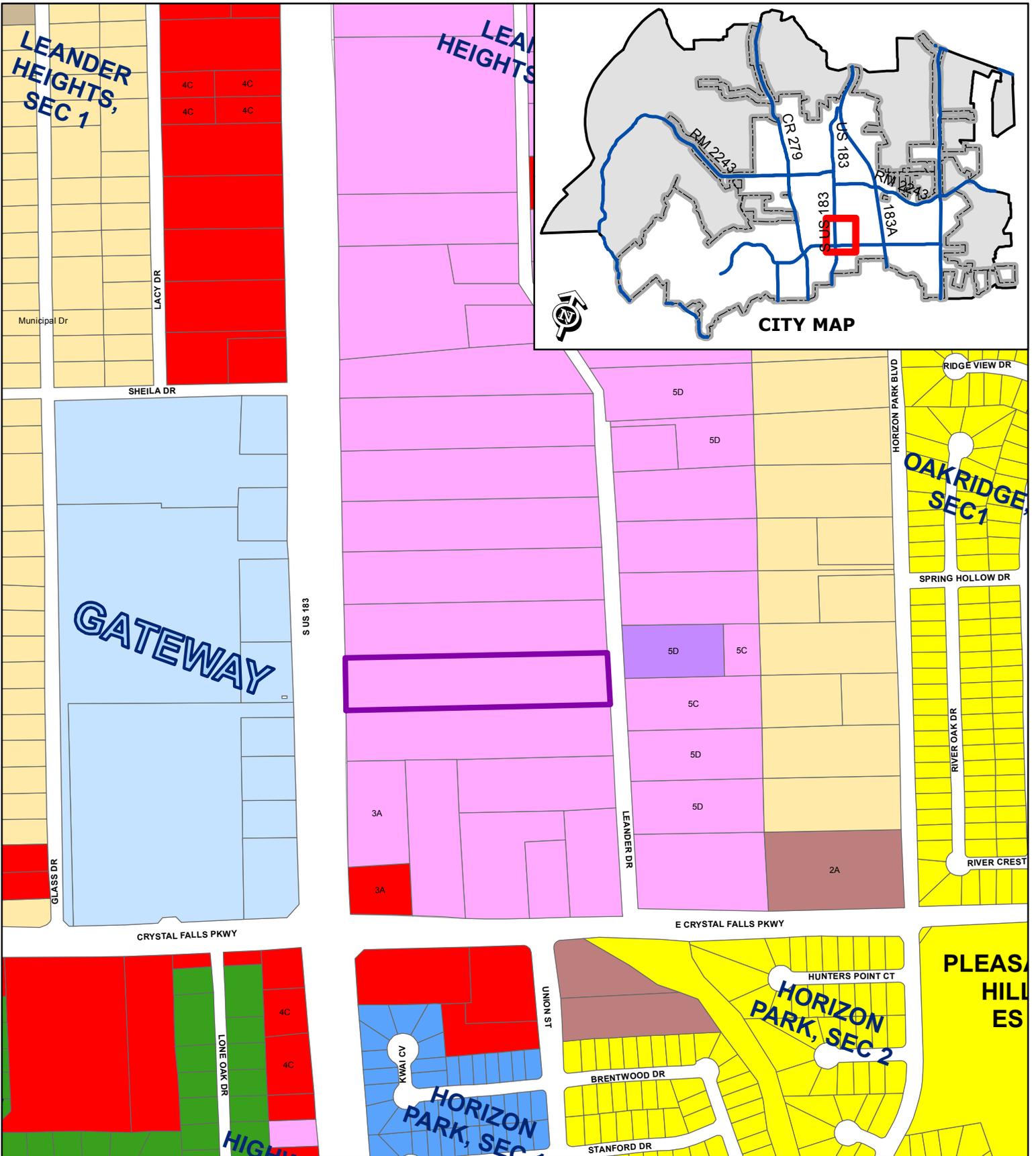


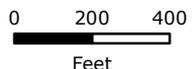
EXHIBIT A

**Zoning Case
14-Z-012**

CW Oates Masonry



Subject Property	SFR	SFT	GC
Future Annexation Per DA	SFE	SFU/MH	HC
Involuntary Annexation	SFS	TF	HI
Voluntary Annexation	SFU	MF	PUD
	SFC	LO	
	SFL	LC	



9. **Zoning Case #14-Z-010:** Hold a public hearing and consider action on the rezoning of a parcel located at 1405 Leander Dr. for 4.64 acres more or less; Parcel #R036497. Currently the property is zoned HC-4-D (Heavy Commercial). The property is proposed to be zoned HC-5-D (Heavy Commercial), Leander, Williamson County, Texas. Applicant: Keith Stuart on behalf of Robert M Campbell and Campbell Girls Partnership Ltd.

a) Staff Presentation

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

b) Applicant Presentation

Keith Stuart 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 zoning request of HC-5-D (Heavy Commercial), Commissioner Anderson seconded the motion. Motion passed unanimously.

10. **Zoning Case #14-Z-012:** Hold a public hearing and consider action on the rezoning of a parcel generally located approximately 190 feet north of the intersection of Vista Ridge Drive and Bagdad Road on the west side of Bagdad Road; 3.537 acres more or less out of the Moses S. Hornsby Survey Abstract No. 259; Parcel #R032162. Currently the property is zoned interim SFR-1-B (Single Family Rural). The property is proposed to be zoned SFU-2-B (Single Family Urban), Leander, Williamson County, Texas. Applicant: James Cook on behalf MHI Partnership, LTD.

a) Staff Presentation

b) Applicant Presentation

c) Open Public Hearing

d) Close Public Hearing

e) Discussion

f) Consider Action

Commissioner Sokol moved to take no action on this zoning request due to the cancellation of the meeting caused by severe weather as instructed by the City Fire Department. Vice Chair Stephenson seconded the motion. Motion passed unanimously.



Executive Summary

June 19, 2014

-
- Agenda Subject:** Zoning Case #14-Z-012: Hold a public hearing and consider action on the rezoning of a parcel generally located approximately 190 feet north of the intersection of Vista Ridge Drive and Bagdad Road on the west side of Bagdad Road; 3.537 acres more or less out of the Moses S. Hornsby Survey Abstract No. 259; Parcel #R032162. Currently the property is zoned interim SFR-1-B (Single Family Rural). The property is proposed to be zoned SFU-2-B (Single Family Urban), Leander, Williamson County, Texas.
- Background:** This request is the second step in the rezoning process.
- Origination:** Applicant: James Cook on behalf MHI Partnership, LTD.
- Financial Consideration:** None
- Recommendation:** See Planning Analysis. The Planning & Zoning Commission did not take action on this zoning request due to the cancellation of the meeting caused by severe weather as instructed by the City Fire Department.
- Attachments:**
1. Planning Analysis
 2. Current Zoning Map
 3. Aerial Map
 4. Letter of Intent
 5. Ordinance
 6. Minutes – Planning & Zoning Commission June 12, 2014
- Prepared By:** Tom Yantis, AICP
Development Services Director
- 06/13/2014



PLANNING ANALYSIS

ZONING CASE 14-Z-012
Frio Lane/Carneros Ranch

GENERAL INFORMATION

Owner: MH1 Partnership, LTD.

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

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

Size and Location: The property is generally located 190 feet north of the intersection of Vista Ridge Drive and S. Bagdad Road on the west side of Bagdad Road and is 3.537 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	SFU-2-B	Carneros Ranch Subdivision (Under Construction)
EAST	OCL	Undeveloped Land located outside of the City Limits
SOUTH	SFU-2-B	Established Residential (Vista Ridge Ph. 1 Subdivision)
WEST	OCL	Undeveloped Land located outside of the City Limits

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENT:**SFU – SINGLE FAMILY URBAN:**

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

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

SITE 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.

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.
- Encourage the neighborhood concept, in the emotional and sociological sense as well as the physical sense, in the design of new residential areas (e.g. connections between neighborhoods, pedestrian linkages to schools, parks, neighborhood retail areas, and between neighborhoods, inclusive neighborhood design techniques, maximizing social interaction between neighbors, the provision of a limited number of neighborhood oriented shopping areas, etc.)

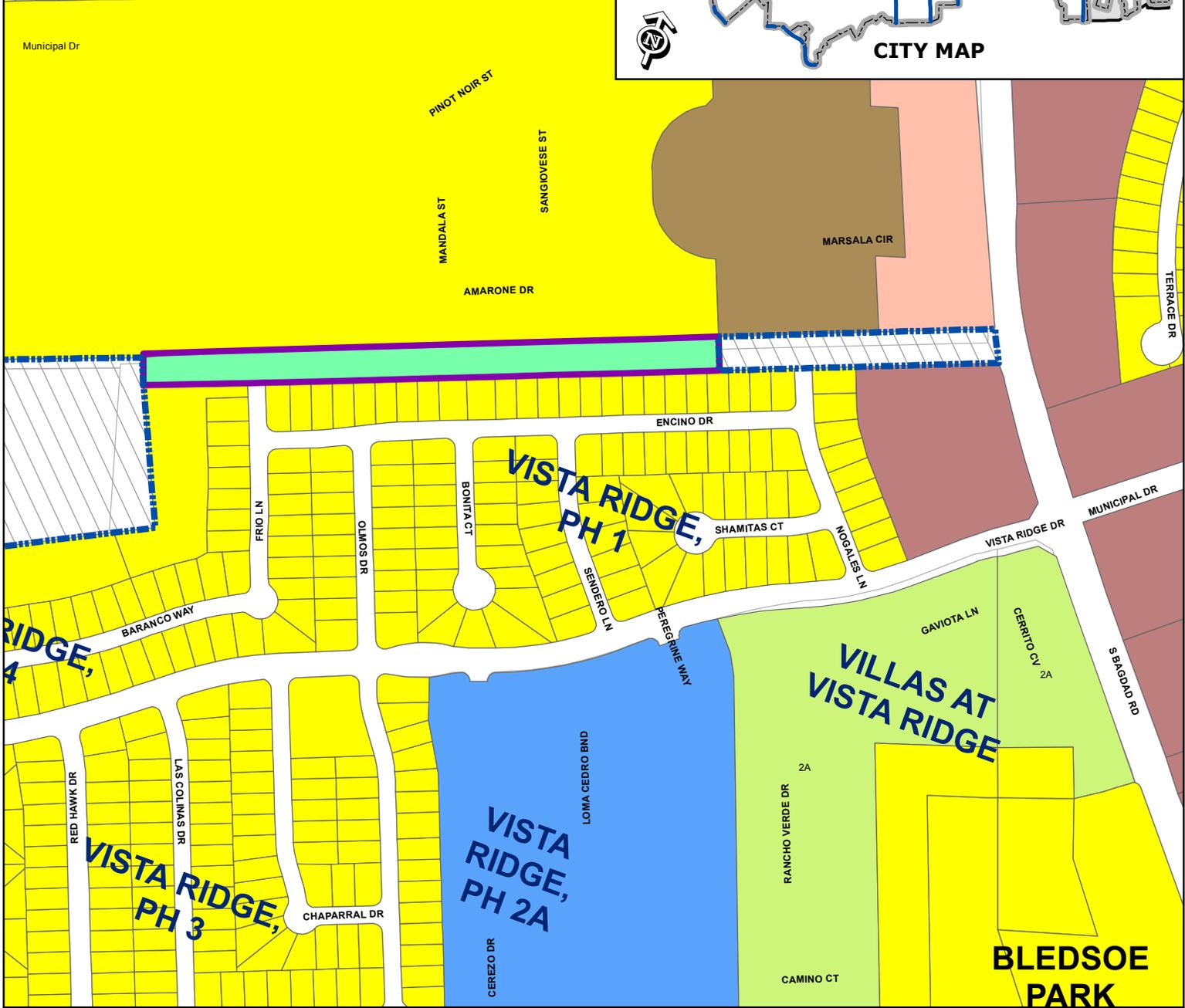
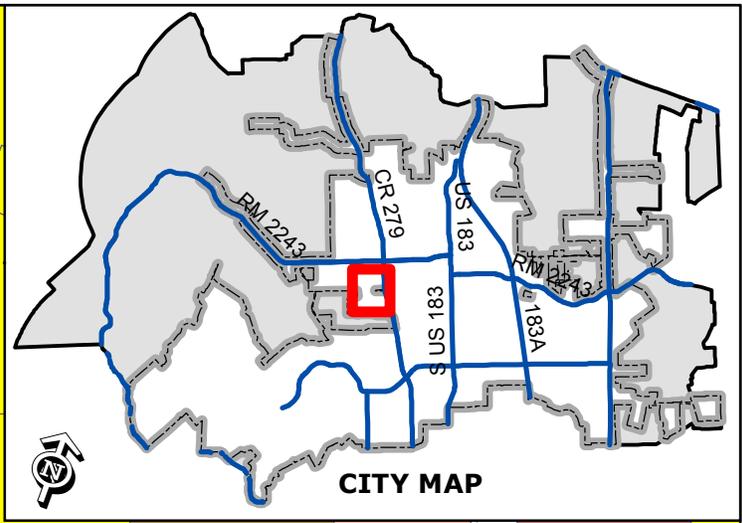
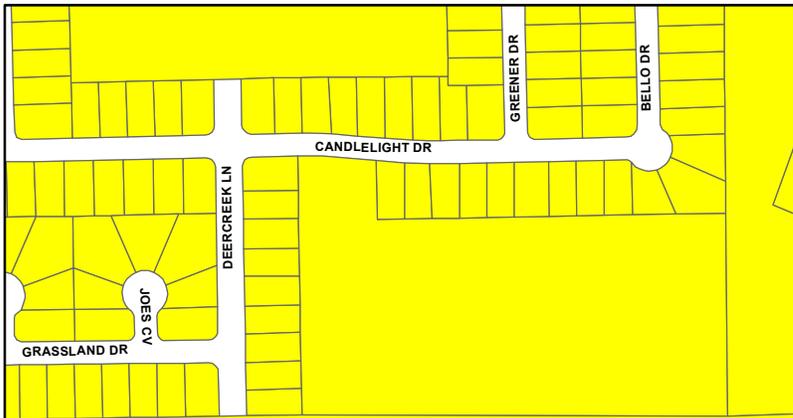
ANALYSIS:

The applicant is requesting to rezone the property from Interim SFR-1-B (Single Family Rural) district to a SFU-2-B (Single Family Urban) district. The property is located on the west side of Bagdad Road, approximately 190 feet from the northwest corner of the intersection of Vista Ridge Dr. and S Bagdad Rd.

