AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ September 4, 2014 at 7:00 PM

Mayor – Christopher Fielder	**Place 4 – Ron Abruzzese**
Place 1 – Andrea Navarrette	**Place 5 – Jason Dishongh**
Place 2 – Kirsten Lynch	**Place 6 – David Siebold**
Place 3 – Simon Garcia (Mayor Pro Tem)	**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: Regular Meeting August 21, 2014

6. Second reading of an Ordinance on Zoning Case #14-Z-018: amending Ordinance #05-018, the Composite Zoning Ordinance for several tracts of land generally located to the northeast of the intersection of Hwy. 183A & E. San Gabriel Pkwy., Leander, Williamson County, Texas

7. Second reading of an Ordinance on Zoning Case #14-Z-022: amending Ordinance #05-018, the Composite Zoning Ordinance for several tracts of land generally located 1,350 feet east from the northeast corner from the intersection of N Bagdad Road and Old 2243 West, Leander, Williamson County, Texas

8. Second reading of an Ordinance of the City of Leander, Texas, annexing the 9.999 acres, more or less, Parker tract, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters

9. Dedication and Acceptance of Crystal Falls Town Center – Lot 3 – Block A Water and Wastewater Improvements

10. Dedication and Acceptance of Grand Mesa at Crystal Falls Section 7 Water Line Extension

11. Dedication and Acceptance of Grand Mesa at Crystal Falls II Section 7A, Water, Streets and Drainage Improvements

12. Dedication and Acceptance of Subdivision Infrastructure Improvements for Vista Ridge Phase 2

13. Dedication and Acceptance of Subdivision Infrastructure Improvements for Villas at Vista Ridge

PUBLIC HEARING: ACTION

14. **Public Hearing** on Zoning Case #14-Z-023: Consider a zoning change for 0.07 acre tract of land, more or less, generally located 1,300 feet from the northeast corner of the Intersection of Ronald W. Reagan and County Road 177 from Interim SFS-2-B, Single Family Suburban, to LO-2-B, Local Office, Leander, Williamson County, Texas. *Applicant: John Zamora on behalf of RockPointe Church*

    Action on Zoning Case #14-Z-023: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land located 1,300 feet from the northeast corner of the intersection of Ronald W. Reagan and County Road 177, Leander, Williamson County, Texas

REGULAR AGENDA

15. Consider Standard Professional Services Agreement and Task Order MSE-1 with M&S Engineering, LLC., for professional services for East Street Roadway Improvements Project

16. Consider a Joint Venture with the City of Cedar Park for Interim Raw Water Intake Facilities Relocation Activities for Phase C which consists of Engineering Services and Easement Acquisition

17. Consider PEC Transmission Facilities Relocation Contract for Hero Way (Old 2243 West) Roadway Improvements Project

18. Consider Resolution Authorizing Participation in a Coalition of Similarly Situated Cities in Proceedings Before the Railroad Commission of Texas and the Texas Legislature Related to the City's Authority To Effectively Review And Regulate Utility Rates

19. Council Members Closing Statements

20. 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 29th day of August, 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 ~ August 21, 2014 at 7:00 PM

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

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

2. Roll Call
   All present

3. Staff Comments
   No staff Comments

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins
   Stan Holcomb , 1301 Still Meadow Drive, recommended Jennifer Jones for the position on The Public Arts Commission

5. Proclamation recognizing the Leander Fire Department
   This item sponsored by Mayor Pro Tem Garcia
   Mayor Pro Tem Garcia read the Proclamation and it was presented to Chief Bill Gardner and members of the Leander Fire Department

CONSENT AGENDA: ACTION

6. Approval of the minutes: Regular Meeting August 7, 2014

7. Second Reading of an Ordinance on Zoning Case #14-Z-008: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel of land located at 17400 Ronald Reagan Blvd., Leander, Williamson County, Texas

8. Second Reading of an Ordinance on Zoning Case #14-Z-011: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land generally located at 1001 CR 280, Leander, Williamson County, Texas

9. Second Reading of an Ordinance of the City of Leander, Texas, annexing 121.748 acres, more or less, out of the Charles Cochran Survey, Abstract No. 134, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters

10. Second Reading of an Ordinance of the City of Leander, Texas, annexing all those certain tracts or parcels of land being 41.669 acres, more or less, located Hero Way east of CR 270 in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters

    Mayor Fielder pulled item # 10 from the consent agenda
    Motion made by Council Member Navarrette to approve items #6 through # 9. Second by Council Member Dishongh. Motion passes, all voting "aye"

    Mayor Fielder announced that we had a request to speak on item # 10 from Karen Hickam at 3150 Hero Way. Karen Hickam withdrew her request to speak.

    Motion made by Council Member Siebold to approve item # 10. Second by Council Member Garcia. Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

11. **Public Hearing** on Zoning Case #14-Z-018: Consider a zoning change for several tracts of land generally located to the northeast of the intersection of Hwy. 183A & E. San Gabriel Pkwy. For 490 acres, more or less from PUD/TOD, Planned Unit Development/Transit Oriented Development to an amended PUD, Planned Unit Development, Leander, Williamson County, Texas
    Tom Yantis, Director of Development Services explained

    Tommy Tucker – Applicant explained the proposed project

    Action on Zoning Case #14-Z-018: amending Ordinance #05-018, the Composite Zoning Ordinance for several tracts of land generally located to the northeast of the intersection of Hwy. 183A & E. San Gabriel Pkwy., Leander, Williamson County, Texas

    Motion made by Council Member Lynch to approve with the P&Z recommendation of only 4 locations for food trucks. Second by Council Member Siebold. Motion passes, all voting "aye"

12. **Public Hearing** on Zoning Case #14-Z-022: Consider a zoning change for several tracts of land generally located 1,350 feet east from the northeast corner from the intersection of N. Bagdad Road and Old 2243 West for 28.5 acres, more or less from HC-4-D, Heavy Commercial to GC-4-D, General Commercial and MF-2-B, Multi Family, Leander, Williamson County, Texas
    Tom Yantis, Director of Development Services explained

    No speakers

    Action on Zoning Case #14-Z-022: amending Ordinance #05-018, the Composite Zoning Ordinance for several tracts of land generally located 1,350 feet east from the northeast corner from the intersection of N Bagdad Road and Old 2243 West, Leander, Williamson County, Texas

    Motion made by Council Member Lynch to approve GC-3-C and MF-2-B. Second by Council Member Dishongh. Motion passes, all voting "aye"

REGULAR AGENDA

13. Second reading of an Ordinance on Zoning Case #14-Z-020: amending Ordinance #05-018, the Composite Zoning Ordinance for five tracts of land generally located at 3034 Hero Way approximately 3,330 feet to the east of the intersection of Hero Way and 183A Toll Road Leander, Williamson County, Texas
Tom Yantis, Director of Development Services explained

Denise Lewis, 3336 Hero Way – spoke against
Andrew Lewis, 3336 Hero Way – spoke against
Karen Hickam, 3150 Hero Way – spoke against

Motion made by Council Member Navarrette to approve. Second by Council Member Abruzzese.

Substitute Motion by Council Member Siebold to approve with the first 200' as HC-3-B on San Gabriel and Hero Way. Motion fails for lack of a second.

Mayor Fielder asked for a vote to call the question. Vote is unanimous.

Council moved back to original motion which passes, 5 to 2 with Mayor Fielder and Council Member Siebold voting against.

14. Second reading of an Ordinance on Zoning Case #14-Z-021: amending Ordinance #05-018, the Composite Zoning Ordinance for two tracts of land located at 2937 Hero Way, Leander, Williamson County, Texas
Tom Yantis, Director of Development Services explained

Motion made by Council Member Dishongh to approve. Second by Council Member Navarrette. Motion passes, 5 to 2 with Mayor Fielder and Council Member Siebold voting against.

15. Second reading of an Ordinance on Zoning Case #14-Z-009: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel of land located to the southwest of the intersection of Crystal Falls Parkway & Christine Drive, Leander, Travis and Williamson Counties, Texas
Tom Yantis, Director of Development Services explained

Motion made by Council Member Siebold to approve. Second by Council Member Navarrette. Motion passes, 5 to 2 with Council Members Dishongh and Abruzzese voting against.

16. First reading of an Ordinance of the City of Leander, Texas, annexing the 9.999 acres, more or less, Parker tract, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.
Tom Yantis, Director of Development Services explained

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

17. First reading of an Ordinance of the City of Leander, Texas, annexing the 113.372 acres, more or less, Garlock and Christianson tracts, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.
Tom Yantis, Director of Development Services explained

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

18. Consider a development agreement between the City of Leander and NK Land Development, LLC for 90 acres more or less, generally located ¾ of a mile to the east of the intersection of 183A Toll Road and RM 2243, on the south side of RM 224, encompassing the property known as the Marbella Subdivision within the city limits of the City of Leander, Williamson County, Texas
Tom Yantis, Director of Development Services explained

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

19. Consider a development agreement between the City of Leander and RJ Madden, Inc for 66.198 acres more or less, generally located 1,000 feet to the east of the northeast corner of the intersection of 183A Toll Road and E. Woodview Drive, encompassing the property known as the Stewart Crossing Subdivision within the city limits of the City of Leander, Williamson County, Texas
Tom Yantis, Director of Development Services explained

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

20. Receive Effective & Rollback Tax Rate Calculations for FY 2014-15
Robert Powers, Finance Director explained

Council received the Effective & Rollback Tax Rate Calculations for FY 2014-15

21. Presentation on the FY 2014-15 Proposed Budget
Kent Cagle, City Manager gave the presentation

22. Consider a Proposal to Adopt a Tax Rate for FY 2014-15
Robert Powers, Finance Director explained

Motion made by Mayor Fielder to move to place the proposed tax rate for FY 2014-15 of 65.292 cents per $100 valuation on the agenda of a future meeting as an action item. Second By Mayor Pro Tem Garcia. Motion passes, all voting "aye"

23. Schedule Two Public Hearings on a Proposal to Adopt a Tax Rate for FY 2014-15
Robert Powers, Finance Director explained

Motion made by Mayor Fielder to move to schedule two public hearings on September 4, 2014 (regular City Council meeting beginning at 7:00 p.m.) and September 11, 2014 (special called City Council meeting beginning at 6:00 p.m.) to consider a proposal to adopt a tax rate of 65.292 cents per $100 valuation. Second by Mayor Pro Tem Garcia. Motion passes, all voting "aye"

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

25. Adjournment
With there being no further business, the meeting adjourned at 9:26 pm

Attest:

_____ _____

Christopher Fielder, Mayor Debbie Haile, City Secretary

Executive Summary

September 04, 2014

Agenda Subject: Zoning Case 14-Z-018: Consider action on the rezoning of several tracts of land generally located to the northeast of the intersection of Hwy 183A & E San Gabriel Pkwy. for 490 acres more or less; WCAD Parcels R032104, R032237, R485832, R485833, R485834, R032103, R032211, R032196, R525991, and R525993. Currently, the property is zoned PUD/TOD (Planned Unit Development/Transit Oriented Development) and the applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas.

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

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

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the Bryson PUD with the following condition at the August 14, 2014 meeting.

1. The number of food trailer locations shall be limited to four or less.

The City Council unanimously approved the Planning & Zoning Commission recommendation at the August 21, 2014 meeting.

Attachments:

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

Prepared By: Tom Yantis
Development Services Director 08/22/2014

PLANNING ANALYSIS

ZONING CASE 14-Z-018
BRYSON PUD

GENERAL INFORMATION

Owner: Crescent Leander TX, LLC.

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

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

Size and Location: The property is generally located to the east of 183 A Toll and north of East San Gabriel Parkway and includes approximately 490 acres.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Developed Large Lot Single-Family Homes in the ETJ
EAST	OCL	Developed Large Lot Single-Family Homes in the ETJ
SOUTH	PUD/TOD	Undeveloped Land located in the TOD
WEST	PUD/TOD	Undeveloped Land located in the TOD

COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS

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

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for the design of a development which permits a mixed-residential community. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

COMPREHENSIVE PLAN STATEMENTS:

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

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

ANALYSIS:

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a mixed residential community that will include a variety of housing types as well as multi-family and local commercial development. The proposal includes detached residential lot widths ranging from as narrow as forty-five (45') feet to over seventy (70') feet wide and attached townhomes and apartments. In addition, no more than twenty (20%) percent of the Mixed Use area can be developed for local commercial uses. The applicant has incorporated the mixture of residential districts in a well integrated neighborhood plan providing a variety of lot sizes within the same neighborhood.

The PUD proposal includes the following base zoning districts: SFS-2-A (Single-Family Suburban), SFU-2-A (Single-Family Urban), SFC-2-A (Single-Family Compact), SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhome), MF-2-A (Multi-Family), and LC-2-A (Local Commercial).

The table below identifies the proposed development standards for the residential zoning districts, setbacks, and lot sizes for this project. The primary difference between the Composite Zoning Ordinance and the proposed PUD is the lot size and the setbacks associated with the SFL-2-A district. The ordinance currently requires the lot width to be 41 feet and the minimum lot size to be 4100 square feet. The applicant is proposing a reduced lot size and rear setback for

this district if a an alley loaded product is proposed. The proposal includes increased dwelling sizes and lot depths for the different districts. The overall project is limited to 1,261 single family units and 500 multi-family units. In addition, the PUD requires a minimum of 375 SFS lots and limits the SFC to 575, SFL to 200, and SFT to 213 units.

RES District Minimum Standards		SFL (Rear Load)	SFL	SFC	SFU	SFS
Interior Lot	Lot Width	35	45	50	60	70
	Lot Depth	100	125	125	125	125
	Lot Area	3500	5625	6250	7500	8750
Corner Lot	Lot Width	45	55	60	70	80
	Lot Depth	100	125	125	125	125
	Lot Area	4500	6875	7500	8750	10000
	Building Square Footage	1050	1050	1400	1800	2100
	Side Yard Setback	5	5	5	5	5
	Rear Yard Setback	5	15	15	15	15
	Street Side Building Setback	15	20	20	20	20
	Street Side Garage Setback	-	25	25	25	25
	Street Side Porch Setback	10	15	15	15	15

All residential properties within the RES and MU district shall comply with the Type A Architectural Component unless they substantially conform to the Craftsman, Farmhouse or similar style included within the PUD. This provision does not apply to LC uses or traditional apartments.

ADDITIONAL VARIATIONS

The applicant is requesting the following variations from the City Ordinances:

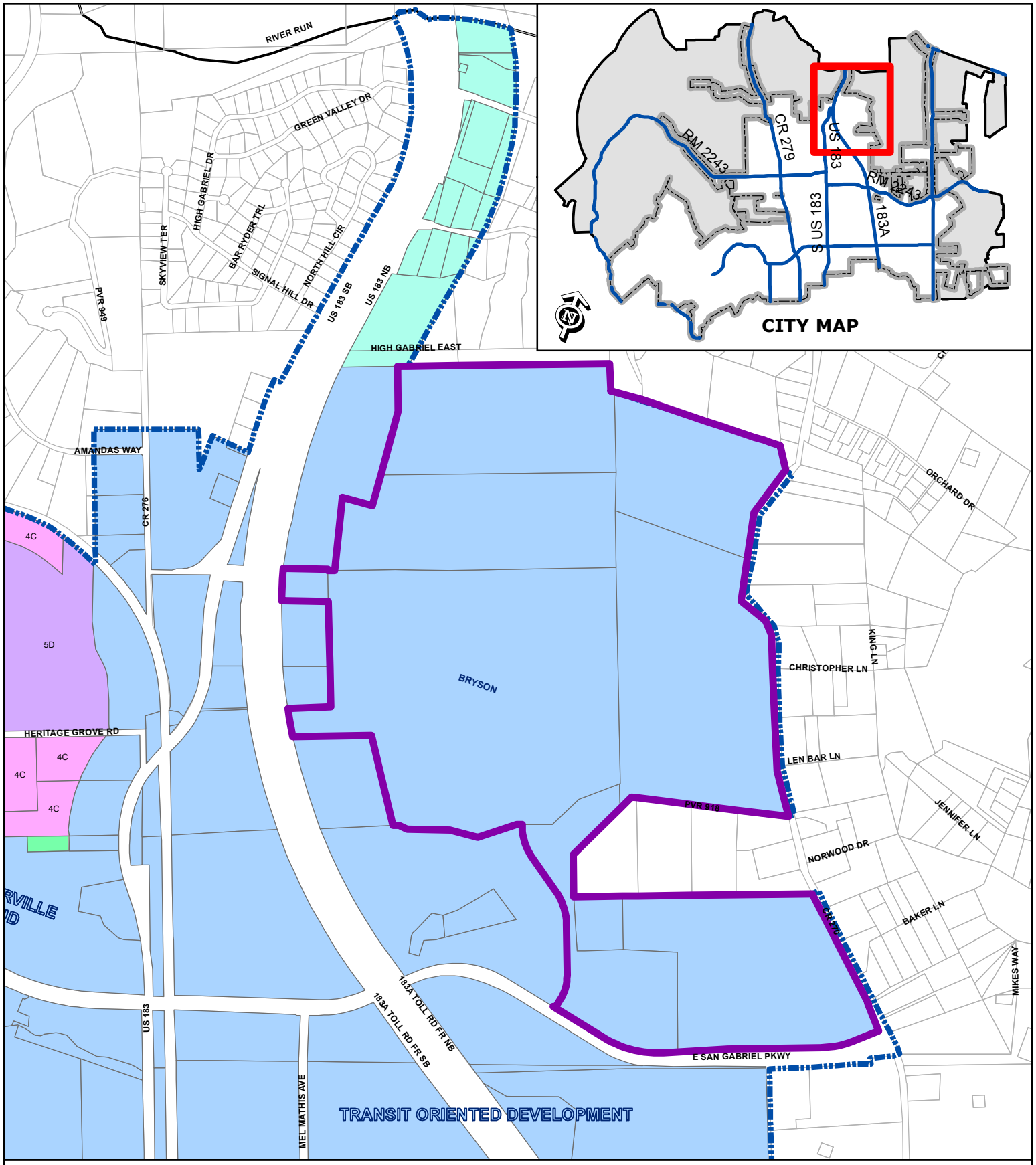
- Allowing temporary model home parking areas and permitting crushed granite as the parking lot material with a time frame of 10 years. Currently, we require a special use permit to be submitted and reviewed by Planning & Zoning Commission and City

Council. Including this provision, would waive the requirement for the special use permit.