This property was voluntarily annexed into the City in May of 2014. The intent of annexation was to incorporate this property into the Carneros Ranch Subdivision and provide a connection to the Vista Ridge Subdivision to the south. The requested zone change would be an equal classification to the subdivisions to the south and the north.

STAFF RECOMMENDATION:

Staff recommends approval of the requested SFU-2-B district. The requested classification is equal to the adjacent residential classifications and it meets several of the City's comprehensive plan statements, specifically providing connectivity between neighborhoods within the City of Leander.



ZONING CASE 14-Z-012

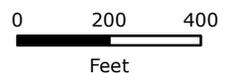
Attachment #2

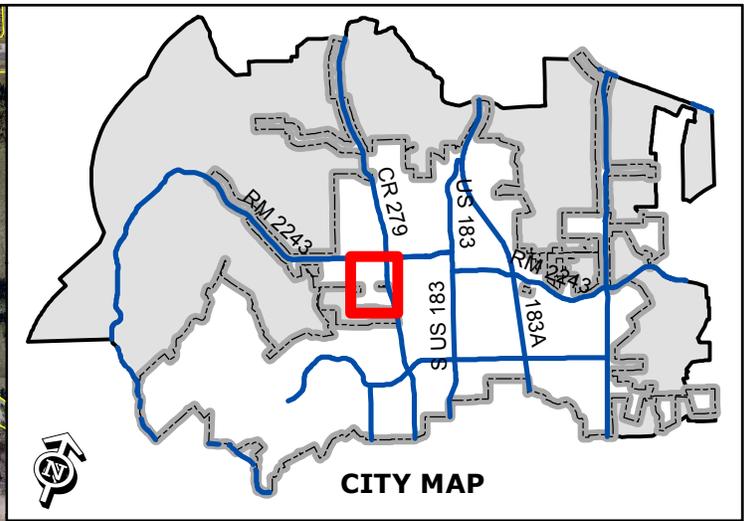
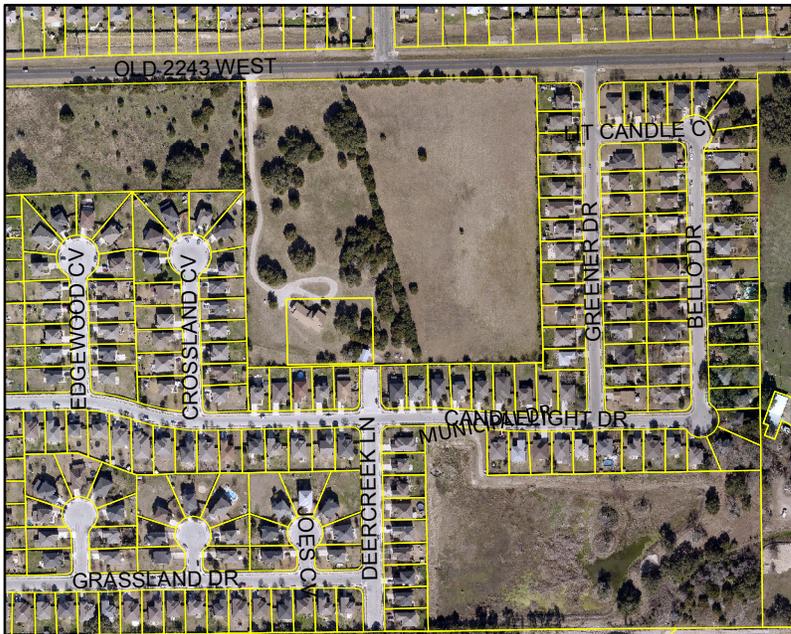
Current Zoning Map
Frio Lane



-  City Limits
-  Subject Property
-  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 | |



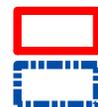


ZONING CASE 14-Z-012 Attachment #3

Aerial Exhibit - Approximate Boundaries
Frio Lane/Carneros Ranch



0 200
Feet



Subject Property

City Limits



Plans
Permits
Construction

CSF Civil Group, LLC
3636 Executive Center Drive, Suite 209
Austin, Texas 78731
(512) 614-4466

May 11, 2014

Mr. Tom Yantis
Director of Development Services
City of Leander
P.O. Box 319
Austin, Texas 78646

Re: 3.537 Acre Tract Out of the Moses S. Hornsby Survey Abstract No. 259 in Williamson County Texas
Request for Zoning Change

Dear Mr. Yantis:

Our Client MHI Partnership Ltd is the owner of the 3.537 acre tract more particularly described in the Warranty Deed recorded in the Official Public Records of Williamson County in instrument No. 2014015739. The parcel is located in the City's proposed annexation area and as such it is our understanding that it is being annexed into the City as SFR-1-B (Single-Family Rural) district.

Since a portion of this tract is platted with Carneros Ranch Section One, currently zoned SFU-2-B (Single-Family Urban), and the remainder will be platted in future sections of the Carneros Ranch Subdivision; and whereas the adjoining residential properties to this tract are zoned SFU-2-B, It is hereby requested to change the zoning to SFU-2-B for the 3.537 acre property.

The parcel is currently vacant and is generally a 100 foot strip located between Carneros Ranch and the Vista Ridge subdivisions. The tract has moderate slopes generally less than 5% and moderate tree cover. There are no existing structures, waterways or other significant features in this strip.

If you should require further information please contact me.

Sincerely,

James M. Cook, P.E.
CSF Civil Group, LLC

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO SFU-2-B (SINGLE-FAMILY URBAN); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 3.537 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 3.537 acres of land out of the Moses S. Hornsby Survey, Abstract No. 292 as described in Exhibit "B"; more particularly described in Document Number 2014015739 of the Official Public Records of Williamson County, Texas, and identified by tax identification number R032162.

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 SFU-2-B (Single-Family Urban).

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 19th day of June, 2014.
FINALLY PASSED AND APPROVED on this the 3rd day of July, 2014.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

Robin Griffin

From: Ellen Pizalate
Sent: Tuesday, June 10, 2014 11:05 AM
To: Robin Griffin
Subject: FW: Zoning Case #14-Z-012

Can you please address these people concerns?

Thanks,
Ellen

-----Original Message-----

From: John Ranft [REDACTED]
Sent: Tuesday, June 10, 2014 10:37 AM
To: Ellen Pizalate
Cc: JOHN F RANFT; [REDACTED]
Subject: Zoning Case #14-Z-012

Dear Ellen Pizalate,

My wife Yolanda and I live in the Vista Ridge neighborhood at 1707 Encino Drive. We recently received your letter in regards to the public hearing on Zoning Case #14-Z-012. Unfortunately will will not be able to attend the hearing. However, as two of the many concerned residents and property owners in Vista Ridge, we have several questions and concerns.

1. A power line runs along the rear (north) and parallel to our property line and along the southern border of the proposed zoning area. Will there still be an easement for the power company to access the power line and if not what are the plans for this power line?
2. How will the property values be affected by this edition if lower quality or smaller homes are built?
3. What will be the average home price adjacent to our property?
4. Will the new lots abutt our property lines and can and/or will the perpendicular fences be aligned?
5. Is the developer planning to clear cut established trees?
6. Will the developer be willing to address these concerns with the residents of Vista Ridge in a "Good Neighbor" manner?

Please provide each board member with this correspondence.

Thank you

Sincerely
JOHN F. RANFT
512 844-4963
[REDACTED]

9. Zoning Case #14-Z-010: Hold a public hearing and consider action on the rezoning of a parcel located at 1405 Leander Dr. for 4.64 acres more or less; Parcel #R036497. Currently the property is zoned HC-4-D (Heavy Commercial). The property is proposed to be zoned HC-5-D (Heavy Commercial), Leander, Williamson County, Texas. Applicant: Keith Stuart on behalf of Robert M Campbell and Campbell Girls Partnership Ltd.

a) Staff Presentation

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

b) Applicant Presentation

Keith Stuart 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 zoning request of HC-5-D (Heavy Commercial), Commissioner Anderson seconded the motion. Motion passed unanimously.

10. **Zoning Case #14-Z-012**: Hold a public hearing and consider action on the rezoning of a parcel generally located approximately 190 feet north of the intersection of Vista Ridge Drive and Bagdad Road on the west side of Bagdad Road; 3.537 acres more or less out of the Moses S. Hornsby Survey Abstract No. 259; Parcel #R032162. Currently the property is zoned interim SFR-1-B (Single Family Rural). The property is proposed to be zoned SFU-2-B (Single Family Urban), Leander, Williamson County, Texas. Applicant: James Cook on behalf MHI Partnership, LTD.

a) Staff Presentation

b) Applicant Presentation

c) Open Public Hearing

d) Close Public Hearing

e) Discussion

f) Consider Action

Commissioner Sokol moved to take no action on this zoning request due to the cancellation of the meeting caused by severe weather as instructed by the City Fire Department. Vice Chair Stephenson seconded the motion. Motion passed unanimously.



Executive Summary

June 19, 2014

Subject: Consider Authorization for a Grant Application Submission to Texas Parks & Wildlife for Lakewood Community Park

Background: In May the Council approved the master plan for Lakewood Community Park. Staff now respectfully requests Council authorization to submit a grant application for initial park improvements. The proposed grant application will be for \$400,000 and the City match will be the value of the land.

Prior to this Action Item, however, we must hold a public hearing because the 125 acre property is in the floodplain. That is a TPWD grant application requirement. Notice of the public hearing was published in the June 12th Hill Country News.

Staff is currently working on the grant application that is due August 31st. The application is not yet finalized, but it is our intent to request funds for the top three priority needs identified in the *Parks, Recreation & Open Space Master Plan* so that we may put our project in the best possible position to be successful. The top three master plan needs are trails, youth sports facilities and natural areas/open space. The estimated cost to build the entire park is \$5.5 million.

Financial Consideration: \$400,000 in grant funds and long term maintenance of the park.

Recommendation: Staff respectfully recommends Council approval of the *Resolution Authorizing the Grant Application* to the Texas Parks & Wildlife Department.

Attachments: Resolution Authorizing the Application

Prepared by: Stephen Bosak, Parks & Recreation Director



Local Park Grant Program Resolution Authorizing Application

A resolution of the City of Leander, Texas as hereinafter referred to as "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "Department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "Program"; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs the Parks & Recreation Director to act for the Applicant in dealing with the Department for the purposes of the Program, and that Stephen A. Bosak is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Leander Lakewood Community Park in the City of Leander or use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Introduced, read and passed by the affirmative vote of the "Applicant" on this 19th day of June, 2014.

Signature of Appropriate Official

Christopher Fielder, Mayor

Typed Name and Title



Executive Summary

June 19, 2014

Agenda Subject: Subdivision Case 14-CP-004: Hold a public hearing and consider action on the Leander Crossing Concept Plan, for 63.33 acres more or less; WCAD Parcels R305748, R457903, R474901, R474912, R322778, R500607, and R485578, generally located to the northwest of the intersection of Woodview Drive and 183A Toll Road, Leander, Williamson County Texas.