- Allowing tertiary entrance signs at entryways into sections within the PUD and are permitted only in subdivisions that exceed 50 acres. They may be used to identify various sections that are 15 acres or greater in size in order to enhance direction within the PUD. Currently, the ordinance requires that the sections are a minimum of 25 acres in size. In addition, they are requesting to increase the sign face from 10 square feet to 12 square feet.
- Allowing decorative poles with energy efficient LED light fixtures. A license agreement will also be required to allow the decorative poles.
- Allowing banner signs advertising the community and HOA events on the light poles. This signs will be limited 3' wide by 6' tall or 18 square feet.
- Allowing a 8' wide decomposed granite trail with a 6" concrete ribbon in lieu of a sidewalk along collector streets. A license agreement will be required.
- Allowing the use of cementious fiber or board and batten materials to qualify as masonry when homes are constructed a specific architectural style.
- Allowing garages to extend up to 5' past the dwelling on lots that are greater than 60' wide.
- Allowing licensed food trailers on HOA property and parks.
- Limiting the fencing adjacent to greenbelts to tubular metal or split rail.
- Requiring additional landscaping for residential development.

STAFF RECOMMENDATION:

Staff recommends approval of the requested PUD. The proposed PUD promotes more flexibility with the location of the single-family districts and incorporates a mixture of multi-family, single-family townhome and local commercial. This application effectively utilizes composite zoning to incorporate a variety of land uses while maintaining high form standards. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.



ZONING CASE 14-Z-018

Attachment #2

Current Zoning Map
Bryson PUD

N

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

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

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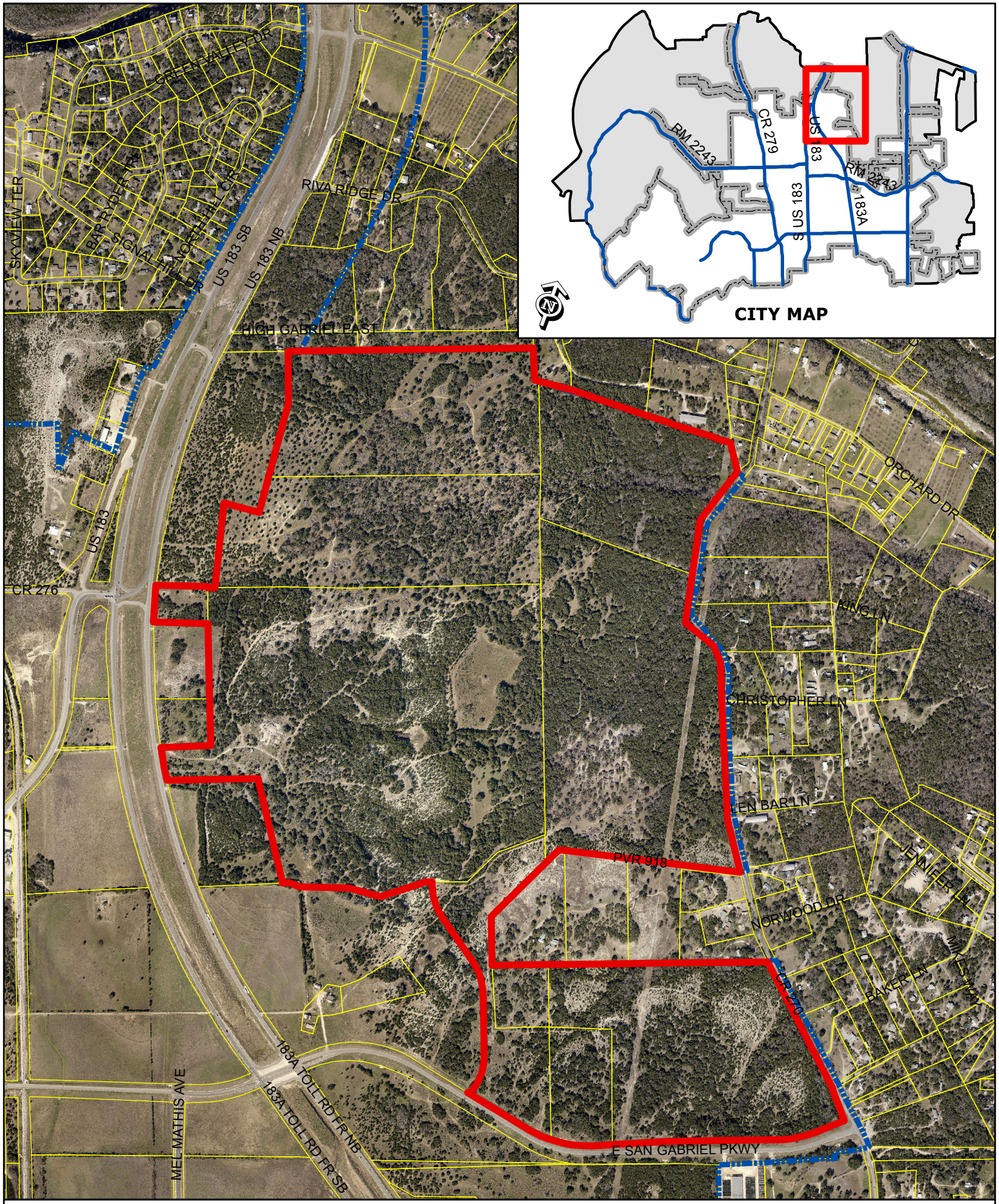
Feet



ZONING CASE 14-Z-018 Attachment #3

Aerial Exhibit - Approximate Boundaries
Bryson PUD

0 200
Feet

Subject Property
City Limits

Bryson
Planned Unit Development

I. General Notes

A. The PUD consists of approximately 490.00 acres (the "Property") located in Williamson County, Leander, Texas, as particularly described in Exhibit 1 attached to this PUD ordinance.

B. Except as otherwise provided in this PUD ordinance, the Property and PUD shall be governed by the Composite Zoning Ordinance of the City of Leander in effect as of the date of this PUD Ordinance (the "Zoning Ordinance"). Any capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Composite Zoning Ordinance.

II. Zoning Districts

A. The PUD consists of two use districts depicted on Exhibit 1, the Conceptual Site Layout & Land Use Plan attached hereto, including:
   1. MU (Mixed Use) containing approximately 82.61 acres; and
   2. RES (Residential) containing approximately 407.60 acres;

III. Use Components

A. Allowed uses. The following table contains the use components allowed within the MU & RES zoning use district boundaries shown on Exhibit 1 attached to this PUD ordinance. The total number of single family units shall not exceed 1261 units.

Table 1

Land Use	RES District	MU District	Lot Width	Unit Mix	
Single Family Suburban (SFS)	X		70	375	Minimum
Single Family Urban (SFU)	X	X	60	375-525	
Single Family Compact (SFC)	X	X	50	575	Maximum
Single Family Limited (SFL)	X	X	45*	200 Units	Maximum
Single Family Townhome (SFT)		X	20	213 Units	Maximum
Multi-Family (MF)		X		500 Units	Maximum
Local Commercial (LC)		X		25% of MU Area	Maximum

*35' width for rear load.

B. RES – Residential District Permitted Uses and Limitations.

1. Single-family residential lots in the RES District may be developed by the owner of the Property utilizing SFL, SFC, SFU, and SFS, use components, as more particularly set forth in Table 2 in this PUD ordinance, and according to the approved concept plan.
2. Temporary modular welcome centers are permitted in a section of the RES District for no more than five (5) years after installation and then must be moved to another section for no more than five (5) years after installation.
3. Licensed Food Trailers are permitted on HOA owned property or parks and are subject to permitting requirements promulgated by the City of Leander. The number of food trailer locations shall be limited to four or less.

C. MU - Mixed Use District Permitted Uses and Limitations.
1. Mixed Use is defined as combining different permitted uses in the same building and/or having multiple permitted uses within the MU District. The different uses are not required to be within the same building or the same Legal Lot or Legal Tract.
2. Development in the MU District shall be in accordance with the approved concept plan with no more than 500 of the units being MF-Multi Family.
3. Temporary modular welcome centers are permitted in a section of the MU District for no more than five (5) years after installation and then must be moved to another section for no more than five (5) years after installation.
4. Licensed Food Trailers are permitted on HOA owned property or parks and are subject to permitting requirements promulgated by the City of Leander. The number of food trailer locations shall be limited to four or less.
5. The following uses allowed within the LC use component of the Composite Zoning Ordinance shall be prohibited in the MU District:
   (a) Funeral Home
   (b) Cemetery

IV. Site and Architectural Components and Standards

A. RES District.
1. Development Standards for each Use Component are shown on the table attached as Table 2 to this PUD ordinance. To the extent that these requirements are inconsistent with the requirements of Article V (Site Components), Article VI (Site Standards), Article VII (Architectural Components), and Article VIII (Architectural Standards) of the Composite Zoning Ordinance, the Development Standards set forth in this PUD ordinance and Table 2 attached hereto will apply.
2. RES District Architectural Standards shall comply with the Type A Architectural Component or as modified below:
   (a) Cementious-fiber, i.e. hardiplank or Board and Batten materials as defined below, shall be allowed to count toward the masonry requirement for homes with an architectural style that substantially conforms to the images shown in Exhibit 3, including, but not limited to Craftsman, Farmhouse, and other similar architectural styles.
   (b) For purposes of this PUD, Hardiplank is defined as: Horizontal cementious-fiber planking with a width not to exceed 9”, and Board and Batten is defined as board

and batten cementious-fiber planking with vertical member spacing not to exceed 24".

(c) The list of design feature examples is as follows, 5 features per home are required:
   (i) Recessed entry
   (ii) Porch
   (iii) Ornamental Windows
   (iv) Horizontal offset
   (v) Standing seam metal roof
   (vi) At least 15% of front façade comprised of window and door openings
   (vii) Vertical elevations offset
   (viii) Varied roof heights
   (ix) Canopy/shed roof or other architectural elements
   (x) Balcony
   (xi) Integrated Planter or Wing Walls
   (xii) Decorative garage doors

3. Landscaping Requirements for each single family lot are as follows:
   (a) Trees: 2 x 3" hardwood
   (b) Shrubs: 20 x 5 Gal
   (c) Shrubs: 20 x 1 Gal
   (d) Turf: Bermuda or Zoysia, may not exceed 2/3 of the total landscape area.
   (e) AC Units, Dry Utility Pedestals must be screened 24" min. height at planting - 36" w/in 1-2 years. Working clearance and access must be maintained.
   (f) All plants are to be 100% native and adapted, as set forth in the Grow Green Guide to Native & Adaptive Landscape Plants published by the City of Austin Watershed Protection Department and the Texas AgriLife Extension Service
4. Peaked roof with a minimum 4:12 pitch, except for accents, dormers, porches, and other architectural features are permitted.
5. Development in the RES District of the PUD will comply with the Type 2 site component.
6. Garages in SFL, SFC, SFU, SFS lot types may protrude up to 5' past the front building façade line, but shall be subject to a 25' front setback in all instances.
7. Garages in line with or behind the front building façade may be located on the 20' front setback for all lot types.
8. Side Entry Garages in line with or behind the side building facade may be located on the 20' foot setback for all lot types.
9. For lots less than 70', only one (1) enclosed garage parking space shall be required, provided that the total number of required parking spaces is met. No more than 10% of the total lots within the PUD may utilize this standard.
10. Temporary model home parking areas are a permitted use in the RES District in areas adjacent to or nearby model home sales areas for a maximum of ten (10) years after the issuance of a site development permit for such parking area. In addition to authorized materials in the Composite Zoning Ordinance, such temporary parking areas may be constructed with crushed granite.

Table 2

RES District Minimum Standards		SFL (Rear Load)	SFL	SFC	SFU	SFS
Interior Lot	Lot Width	35	45	50	60	70
	Lot Depth	100	125	125	125	125
	Lot Area	3500	5625	6250	7500	8750
Corner Lot	Lot Width	45	55	60	70	80
	Lot Depth	100	125	125	125	125
	Lot Area	4500	6875	7500	8750	10000
	Building Square Footage	1050	1050	1400	1800	2100
	Side Yard Setback	5	5	5	5	5
	Rear Yard Setback	5	15	15	15	15
	Front Garage Setback	N/A	25	25	25	25
	Front Setback	10	20	20	20	20
	Street Side Building Setback	10	15	15	15	15
	Street Side Garage Setback	N/A	20	20	20	20

B. MU District.

1. Development in the MU District of the PUD will comply with one of the following Use, Site and Architectural Component standards:
   (a) MF-2-A;
   (b) SFT-2-A;
   (c) SFL-2-A;
   (d) SFU-2-A;

(e) SFC-2-A or
(f) LC-2-A.

2. MU District Residential Architectural Standards for SFL, SFT, or MF product (that is limited to detached structures, attached structures with 6 or fewer units, apartment style development must comply with the Type A Architectural requirements without the modifications listed) will comply with Article VII – Type A or as modified below:
   (c) Cementious-fiber, i.e. hardiplank or Board and Batten materials as defined below, shall be allowed to count toward the masonry requirement for homes with an architectural style that substantially conforms to the images shown in Exhibit 3, including, but not limited to Craftsman, Farmhouse, and other similar architectural styles. For purposes of this PUD, Hardiplank is defined as: Horizontal cementious-fiber planking with a width not to exceed 9", and Board and Batten is defined as: Board and batten cementious-fiber planking with vertical member spacing not to exceed 24".
   (d) The list of design feature examples is as follows, 5 features per home are required:
      (i) Recessed entry
      (ii) Porch
      (iii) Ornamental Windows
      (iv) Horizontal offset
      (v) Standing seam metal roof
      (vi) At least 15% of front façade comprised of window and door openings
      (vii) Vertical elevations offset
      (viii) Varied roof heights
      (ix) Canopy/shed roof or other architectural elements
      (x) Balcony
      (xi) Integrated Planter or Wing Walls
      (xii) Decorative garage doors
3. Landscaping Requirements for each single family lot are as follows:
   (a) Trees: 2 x 3" hardwood
   (b) Shrubs: 20 x 5 Gal
   (c) Shrubs: 20 x 1 Gal
   (d) Turf: Bermuda or Zoysia, may not exceed 2/3 of the total landscape area.
   (e) AC Units, Dry Utility Pedestals must be screened 24" min. height at planting - 36" w/in 1-2 years. Working clearance and access must be maintained.
   (f) All plants are to be 100% native and adapted, as set forth in the Grow Green Guide to Native & Adaptive Landscape Plants published by the City of Austin Watershed Protection Department and the Texas AgriLife Extension Service.
4. Peaked roof with a minimum 4:12 pitch, except for accents, dormers, porches, and other architectural features
5. Development in the RES District of the PUD will comply with the Type 2 site component.
6. Garages in SFL, SFC, SFU lot types may protrude 5' past the front building façade line, but shall be subject to a 25' front setback in all instances.
7. Garages in line with or behind the front building façade shall be subject to a 20' front setback for all lot types.

8. Side Entry Garages in line with or behind the side building facade may be located on the 20' foot setback for all lot types.

9. For lots less than 70', only one (1) enclosed garage parking space shall be required. The total required number of parking spaces shall remain the same. No more than 10% of the total lots within the PUD may utilize this standard.
10. Temporary model home parking areas are a permitted use in the MU District in areas adjacent to or nearby model home sales areas for a maximum of ten (10) years after the issuance of a site development permit for such parking area. In addition to authorized materials, such temporary parking areas may be constructed with crushed granite.

V. Roadway Design

A. The Bryson community will incorporate the following standards for Public Streets and Private Drives, and as outlined in Table 3 and Exhibit 2 - Street Sections

B. Traffic calming devices such as roundabouts, traffic circles, neck downs, chicanes, etc. are permitted within Bryson, and shall be subject to approval by the City of Leander Engineer.