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

Origination: Applicant: Ryan Betz on behalf of Willey Joseph Leavitt Decedents Trust, Leander Developers 4, LTD, and Noel Larson

Financial Consideration: None

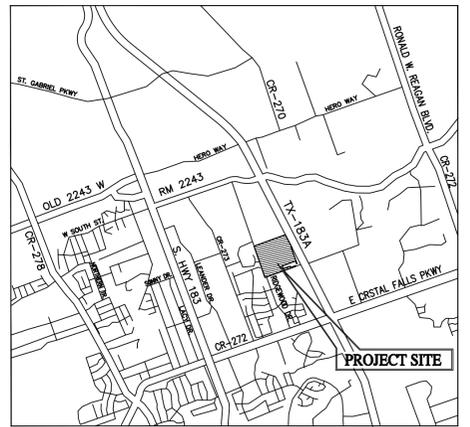
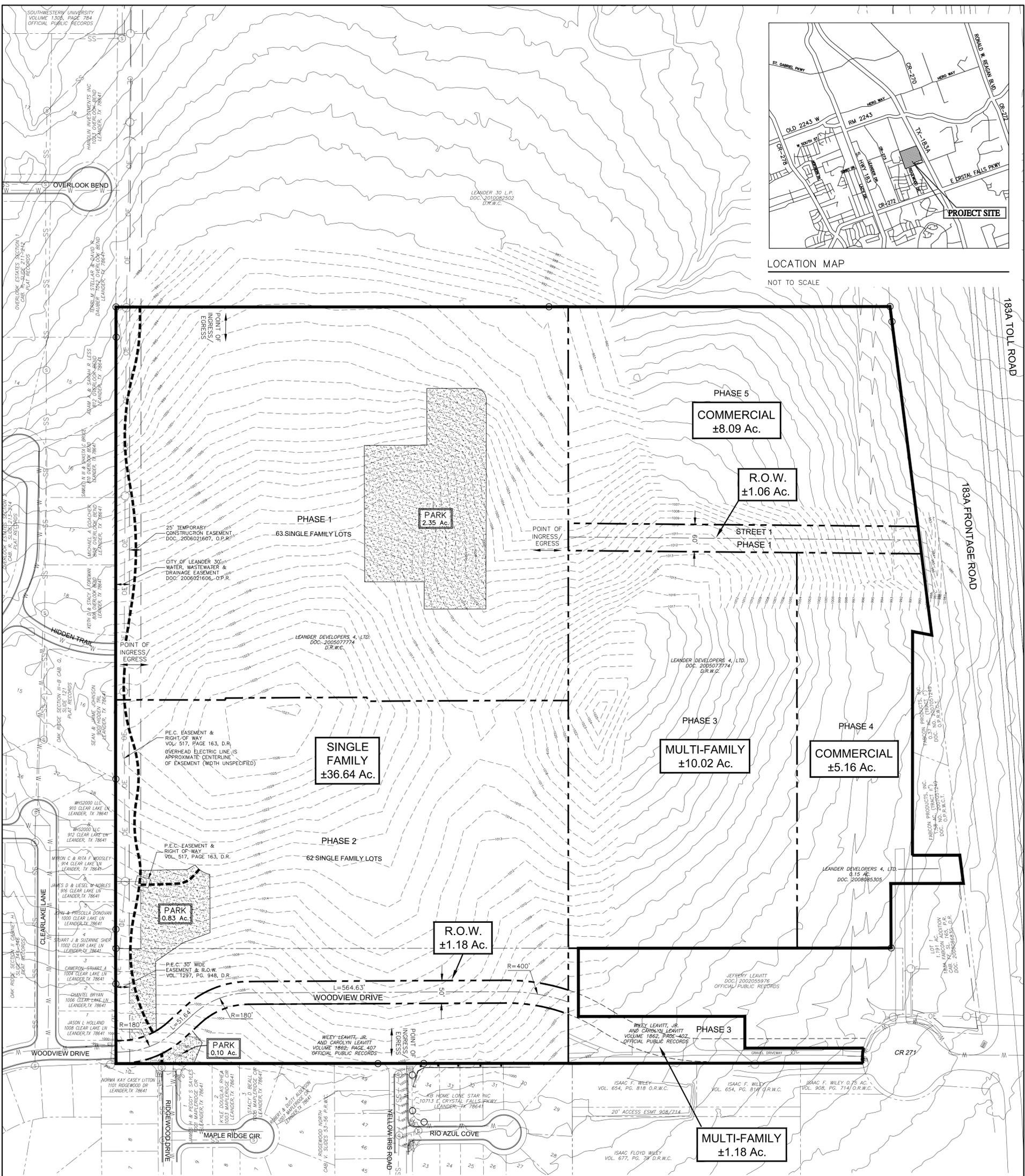
Recommendation: Staff recommends approval of the concept plan. This concept plan includes approximately 125 single-family lots, 11.20 acres of multi-family, 13.25 acres of commercial, and 3.18 acres of parkland. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning & Zoning Commission unanimously recommended approval of this concept plan at the June 12, 2014 meeting.

Attachments:

1. Concept Plan
2. Minutes – Planning & Zoning Commission June 12, 2014

Prepared By: Tom Yantis, AICP
Development Services Director

06/13/2014



LOCATION MAP

NOT TO SCALE

LEGAL: A00006 - Harmon, E. D. Survey, 63.33 Ac.

LAND USE:	2.24 AC.
R.O.W.	36.64 AC.
SINGLE FAMILY	11.20 AC.
MULTI-FAMILY	13.25 AC.
COMMERCIAL	63.33 AC.
TOTAL	63.33 AC.

TYPICAL SINGLE FAMILY LOT SIZES: ±60' X ±130' EXCEPT FOR CORNER LOTS WHICH ARE ±70' X ±130'.

SINGLE FAMILY: 125 LOTS PROVIDED

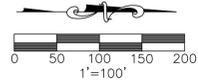
NOTES:

- EXISTING ZONING = SFU-2-A, SFU-2-B, MF-2-A & GC-3-A
- NO OBSTRUCTIONS SHALL BE ALLOWED WITHIN DRAINAGE EASEMENT.
- SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS IN THE SUBDIVISION AND ON THE SUBDIVISION SIDE OF BOUNDARY STREETS. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTS OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
- AT THE TIME OF FINAL PLAT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY PER RESIDENTIAL UNIT IN LIEU OF SUBMITTING A TIA.
- ESTIMATED DATES OF COMPLETION:
 - PHASE 1 - SINGLE FAMILY, 63 LOTS, AUGUST 2015
 - PHASE 2 - SINGLE FAMILY, 62 LOTS, AUGUST 2017
 - PHASE 3 - MULTI-FAMILY, 280 UNITS, AUGUST 2019
 - PHASE 4 - COMMERCIAL, AUGUST 2020
 - PHASE 5 - COMMERCIAL, AUGUST 2021
- THERE ARE NO FLOOD HAZARD AREAS IN THE PLANNED AREA, AS SHOWN ON FIRM MAP# 4849100455E, DATED SEPTEMBER 26, 2008.
- PEDESTRIAN, BIKE, TRAIL AND PARK AREAS WILL HAVE ACCESS PROVIDED FROM RIDGEWOOD DRIVE.
- SIDEWALKS ALONG STREET 1 WILL BE REQUIRED TO BE CONSTRUCTED AS PART OF THE COMMERCIAL AND MULTI-FAMILY PROJECTS DURING THE SITE DEVELOPMENT PROCESS.

PARKLAND DEDICATION WORKSHEET

PHASE	LOTS	PARKLAND REQUIRED	PARKLAND PROPOSED*	PARKLAND SURPLUS/DEFICIT	PARKLAND FEE-IN-LIEU VALUE**	REC. FEE REQUIRED***	PROPOSED FACILITIES
SFR-1	63	2.2 Ac.	2.35 Ac.	0.15 Ac.	\$3,536.00	\$22,050.00	1,347' x 5' CONCRETE TRAIL IN EASEMENT
SFR-2	62	2.17 Ac.	0.83 Ac.	-1.34 Ac.	(\$38,586.00)	\$21,700.00	1,346' x 5' CONCRETE TRAIL IN EASEMENT
MFR	280	9.80 Ac.	-	-9.80 Ac.	(\$231,000.00)	\$98,000.00	-
TOTALS:	405	14.17 Ac.	3.18 Ac.	-10.99 Ac.	(\$266,050.00)	\$141,750.00	-

* PROPOSED PARKLAND ACREAGE DOES NOT INCLUDE STORMWATER DETENTION AREAS OR THE EXISTING UTILITY EASEMENT
 ** FEE IN-LIEU VALUE FOR PARKLAND DEFICIT TO BE PAID TO THE CITY AT PLAT APPROVAL (\$266,050).
 *** RECREATION IMPROVEMENT FEES FOR SFR-1 & SFR-2 TO BE CREDITED TO THE TRAIL CONSTRUCTION. TRAIL COST MUST BE VERIFIED AFTER CONSTRUCTION. RECREATION IMPROVEMENT FEE FOR MFR TO BE PAID TO THE CITY (\$98,000).



LEGEND

- PARK/OPEN SPACE/RETENTION AREA
- PROPOSED LIMITS OF DEVELOPMENT
- PROPOSED PHASE LINE
- PROPOSED TRAIL
- PROPERTY LINES
- ADJACENT PROPERTY BOUNDARY
- FUTURE RIGHT-OF-WAY EXTENSION
- EXISTING EASEMENTS
- PROPOSED EASEMENTS
- EXISTING 1FT CONTOURS (BASED ON FIELD SURVEY)
- EXISTING 2FT CONTOURS (CITY OF LEANDER GIS)
- PROPOSED R.O.W. / LOT LINE
- PROPOSED R.O.W. CENTERLINE
- EXISTING SANITARY SEWER
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING WATER LINE
- EXISTING UTILITY POLE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING SANITARY SEWER MANHOLE

±63.33 AC. CONCEPT PLAN FOR LEANDER CROSSING

LEANDER DEVELOPERS 4, LTD. OWNER
 PO BOX 249 LEANDER, TX 78646-0249 PHONE: (512) 259-1269

WILEY LEAVITT, JR. AND CAROLYN LEAVITT DESCENDANT TRUST OWNER
 2514 WILLIAMS LAKESHORE DR KINGSLAND, TX 78639-4078 PHONE: (325) 388-3697

BETZ COMPANY APPLICANT
 CONTACT: RYAN BETZ PHONE: (469) 682-2212
 5707 WILLOW LANE FAX: (972) 503-2212
 DALLAS, TX 75230

VEI CONSULTING ENGINEERS ENGINEER
 CONTACT: KEVIN W. SPRAGGINS (830) 997-4744
 507-D E. HIGHWAY ST. FAX: (830) 997-6967
 FREDERICKSBURG, TX 78624

MDS LAND SURVEYING SURVEYOR
 CONTACT: JEFF BOERNER (830) 755-6544
 8 SPENCER ROAD
 BOERNE, TEXAS 78006

DATE: 05/28/2014

FILE NO: 13153
 SHEET: CP (1 of 1)

Public Hearing

6. **Subdivision Case 14-CP-004**: Hold a public hearing and consider action on the Leander Crossing Concept Plan, for 63.33 acres more or less; WCAD Parcels R305748, R457903, R474901, R474912, R322778, R500607, and R485578, generally located to the northwest of the intersection of Woodview Drive and 183A Toll Road, Leander, Williamson County Texas. Applicant: Ryan Betz on behalf of Willey Joseph Leavitt Decedents Trust, Leander Developers 4, LTD, and Noel Larson.

a) Staff Presentation

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

b) Applicant Presentation

Ryan Betz spoke on the Concept Plan for Leander Crossing.

c) Open Public Hearing

Chairman Seiler opened the public hearing.

**Dianne Hess
John Schmidt
David Dauber**

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Wixson moved to approve with staff recommendation, Commissioner Sanez seconded the motion. Motion passed unanimously.

7. Subdivision Case 14-TOD-CP-001: Hold a public hearing and consider action on the Leander 183 Concept Plan, for 490 acres more or less; WCAD Parcels R032104, R032237, R485832, R485833, R485834, R032103, R032211, R032196, R525991, R525993 and R032213 generally located to the east of 183 A Toll and north of East San Gabriel Parkway, Leander, Williamson County Texas. Applicant: Stefan Pharis on behalf Crescent Leander, TX LLC.

a) Staff Presentation

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

b) Applicant Presentation

Tommy Tucker and Stefan Pharis described their company and explained the Concept Plan for Leander 183.



Executive Summary

June 19, 2014

Agenda Subject: Subdivision Case 14-TOD-CP-001: Hold a public hearing and consider action on the Leander 183 Concept Plan, for 490 acres more or less; WCAD Parcels R032104, R032237, R485832, R485833, R485834, R032103, R032211, R032196, R525991, R525993 and R032213 generally located to the east of 183 A Toll and north of East San Gabriel Parkway, Leander, Williamson County Texas.

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

Origination: Applicant: Stefan Pharis on behalf Crescent Leander, TX LLC.

Financial Consideration: None

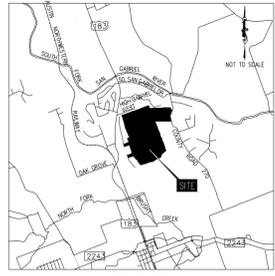
Recommendation: Staff recommends approval of the concept plan. This concept plan includes approximately 1,117 single-family lots, 82.61 acres of Mixed Use which includes single-family, multi-family and commercial uses, 15 acres for an elementary school, an amenity center lot, and 91.75 acres of parkland. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning & Zoning Commission unanimously recommended approval of this concept plan at the June 12, 2014 meeting.