C. Street Trees located in a planting median between the back of curb and sidewalk in the Public ROW shall be allowed, pursuant to a license agreement with the City of Leander.

D. Roadway callouts on PUD Land Use Plan are minimum standards. Alternate lane configurations may be approved by the City Engineer.

Table 3

Public Streets and Private Drives	EC-120	RC-71	RC-61	RC-60	LS-50	AL-25	PD-28	PD-25
ROW	Varies	71	61	60	50	25	N/A	N/A
FOC-FOC	2 @ 18	46	36	34	28	20	28	25
Min. Centerline Radius	300	300	300	300	180	N/A	N/A	N/A
On Street Parking	No	Yes	Yes	No	Yes	No	Yes (one side)	No
Curb Return Radius	15	15	15	15	15	10	10	10
Curb Return Radius for Fire Lanes	N/A	N/A	N/A	N/A	N/A	N/A	25	25
Bike Lane	Yes	Yes	No	Yes	No	No	No	No
Sidewalks Required	Yes (North side only)	Yes	Yes	Yes	Yes	No	No	No

VI. Signage

A. The following modifications to the tertiary entrance signs shall be regulated by this PUD. Tertiary entrance signs may be located at the entryway into sections within the PUD, and they may be used to identify various sections that are fifteen (15) acres or greater in size in order to enhance direction within the PUD. Tertiary entrance signs shall be comprised entirely of stone, masonry or, metal with engraved lettering or with pin-mounted aluminum or steel letters. The sign face of tertiary entrance signs shall be limited to a total size of twelve (12) square feet. All signs in a public ROW will require a License Agreement. For sections that are fifteen (15) acres or greater in size with multiple entries, a tertiary sign shall be allowed at each entry.

B. Decorative Street and Pole Mounted Banner signs are permissible in all PUD zoning districts along collector streets. The maximum banner size shall be 3' width x 6' height or 18 SF. Banner signs are permitted to advertise the Bryson Community and HOA events only. Banner signs shall require a License Agreement from the City of Leander, and shall be maintained by the Homeowner's Association (HOA).

VII. Lighting

A. Lighting constructed or installed within the PUD shall be regulated by Section 12 of Article VI (Site Component) of the Composite Zoning Ordinance in effect as of the date of this PUD Ordinance; provided, however, that all street lighting along, and within the ROW of collector streets may be decorative poles with energy efficient LED light fixtures and shall require a License Agreement and will be maintained by the Homeowner's Association (HOA).

VIII. Sidewalks and Trails

A. The main entry road off of US-183A up to the amenity center is only required to have a sidewalk on the north side of the roadway. This sidewalk shall be a minimum 8' width.

B. When located adjacent and/or parallel to a collector street and within the right-of-way an 8' wide decomposed granite trail with a 6" width concrete ribbon curb shall be allowed in lieu of a concrete sidewalk and will require a license agreement. At least one side of the roadway is required to have a continuous concrete sidewalk that meets applicable accessibility requirements

(Intentionally Blank)

IX. Fencing

A. Fencing located adjacent to greenbelts will be limited to wrought iron, tubular metal or split rail or City of Leander Planning Director approved equivalent

X. Building Height

A. Building heights shall be measured from the highest point of the finished floor elevation. In the case of split level foundations, the building height shall be measured from the highest finished floor elevation of such home. This measurement only applies to the Building Height Limitation of the Composite Zoning Ordinance.

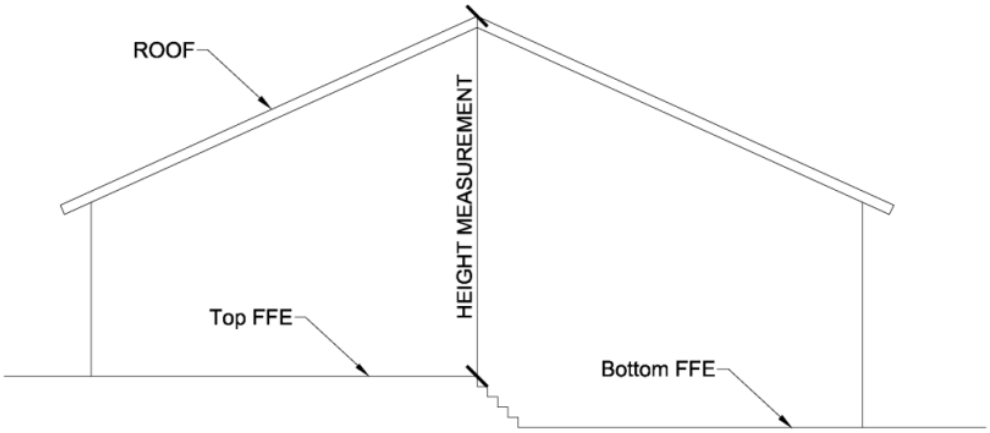


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Exhibit 1
Conceptual Site Layout & Land Use Plan

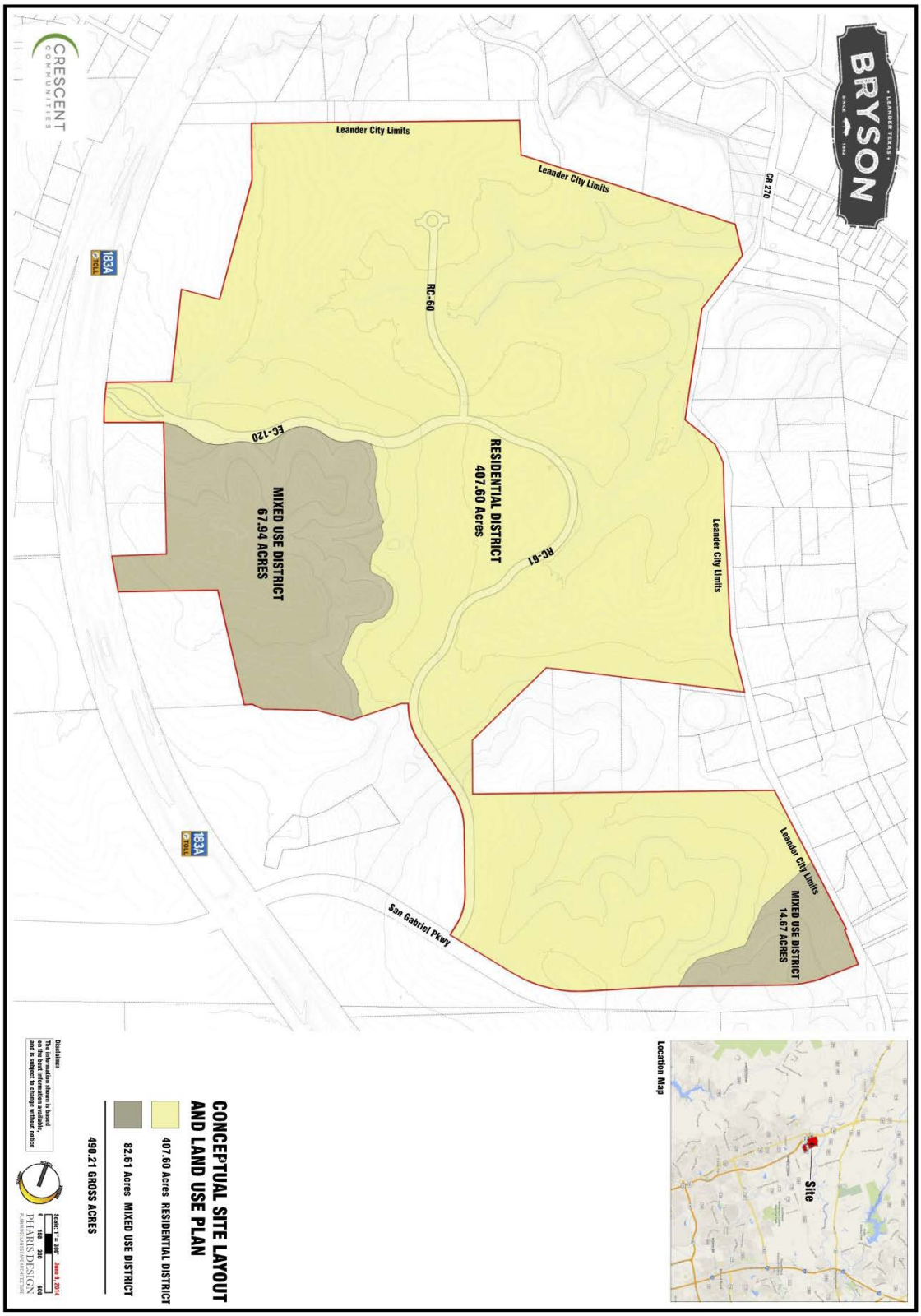
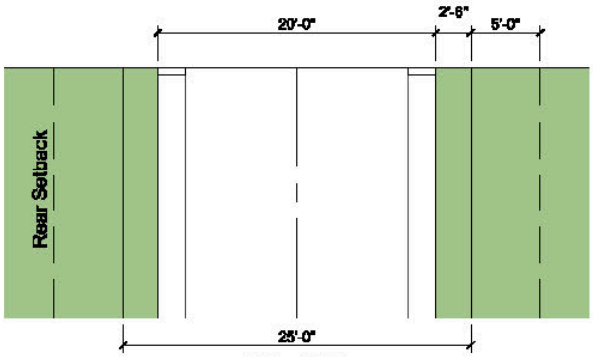
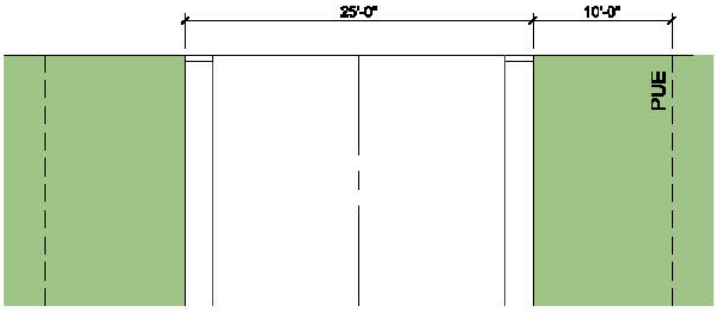


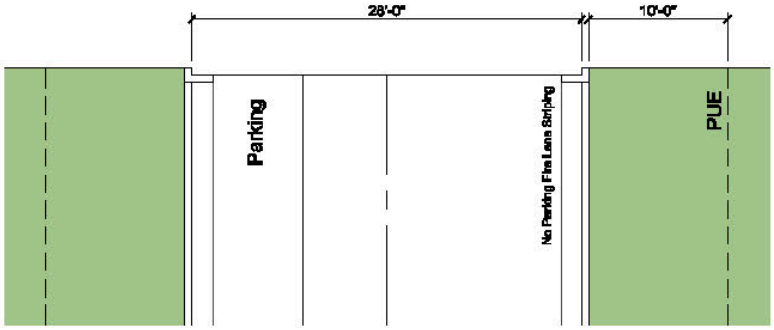
Exhibit 2
Street Sections



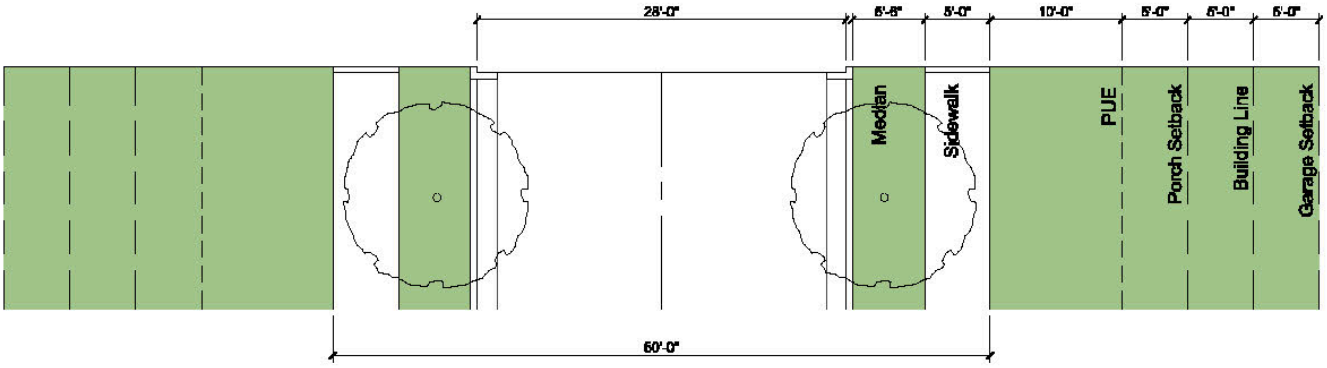
AL-25
Alley 25' ROW



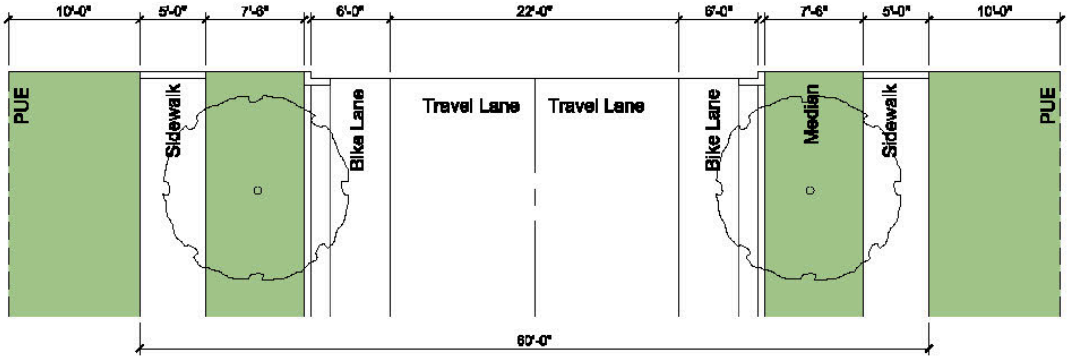
PD-25
Private Drive 25'



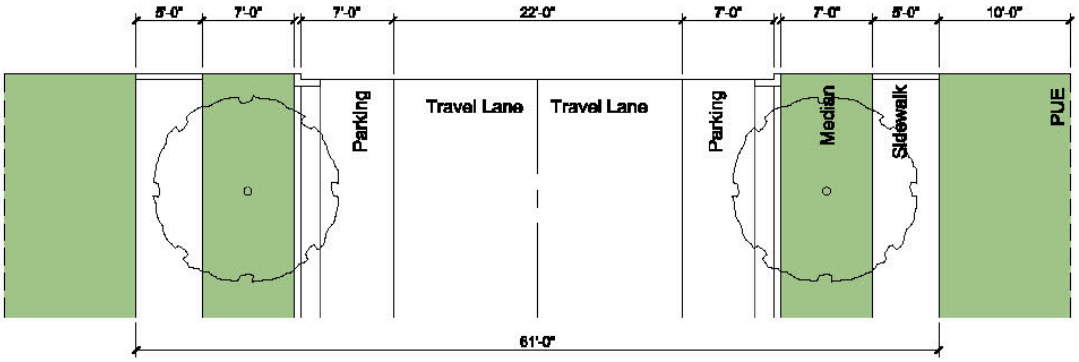
PD-28
Private Drive 28'



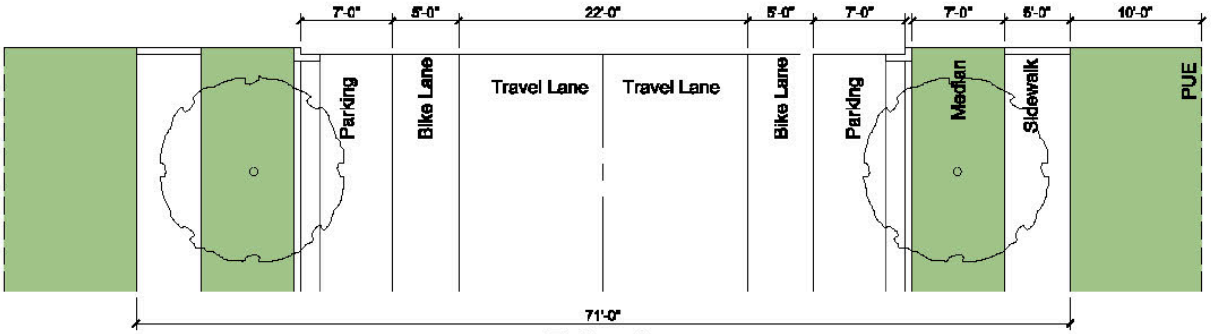
LS-50
Local Street 50' ROW



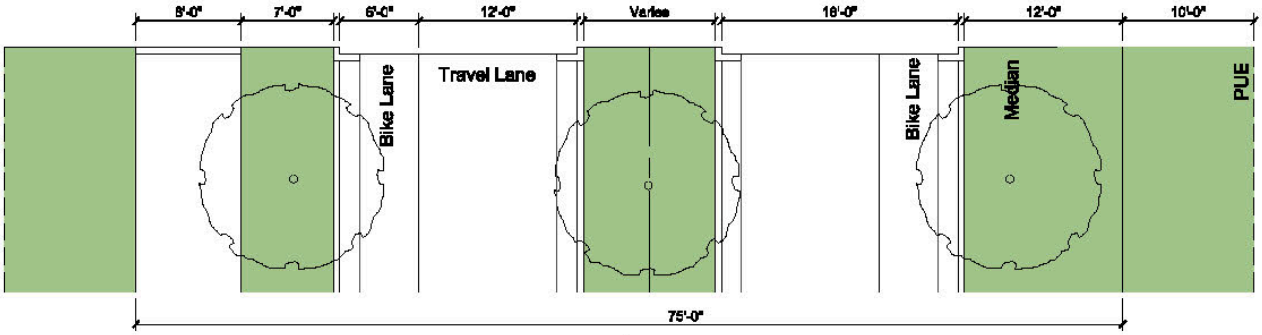
RC-60
Residential Collector 60' ROW



RC-61
Residential Collector 61' ROW



RC-71
Residential Collector 71' ROW



EC-120
Entry Collector ROW Varies

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Exhibit 3
Architectural Styles

CRESCENT
COMMUNITIES

ATTACHMENT 5

June 11, 2014

Robin Griffin
Senior Planner
City of Leander
Planning Department
P.O. Box 319
Leander, Texas 78646

RE: Bryson - PUD Zoning Application - Letter of Intent

Dear Ms. Griffin

The following "Letter of Intent" proposes a residential development with adjustments, to the current PUD for the TOD Conventional Zoning and Composite Zoning Ordinances in place for the Bryson property, as required by the City of Leander's PUD zoning amendment process. The 490 acre Bryson master planned community (formerly known as Villages of Messina, Leander 183a and the Butler-Winters tract) is currently subject to the TOD/PUD Zoning Districts. Bryson is owned by Crescent Leander, TX, LLC.

The proposed Bryson PUD will include a blend of single family use, mixed-use, parks, trails, civic site(s), and public improvements as indicated on the Bryson Concept Plan dated May 5, 2014, which is currently under review by the City. The proposed Bryson PUD is also compliant with the Crescent Leander Development and Reimbursement Agreement in place with the City of Leander. Numerous benefits to the City of Leander, the Bryson community, and the neighborhoods surrounding Bryson will derive from approval of this PUD proposal.

Crescent Leander Texas, LLC proposes a revision to the zoning map to establish composite zoning districts and to allow flexibility in the placement of particular product within such. The Zoning Map would consist of two districts: Residential (RES) district; Mixed Use (MU) district.

The Bryson Planned Unit Development will raise the standard of development based on the principles that have been defined by our creative approach to community development, including:

- Provide a modern lifestyle that honors a rural legacy
- Bring a modern twist to authentic Leander
- Be connected to the essence of Austin
- Stay intimately connected to nature

We believe that the creation of a PUD will enhance the development by allowing flexible uses and subdivision standards which will result in innovative and varied land uses and architectural styles. The flexibility to blend single family and mixed-use components within the development will provide for a more harmonious development consistent with the land features with generous open space and parkland. The PUD will further allow more rapid economic growth and diversity within the City.

The Crescent vision to "Build Community. Better People's Lives" drives our approach to planning and development and the creation of a PUD will allow the development to fully embrace this principle.

We look forward to working with the City of Leander Staff, Planning and Zoning Commission, the Mayor and City Council on this application. If you have any questions in the meantime please do not hesitate to contact me.

Very truly yours,

Crescent Leander, TX, LLC
A Delaware Limited Liability Company

By: _____
Thomas G. Tucker, Vice President

Any notice mailed to the Developer shall be addressed:

Crescent Leander, TX, LLC
c/o
Tommy Tucker
Residential Vice President
Crescent Communities
7000 N. Mopac Expressway
Suite 200
Austin, TX 78731

TTucker @ crescentcommunities.com
p (512) 514-6920
f (512) 514-6001

ORDINANCE NO #

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

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

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

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

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

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

Section 2. Amendment of TODD Ordinance. Ordinance No.05-026, as amended, the City of Leander TODD Ordinance, is hereby modified and amended for these Properties as set forth in Section 3.

Section 3. Property Rezoned. The TODD Ordinance is hereby amended by creation of the Bryson PUD and adoption of the PUD plan attached hereto as Exhibit "C" and incorporated herein for all purposes for several parcels, which are herein referred to as the "Property," generally located to the northeast of the intersection of 183A Toll Road & East San Gabriel Parkway, and more particularly described as follows: those certain parcels of land being 490 acres, more or less, located in Leander, Williamson County, Texas, being more particularly shown and described in Exhibits "A" and "B"; and identified by tax identification numbers R032104, R032237, R485832, R485833, R485834, R032103, R032211, R032196, R525991, and R525993. The Property is zoned to the planned unit development district known as the Bryson PUD within the TODD. The Property shall be developed and occupied in compliance with the PUD plan attached hereto as Exhibit C, the Conventional Development Sector Standards of the Smart Code (defined in the TODD Ordinance), the Composite Zoning Ordinance, and other applicable regulations of the City.

Section 4. Recording Zoning Change. The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

Section 5.Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 6.Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 21st day of August, 2014.
FINALLY PASSED AND APPROVED on this the 4th day of September, 2014.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary

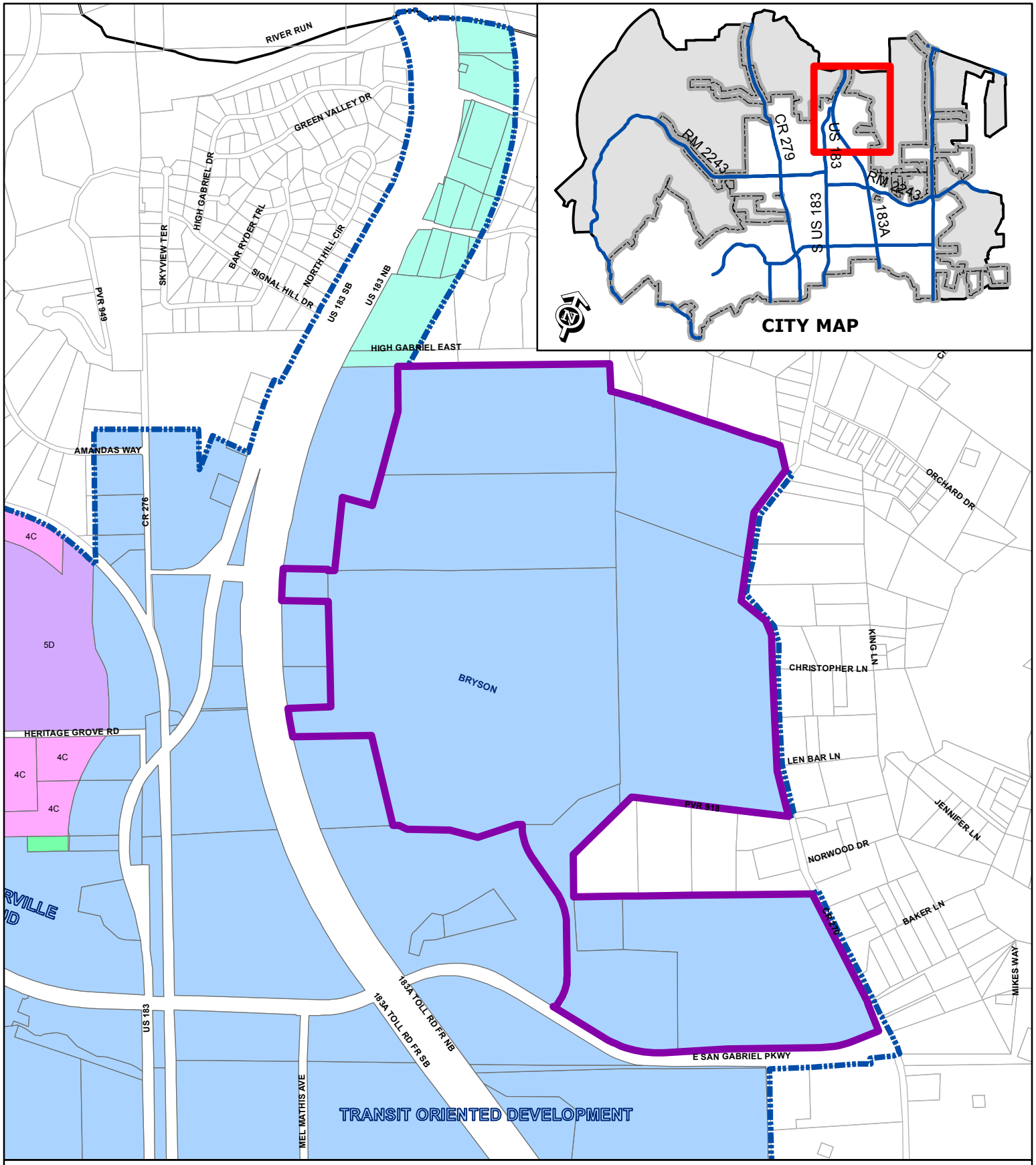

EXHIBIT B

Zoning Case 14-Z-018

Bryson PUD

N

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

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

0 400
Feet

Bryson
Planned Unit Development

I. General Notes

A. The PUD consists of approximately 490.00 acres (the "Property") located in Williamson County, Leander, Texas, as particularly described in Exhibit 1 attached to this PUD ordinance.

B. Except as otherwise provided in this PUD ordinance, the Property and PUD shall be governed by the Composite Zoning Ordinance of the City of Leander in effect as of the date of this PUD Ordinance (the "Zoning Ordinance"). Any capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Composite Zoning Ordinance.

II. Zoning Districts

A. The PUD consists of two use districts depicted on Exhibit 1, the Conceptual Site Layout & Land Use Plan attached hereto, including:
   1. MU (Mixed Use) containing approximately 82.61 acres; and
   2. RES (Residential) containing approximately 407.60 acres;

III. Use Components

A. Allowed uses. The following table contains the use components allowed within the MU & RES zoning use district boundaries shown on Exhibit 1 attached to this PUD ordinance. The total number of single family units shall not exceed 1261 units.

Table 1

Land Use	RES District	MU District	Lot Width	Unit Mix	
Single Family Suburban (SFS)	X		70	375	Minimum
Single Family Urban (SFU)	X	X	60	375-525	
Single Family Compact (SFC)	X	X	50	575	Maximum
Single Family Limited (SFL)	X	X	45*	200 Units	Maximum
Single Family Townhome (SFT)		X	20	213 Units	Maximum
Multi-Family (MF)		X		500 Units	Maximum
Local Commercial (LC)		X		25% of MU Area	Maximum

*35' width for rear load.

B. RES – Residential District Permitted Uses and Limitations.

1. Single-family residential lots in the RES District may be developed by the owner of the Property utilizing SFL, SFC, SFU, and SFS, use components, as more particularly set forth in Table 2 in this PUD ordinance, and according to the approved concept plan.
2. Temporary modular welcome centers are permitted in a section of the RES District for no more than five (5) years after installation and then must be moved to another section for no more than five (5) years after installation.
3. Licensed Food Trailers are permitted on HOA owned property or parks and are subject to permitting requirements promulgated by the City of Leander. The number of food trailer locations shall be limited to four or less.

C. MU - Mixed Use District Permitted Uses and Limitations.
1. Mixed Use is defined as combining different permitted uses in the same building and/or having multiple permitted uses within the MU District. The different uses are not required to be within the same building or the same Legal Lot or Legal Tract.
2. Development in the MU District shall be in accordance with the approved concept plan with no more than 500 of the units being MF-Multi Family.
3. Temporary modular welcome centers are permitted in a section of the MU District for no more than five (5) years after installation and then must be moved to another section for no more than five (5) years after installation.
4. Licensed Food Trailers are permitted on HOA owned property or parks and are subject to permitting requirements promulgated by the City of Leander. The number of food trailer locations shall be limited to four or less.
5. The following uses allowed within the LC use component of the Composite Zoning Ordinance shall be prohibited in the MU District:
   (a) Funeral Home
   (b) Cemetery

IV. Site and Architectural Components and Standards

A. RES District.
1. Development Standards for each Use Component are shown on the table attached as Table 2 to this PUD ordinance. To the extent that these requirements are inconsistent with the requirements of Article V (Site Components), Article VI (Site Standards), Article VII (Architectural Components), and Article VIII (Architectural Standards) of the Composite Zoning Ordinance, the Development Standards set forth in this PUD ordinance and Table 2 attached hereto will apply.
2. RES District Architectural Standards shall comply with the Type A Architectural Component or as modified below:
   (a) Cementious-fiber, i.e. hardiplank or Board and Batten materials as defined below, shall be allowed to count toward the masonry requirement for homes with an architectural style that substantially conforms to the images shown in Exhibit 3, including, but not limited to Craftsman, Farmhouse, and other similar architectural styles.
   (b) For purposes of this PUD, Hardiplank is defined as: Horizontal cementious-fiber planking with a width not to exceed 9”, and Board and Batten is defined as board

and batten cementious-fiber planking with vertical member spacing not to exceed 24".

(c) The list of design feature examples is as follows, 5 features per home are required:
   (i) Recessed entry
   (ii) Porch
   (iii) Ornamental Windows
   (iv) Horizontal offset
   (v) Standing seam metal roof
   (vi) At least 15% of front façade comprised of window and door openings
   (vii) Vertical elevations offset
   (viii) Varied roof heights
   (ix) Canopy/shed roof or other architectural elements
   (x) Balcony
   (xi) Integrated Planter or Wing Walls
   (xii) Decorative garage doors

3. Landscaping Requirements for each single family lot are as follows:
   (a) Trees: 2 x 3" hardwood
   (b) Shrubs: 20 x 5 Gal
   (c) Shrubs: 20 x 1 Gal
   (d) Turf: Bermuda or Zoysia, may not exceed 2/3 of the total landscape area.
   (e) AC Units, Dry Utility Pedestals must be screened 24" min. height at planting - 36" w/in 1-2 years. Working clearance and access must be maintained.
   (f) All plants are to be 100% native and adapted, as set forth in the Grow Green Guide to Native & Adaptive Landscape Plants published by the City of Austin Watershed Protection Department and the Texas AgriLife Extension Service
4. Peaked roof with a minimum 4:12 pitch, except for accents, dormers, porches, and other architectural features are permitted.
5. Development in the RES District of the PUD will comply with the Type 2 site component.
6. Garages in SFL, SFC, SFU, SFS lot types may protrude up to 5' past the front building façade line, but shall be subject to a 25' front setback in all instances.
7. Garages in line with or behind the front building façade may be located on the 20' front setback for all lot types.
8. Side Entry Garages in line with or behind the side building facade may be located on the 20' foot setback for all lot types.
9. For lots less than 70', only one (1) enclosed garage parking space shall be required, provided that the total number of required parking spaces is met. No more than 10% of the total lots within the PUD may utilize this standard.
10. Temporary model home parking areas are a permitted use in the RES District in areas adjacent to or nearby model home sales areas for a maximum of ten (10) years after the issuance of a site development permit for such parking area. In addition to authorized materials in the Composite Zoning Ordinance, such temporary parking areas may be constructed with crushed granite.

Table 2

RES District Minimum Standards		SFL (Rear Load)	SFL	SFC	SFU	SFS
Interior Lot	Lot Width	35	45	50	60	70
	Lot Depth	100	125	125	125	125
	Lot Area	3500	5625	6250	7500	8750
Corner Lot	Lot Width	45	55	60	70	80
	Lot Depth	100	125	125	125	125
	Lot Area	4500	6875	7500	8750	10000
	Building Square Footage	1050	1050	1400	1800	2100
	Side Yard Setback	5	5	5	5	5
	Rear Yard Setback	5	15	15	15	15
	Front Garage Setback	N/A	25	25	25	25
	Front Setback	10	20	20	20	20
	Street Side Building Setback	10	15	15	15	15
	Street Side Garage Setback	N/A	20	20	20	20

B. MU District.

1. Development in the MU District of the PUD will comply with one of the following Use, Site and Architectural Component standards:
   (a) MF-2-A;
   (b) SFT-2-A;
   (c) SFL-2-A;
   (d) SFU-2-A;

(e) SFC-2-A or
(f) LC-2-A.