Attachments:

1. Concept Plan
2. Minutes – Planning & Zoning Commission June 12, 2014

Prepared By: Tom Yantis, AICP
Development Services Director

06/13/2014



- DEVELOPER:
STEVE YETTS
CRESCENT LEANDER, TX, LLC
400 E. LAS COLINAS BLVD.
SUITE # 1075
469-513-5601
- OWNERS:
STEVE YETTS
CRESCENT LEANDER, TX, LLC
400 E. LAS COLINAS BLVD.
SUITE # 1075
469-513-5601
- NOTES:
1. A DEVELOPMENT AGREEMENT FOR THE LEANDER 183 SUBDIVISION LAND USE AND UTILITY SERVICE WITH THE CITY OF LEANDER HAS BEEN APPROVED ON DECEMBER 19, 2013.
 2. THE PROPOSED SUBDIVISION WILL COMPLY WITH THE CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL STREET DESIGN STANDARDS.
 3. A SECONDARY ACCESS MUST BE PROVIDED FOR PROJECTS THAT EXCEED 30 SINGLE FAMILY UNITS, BUT MAY EXCEED 30 SINGLE FAMILY LOTS WITH APPROVAL BY THE FIRE DEPARTMENT.
 4. NO VEHICULAR ACCESS TO CR 270 IS REQUIRED.
 5. THE SITE IS WHOLLY WITHIN THE CITY LIMITS OF LEANDER.
 6. FEE IN LIEU OF TIA WILL BE PAID PER LOT AT THE FINAL PLAT STAGE.

PHASE	YEAR	LAND USE	UNITS	GROSS ACRES
1	2015	SINGLE FAMILY (SF)	124	46.3107
2	2016	SINGLE FAMILY (SF)	107	33.0646
3	2016	SINGLE FAMILY (SF)	85	22.6065
4	2016	SINGLE FAMILY (SF)	102	42.4635
5	2017	SINGLE FAMILY (SF)	172	63.6541
6	2017	SINGLE FAMILY (SF)	169	60.7800
7	2018	SINGLE FAMILY (SF)	129	43.3333
8	2018	SINGLE FAMILY (SF)	69	17.2271
9	2019	SINGLE FAMILY (SF)	57	19.1224
10	2019	SINGLE FAMILY (SF)	62	22.6639
11	2020	SINGLE FAMILY (SF)	102	36.3684
SUB TOTAL			1117	407.5953
12	2021	MIXED USE (MU)	78	19.3343
13	2021	MIXED USE (MU)	278	38.8951
14	2022	MIXED USE (MU)	261	9.7185
15	2022	MIXED USE (MU)	240	14.6666
SUB TOTAL			857	82.61
			1974	489.9975

1261 SINGLE FAMILY LOTS PROPOSED

ESTIMATED SINGLE FAMILY LOT SIZES AND PRODUCT MIX:
7% = 40' x 125'
48% = 50' x 125'
33% = 60' x 125'
12% = 70' x 125'

TOTAL AREA OF THIS PLAT: 490.00 ACRES
ESTIMATED AVERAGE DAILY TRIPS: APPROXIMATELY 20,000 TRIPS

LAND USE	UNITS	LUE CONVERSION	LUE
SINGLE FAMILY AREAS			
SF	1,117	1	1117
MIXED USE AREAS			
SF	144	1	144
SF High Density	213	0.7	150
MF	500	0.5	250
Commercial	20,000	1 LUE/1,660 SF	13
Elementary School	900	1 LUE/15 Students	60
Amenity Center	2,400	1 LUE/200 SF	12
TOTAL			1746

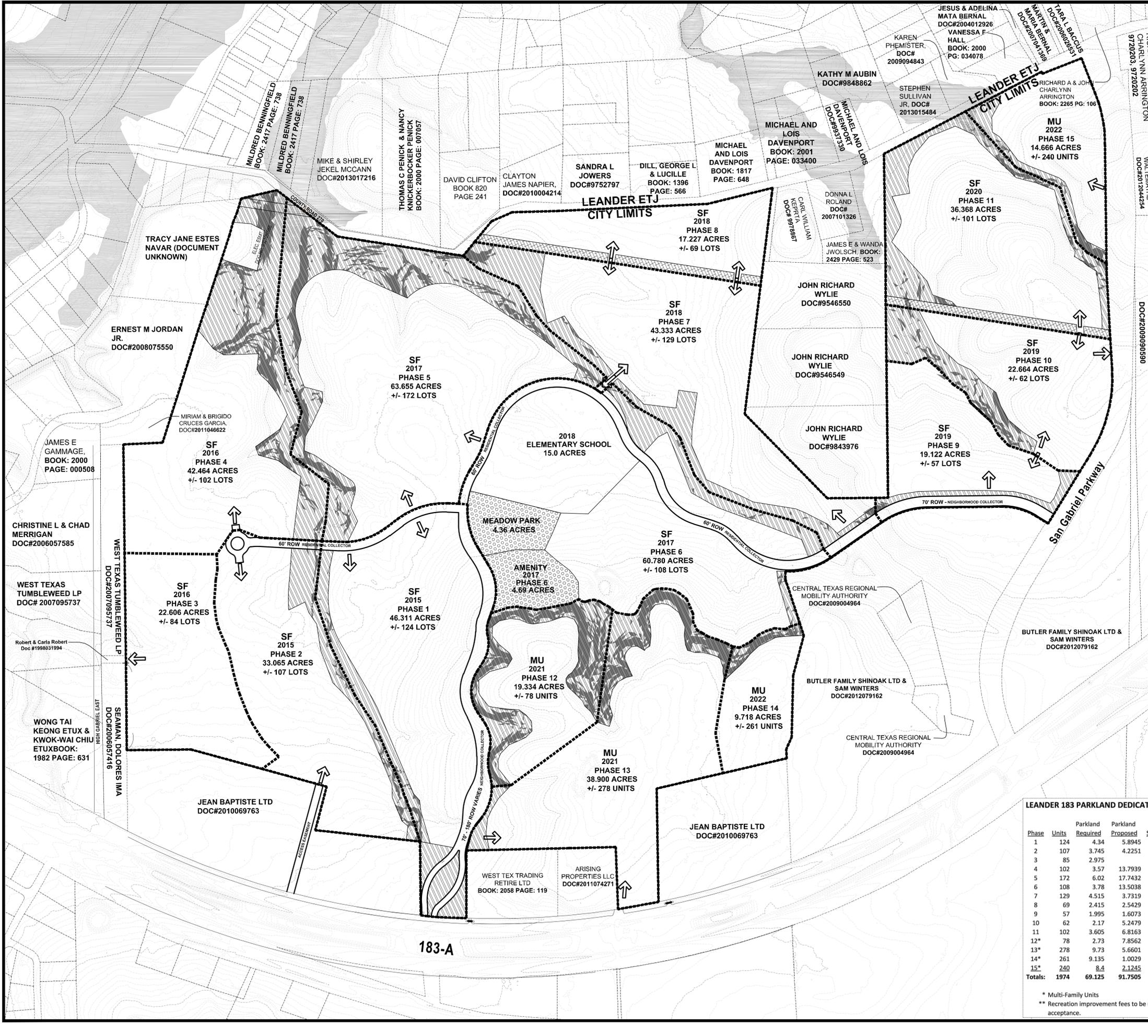
GROSS OPEN SPACE:	91.75 ACRES
UTILITY EASEMENT OPEN SPACE:	4.58 ACRES
NET STEEP SLOPES:	19.60 ACRES
AMENITY AND MEADOW PARK:	9.05 ACRES
FEMA 100 YEAR FLOODPLAIN:	2.20 ACRES
GREENBELT AND NATURAL AREAS:	56.32 ACRES

LEANDER 183 PARKLAND DEDICATION WORKSHEET

23-Apr-14

Phase	Units	Parkland Required	Parkland Proposed	Steep Slope Acres	Floodplain Acres	Parkland Credited	Rec. Imp. Fee Required**	Facilities Proposed
1	124	4.34	5.8945	0.4594		5.6648	\$ 43,400.00	Trail
2	107	3.745	4.2251	0.4908		3.9797	\$ 37,450.00	Trail
3	85	2.975					\$ 29,400.00	Trail
4	102	3.57	13.7939	3.53	0.417	11.8204	\$ 35,700.00	Pool, bathhouse, open lawn, trail
5	172	6.02	17.7432	4.3191	0.935	15.1162	\$ 62,300.00	Trail
6	108	3.78	13.5038	0.1862		13.4107	\$ 39,550.00	Trail
7	129	4.515	3.7319	0.5537		3.455	\$ 45,150.00	Trail
8	69	2.415	2.5429			2.5429	\$ 23,800.00	Trail
9	57	1.995	1.6073			1.6073	\$ 19,950.00	Trail
10	62	2.17	5.2479	1.0501		4.7228	\$ 21,700.00	Trail
11	102	3.605	6.8163	0.7153	0.514	6.2016	\$ 36,050.00	Trail
12*	78	2.73	7.8562	4.2531		5.7296	\$ 27,300.00	Trail
13*	278	9.73	5.6601	2.925		4.1976	\$ 97,300.00	Trail
14*	261	9.135	1.0029	0.6306		0.6876	\$ 91,350.00	Trail
15*	240	8.4	2.1245	0.4874	0.334	1.7138	\$ 84,000.00	Trail
Totals:	1974	69.125	91.7505	19.6007	2.2	80.85	\$ 694,400.00	

* Multi-Family Units
** Recreation improvement fees to be used to construct the proposed facilities. Expenditure verification required prior to city acceptance.



MAY 7, 2014

LEANDER 183

CONCEPT PLAN

SHEET 1 OF 1

C:\000_LEANDER_183\000_183\2014\2014_05_07_10_43\2014_05_07_10_43_CONCEPT_PLAN.dwg 18.dwg

Public Hearing

6. Subdivision Case 14-CP-004: Hold a public hearing and consider action on the Leander Crossing Concept Plan, for 63.33 acres more or less; WCAD Parcels R305748, R457903, R474901, R474912, R322778, R500607, and R485578, generally located to the northwest of the intersection of Woodview Drive and 183A Toll Road, Leander, Williamson County Texas. Applicant: Ryan Betz on behalf of Willey Joseph Leavitt Decedents Trust, Leander Developers 4, LTD, and Noel Larson.

a) Staff Presentation

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

b) Applicant Presentation

Ryan Betz spoke on the Concept Plan for Leander Crossing.

c) Open Public Hearing

Chairman Seiler opened the public hearing.

Dianne Hess

John Schmidt

David Dauber

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Wixson moved to approve with staff recommendation, Commissioner Sanez seconded the motion. Motion passed unanimously.

7. Subdivision Case 14-TOD-CP-001: Hold a public hearing and consider action on the Leander 183 Concept Plan, for 490 acres more or less; WCAD Parcels R032104, R032237, R485832, R485833, R485834, R032103, R032211, R032196, R525991, R525993 and R032213 generally located to the east of 183 A Toll and north of East San Gabriel Parkway, Leander, Williamson County Texas. Applicant: Stefan Pharis on behalf Crescent Leander, TX LLC.

a) Staff Presentation

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

b) Applicant Presentation

Tommy Tucker and Stefan Pharis described their company and explained the Concept Plan for Leander 183.

c) Open Public Hearing

Chairman Seiler opened the public hearing.

Carl Keprita

Kathy Jerel

Donna Roland

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

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

8. Subdivision Case 13-PP-012: Hold a public hearing and consider action on the Bluffs at Crystal Falls II, Section 3, Phases 3A – 3O Preliminary Plat, for 191.28 acres more or less; TCAD Parcel #831299; generally located to the west of the future extension of Osage Dr; Leander, Travis County, Texas. Applicant/Agent: Sam Kiger on behalf of Taylor Morrison of Crystal Falls, LLC.

a) Staff Presentation

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

b) Applicant Presentation

Sam Kiger answered P & Z Commissioners 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 Wixson moved to approve with staff recommendation, Vice Chair Stephenson seconded the motion. Motion passed unanimously.



Executive Summary

June 19, 2014

Council Agenda Subject: Consideration of Standard Professional Services Agreement and Task Order STE-1 with Smith Turrieta Engineering, Inc., for professional services for Hero Way 12-Inch Water Line Extension Project

Background: Task Order STE-1 will provide for professional services for the design, advertising, bidding, and award for the Hero Way 12-Inch Water Line Extension Project. Please note that construction phase services are not included in this action. This project extends the proposed Hero Way water line (100% plans in hand with bid opening expected in July) from the northwest corner of the intersection of Hwy. 183A and Hero Way for approximately 4,500 linear feet eastward along the north side of Hero Way to approximately 2,000 feet east of CR 270. Total compensation for the above services shall be the lump sum amount of \$100,689.00, as detailed in the attached scope of services with supporting documents. The scope of services will be reformulated into Task Order STE-1. The City's Standard Professional Services Agreement is also attached and will be required as this is the initial contract with Smith Turrieta Engineering, Inc.

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

Financial Consideration: \$100,689.00 from Water Impact Fee Fund, GL# TBD

-

Recommendation: Staff requests approval of the Standard Professional Services Agreement and authorization of the City Manager to negotiate and execute Task Order STE-1.

Attachments: Scope of Services with supporting documents and Standard Professional Services Agreement

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

CITY OF LEANDER

EAST HERO WAY 12 INCH WATER LINE PROJECT

SCOPE OF SERVICES

This project scope includes the design and bid services for the East Hero Way 12 inch Water Line Project. Project limits begin at the southeast corner of the US 183A/Hero Way intersection and continue for approximately 4,500 linear feet east along the north side of Hero Way. The construction methods utilized in this scope include trenchless construction to cross 183A and open cut construction along Hero Way. It is anticipated temporary and permanent easements will be required along the north side of Hero Way.

Task 0001 Project Management

Under this task, Smith Turrieta Engineering (STE) will manage the project and provide administrative services, communication and coordination with the City and Subconsultants.

- a) Attend project meetings
- b) Provide monthly status reports
- c) Coordinate and communicate with Subconsultants

Task 0002 Design 30% PS&E

Under this task the design team will develop the pipeline alignment, clearly identify easement needs and complete the environmental and archeological survey and provide preliminary plans, a table of contents for the standard specifications and drafts if any special specifications or provisions related to this project.

- a) Geotechnical – RKCI will perform two borings to a depth of 10 feet deep along the north side of Hero Way. It is anticipated that the City will provide additional geotechnical reports from other projects in the vicinity.
- b) Topographic Survey – Macias and Associates will obtain ownership, easement and right of way information. Set four control points and perform topographic survey for the length of the project approximately 50 feet in width.
- c) Easement Mets and Bounds – Macias and Associates will provide legal descriptions and sketches for four easements.
- d) Environmental and Archeological – Cox/McLain will provide an environmental technical memorandum and archeological survey of the pipeline route.
- e) Plans – STE with the assistance of KFA will develop a preliminary set of plans with STE. STE will perform site visits and determine project alignment, easement needs and design characteristics of the pipeline. KFA will provide CADD services and QAQC review of the project. Plans will be provided in PDF format and in hard copy 2 sets 11x17.
- f) Specifications – STE will provide a table of contents for the standard specifications and drafts if any special specifications or provisions that pertain to this project. STE will utilize KFA specifications as the base format for this project. Specifications will be delivered in PDF format and in hard copy 2 sets.

- g) Cost Estimate – STE will prepare a preliminary engineers opinion of construction cost estimate and construction schedule for this project.
- h) Permitting – STE will begin the permitting process with TxDOT, USACE, THC and TCEQ for this project.

Task 0003 Design 75% PS&E

- i) Plans – STE with the assistance of KFA will develop a final set of plans including profile, stationing, notes and details necessary for the construction of the project. KFA will provide CADD services and QAQC review. Plans will be provided in PDF format and in hard copy 2 sets 11x17.
- j) Specifications – STE will develop a final set of specifications and front end contract documents for this project. Contract documents and technical specifications will be provided in PDF format and in hard copy, 2 sets.
- k) Estimate – STE will prepare a final engineers opinion of construction cost and construction schedule for this project.
- l) STE will finalize permitting

Task 0004 Design Final PS&E

- a) STE will address any final comments and produce final plans, specifications and cost estimates and construction schedule for this project. Deliverables will include PDF and hard copy 2 sets.

Task 0005 Bid Phase

- a) Create Bid Documents, 10 sets and PDF
- b) Advertise and Manage Bid Documents
- c) Issue any Addendums, if necessary
- d) Conduct bid
- e) Review bids and recommend award

**SCOPE OF SERVICES
EAST HERO WAY WATER LINE PROJECT**

The East Hero Way Water Line project will extend a 12-inch diameter water line approximately 4,500 LF from 183A to the east. The line includes a trenchless crossing of 183A, and open cut construction along Hero Way. This Scope of services is based on a Lump Sum contract.

It is anticipated that KFA will provide CADD services for the plan preparation, assistance with the specification preparation, and QA/QC of the plans. Smith Turrieta Engineering will be responsible for the project design.

PHASE I - DESIGN AND BID PHASE

1. Project Management/Administration – Internal project management and administration for the project.
2. Project Design Meetings – KFA will meet with Smith Turrieta Engineering during the design phase, including a kickoff meeting, and 2 progress meetings.
3. CADD / Plan Preparation – KFA will perform the CADD required to create the plans for the project. For purposes of this proposal, it is assumed that the total length of waterline will be approximately 4,500 linear feet. The project will be prepared in AutoCAD, will be 11" x 17" sheets at full size and will include the following sheets:
 - Cover Sheet
 - General Notes
 - Project Layout
 - Plan and Profile Sheets (11 sheets)
 - Typical Details (3 Sheets)
 - Erosion and Sedimentation Control Details
 - Tree Protection Details
 - Traffic Control Details

4. KFA will assist Smith Turrieta Engineering in preparation of the contract documents and technical specifications. KFA will prepare the draft specifications, and Smith Turrieta will review and modify as necessary.
5. Deliverables are anticipated to be provided at the 30%, 75%, and 100% design levels. Each submittal will include 3 sets of drawings, and contract documents and technical specifications (75% and 100% submittals).
6. Quality Assurance/Quality Control – KFA will perform QA/QC reviews of the plans at the 30% and 75% design levels. Comments will be marked on a plan set and forwarded to Smith Turrieta Engineering.

5/22/2014



Page 1 of 2

SCOPE OF SERVICES
EAST HERO WAY WATER LINE PROJECT

7. Bid Phase - KFA will assist in the preparation of the bid documents. It is anticipated that the bid documents will be distributed to Bidders electronically (on a CD or via download). KFA will assist in the preparation of any addenda requiring CADD work. KFA will prepare copies of the final contract documents for execution by the Owner and Contractor, and will make five copies of the final documents for distribution to the Contractor, Owner and Engineer.

5/22/2014

Page 2 of 2





May 23, 2014

Susan Turrieta, PE
Smith Turrieta Engineering
PO Box 5902
Austin, TX 78763
512.569.9022

Re: CMEC Proposal for Preparation of an Environmental Technical Memo and Archeological Survey - City of Leander, Texas

Dear Ms. Turrieta:

Cox|McLain Environmental Consulting, Inc. (CMEC) is pleased to submit this proposal to provide environmental services for the above referenced project. The task to be completed will include preparation of an Environmental Technical Memo and Archeological Survey, as detailed in the attached scope of services. The scope does not include any formal coordination with regulatory agencies, Threatened/Endangered species surveys or permitting, historic resources field work, noise modeling, or permit preparation/submital.

Please note that if the City of Leander has previously completed archeological survey of this alignment, those services could be removed. Based on experience with similar projects, survey is typically required to comply with the Texas Antiquities Code.

The total cost of these services will be a lump sum fee of \$11,962, to be billed on a percent complete basis. We appreciate the opportunity to work with you on this project. If this agreement is acceptable to you, please sign two copies and return one copy with your original signature for our files.

Sincerely,

L. Ashley McLain, AICP
Principal

Accepted by: _____

Approved by: _____

(Print Name) for Smith Turrieta Engineering

(Print Name) for CMEC

(Date)

(Date)

6010 Balcones Drive, Suite 210, Austin, TX 78731 512.338.2223

SERVICES TO BE PROVIDED BY THE SUBCONSULTANT TO THE ENGINEER

Cox | McLain Environmental Consulting, Inc. (hereafter CMEC), sub-consultant to Smith Turietta Engineering (hereafter the Engineer), will provide environmental consulting services for the proposed Hero Way Water Line (~ 4,500 LF of 12" water line along Hero Way just east of 183A) in the City of Leander in Williamson County, Texas. This Scope of Services provides for the preparation of an environmental technical memo, which is intended to document compliance with environmental regulations that are applicable to a City-funded project, in addition to an Archeological Survey for compliance with the Antiquities Code of Texas.

A. Investigate Environmental Considerations; Report Preparation

A.1 Archeological Resources

Archival research will be performed in the electronic and mapping files of the Texas Historical Commission (THC) Atlas Sites database, the Texas Archeological Research Laboratory (TARL), and/or any other relevant archives for information on previous cultural resource investigations conducted and previously recorded sites and historic properties in the vicinity of the project's Area of Potential Effect (APE). The results of this research will be integrated into an application for a Texas Antiquities Permit to be signed by the City's representative and submitted to the THC. After a valid Antiquities Permit is obtained, a field survey will be carried out and documented per THC/Council of Texas Archeologists (CTA) guidelines. CMEC does not anticipate backhoe trenching, just shovel testing. CMEC assumes that ROW acquisition will occur after fieldwork and that collection of artifacts will not be required (collection is required only on public land).

A.2 Water Resources

CMEC will collect data on surface water streams and other existing water resources and the potential for pollution during construction and from the completed facility. The 100-year flood plain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Potential for impacts to groundwater will be discussed; no Geologic Assessment is required (the project is outside the Edwards Aquifer Recharge Zone). The project is within the Contributing Zone.

CMEC wetlands specialists will perform evaluations of wetlands and waters of the U.S. in all areas potentially affected by the proposed project. Wetland field delineations will be conducted and wetland data sheets will be prepared and included in the report appendix. This task will include a determination of the type of permit (if any) that will be needed from the U.S. Army Corps of Engineers (USACE). The permit determination will be summarized in the report. Any 404 permit preparation would be carried out under an additional scope and budget.

A.3 Biological Resources

CMEC biologists will describe project area biological resources including vegetation communities and wildlife habitat. Ecologically sensitive resources, including potential threatened or endangered species habitat, will be identified and their potential to be affected by project construction and operation will be assessed and described in the environmental report. A wildlife habitat assessment for suitability for endangered species will

be conducted by CMEC. Because much of the project area has been previously disturbed by agriculture, there is a low likelihood for suitable habitat, and no presence/absence surveys are anticipated.

A.4 Hazardous Materials

A database search of previously recorded hazardous material sites in the project area will be conducted and a summary incorporated into the environmental report. During field visits, project environmental staff will identify sites within and near the project corridor that may pose a potential hazardous materials risk. A Phase I Environmental Site Assessment is not included in this Scope of Services.

A.5 Environmental Tech Memo Preparation/Comment Response

This task includes the writing and production of a complete environmental technical memorandum, as well as revisions in response to comments from the Engineer and the City of Leander. Only generalized, preliminary mitigation measures will be presented where adverse impacts may potentially occur; detailed mitigation plans are not part of this Scope of Services. This task includes the submittal of five (5) unbound copies of the draft environmental tech memo (the Engineer/City of Leander review) and 5 unbound copies of the revised final tech memo.

B. Assumptions

- All necessary rights-of-entry will be secured by the Engineer/surveyor.
- This scope assumes that no formal public involvement opportunities will be held for the proposed improvements.
- Assumes that a tech memo (for a project using only local {City} funds) would be adequate, and no NEPA document (under Corps or TWDB review) would be required.

C. Exclusions

The following tasks are not covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

- Preparation of a NEPA document (CatEx, Environmental Assessment, or EIS);
- Geologic Assessment;
- Formal Section 10(a) Endangered Species Act consultation, including preparation of a stand-alone Biological Assessment;
- Presence/absence surveys for endangered species;
- Construction phase services, including preparation of Environmental Permits, Issues and Commitments (EPIC) sheets;
- Work extending beyond the specified limits of the project at the time of this work order;
- Any Section 404 permit preparation or agency correspondence;
- Hazardous materials Phase I & Phase II ESAs;

- Reconnaissance or intensive historic structures surveys or assessments of eligibility, or management recommendations for any historic structures;
- Archeological site testing, or data recovery (services beyond a pedestrian survey);
- Participation in any public involvement meeting or activity by CMEC staff; and
- Litigation support.

City of Leander Hero Way Water Line Budget Summary

TASK	Hourly Rate:	Sr. Enviro. Scientist II	Enviro. Professional II	Enviro. Professional I	Enviro. Staff II	Enviro. Staff I	Enviro. Tech II	Sub Total Hours	Hr/Unit	CM/EC Labor Cost
Cox/McLain Environmental Consulting, Inc.		\$ 138.00	\$100.63	\$96.25	\$71.88	\$63.25	\$51.75			
PHASE I - PRELIMINARY ENGINEERING PHASE										
Project Management and Communications		3						3		\$ 414.00
A1. Texas Antiquities Code/Arch Permit, Survey, Report		2		32	20	24		78		\$ 5,951.60
A2. Water Resource		2	4		6	2	2	16		\$ 1,399.80
A3. Biological Resources		1	4		6	2		15		\$ 1,201.80
A4. Hazardous Materials		1		2	6			11		\$ 845.28
A5. Tech Memo Preparation/Comment Response		2	2	4	4	8	2	22		\$ 1,719.28
Preconstruction Notification to USACE (Assume none)										\$ -
Public Involvement Activities (assume none)										\$ -
TOTALS		11	10	38	42	36	8	Column Total = 145		\$ -
HOURS:		\$ 1,518	\$ 1,006	\$ 3,278	\$ 3,079	\$ 2,277	\$ 414	Row Total = 145		\$ 11,511.76
LABOR COST:		7.6%	6.9%	26.2%	20.9%	24.8%	5.5%			\$ 11,511.76
DIRECT EXPENSES:										
Travel:					150 miles				\$0.57 per mile per day	\$84.75
Mileage					days				per night	
Per diem					trights					
Loging										
Copies:					100 copies				\$0.10 per copy	\$10.00
Reproduction					sheets				per sheet	
Media (nylar)										
Misc Expenses:										
Hazardous materials database search					1 search				\$300.00 per search	\$300.00
Express delivery					4 search				\$14.00 per each	\$56.00
Backhoe/tracker (Greadall + operator)					days				\$1,200.00 per day	\$1,200.00
TOTAL DIRECT COST:										\$ 450.75
TOTAL PROJECT COST:										\$ 11,962.51