2. MU District Residential Architectural Standards for SFL, SFT, or MF product (that is limited to detached structures, attached structures with 6 or fewer units, apartment style development must comply with the Type A Architectural requirements without the modifications listed) will comply with Article VII – Type A or as modified below:
   (c) Cementious-fiber, i.e. hardiplank or Board and Batten materials as defined below, shall be allowed to count toward the masonry requirement for homes with an architectural style that substantially conforms to the images shown in Exhibit 3, including, but not limited to Craftsman, Farmhouse, and other similar architectural styles. For purposes of this PUD, Hardiplank is defined as: Horizontal cementious-fiber planking with a width not to exceed 9", and Board and Batten is defined as: Board and batten cementious-fiber planking with vertical member spacing not to exceed 24".
   (d) The list of design feature examples is as follows, 5 features per home are required:
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      (vii) Vertical elevations offset
      (viii) Varied roof heights
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   (b) Shrubs: 20 x 5 Gal
   (c) Shrubs: 20 x 1 Gal
   (d) Turf: Bermuda or Zoysia, may not exceed 2/3 of the total landscape area.
   (e) AC Units, Dry Utility Pedestals must be screened 24" min. height at planting - 36" w/in 1-2 years. Working clearance and access must be maintained.
   (f) All plants are to be 100% native and adapted, as set forth in the Grow Green Guide to Native & Adaptive Landscape Plants published by the City of Austin Watershed Protection Department and the Texas AgriLife Extension Service.
4. Peaked roof with a minimum 4:12 pitch, except for accents, dormers, porches, and other architectural features
5. Development in the RES District of the PUD will comply with the Type 2 site component.
6. Garages in SFL, SFC, SFU lot types may protrude 5' past the front building façade line, but shall be subject to a 25' front setback in all instances.
7. Garages in line with or behind the front building façade shall be subject to a 20' front setback for all lot types.

8. Side Entry Garages in line with or behind the side building facade may be located on the 20' foot setback for all lot types.

9. For lots less than 70', only one (1) enclosed garage parking space shall be required. The total required number of parking spaces shall remain the same. No more than 10% of the total lots within the PUD may utilize this standard.
10. Temporary model home parking areas are a permitted use in the MU District in areas adjacent to or nearby model home sales areas for a maximum of ten (10) years after the issuance of a site development permit for such parking area. In addition to authorized materials, such temporary parking areas may be constructed with crushed granite.

V. Roadway Design

A. The Bryson community will incorporate the following standards for Public Streets and Private Drives, and as outlined in Table 3 and Exhibit 2 - Street Sections

B. Traffic calming devices such as roundabouts, traffic circles, neck downs, chicanes, etc. are permitted within Bryson, and shall be subject to approval by the City of Leander Engineer.

C. Street Trees located in a planting median between the back of curb and sidewalk in the Public ROW shall be allowed, pursuant to a license agreement with the City of Leander.

D. Roadway callouts on PUD Land Use Plan are minimum standards. Alternate lane configurations may be approved by the City Engineer.

Table 3

Public Streets and Private Drives	EC-120	RC-71	RC-61	RC-60	LS-50	AL-25	PD-28	PD-25
ROW	Varies	71	61	60	50	25	N/A	N/A
FOC-FOC	2 @ 18	46	36	34	28	20	28	25
Min. Centerline Radius	300	300	300	300	180	N/A	N/A	N/A
On Street Parking	No	Yes	Yes	No	Yes	No	Yes (one side)	No
Curb Return Radius	15	15	15	15	15	10	10	10
Curb Return Radius for Fire Lanes	N/A	N/A	N/A	N/A	N/A	N/A	25	25
Bike Lane	Yes	Yes	No	Yes	No	No	No	No
Sidewalks Required	Yes (North side only)	Yes	Yes	Yes	Yes	No	No	No

VI. Signage

A. The following modifications to the tertiary entrance signs shall be regulated by this PUD. Tertiary entrance signs may be located at the entryway into sections within the PUD, and they may be used to identify various sections that are fifteen (15) acres or greater in size in order to enhance direction within the PUD. Tertiary entrance signs shall be comprised entirely of stone, masonry or, metal with engraved lettering or with pin-mounted aluminum or steel letters. The sign face of tertiary entrance signs shall be limited to a total size of twelve (12) square feet. All signs in a public ROW will require a License Agreement. For sections that are fifteen (15) acres or greater in size with multiple entries, a tertiary sign shall be allowed at each entry.

B. Decorative Street and Pole Mounted Banner signs are permissible in all PUD zoning districts along collector streets. The maximum banner size shall be 3' width x 6' height or 18 SF. Banner signs are permitted to advertise the Bryson Community and HOA events only. Banner signs shall require a License Agreement from the City of Leander, and shall be maintained by the Homeowner's Association (HOA).

VII. Lighting

A. Lighting constructed or installed within the PUD shall be regulated by Section 12 of Article VI (Site Component) of the Composite Zoning Ordinance in effect as of the date of this PUD Ordinance; provided, however, that all street lighting along, and within the ROW of collector streets may be decorative poles with energy efficient LED light fixtures and shall require a License Agreement and will be maintained by the Homeowner's Association (HOA).

VIII. Sidewalks and Trails

A. The main entry road off of US-183A up to the amenity center is only required to have a sidewalk on the north side of the roadway. This sidewalk shall be a minimum 8' width.

B. When located adjacent and/or parallel to a collector street and within the right-of-way an 8' wide decomposed granite trail with a 6" width concrete ribbon curb shall be allowed in lieu of a concrete sidewalk and will require a license agreement. At least one side of the roadway is required to have a continuous concrete sidewalk that meets applicable accessibility requirements

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IX. Fencing

A. Fencing located adjacent to greenbelts will be limited to wrought iron, tubular metal or split rail or City of Leander Planning Director approved equivalent

X. Building Height

A. Building heights shall be measured from the highest point of the finished floor elevation. In the case of split level foundations, the building height shall be measured from the highest finished floor elevation of such home. This measurement only applies to the Building Height Limitation of the Composite Zoning Ordinance.

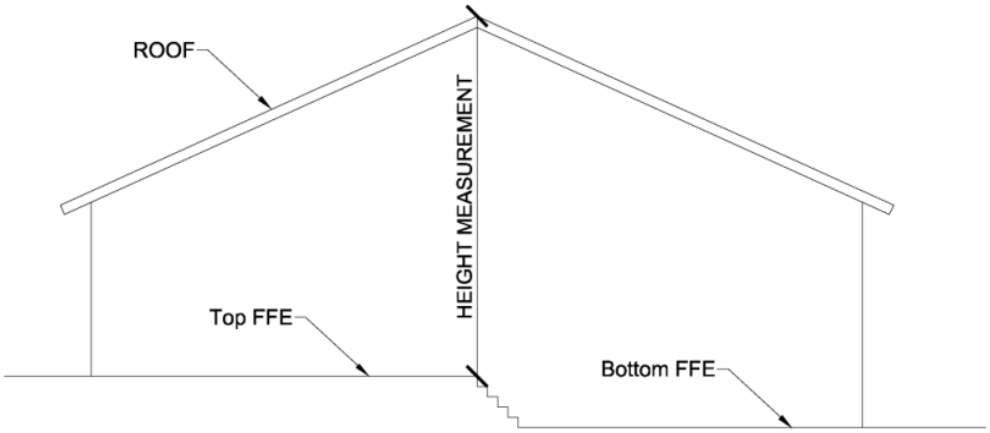

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Exhibit 1
Conceptual Site Layout & Land Use Plan

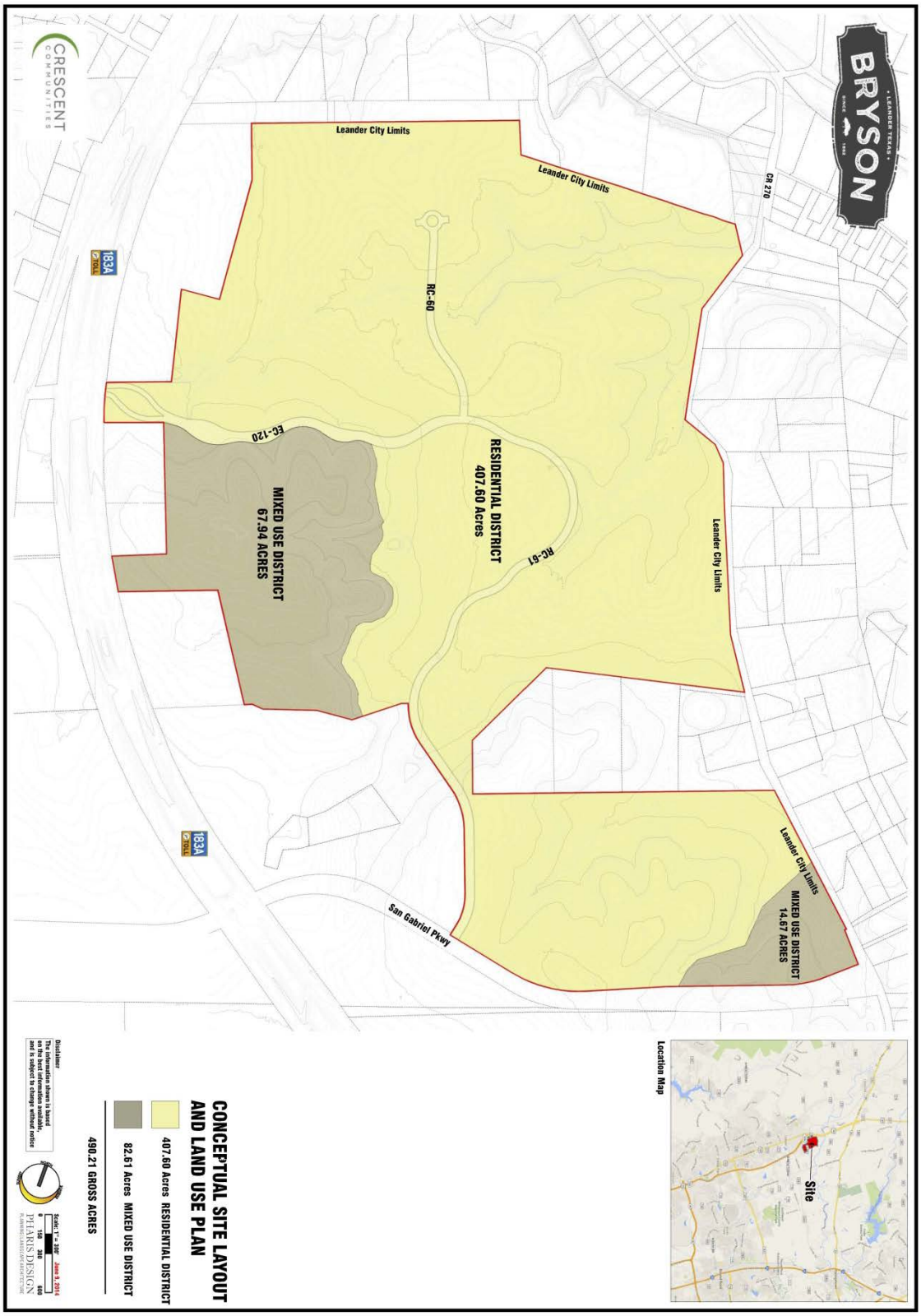
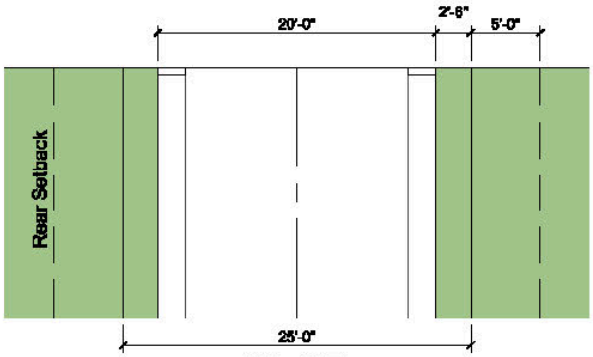
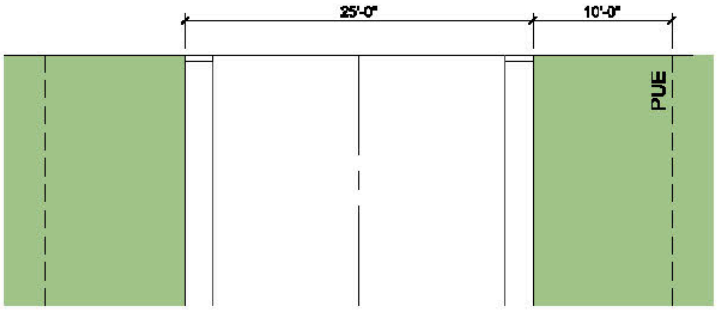


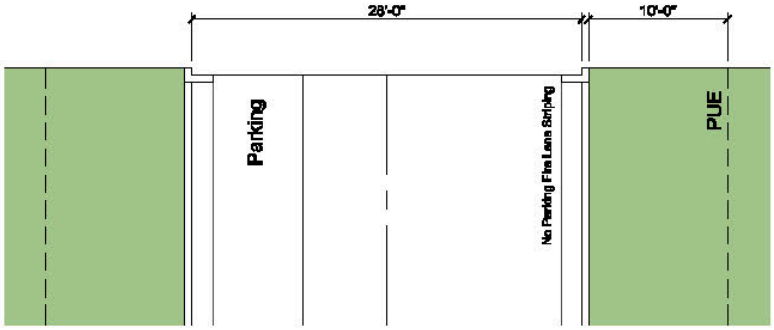
Exhibit 2
Street Sections



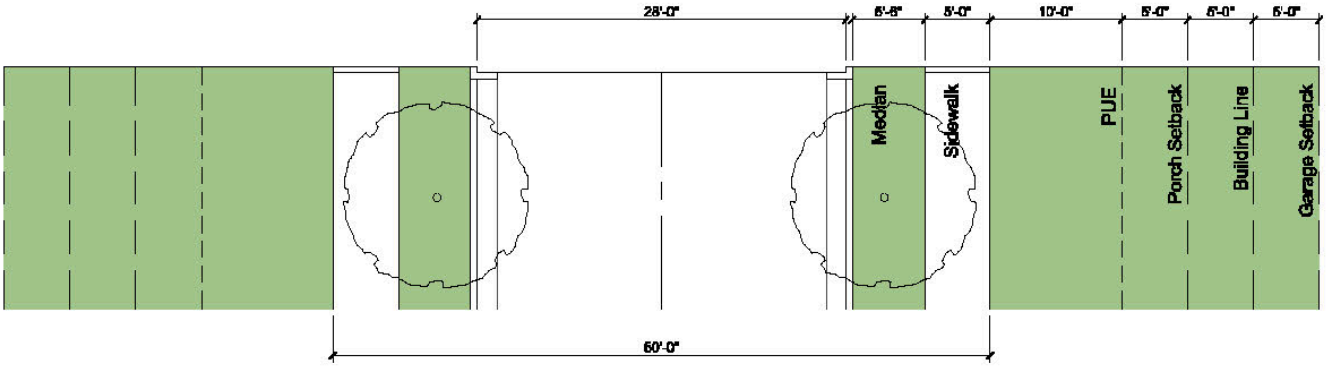
AL-25
Alley 25' ROW



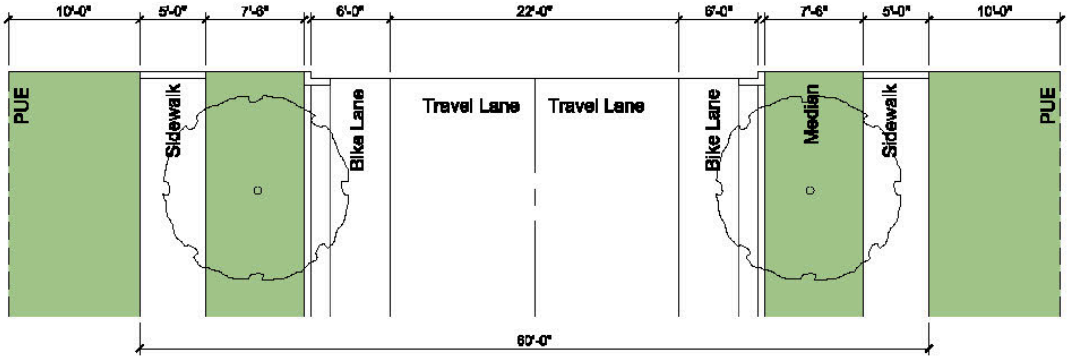
PD-25
Private Drive 25'



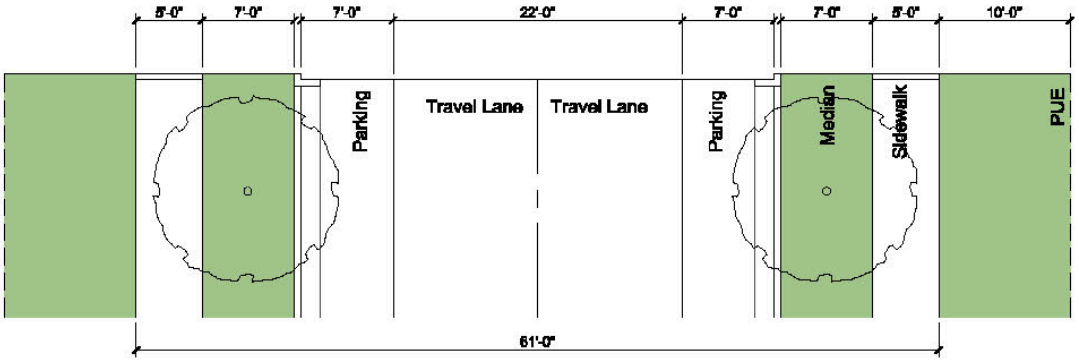
PD-28
Private Drive 28'



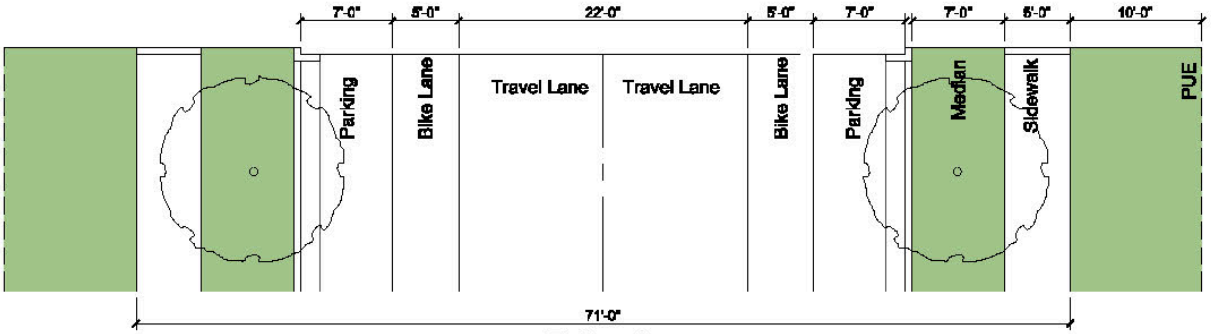
LS-50
Local Street 50' ROW



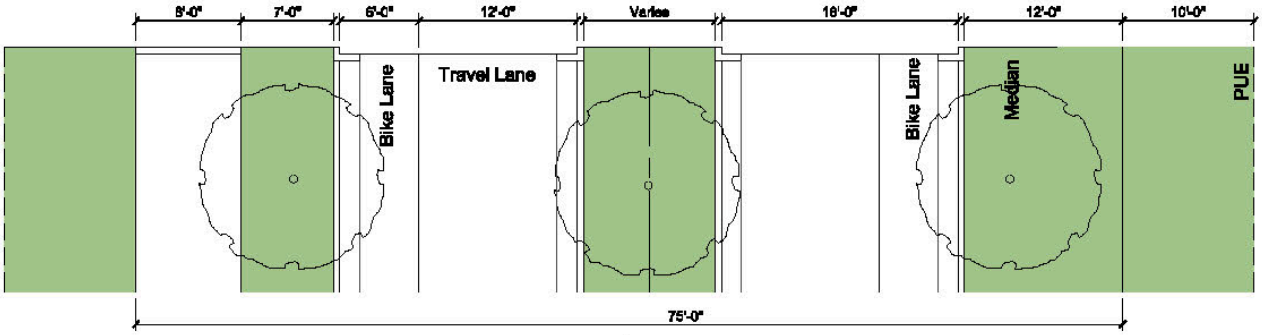
RC-60
Residential Collector 60' ROW



RC-61
Residential Collector 61' ROW



RC-71
Residential Collector 71' ROW



EC-120
Entry Collector ROW Varies

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Exhibit 3
Architectural Styles

AGENDA ITEM # 7

Executive Summary

September 04, 2014

Agenda Subject:	Zoning Case 14-Z-022: Consider action on the rezoning of several tracts of land generally located 1,350 feet east from the northeast corner from the intersection of N. Bagdad Rd. and Old 2243 W. for 28.5 acres more or less; WCAD Parcels R393879, R393878, R393877, R393876, R393875. Currently, the property is zoned HC-4-D (Heavy Commercial) and the applicant is proposing to zone the property GC-4-D (General Commercial) and MF-2-B (Multi-Family) districts, Leander, Williamson County, Texas.
Background:	This request is the final step in the rezoning process.
Origination:	Applicant: Bruce Nakfoor on behalf of MLMH LTD.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of staff recommendation for GC-3-C (General Commercial) for the first 300 feet north of Old 2243 West and the remainder to MF-2-B (Multi-Family). The City Council unanimously approved the Planning & Zoning Commission recommendation at the August 21, 2014 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Proposed Zoning 5. Letter of Intent 6. Ordinance
Prepared By:	Tom Yantis Development Services Director 08/22/2014

PLANNING ANALYSIS

ZONING CASE 14-Z-022
Old 2243 Mixed Use

GENERAL INFORMATION

Owner: MLMH LTD

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

Proposed Zoning: GC-4-D (General Commercial); MF-2-B (Multi-Family)

Size and Location: The property is approximately 1,350 feet east from the northeast corner from the intersection of N. Bagdad Rd. and Old 2243 W. for 28.5 acres more or less.

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	Developed Single Family Homes: Estates of North Creek Ranch Subdivision
EAST	SFU-2-B	Proposed Mini-Storage Facility
SOUTH	GC-3-C SFU-2-B HC-4-D	Leander Veterinary Clinic Developed Single Family Home Vacant Property
WEST	HC-4-D	Big and Safe Self Storage

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENT:

MF – MULTI-FAMILY:

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

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

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT:

TYPE 2:

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 35% of units with an enclosed garage parking space.

Intent:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is generally not intended to be utilized with LI and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

TYPE 4 (non-residential only):

Features: Accessory buildings up to 60% of primary building; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display; substantial outdoor storage; outdoor entertainment venues and animal boarding.

Intent:

(1) The Type 4 site component is intended to be utilized in combination with GC, LI or HI components where appropriate for moderately intense outdoor site requirements and a need to utilize the outdoor site area for significant outdoor display, storage and accessory buildings and similar permitted uses.

(2) This site component is intended only for industrial or heavy commercial uses and may be utilized 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.

ARCHITECTURAL COMPONENTS:

TYPE B:

Features: 85% masonry 1st floor, 50% (all stories); 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.

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.

ANALYSIS:

The applicant is requesting to rezone the property from HC-4-D (Heavy Commercial) district to GC-4-D (General Commercial) district and MF-2-B (Multi-Family) district. The intent of the applicant's request is to provide a site that would support development for potential commercial pad sites and an area for an apartment complex development to the rear of the property. The GC-4-D request is proposed to extend 300 ft back from the right-of-way line of Old 2243 W., and the remaining north tract of the property is proposed area to locate the MF-2-B zoning district.

The intent statements for the General Commercial use component speaks to this component being located in high traffic areas and that access should be provided by an arterial street. Old 2243 W. is designated as an arterial class street per the City's Transportation Plan.

The intent statement of the Type 4 site component speaks to being utilized only for industrial and heavy commercial uses, and may be utilized with GC, HC, or HI use components. It also notes that it is to be utilized where appropriate for uses with moderately intense outdoor site requirements, and has the need for significant outdoor storage and display. The Type 4 component is not intended to be utilized for office and retail uses that are inadequately buffered from residential uses.

The Type 4 site component requires the following:

- Unlimited outdoor display
- Outdoor storage and container storage limited to sixty percent (60%) of the gross floor area of the primary building.
- Accessory buildings/structures with square footage no greater than sixty percent (60%) of the gross floor area of the primary building
- The combination of accessory buildings/structures and outdoor storage shall not exceed eighty percent (80%) of the gross floor area of the primary building.
- Outdoor commercial fueling and washing of vehicles is permitted per Type 3
- Outdoor animal boarding
- Outdoor entertainment venues involving substantial outdoor facilities, noise generation, or amplified sound systems.
- Overhead commercial service doors

The intent statement of the Type D architectural component speaks to this component only being utilized for heavy commercial service or industrial warehousing. It notes that it is not intended to be utilized with the majority of GC districts. It is not intended for retail or office development

adjacent to residential neighborhoods where not adequately buffered. This architectural component is discouraged along major thoroughfares and is intended to be utilized within an industrial park development.

The Type D architectural component calls for the following:

- 35% of the exterior surface area of walls (all stories) are masonry
- 60% of the exterior surface area of all street facing walls are to be masonry (all stories)
- Permits cementious fiber board or painted metal panel for remaining materials
- Requires at least 2 design features visible from a public street or residential district.
- Permits facilities that have no exterior walls as a primary use which exposes mechanical, electrical of other facilities.

The intent statements for the Multi-Family use component speaks to being utilized as a buffer between single-family neighborhoods and more intensive uses such as commercial uses or arterial roadways. It is intended to be utilized in small areas to avoid large tracts devoted to strictly multi-family development, with the goal seeking to avoid 25 contiguous acres or more. Access should be provided by a collector or higher classification street.

The intent statement for the Type 2 site components identifies that it is to be utilized where non-residential developments are adjacent to a residential district, or other more restrictive districts. It is to be utilized with developments not requiring the accessory structure or dwelling privileges of the Type 3 site component, and is generally not used with the HC and HI use components.

The Type 2 site component requires the following:

- Accessory buildings/structures with square footage not greater than ten percent (10%) of the gross floor area of the primary building.
- Commercial outdoor animal boarding is permitted.
- Outdoor entertainment venues with substantial outdoor facilities, noise generation, and amplified sound systems are prohibited.
- Drive-through service lanes and drive-in service are permitted.
- Outdoor display is prohibited
- Outdoor storage and container storage are prohibited.
- Outdoor fuel sales are prohibited.
- At least 35% of the units of multi-family development are required to have at least one enclosed garage parking space, and parking areas shall be no wider than two parking modules wide.

The intent statement for the Type B architectural component notes that it is intended to be utilized for the majority of residential development. It is to assist with harmonious land use transitions, and is to help raise the standards for non-residential property adjacent to residential uses or property that is more restrictive.

The Type B architectural component calls for the following:

- 85% of the first surface area walls are required to be comprised of masonry.
- 50% of the exterior surface area walls (all stories) are to be comprised of masonry.

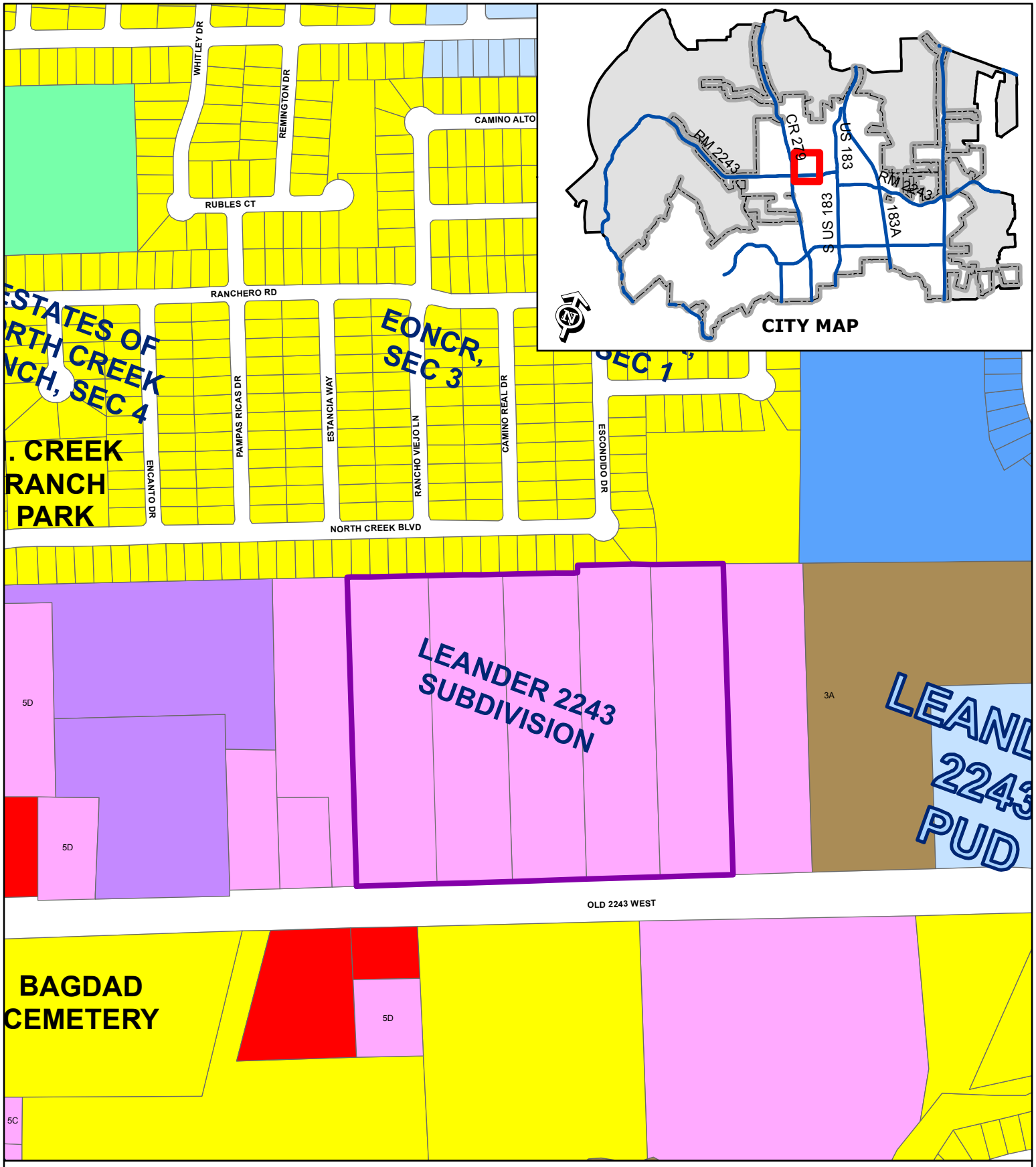
- All building fronts shall have at least four different design features to break the wall plane.
- Permits cementious fiber planking for the remaining exterior surface materials.
- This architectural component would permit a maximum density of 18 units per acre for Multi-Family development.

STAFF RECOMMENDATION:

The applicant is requesting to rezone the property to GC-4-D and MF-2-B, and staff is recommending approval of GC-3-C and MF-2-B. The request for the GC-4-D district is seeking to maintain the site component and architectural requirements of the present zoning of the property. The Type 4 site component intent statement notes that it is to be utilized for industrial or heavy commercial uses, and that it should not be utilized with office or retail development without the need for the available limits of outdoor storage and accessory buildings.

The Type 3 site component would be appropriate for commercial development at this location as it scales back the amount of outdoor display to 30% of the gross floor area for primary structures, and 20% of the gross floor area of the primary structure for outdoor storage and container storage. Additionally, the Type 3 site component would limit outdoor entertainment venues that seek substantial outdoor facilities, unshielded stadium lighting, and noise generation. This would protect the future residents immediately north of the property adjacent to Old 2243 W. and the residents within the Estates of North Creek Ranch. Additionally, the intent statements for the Type D architectural component note that it is only to be used with industrial park developments, and it's not to be located along major thoroughfares. Staff is recommending the Type C architectural component as it is appropriate for most uses permitted within the GC use component.

The MF-2-B request meets the intent statements of the use component. It meets the goal of avoiding contiguous tracts of 25 acres or less, and access to it would be provided on a collector or higher class thoroughfare (Old 2243 W.).