**CITY OF LEANDER
EAST HERO WAY 12 INCH WATER LINE PROJECT**

June 4, 2014

MANHOOR BREAKDOWN FOR SERVICES BY A/E CONSULTANT

NO	Description TASKS	Smith Turrieta Engineering Labor Estimate							Subconsultants					Direct Expenses	Admin Fees	Task Total Cost	
		Project Principal	Project Manager	Project Engineer	EIT	CADD Technician	Construction Inspector	Administration	Total	K Friese	Macias	RKCI	CoxMcLain				
0001	Project Management																
	Management		20					24	\$ 4,860.00	\$ 2,592.00							
	Meetings (4)		8						\$ 1,320.00	\$ 1,470.00							
0001	Subtotal Hours	0	28	0	0	0	0	24	52.00								
0001	Subtotal Cost	\$ -	\$ 4,620.00	\$ -	\$ -	\$ -	\$ -	\$ 1,560.00	\$ 6,180.00	\$ 4,062.00	\$ -	\$ -	\$ -	\$ -	\$ 203.10	\$ 10,445.10	
0002	Design 30% PS&E																
	Geotechnical										\$ 4,500.00						
	Topographic Survey								\$ -	\$ 20,600.00							
	Easement Metes and Bounds								\$ -	\$ 6,000.00							
	Environmental Archeological								\$ -			\$ 11,962.00					
	Site Visit (2)			4					\$ 580.00								
	Identify Alignment		4	4					\$ 1,240.00								
	Preliminary Plans		4	16					\$ 2,980.00	\$ 7,952.00							
	Special Specifications and Contents		4	12				4	\$ 2,660.00								
	Preliminary Cost Estimate			4					\$ 580.00								
	Preliminary Permitting			2	4				\$ 910.00								
0002	Subtotal Hours	0	14	44	0	0	0	4	62								
0002	Subtotal Cost	\$ -	\$ 2,310.00	\$ 6,380.00	\$ -	\$ -	\$ -	\$ 260.00	\$ 8,950.00	\$ 7,952.00	\$ 26,600.00	\$ 4,500.00	\$ 11,962.00	\$ -	\$ 2,325.70	\$ 62,289.70	
0003	Design 75% PS&E																
	Plans			16					\$ 2,320.00								
	Specifications			16				8	\$ 2,840.00	\$ 5,520.00							
	Estimates			4					\$ 580.00								
	Complete Permitting		4	8					\$ 1,820.00								
	QA/QC Review			4					\$ 580.00	\$ 2,592.00							
0003	Subtotal Hours	0	4	48	0	0	0	8	60								
0003	Subtotal Cost	\$ -	\$ 660.00	\$ 6,960.00	\$ -	\$ -	\$ -	\$ 520.00	\$ 8,140.00	\$ 8,112.00	\$ -	\$ -	\$ -	\$ -	\$ 405.60	\$ 16,657.60	
0004	Design Final PS&E																
	Address Comments			8					\$ 1,160.00								
	Finalize PS&E			16				4	\$ 2,580.00	\$ 1,832.00							
									\$ -								
									\$ -								
0004	Subtotal Hours	0	0	24	0	0	0	4	28								
0004	Subtotal Cost	\$ -	\$ -	\$ 3,480.00	\$ -	\$ -	\$ -	\$ 260.00	\$ 3,740.00	\$ 1,832.00	\$ -	\$ -	\$ -	\$ -	\$ 91.60	\$ 5,663.60	
0005	Bid Phase Services																
	Create Bid Documents			4				4	\$ 840.00	\$ 2,710.00							
	Advertise and Manage Bid Documents			4				2	\$ 710.00				\$ 350.00				
	Conduct Bid			2					\$ 290.00								
	Review Bids and Recommend Award			4					\$ 580.00								
0005	Subtotal Hours	0	0	14	0	0	0	6	20								
0005	Subtotal Cost	\$ -	\$ -	\$ 2,030.00	\$ -	\$ -	\$ -	\$ 390.00	\$ 2,420.00	\$ 2,710.00	\$ -	\$ -	\$ -	\$ 350.00	\$ 153.00	\$ 5,633.00	

UNIT RATES \$ 185.00 | \$ 165.00 | \$ 145.00 | \$ 105.00 | \$ 85.00 | \$ 95.00 | \$ 65.00

SUBTOTAL HOURS	0	46	130	0	0	0	46	STE	K Friese	Macias	RKCI	CoxMcLain					
SUBTOTAL COST	\$ -	\$ 7,590.00	\$ 18,850.00	\$ -	\$ -	\$ -	\$ 2,990.00	\$ 29,430.00	\$ 24,668.00	\$ 26,600.00	\$ 11,962.00	\$ 350.00	\$ 3,179.00				

TOTAL \$100,689.00

**KFA MANPOWER/BUDGET ESTIMATE
EAST HERO WAY WATER LINE**

Task		Project Manager Hours	Project Engineer Hours	EIT Hours	CADD Technician Hours	Clerical Hours	Total Labor Hours	Total Labor Cost	Expenses Cost	Total Cost
Lump Sum - Design & Bid Phase										
1	Project Management/Administration	12				8	20	\$2,592		\$2,592
2	Project Design Meetings (3)	6			6		12	\$1,470		\$1,470
3	CADD/Plan Preparation (21 Sheets)	4			88		92	\$7,952		\$7,952
4	Contract Documents and Technical Specifications	12		32		4	48	\$5,020	\$500	\$5,520
5	30%, 75%, 100% Submittals	2		4	8		14	\$1,332	\$500	\$1,832
6	QA/QC of Plans	16					16	\$2,592		\$2,592
7	Bid Phase	8			8		16	\$1,960	\$750	\$2,710
Project Totals		60	0	36	110	12	218	\$22,918	\$1,750	\$24,668

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") between the City Of Leander ("OWNER") and _____, ("Professional"), collectively referred to as the "Parties", is an agreement for the Professional to provide the OWNER with the professional services described in this Contract, for and in consideration of the payment terms and performance obligations herein described. The effective date of this Contract shall be the date set forth on the signature page.

Article 1. Work to be Provided

(a) Professional shall provide Work (the "Work") to OWNER under individual assignments. A general description of the Work required by this Contract includes water and wastewater utility engineering services, design and studies of hydrology and hydraulics, and design and studies of transportation infrastructure. OWNER will provide a written Task Order, including a written Statement of Work describing the tasks to be performed, to Professional for the particular Task and a specific price or a formula by which the price can be determined. No Work is authorized unless authorized representatives of both parties sign such a Task Order. This Contract does not guarantee a minimum amount Professional will be paid or a minimum number of Task Orders.

(b) Notwithstanding anything to the contrary contained in this Agreement, OWNER and Professional agree and acknowledge that OWNER is entering into this Agreement in reliance on Professional's special and unique abilities with respect to performing the Work, and Professional's special and unique abilities with respect to engineering services. The Professional accepts the relationship of trust and confidence established between it and the OWNER by this Agreement. Professional covenants with OWNER to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of OWNER in accordance with OWNER's requirements and procedures, in accordance with the standards of Professional's profession or business. Professional represents that there are no undisclosed obligations, commitments, or impediments of any kind that will or could taint, limit or prevent performance of the Work.

(c) Changes In Scope of Work. OWNER may request additional Work or changes in the Work as the project progresses. If so, changes in the Scope of Work shall be initiated by a written change order signed by an authorized representative of each party. The change order shall describe the Work to be added, changed or deleted and shall state the additional cost or cost reduction and schedule changes, if any. Verbal change orders shall have no effect, except in cases of an emergency threatening personal injury or property damage. The terms and conditions of this Contract may be modified only by a writing signed by an authorized representative of each party.

Article 2. Contract Documents

(a) General Definition. The Contract Documents, in order of precedence consist of:

- ☛ All written Change Orders executed after the effective date of this Contract by an authorized representative of each Party;

- ⌚ Each Task Order executed pursuant to this Contract by an authorized representative of both parties;
- ⌚ The Statement of Work attached to each Task order;
- ⌚ This Contract; and
- ⌚ Any other documents specifically identified as Contract Documents in the General Conditions.

(b) Exclusion from Contract Documents. No term, condition, or provision of any Task Order or other document that conflicts with the terms and conditions contained in this Professional Services Contract will be considered part of the Contract Documents, or otherwise valid, unless expressly provided and accepted in writing by the OWNER.

Article 3. Term

This Contract is for a three (3) year period subject to extension as provided in this Article, but not to exceed a maximum five (5) year period. The primary term begins upon execution of this Contract by an authorized representative of the OWNER and expires in three years. OWNER shall thereafter have the option to extend the contract for up to, but not to exceed, two extended terms of one year each. Any extension by the OWNER shall be effective upon 30 days notice to Professional prior to the end of the then current term. The extension shall be deemed automatically accepted by Professional unless Professional refuses the extension by written notice to OWNER within ten (10) days after the Professional receives the notice of extension from the OWNER.

Article 4. Schedule

Time is an important element of the performance of this contract. Professional will put forth its best efforts to complete the Work in accordance with any deadlines to which the parties agree in any Task Order. Professional agrees to perform all obligations and render the Work set forth in this Contract or any Task Order issued pursuant hereto in accordance with the any timelines included in the Statement of Work, except as the Parties may hereafter mutually agree in writing otherwise. If required by the Statement of Work, a specific work progress schedule will be developed for each individual task in compliance with that Statement of Work.

Article 5. Price

The Price to be paid for Work under any Task Order shall be as agreed in a particular Task Order.

Article 6. Payment

(a) Anything in this agreement to the contrary notwithstanding, all payments to be made by the OWNER hereunder are subject to Ch. 2251 of the Texas Government Code, popularly known as the Prompt Payment Act. Payment in full for invoices shall be due within thirty (30) days from date the invoice is received by OWNER. Invoices paid more than thirty (30) days after the invoice is received are subject to a late charge of 1% per month (12% APR) on the amount of the undisputed past due balance.

(b) Invoices for payment under this Contract shall be sent to:

Wayne S. Watts, P.E.
City Engineer
City of Leander
P.O. Box 319
Leander, Texas 78646-0319

Payments may be based on completion of the Work, fulfillment of milestones, progress payments or any other method that is established in the agreed Statement of Work. In no event shall Professional invoice OWNER more than once monthly.

Article 7. Acceptance of the Work

When Professional can demonstrate that the Work is complete in accordance with the acceptance criteria included in the Statement of Work and so notifies OWNER, OWNER shall review the Work for general compliance with the Contract. If the Work appears to comply with the Contract requirements, and Professional has furnished all required documentation, OWNER shall notify Professional in writing of OWNER's Acceptance of the Work. Acceptance of the Work shall not limit nor diminish Professional's responsibilities, duties and warranties with respect to the Work. The Work shall be performed by the Professional in a manner consistent with good practices for the profession, and the standards and skills of the professionals practicing such profession in Travis County and Williamson County, Texas.

Article 8. Jobsite Inspection

If required by OWNER, Professional's representatives shall observe the jobsite and clearly understand the requirements and risks of the Work to be performed, the jobsite conditions, traffic conditions, the proximity of high-voltage power lines, utilities, and other local conditions likely to affect Professional's performance before accepting any Task Order. Acceptance of a Task Order shall constitute the Professional's certification that it has by observation satisfied itself with respect to all such local conditions and is willing to accept all risks they impose.

Article 9. Independent Contractor

(a) Professional shall perform in all respects as an independent contractor and not as an employee, partner, joint venture or agent of the OWNER. The Work to be performed by Professional shall be subject to the OWNER's review, approval and acceptance as provided in the Contract Documents, but the detailed manner and method of performance shall be under the control of Professional. The accuracy, completeness, and scheduling of the Work and the application of proper means and methods for performance of the Work are entirely the responsibility of Professional. Professional shall be solely responsible for hiring, supervising and paying its employees, subcontractors and suppliers. Professional shall be solely responsible for payment of all (i) compensation, including any employment

benefits, to its employees, (ii) taxes, including withholding for federal income tax purposes, employment and unemployment taxes, and (iii) such other expenses as may be owed to Professional's employees. However, because Professional's Work may be associated in the minds of the public with OWNER, Professional shall ensure that all Work by its employees, subcontractors and agents is performed in an orderly, responsible and courteous manner. Non-citizen workers shall be properly documented.

(b) Upon prior notification to and written approval of OWNER, Professional may hire subcontractors to perform work hereunder. Professional shall be responsible to OWNER for the performance of all such subcontractors. OWNER shall require any and all such subcontractors to sign agreements with Professional that bind the subcontractors to perform subcontracts in accordance with the Contract Documents. Upon the request of OWNER, Professional shall furnish OWNER with copies of such subcontracts. In addition, Professional agrees that it is Professional's responsibility to ensure that such subcontractors make all appropriate tax payments or tax withholding in relation to subcontractor's employees providing work to OWNER through Professional under this Contract. Professional represents that it and its subcontractors are fully trained to perform the tasks required by this Contract and that they need no training by the OWNER. Professional further understands and agrees that it will be responsible to OWNER for the quality and performance of any Work performed by any such subcontractor.

Article 10. Licenses and Permits

(a) Professional shall procure and maintain at its expense all licenses and permits necessary for it to perform the Work.

(b) Professional shall ensure that its subcontractors' and their employees are all properly licensed to perform their respective portions of the Work.

Article 11. Governing Laws, Regulations & Standards

(a) This Contract shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles. In the event of litigation between the Parties arising out of this Contract issued under it, venue for such litigation shall be in a court of competent jurisdiction in Williamson County, Texas.

(b) Professional shall be aware of and shall comply with all non-conflicting Federal, State, and local laws, ordinances, codes (including applicable Professional codes) and regulations applicable to the Work, any equipment to be fabricated and delivered and for compliance with standards and codes of technical societies that have been adopted by law or regulation or compliance with which is required in the Contract Documents. If any of the Work fails to comply with such laws, ordinances, codes, and regulations, Professional shall bear any expense arising from that failure, including the costs to bring the Work into compliance.

(c) Without limiting the generality of the foregoing, during the performance of the Agreement, Professional agrees to comply with all applicable regulations of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of

the Secretary of Labor as they may apply to Equal Employment Opportunity. Professional will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor pursuant thereto, and will permit access to its books, records, and accounts by the cognizant agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Article 12. Intoxicants & Drugs: Employee Conduct

OWNER shall not allow intoxicants or illegal drugs on its jobsite. Professional shall not at any time allow personnel for whom it is responsible on the jobsite if they are under the influence of any substance that may impair their performance. Professional shall promptly remove from the jobsite any person who is or appears to be under the influence of any of these substances or is otherwise unsafe or disorderly. Professional shall ensure that its employees, subcontractors and their employees avoid excessive noise, exceeding speed limits or reckless driving, use of weapons, or trespass on land not owned by or under easement to OWNER. If private property must be entered or crossed to perform the Work, Professional shall obtain permission from the property owner before entering.

Article 13. Risk of Loss

(a) Professional shall bear the expense and risk of loss or damage to work in progress, completed Work, materials, equipment, and all other incidents of the Work prior to Acceptance of the Work. Professional shall promptly replace or repair any loss or damage at its own expense. In the event of substantial loss or damage due to Force Majeure, the schedules shall be equitably extended. Professional shall bear the expense of storage space for stored materials, whether on-site or off-site, and shall bear the risk of loss or damage to all such materials. Professional shall take reasonable precautions to protect the materials from weather damage, burglary, pilferage and similar hazards.

(b) Professional shall bear the risk of loss or damage to its own equipment, tools, supplies and property and those of its subcontractors and suppliers, regardless of the cause of loss or damage throughout the project.

Article 14. Warranties and Representations

(a) **Warranty of Title.** Professional warrants the title to any goods it delivers to OWNER incidental to the performance of the Work and that said goods will be free and clear of all liens, mortgages, security interests or other encumbrances.

(b) **General Warranty of the Work.** Professional represents that all Work shall be performed in a Professional manner consistent with the industry standards and the standards of the profession of Professional. Professional shall correct, without delay and at its own expense, any portion of the Work that does not meet the foregoing warranty and is discovered within one year after Acceptance of the Work by re-performing that portion of the Work. Any repair, replacement, or modification of the Work performed pursuant to the provisions of this paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the Work.

(c) **Intellectual Property Representation.** Professional represents that the Work and the processes used in performing it shall not infringe on any valid United States patent, registered United States copyright, trademark or trade secret.

(d) **Business Standing Warranty.** Professional warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Professional has been duly authorized to act for and bind Professional; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Professional has been duly authorized to act for and bind Professional.

Article 15. General Indemnity

(a) Professional shall hold the OWNER and its councilmember's, officers, employees, agents and professionals harmless from all claims, damages, losses and expenses (jointly, "Claims"), including reasonable attorneys' fees, arising out of, or resulting from or arising under this Agreement, provided that any such liabilities, damage, loss, or expense is caused by the negligent, grossly negligent or intentional act or willful misconduct of Professional, anyone directly or indirectly employed by it, or anyone for whose acts it is legally liable.

(b) To the extent allowed by law, OWNER agrees to indemnify and hold harmless Professional, its directors, officers and employees, from and against any and all losses, claims, attorneys' fees and expenses arising from the negligent act or omission or willful misconduct of the OWNER related to this Contract which causes the death of, injury to or damage to the property of, any person.

(c) If the parties are concurrently negligent, each party's liability shall be limited to that portion of negligence attributable to it as determined under the applicable proportionate responsibility rules of the state of Texas.

(d) Anything to the contrary herein notwithstanding, neither party shall be liable to indemnify the other for the negligence, gross negligence or willful misconduct of the other.

(e) The foregoing indemnity provisions shall be deemed independent covenants and shall survive completion of or any termination of the Agreement or any claimed breach thereof. Professional's indemnity responsibility as specified in this clause shall not include special, incidental, punitive or consequential damages.

Article 16. Intellectual Property Indemnity

(a) Professional shall, at its own expense, defend all suits or proceedings instituted

against OWNER, its officers, agents, employees, or professionals based upon any claim that the Work, or any part thereof, or the process performed thereby constitutes an infringement of either any patent or copyright of the United States or of any trademark or trade secret protected by either federal or state law. Professional shall pay all awards of damages assessed which result from any such claim, suit, or proceeding and shall indemnify and save OWNER harmless against losses, expenses (including reasonable attorney's fees), and damages resulting from any such claim, suit, or proceeding, including obedience to resulting decrees and to resulting compromises for which Professional is legally liable.

(b) If, in any such suit, a restraining order or temporary injunction is granted, Professional shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of any such restraining order or temporary injunction. If, in any such suit, the Work or any part thereof or the process performed thereby is held to constitute an infringement and its use be permanently enjoined, Professional shall at once make every reasonable effort to secure for OWNER a license at Professional's expense authorizing the continued use of the alleged infringing portion of the Work. If Professional is unable to secure such license within a reasonable time, Professional shall, at its own expense and without impairing performance requirements, either provide non-infringing replacements or modify the Work to eliminate the infringement. In addition to indemnifying and saving OWNER harmless, Professional shall reimburse OWNER for any costs incurred as a result of the unavailability of the infringing item or its non-infringing replacement.

(c) Such indemnity shall not apply to infringement claims that are based upon patent, copyright, trademark, or trade secret violations where such information was supplied by OWNER or which were directed for use by OWNER.

Article 17. Indemnity Procedures

With respect to any claim for Indemnity, the following procedures shall apply:

(a) **Notice.** Promptly after receipt by any entity entitled to indemnification of notice of the commencement or threatened commencement of any civil, administrative, or investigative action or proceeding involving a claim in respect of which the indemnities shall seek indemnification, the indemnities shall notify the indemnitor of such claim in writing. No failure to so notify an indemnitor shall relieve the Indemnitor of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee in writing if the indemnitor elects to assume control of the defense and settlement of that claim (a "Notice of Election"). It is specifically provided that any indemnitee may by separate legal counsel participate in any proceeding brought by a third party and raise defenses available to indemnities, without waiving or limiting the benefits of this article or any duty or responsibility of indemnitor; provided that such indemnitee shall not attempt to limit or waive any defenses raised by indemnitor.

(b) **Procedure for Notice of Election.** If the indemnitor delivers a Notice of Election relating to any claim within the required notice period, the indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided, however, that (i) the indemnitees shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, and (ii) the indemnitor shall obtain the prior written approval of the indemnitees before entering into any settlement of such claim or ceasing to defend against such claim. After the indemnitor has delivered a Notice of Election relating to any claim in accordance with the preceding paragraph, the indemnitor shall not be liable to the indemnitees for any legal expenses incurred by such indemnitees in connection with the defense of that claim. In addition, the indemnitor shall not be required to indemnify the indemnitees for any amount paid or payable by such indemnitees in the settlement of any claim for which the indemnitor has delivered a timely Notice of Election if such amount was agreed to without the written consent of the indemnitor.

(c) **Procedure Where No Notice of Election Is Delivered.** If the indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the indemnitees shall have the right to defend the claim in such manner as it may deem appropriate. If the indemnitor fails to deliver a Notice of Election for any claim for which indemnitor is obligated to indemnify the indemnitees pursuant to the terms of this Agreement, then the indemnitor will be solely responsible for any and all costs and expenses incurred by the indemnitees in defending such claim and the indemnitor shall promptly reimburse the indemnitees for all such costs and expenses.

Article 18. Insurance

Professional shall obtain and maintain the insurance coverage specified below on an occurrence-basis and shall provide to Owner an insurance certificate listing the coverage before starting work on any OWNER property. **THE COVERAGE SHALL NOT BE CONSTRUED AS ESTABLISHING OR LIMITING PROFESSIONAL'S LIABILITY UNDER THE INDEMNITY PROVISION.** OWNER shall be listed as an "additional insured" on all policies other than the Workers Compensation and Professional Liability policies. Professional for itself and its insurers hereby waive subrogation against OWNER, its affiliates, their Boards of Directors, Directors, officers, employees and agents. Professional's failure to maintain the required insurance coverage at any time during the contract period may be grounds for OWNER to suspend the Contract and withhold payment until insurance coverage is satisfactory.

	<u>Type of Insurance</u>	<u>Minimum Coverage</u>
(a)	<u>Workers' Compensation</u>	
	Coverage A -	statutory
	Coverage B -	\$250,000 employer's liability
(b)	<u>General Liability</u>	
	Bodily Injury	\$500,000 per person
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$1,000,000 per occurrence

- (c) Automobile Liability
(including owned or leased vehicles and heavy equipment)

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

The automobile liability coverage shall apply to owned, non-owned, hired and leased vehicles. Before work begins, a certificate of all required insurance shall be filed with Project Manager of OWNER.

- (d) Professional Liability \$1,000,000 per occurrence

Article 19. Force Majeure

(a) The nonperformance or delayed performance by Professional or OWNER of any obligation under the Agreement shall be excused if such nonperformance or delay is caused by an event beyond the control of the affected party ("Force Majeure"), except to the extent that Professional knew of or should reasonably have been able to foresee such an event and failed to take reasonable measures to avoid the event. Items beyond the control of the parties include, but are not limited to: acts of war, acts of a public enemy; acts of domestic or foreign terrorism, natural disasters; strikes, epidemics or quarantine restrictions; riot, or sabotage; and acts of civil or military authority having jurisdiction.

(b) Upon occurrence of a Force Majeure, the date for performance of the Work shall be extended for a period equal to the time lost by reason of the delay, provided Professional or OWNER has taken reasonable steps to proceed with the performance of the Agreement and has made written notification of such delay and of any corrective action taken. Professional shall not be entitled to any increase in compensation by reason of Force Majeure.

(c) The following delays shall not constitute excusable delays in performance by Professional and shall not constitute a reason for extending the date for performance of the Work:

1. Delays by subcontractors or by suppliers for reasons other than Force Majeure;
2. Delays in approval of documentation because of inadequate performance or to unrealistic approval schedules;
3. Delays caused by Professional's lack of sufficient personnel with the necessary skills.

Article 20. General Safety, Environmental and Site Operations Requirements

(a) Safety. All parts of this Contract shall be performed in strict accordance with the safety requirements of applicable codes and statutes, federal, state, and local requirements, and the best industry practice. Professional is solely responsible in its procedures for the safety of its jobsite personnel, equipment, and properties involved in this project, including Professional's subcontractors. However, Professional is not responsible for jobsite safety of others, including Construction Contractor personnel or Construction Contractor means, methods, or procedures.

(b) Environmental. Professional is solely responsible for all costs incurred by OWNER for any spills or leaks caused by Professional or its subcontractors or sub consultants during performance of, or in connection with, the Work. Without limiting the foregoing sentence, Professional shall be responsible for all costs incurred to contain, remediate, and restore the site of the spill according to applicable state and federal laws and regulations, and if on OWNER's property, according to OWNER's requirements.

OWNER shall be responsible for all notifications required by and federal, state, or local law or regulation. Professional shall immediately notify OWNER with the nature and location of the spill. Professional shall provide a written report to OWNER whose representative shall identify the substance, quantity released, location of the spill, and perform clean up and remediation activities. If the spill occurs off OWNER's property, then the Professional shall also notify the OWNER of any agencies notified and the representatives of the agencies contacted. The report shall be a narrative that summarizes on-scene activity and remediation efforts. If long-term remediation will be required, it shall be noted in the report. The initial report shall be provided to OWNER within 24 hours after the incident. Follow-up reports shall be provided to OWNER weekly until remediation efforts have been completed and the spill has been properly remediated.

PROFESSIONAL SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY AND ALL LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIATION COSTS, FINES, PENALTIES, COURT COSTS, AND ATTORNEY'S FEES RESULTING FROM SPILLS, RELEASES, IMPROPER HANDLING AND/OR DISPOSAL OF WASTES CAUSED BY PROFESSIONAL, ITS SUBCONTRACTORS, AND/OR SUBCONSULTANTS.

Article 21. Assignment

This Contract is to be considered a personal Work Contract. Professional may not assign this Contract without the consent of OWNER. Any permitted assignee must notify the OWNER in writing that it accepts the assignment on the same terms and conditions contained in this Contract. No permitted assignment shall limit Professional's responsibility for performance of this contract. Attempted assignment or delegation of this Contract, including obligations under it, without the written consent of OWNER shall be void, and not merely voidable.