ZONING CASE 14-Z-022

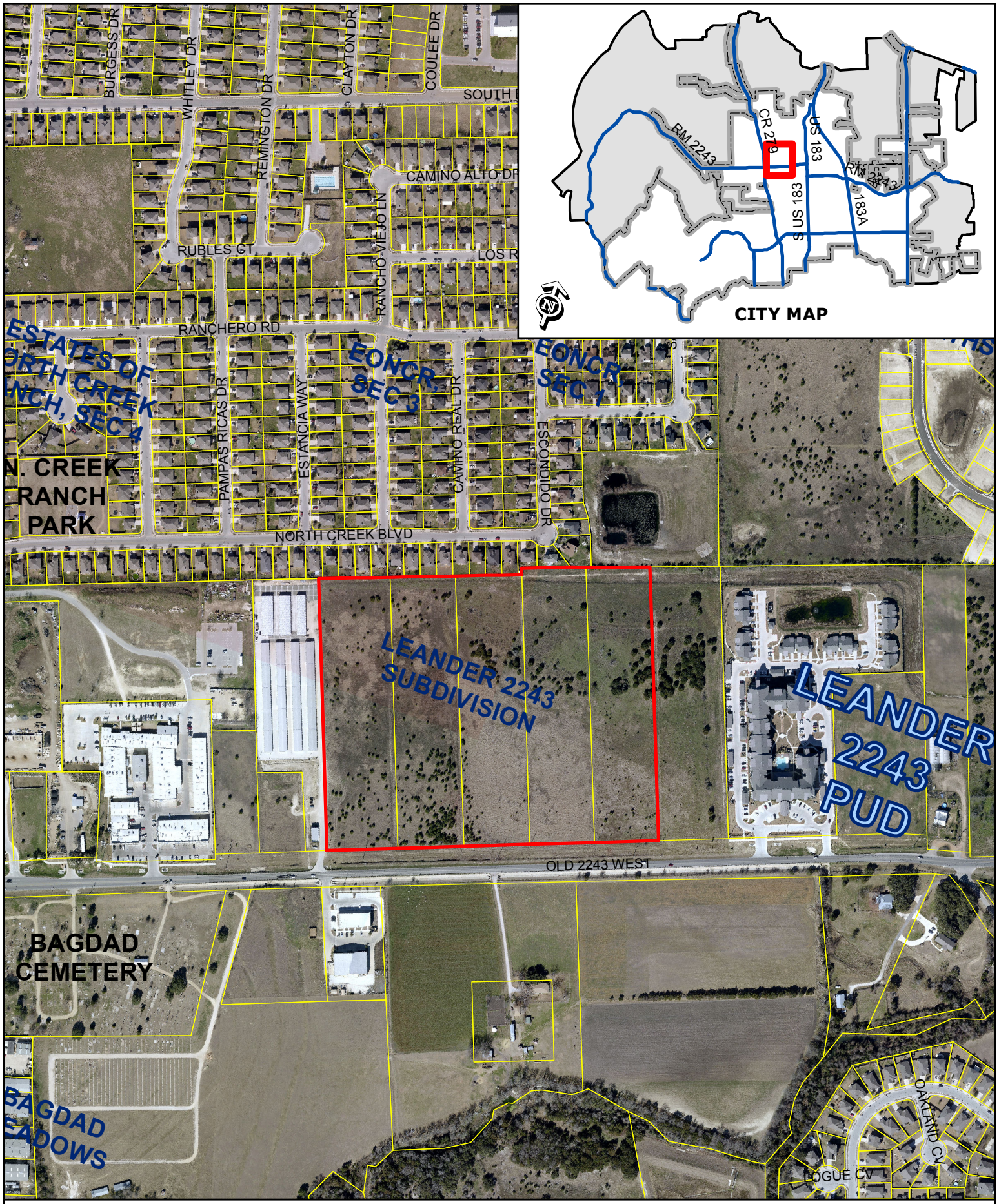
Attachment #2

Current Zoning Map
Old 2243 Mixed Use

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

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

0 200 400
Feet

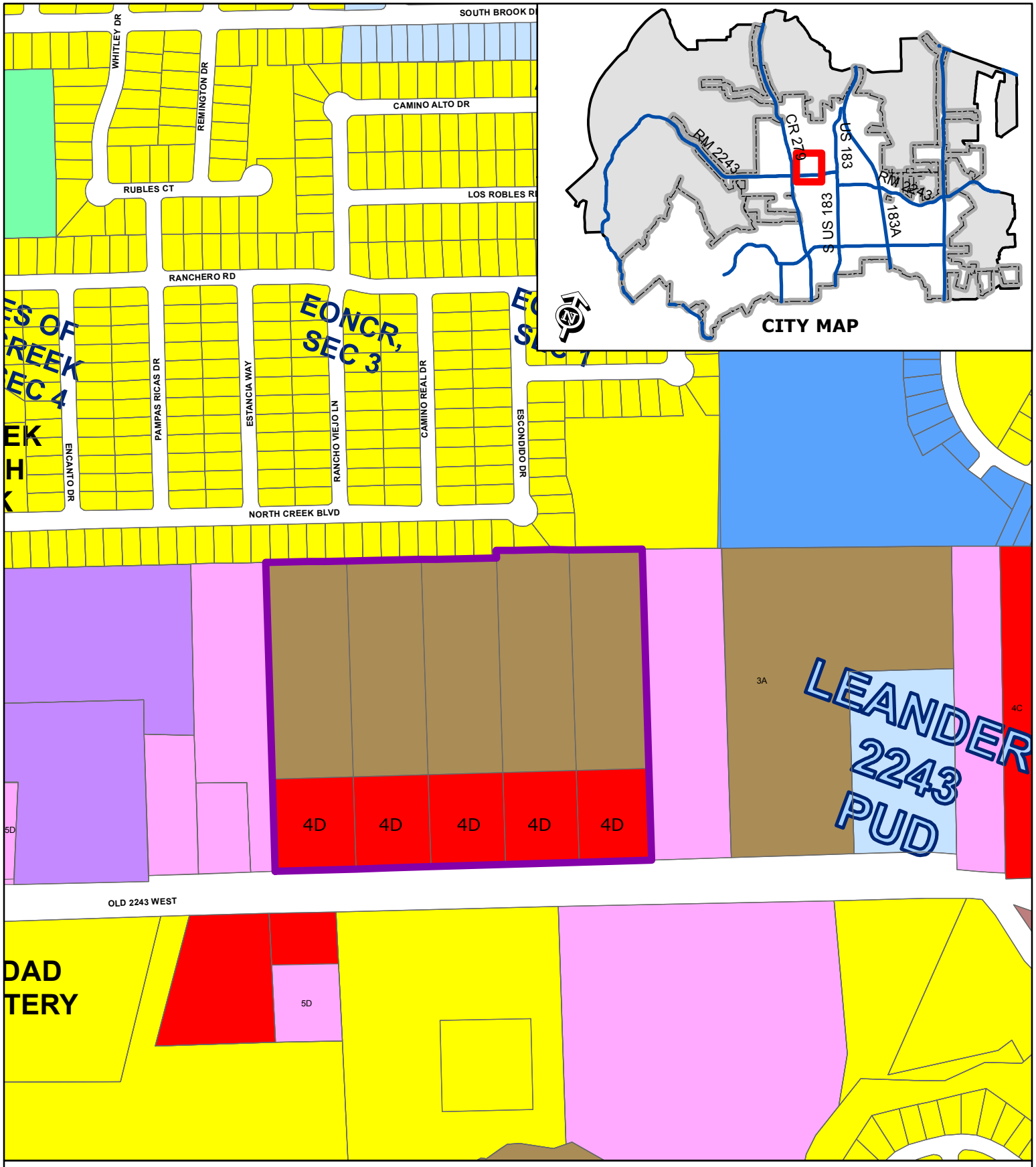


ZONING CASE 14-Z-022 Attachment #3

Aerial Exhibit - Approximate Boundaries
Old 2243 Mixed Use

0 200
Feet

Subject Property
City Limits



ZONING CASE 14-Z-022

Attachment #4

Proposed Zoning Map
Old 2243 W Mixed Use

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

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

0 200 400
Feet

Bruce Nakfoor

9119 Spinning Leaf Cove

Austin, Texas 78735

512-656-6244

June 13, 2014

City of Leander Planning Department

104 North Brushy Street

Leander, Texas 78646-0319

Re: 28 Acre Zoning Application for Lots 5,6,7,8,and 9,Block A, Replat of Lots 1-9.Block A of Leander 2243 Subdivision.

Planning Department,

I am writing you today to explain my intent to change the zoning on the above referenced property. I feel the highest and best use for the property is Multi-Family with General Commercial fronting F.M.2243. I have enclosed a statement of support from a reputable Leander resident.

The property is effectively a flat rectangle with no trees, waterways other than a drainage easement and, no existing structures.

Regards,

Bruce Nakfoor

Agent for Owner

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM HC-4-D (HEAVY COMMERCIAL) TO GC-4-D (GENERAL COMMERCIAL AND MF-2-B (MULTI-FAMILY); 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 28.5 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as Lots 5-9, Block A of the Replat of Lots 1-9, Block A of Leander 2243 Subdivision; more particularly described in Document Number 2001055146 of the Official Public Records of Williamson County, Texas, and identified by tax identification numbers R393879, R393878, R393877, R393876, and R393875.

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 GC-4-D (General Commercial) for the first 300 feet north of Old 2243 W and MF-2-B (Multi-Family) for the remainder as shown in Exhibit "A".

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 21st day of August, 2014.
FINALLY PASSED AND APPROVED on this the 4th day of September, 2014.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary

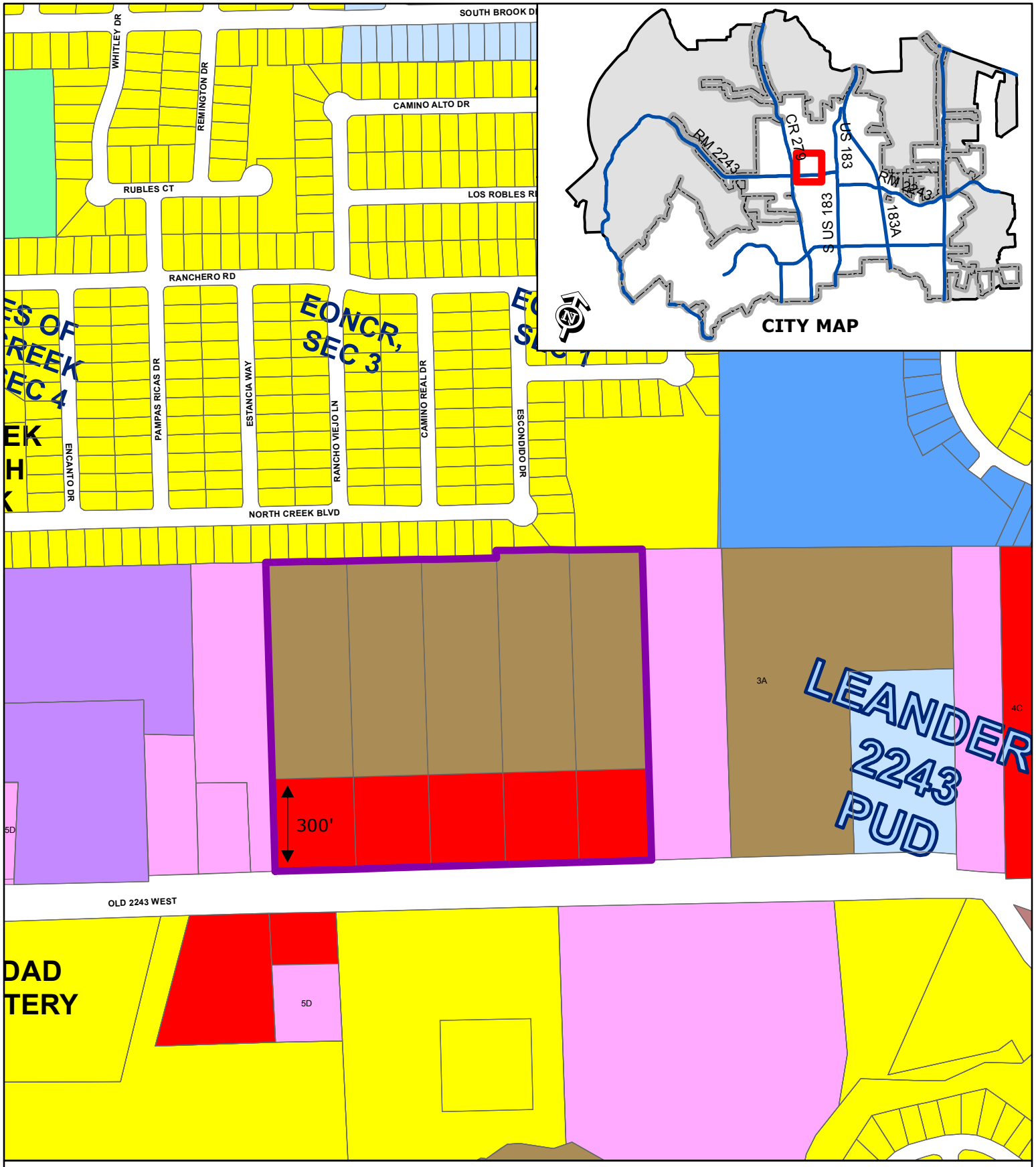


EXHIBIT A

Zoning Case 14-Z-022

Current Zoning Map
Old 2243 W Mixed Use

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

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

0 200 400
Feet

AGENDA ITEM # 8

Executive Summary

September 4, 2014

Agenda Subject: An ordinance of the City of Leander, Texas, annexing the 9.999 acres, more or less, Parker tract, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

Background: Council approved the resolution setting the public hearings for this annexation on June 5, 2014. The annexed property includes the Parker tract adjacent to the Reagan's Overlook subdivision. The resolution set the two public hearing which were conducted on July 17, 2014 and July 24, 2014. The first reading of the ordinance was approved on August 21, 2014. This is the second and final reading of the ordinance. This is a voluntary annexation.

Origination: Applicant: Ralph Reed on behalf of 162 Parker Ranch Holdings, LTD

Recommendation: Staff recommends conducting the second reading of the ordinance.

Attachments:

1. Parker Annexation Ordinance with exhibits
2. Annexation schedule

Prepared by: Tom Yantis, AICP
Director of Development Services

8/27/2014

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 9.999 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

> All portions of that certain tract or parcel of land being 9.999 acres, more or less, out of the Milton Hicks Survey, Abstract No. 287, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

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

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

ATTEST:	**CITY OF LEANDER, TEXAS**
_____	_____
Debbie Haile, City Secretary	Christopher Fielder, Mayor

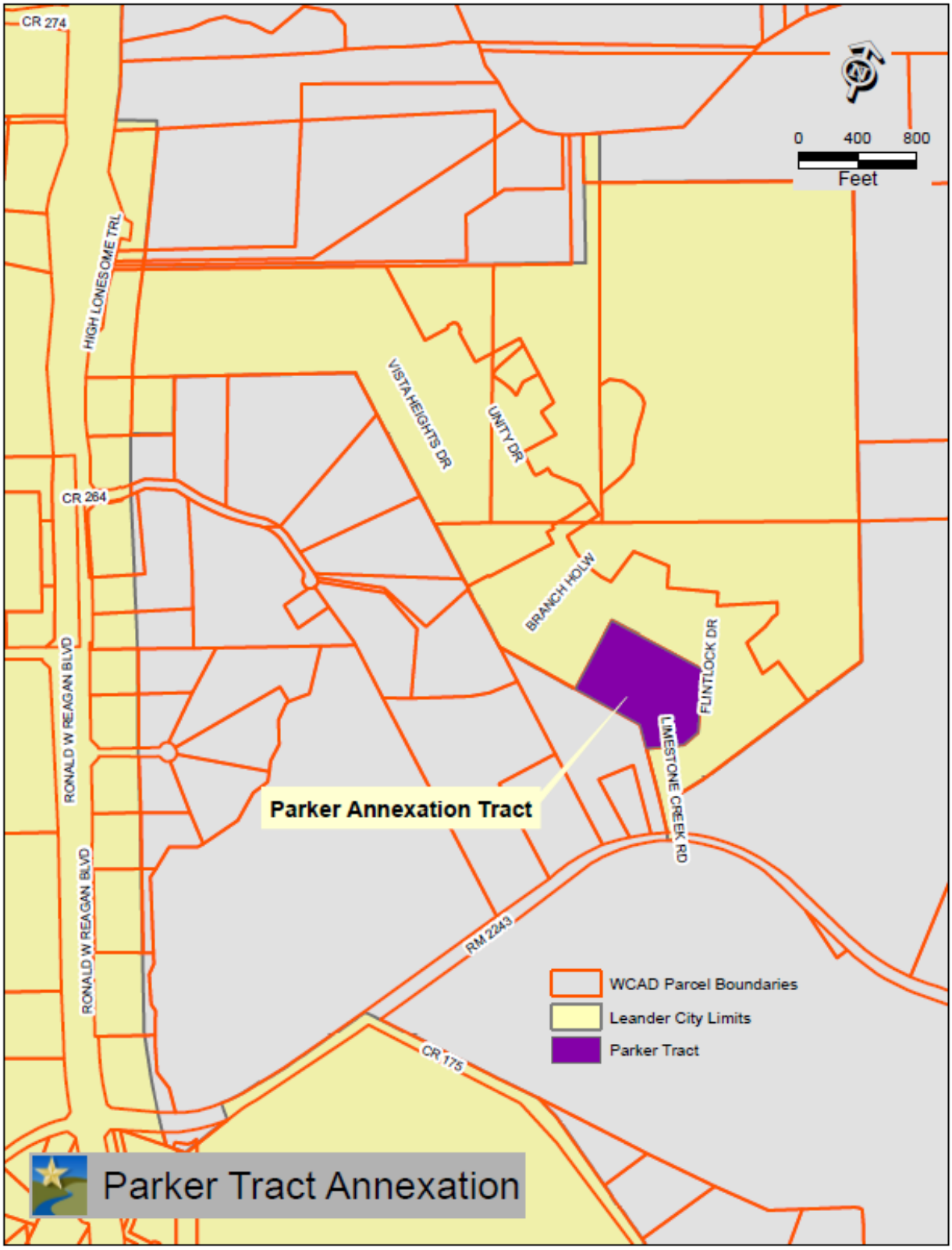

CR 274
HIGH LONESOME TRL
VISTA HEIGHTS DR
UNITY DR
CR 264
BRANCH HOLW
FLINTLOCK DR
LIMESTONE CREEK RD
RONALD W REAGAN BLVD
RONALD W REAGAN BLVD
Parker Annexation Tract
RM 2243
CR 175
0 400 800
Feet
WCAD Parcel Boundaries
Leander City Limits
Parker Tract
Parker Tract Annexation

Exhibit "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

provided within the City.