Article 22. Termination for Convenience

(a) OWNER shall have the right to terminate this Contract for its convenience at any time. After receipt of the notice of termination, the Professional shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

1. Stop all ongoing Work.
2. Place no further subcontracts or orders for materials or Work.
3. Terminate all subcontracts.
4. Cancel all materials and equipment orders, as applicable.
5. Take any action that is necessary to protect and preserve all property related to this Contract that is in the possession of the Professional.

(b) In the event of a termination under paragraph (a) of this Article, OWNER shall pay equitable termination charges, for all billable time expended or portions of Work completed (as applicable) and materials purchased, and if the Work includes construction profit on completed portions, and out-of-pocket costs that have been reasonably incurred by Professional as a result of terminating this Contract. OWNER shall not be liable in connection with any termination under this Article for special, incidental, consequential, or punitive damages, or for loss of anticipated future work, anticipated profits, administrative costs or overhead on anticipated work, or other indirect costs.

Article 23. Termination for Cause

(a) The occurrence of any one or more of the following events will constitute an event of default:

- (1) Professional's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers, suitable materials or equipment, or to adhere to project schedules as adjusted from time to time pursuant by the parties);
- (2) Professional's disregard of applicable laws or regulations;
- (3) Professional's disregard of the authority of OWNER's Representative;
- (4) Professional's violation in any substantial way of any provisions of the Contract Documents;

(5) Failure of Professional to pay subcontractors and/or material suppliers; or

(6) Professional's violation of OWNER's ethics policy.

(b) If one or more of the events identified in paragraph (a) occur, OWNER may terminate this Agreement, if after giving Professional (and the surety, if any) seven (7) calendar days prior written notice, unless such event of default shall have been cured.

(c) If this Contract has been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against Professional or any surety then existing or which may thereafter accrue. No retention or payment of moneys due Professional by OWNER will release Professional from liability.

(d) In such a circumstance, OWNER shall notify Professional in writing of the termination, with copies of the notice to OWNER's jobsite personnel. Upon notice of termination, Professional and its subcontractors shall promptly stop the Work and allow OWNER to take possession of the jobsite including any equipment and materials identified to the project (whether stored on-site or off-site), after securing the jobsite from safety and environmental hazards.

Article 24. Suspension

(a) OWNER may, at any time and at its sole option, suspend all or any portions of the Work to be performed under this Agreement by providing ten (10) calendar days written notice to the Professional. Upon receipt of any such notice, Professional shall:

1. Immediately discontinue the Work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, Work, or facilities with respect to the suspended portion of the Work, other than to the extent necessary to protect any portion of the Work already performed.
3. Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to OWNER, of all orders, subcontracts, and rental agreements to the extent that they relate to performance of the portion of Work suspended by the notice.
4. Continue to protect and maintain the portion of the Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
5. Continue to perform Professional's obligations for the portions of the Work not suspended.

(b) As full compensation for such suspension, Professional will be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs actually result from such suspension of Work.

1. A reasonable standby charge to be negotiated between OWNER and the Professional sufficient to compensate Professional for keeping (to the extent required in the notice) its organization and equipment committed to the Work in a standby status.
2. All reasonable costs associated with demobilization of Professional's facility, forces, and equipment.
3. A reasonable amount to be negotiated between OWNER and the Professional to reimburse the Professional for the cost of maintaining and protecting that portion of the Work upon which activities have been suspended.
4. All billable time reasonably extended or portions of Work completed (as applicable) prior to the suspension, materials purchased, and if the Work includes construction profit on completed portions, and out-of-pocket costs that have been reasonable incurred by Professional.

(c) Upon receipt of notice to restart the suspended portion of the Work, Professional shall immediately resume performance on the suspended portion of the Work to the extent required in the notice. Within 14 calendar days after receipt of notice to restart the suspended portion of the Work, the Professional shall submit a revised schedule for approval by OWNER. If, as a result of any suspension, the cost to Professional of subsequently performing the Work or the time required to do so is changed, a claim for an adjustment in the contract price may be made. Any claim on the part of Professional for change in price or extension of time shall be made in accordance with this Agreement.

Article 25. Dispute Resolution

The Parties agree that in the event of a dispute concerning the performance or non-performance of any obligations flowing from or as a result of this Contract and prior to the initiation of any litigation, the Parties will voluntarily submit the dispute to the Travis County Dispute Resolution Center for mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. ANN., (Vernon's 1986). No record, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this article has been complied with in good faith by a party. The use of such center shall not be or constitute a waiver of venue.

Article 26. Notices

All notices or other communications required under this Contract may be made either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

Owner: Wayne S. Watts, P.E.
City Engineer
City Of Leander
P.O. Box 319
Leander, TX 78464-0319

Professional: _____

Article 27. Titles and Section Headings

The titles and section headings of this Contract are included for convenience only and shall not be deemed to constitute a part of this Contract.

Article 28. Interpretation and Reliance

While this Contract form was initiated by OWNER, Professional had the opportunity to take exception to and seek clarification of it. Thus, this Contract is the product of negotiations between the Parties. No presumption will apply in favor of any party in the interpretation of this Contract or in resolution of any ambiguity of any provision.

Article 29. Failure to Act

No action or failure to act by either party shall be a waiver of a right or duty afforded under the Contract, nor shall such action or failure to act constitute a breach of this Contract, except as specifically agreed to in writing.

Article 30. Contract Non-Exclusive

The Contract is not exclusive. Professional has the right to perform Work for others during the term of the Contract, and OWNER has the right to hire others to perform the same or similar tasks.

Article 31. Third Party Beneficiaries

There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the Parties and their permitted successors and permitted assigns.

Article 32. Mitigation of Damages

In all cases the Party establishing or alleging a breach of contract or a right to be indemnified in accordance with this Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred, provided that it can do so without unreasonable inconvenience or cost.

Article 33. Severability

This Contract is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Contract if it can be given effect without the invalid parts.

Article 34. Integration & Contract Modification

This Contract contains the entire and integrated agreement between Professional and OWNER as to its subject matter and supersedes all prior negotiations, correspondence, understandings, representations and agreements, written or oral, related to it. In case of conflict between the terms and conditions of this Contract and those of any standard sales forms presented by Professional or such forms appearing in or referenced by Professional's bid or proposal, the terms and conditions of this Contract shall prevail. The terms and conditions of this Contract can be modified only by a writing signed by an authorized representative of both Professional and OWNER.

Executed to be effective as of the ____ day of _____, 2014.

City of Leander: _____:

By: _____

Chris Fielder, Mayor

By _____

Name: _____

Title: _____

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. STE-1

This will constitute authorization by the City of Leander, Texas (Owner), for Smith Turrieta Engineering, Inc., Austin, Texas (Engineer), to proceed with the following described engineering services.

EAST HERO WAY 12 INCH WATER LINE PROJECT

A. PROJECT DESCRIPTION

The City of Leander has requested that STE perform the design of East Hero Way Waterline Improvements. The proposed project will extend a 12-inch diameter water line approximately 4,500 LF from 183A to the east. The line includes a trenchless crossing of 183A, and open cut construction along Hero Way. This Scope of services is based on a Lump Sum contract.

B. SCOPE OF SERVICES

STE will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

STE will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the East Hero Way Water Line Project shall be on a full lump sum basis of \$100,689. A Manpower/Budget Estimate is attached. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Design phase services are anticipated to take approximately 4 months.

STE will begin work as soon as authorized and as services are requested. Design and construction phase services are anticipated to be **completed within 16 months after notice to proceed.**

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest _____

Date _____

ACCEPTED:

SMITH TURRIETA ENGINEERING

By _____

Susan Turrieta, P.E.
President

Attest _____

Date _____



Executive Summary

June 19, 2014

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

Background: Council approved a contract with M. Arthur Gensler & Associates, Inc. (Gensler) on December 5, 2013 to develop a marketing and branding program for the TOD.

Gensler held a visioning session with Council and stakeholders on January 13, 2014. On March 6, 2014 Gensler presented the brand platform and naming strategy to Council.

Based upon direction at the March 6, 2014 Council meeting, Gensler prepared logo design concepts and a mock up of a marketing brochure and web site concept that was presented by staff at the May 1, 2014 meeting.

Based upon the Council feedback on the draft materials, Gensler and staff have worked to incorporate the feedback into revised materials that will be presented as part of this agenda item.

Origination: Staff

Financial Consideration: None.

Recommendation: Staff recommends approval of the final TOD marketing and branding materials.

Attachments:
1 - Revised logo
2 - Revised brochure
3 - Revised web site layout (<http://www.destinationleander.com>)

Prepared By: Tom Yantis, AICP
Development Services Director

06/04/14



Executive Summary

June 19, 2014

Agenda Subject:	Consider appointment of Mayor Pro-Tem
Background:	Each year following the General Election date the City Council will elect one of its members to be Mayor Pro-Tem for a one (1) year term.
Financial Consideration:	None
Recommendation:	A member of the City Council will be selected to serve as Mayor Pro-Tem for 2014/15
Attachments:	None
Prepared By:	Debbie Haile TRMC City Secretary

RESOLUTION NO. _____

5.217 acre tract – Gross property

A RESOLUTION OF THE CITY OF LEANDER, TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING THE USE OF EMINENT DOMAIN TO CONDEMN IF NECESSARY FEE SIMPLE TITLE TO THAT CERTAIN 5.217 ACRE TRACT IN TRAVIS COUNTY TEXAS OWNED BY CATHY AND GARY GROSS, FOR THE PUBLIC PURPOSE OF CONSTRUCTING A PERMANENT DEEP WATER INTAKE FACILITY AND RELATED APPURTENANCES; AUTHORIZING CITY'S AGENTS, REPRESENTATIVES, AND/OR EMPLOYEES TO TAKE STEPS NECESSARY TO DETERMINE THE LOCATION OF LAND NEEDED FOR SAID FACILITY AND TO TAKE STEPS NECESSARY TO ACQUIRE SUCH PROPERTY; AND PROVIDING FOR RELATED MATTERS

WHEREAS, in order to promote public health, safety, and welfare, the City of Leander (“City”) in its capacity as a constituent member of the Brushy Creek Regional Utility Authority (“BCRUA”) hereby finds that public convenience and necessity require acquisition of the following parcel of land in fee simple for the public use of excavating for, laying, constructing, operating, maintaining, replacing, removing, upgrading and repairing a permanent raw water intake facility and related appurtenances, including but not limited to a subsurface tunnel, maintenance building, electrical lines and communication lines (the “Project”), and further for the use of any and all excavated materials from the Property for the City’s use during the Project on the following real property in Travis County, Texas, to wit:

That certain 5.217 acre (227,259 square foot) tract of land, more or less, situated in the John Stewart Survey No. 551 and the Robert Foster Survey No. 31, Travis County, Texas; said 5.217 acre tract being comprised of a portion of Tract 1, all of Tract 2 (called 1.069 acres) and a portion of Tract 3 (called 10.068 acres) with all 3 tracts being described in a Warranty Deed to Gary L. Gross and wife, Cathy L. Gross, as recorded in Volume 11546, Page 1498 of the Real Property Records of Travis County, Travis (R.P.R.T.C.T.), and also being a portion of that certain called 5.163 acre tract of land described in a Special Warranty Deed to Gary L. Gross and wife, Cathy L. Gross, as recorded in Volume 12817, Page 1043, R.P.R.T.C.T.; said 5.217 acre tract of being more particularly described by metes and bounds and sketch in the attached Exhibit “A,” made a part hereof for all purposes, which 5.217 acre tract is referred to herein as the “Property.”

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City to lay out the Project and acquire the necessary right-of-way upon, over, under and across the Property for the public use of excavating for, laying, constructing, operating, maintaining, replacing, removing, upgrading and repairing a permanent raw water intake facility and related appurtenances, including but not limited to a subsurface tunnel, maintenance building, electrical lines and communication lines; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Property and the Project; and

WHEREAS, in order to acquire the Property, it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Property for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

Now, THEREFORE, be it RESOLVED by the City Council of the City of Leander, Texas:

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of fee simple title to the Property for the public use of excavating for, laying, constructing, operating, maintaining, replacing, removing, upgrading and repairing a permanent raw water intake facility and related appurtenances, including but not limited to a subsurface tunnel, maintenance building, electrical lines and communication lines.
2. That in order to promote the public health, safety, and welfare, public convenience and necessity further require the City's acquisition and use of any and all earthen materials that may be excavated from the Property for any purposes related to the Project.
3. That the City's agents, representatives, or employees are hereby authorized to:
 - a. Lay out the exact location of the land area needed from the Property or other properties;
 - b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right-of-way, and the construction of the water supply infrastructure improvements and appurtenances;
 - c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right-of-way, and to conduct tests;
 - d. Negotiate with the owners of any such properties for the purchase thereof;
 - e. To purchase the Property, and execute all documents necessary to acquire such rights-of-way over the Property, all subject to express approval of the specific, negotiated terms by the City Council;

- f. Initiate eminent domain proceedings against the owner(s) of the Property for fee simple title to the Property in the event the owner(s) fail to accept a bona fide offer to purchase the Property; and
 - g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.
3. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of the Property are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.
 4. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Leander, Texas.
 5. This resolution shall be effective immediately upon adoption.

RESOLVED by the City Council of the City of Leander this ____ day of _____, 2014.

THE CITY OF LEANDER, TEXAS

ATTEST:

THE CITY OF LEANDER:

Debbie Haile, City Secretary

By: _____
Christopher Fielder, Mayor