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE FOR VOLUNTARY ANNEXATION
PARKER, RED OAK VALLEY, SPRINGWOOD

DATE	ACTION/EVENT	LEGAL AUTHORITY
June 5, 2014	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **July 17, 2014 and July 24, 2014**; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 16, 2014	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
July 2, 2014** Publish notice of First Public Hearing and send school district notice **July 9, 2014**** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE; **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 17, 2014*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 24, 2014*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *SPECIAL CALLED MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **August 21, 2014***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
September 4, 2014; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**
****Newspaper notices to paper by 5p.m. the preceding Wednesday**

Executive Summary

September 4, 2014

Council Agenda Subject: Consider Dedication and Acceptance of Crystal Falls Town Center – Lot 3 – Block "A" Water and Wastewater Improvements

Background: The water and wastewater improvements required for the Crystal Falls Town Center have been installed, inspected, and found to be satisfactorily completed. All documentation required for this acceptance have 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 September 4, 2014, which will provide warranty and maintenance coverage for the infrastructure improvements through September 4, 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 Crystal Falls Town Center – Lot 3 – Block "A" Water and Wastewater Improvements

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

1-Mile Radius
BAGDAD ROAD
CRYSTAL FALLS PARKWAY
LAKELINE BLVD.
OSAGE DR.
SITE LOCATION
Leander City Limits

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

April 7, 2014

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

Re: Crystal Falls Town Center
Lot 3, Block "A" - Water and Wastewater Improvements
Certificate of Completion

Dear Mr. Watts:

I, the licensed professional engineer of record, have made a final visual observation of the referenced project. I have also visited the site during construction, and observed the installation of 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 exceptions listed below. Record Drawings have been provided to the City reflecting these changes.

1. The proposed 16" gate valve on the existing water line was redundant and was therefore removed at the request of the City.
2. The City determined the proposed 12" gate valve located outside of pavement was not required and it was removed.

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

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED
PROFESSIONAL ENGINEER

4-7-14

PN 157-051-20

MAINTENANCE BOND
Subdivision Improvements

Bond No. 712584P

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Ross Construction, Inc. as Principal, whose address is PO Box 93188, Austin, TX 78709 and Developers Surety and Indemnity Company, a Corporation organized under the laws of the State of Iowa , and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the **City of Leander, Texas** as Obligee, in the penal sum of Twelve Thousand Three Hundred Sixty Four Dollars & 35/100's ($12,364.35) 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 Crystal Falls Town Center Lot 3, Blk A, Water & Wastewater Improvements Including Trench Backfill (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 23rd day of April, 2014 .

Ross Construction, Inc.
Principal

By: _____

Title: President

Address: _____

PO Box 93188

Austin, TX 78709

Developers Surety and Indemnity Company
Surety

By: _____

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

Address: _____

105 Decker Court, Suite 670, Irving TX 75060

mailing address: PO Box 19725, Irvine, CA. 92623

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

Bond Number: 712584P

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

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

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

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

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

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

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

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

By: Daniel Young
Daniel Young, Senior Vice-President

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

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

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

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

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

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

WITNESS my hand and official seal.

Signature Gina L Garner
Gina L. Garner, Notary Public

GINA L. GARNER
COMM. # 2021213
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires May 18, 2017
WMD2

Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 23rd day of April 2014.

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

ID-1438(Rev.05/13)

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-782-1546

You may also write to the Surety at:

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

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

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

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

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

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

1-800-782-1546

Usted tanbien puede escribir a Surety at:

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

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

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas

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

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

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

THE INSCO DICO GROUP

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

CONTRACTOR: ROSS CONSTRUCTION, INC.
P.O. BOX 93188
AUSTIN, TX. 78709-3188

Pay Request 4 AND FINAL
3/31/2014

PROJECT: CF TOWN CENTER
W WW

OWNER: THE LOOKOUT GROUP, INC.
C/O JAY ENGINEERING COMPANY, INC.
1500 CR 269
LEANDER, TX 78641

ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ORIGINAL CONTRACT TOTAL	ADJ. QTY.+/-	REV. QTY.	REV. TOTAL
1	SILT FENCE	425	LF	$ 1.75	$ 743.75	(425)	-	$ -
2	ROCK BERMS	30	LF	$ 20.00	$ 600.00	(30)	-	$ -
3	PREP ROW	2.9	STA	$ 1,100.00	$ 3,190.00	-	3	$ 3,190.00
4	STABILIZED CONSTRUCTION ENT.	1	EA	$ 1,000.00	$ 1,000.00	-	1	$ 1,000.00
5	PAVEMENT REPAIR	450	SF	$ 18.25	$ 8,212.50	-	450	$ 8,212.50
6	WALK AND CURB REPAIR	1	LS	$ 1,500.00	$ 1,500.00	-	1	$ 1,500.00
7	REVEGETATION LAKELINE ROW	33	SY	$ 12.00	$ 396.00	-	33	$ 396.00
8	TRAFFIC CONTROL	1	LS	$ 2,500.00	$ 2,500.00	-	1	$ 2,500.00
	UTILITIES							
1	TRENCH SAFETY	597.00	LF	$ 15.00	$ 8,955.00	-	597	$ 8,955.00
2	8" SDR 26 WASTEWATER	289	LF	$ 105.00	$ 30,345.00	-	289	$ 30,345.00
3	WW SERVICE	1	EA	$ 1,770.00	$ 1,770.00	-	1	$ 1,770.00
4	4" SDR 21 STUB	8	LF	$ 75.00	$ 600.00	-	8	$ 600.00
5	4' WW MANHOLE	1	EA	$16,375.00	$ 16,375.00	-	1	$ 16,375.00
6	COAT MANHOLE	1	EA	$ 2,575.00	$ 2,575.00	-	1	$ 2,575.00
7	FINE GRADE AND STABILIZE DISTURBED AREA WITH MULCH	1611	SY	$ 2.00	$ 3,222.00	-	1,611	$ 3,222.00
8	16" X 12" TS&V	1	LS	$13,903.00	$ 13,903.00	-	1	$ 13,903.00
9	12" WATER DR 14	320	LF	$ 65.00	$ 20,800.00	-	320	$ 20,800.00
10	12" GATE VALVE	2	EA	$ 2,000.00	$ 4,000.00	(1)	1	$ 2,000.00
11	STORZ HYDRANT ASSEMBLY	1	EA	$ 4,100.00	$ 4,100.00	-	1	$ 4,100.00
12	SINGLE WATER SERVICE	1	EA	$ 1,100.00	$ 1,100.00	1	2	$ 2,200.00

TOTAL CONTRACT AMOUNT =	$ 123,643.50
3.5% INSPECTION FEES =	$4,327.52
FEES PAID AT SUBMITTAL =	$2,774.69
FEES OWED BY APPLICANT =	$1,552.83

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED
PROFESSIONAL ENGINEER

4-11-14

FINAL BILLS PAID AFFIDAVIT
AND CONDITIONAL WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF TRAVIS

Date: 4-23-14

Owner: Taylor Morrison at Crystal Falls, LLC

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

Project: CRYSTAL FALLS TOWN CENTER LOT 3, BLK A, WATER & WASTEWATER IMPROVEMENTS

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 23rd___ day of __Apr____, 2014___.

AFFIANT:

Signature: _____

Typed Name: _____NED ROSS_____

Initialed: N.R

Title: PRESIDENT

STATE OF TEXAS '

'

COUNTY OF _____ '

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd_____ day of Apr___, _2014___.

[S E A L]

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

_____

Notary in and for the State of Texas

Name:

My commission expires: _____

Initialed: NR

AGENDA ITEM # 10

Executive Summary

September 4, 2014

Council Agenda Subject: Consider Dedication and Acceptance of Grand Mesa at Crystal Falls Section 7 Water Line Extension

Background: The water line extension improvements required for Grand Mesa at Crystal Falls Section 7 have been installed, inspected, and found to be satisfactorily completed. All documentation required for this acceptance have 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 September 4, 2014, which will provide warranty and maintenance coverage for the infrastructure improvements through September 4, 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.

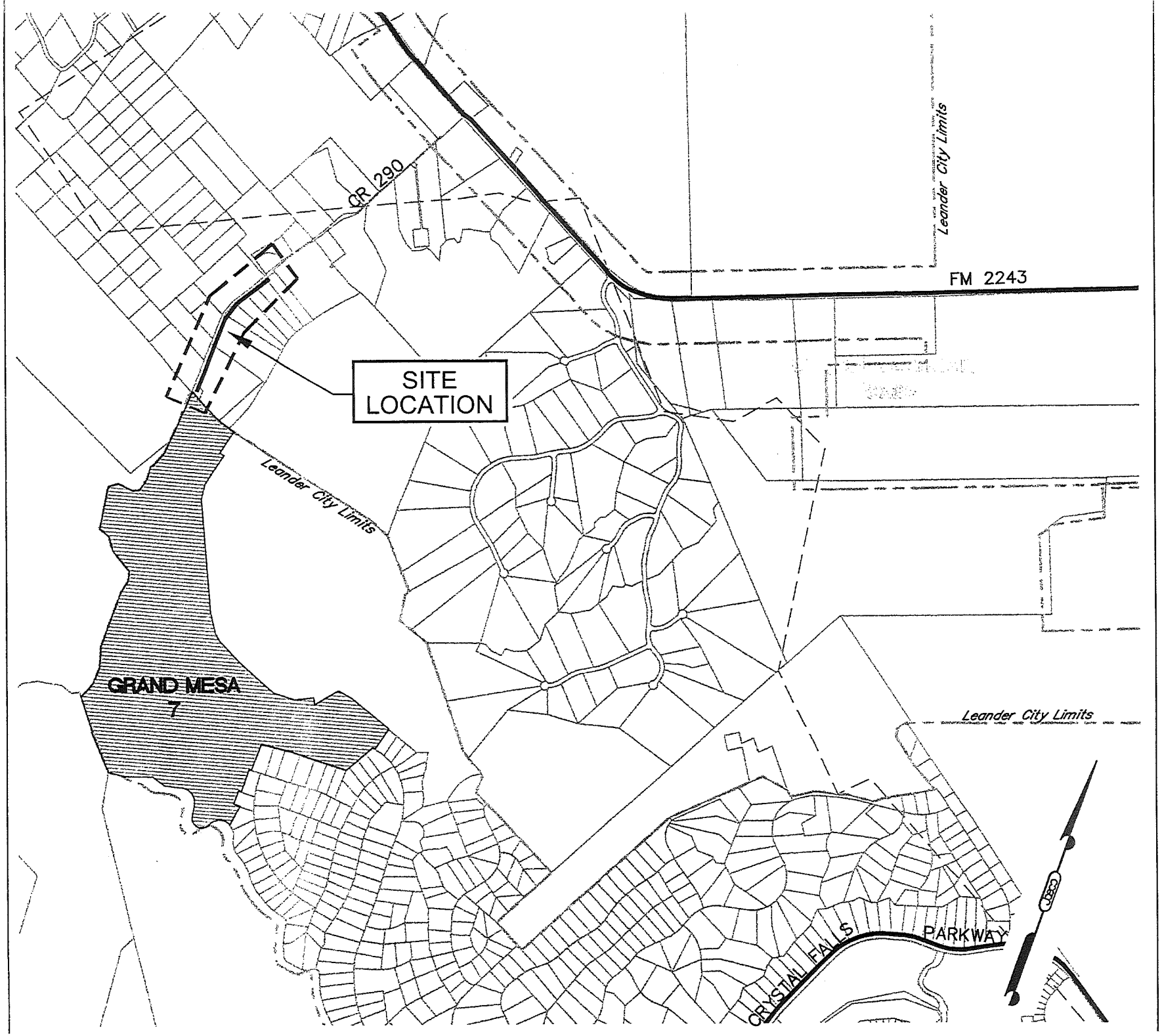
Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the Grand Mesa at Crystal Falls Section 7 Water Extension Improvements

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


CR 290
FM 2243
Leander City Limits
SITE
LOCATION
Leander City Limits
GRAND MESA
7
Leander City Limits
CRYSTAL FALLS
PARKWAY

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

July 29, 2014

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

Re: Grand Mesa at Crystal Falls Section 7 Water Line Extension
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 water improvements. Based on these observations and inspection/testing results, I hereby certify that these improvements were completed in general conformance with the approved plans and specifications.

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

Sincerely,

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED
PROFESSIONAL ENGINEER

7-29-14

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

PN 193-058-20

MAINTENANCE BOND
Subdivision Improvements

Bond No. 712786P

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Ross Construction, Inc. as Principal, whose address is PO Box 93188, Austin, TX 78709 and Developers Surety and Indemnity Company a Corporation organized under the laws of the State of Iowa, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the **City of Leander, Texas** as Obligee, in the penal sum of Twenty Thousand Seven Hundred Two & 96/100's Dollars ($20,702.96) 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 Grand Mesa at Crystal Falls II Section 7A, County Road 290 Limits, Water, Streets and Drainage 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 the performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 30th day of July, 2014 .

Ross Construction, Inc.
Principal

By: _____

Title: President

Address: _____

PO Box 93188
Austin, TX 78709

Developers Surety and Indemnity Company
Surety

By: _____

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

Address: _____

2591 Dallas Pkwy, Ste. 105
Frisco, TX 75034

mailing address: PO Box 19725, Irvine, CA. 92623

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-782-1546

You may also write to the Surety at:

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

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

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

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

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

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

1-800-782-1546

Usted tanbien puede escribir a Surety at:

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

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

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas

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

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

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

THE INSCO DICO GROUP

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

Bond Number: 712786P

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

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

John W. Schuler, Walter E. Benson Jr., Steven W. Dobson, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this November 21, 2013

By: Daniel Young
Daniel Young, Senior Vice-President

By: _____
Mark J. Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On November 21, 2013 before me Antonio Alvarado, Notary Public
Date — Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

Signature _____
Antonio Alvarado, Notary Public

ANTONIO ALVARADO
COMM. # 2033556
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Aug. 9, 2017

Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 30th day of July, 2014

By: Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary

ID-1438(Rev 11/13)

					FINAL PAY REQUEST			
PROJECT	GRAND MESA AT CRYSTAL FALLS II				4/1/2014			
	SECTION 7A CR 290 PORTION							
				CONTRACTOF	ROSS CONSTRUCTION, INC.			
OWNER:	THE LOOKOUT GROUP, INC.				P.O. BOX 93188			
	C/O JAY ENGINEERING COMPANY, INC.				AUSTIN, TX. 78709-3188			
	1500 CR 269							
	LEANDER, TX 78641							
ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ORIGINAL CONTRACT TOTAL	ADJ. QTY.+/-	REV. QTY.	REV. TOTAL
	CR 290 OFFSITE							
30	SILT FENCE	1320	LF	$ 1.75	$ 2,310.00	-	1,320	$ 2,310.00
31	STABILIZED CONSTRUCTION ENT.	1	EA	$ 1,000.00	$ 1,000.00	(1)	-	$ -
32	EXCAVATION	1122	CY	$ 5.35	$ 6,002.70	231	1,353	$ 7,238.55
33	SUBGRADE PREPARATION	4253	SY	$ 1.85	$ 7,868.05	877	5,130	$ 9,490.50
34	8" FLEX BASE	4253	SY	$ 7.25	$ 30,834.25	877	5,130	$ 37,192.50
35	RIBBON CURB	2685	LF	$ 8.25	$ 22,151.25	235	2,920	$ 24,090.00
36	1-1/2" HMAC	3520	SY	$ 8.10	$ 28,512.00	799	4,319	$ 34,983.90
37	SALVAGING AND FINE GRADING, TOPSOIL AND MIXING WITH MULCH IN LIEU OF SEEDING FOR DISTRUBED AREAS 15' BEHIND CURB (EXCLUDES WATERING FOR GROWTH)	3292	SY	$ 2.00	$ 6,584.00	-	3,292	$ 6,584.00
37A	REWORK WATER LINE AND RE-SET VALVE	0	LS	$ 4,500.00	$ -	1	1	$ 4,500.00
37B	2" - 8" SLEEVES WITH FLOWABLE BACKFILL FOR FUTURE DRY UTILITIES	0	LF	$ 11.00	$ -	420	420	
37C	ELECTRIC DITCH	0	LF	$ 7.20	$ -	560	560	
37D	ELECTRIC CONDUIT	0	LF	$ 3.50	$ -	560	560	
37E	REWORK TRANSFORMER PAD	0	LS	$ 850.00	$ -	1	1	
37F	FUTURE WATER LINE CASING	0	LF	$ 75.00	$ -	35	35	$ 2,625.00
37G	SUBGRADE PREP FOR PRIVATE DR	0	SY	$ 1.85		947	947	$ 1,751.95

PROJECT	GRAND MESA AT CRYSTAL FALLS II				4/1/2014			
	SECTION 7A CR 290 PORTION							
				CONTRACTOF	ROSS CONSTRUCTION, INC.			
OWNER:	THE LOOKOUT GROUP, INC.				P.O. BOX 93188			
	C/O JAY ENGINEERING COMPANY, INC.				AUSTIN, TX. 78709-3188			
	1500 CR 269							
	LEANDER, TX 78641							
ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ORIGINAL CONTRACT TOTAL	ADJ. QTY.+/-	REV. QTY.	REV. TOTAL
38H	1-1/2" HMAC FOR PVT DRIVE	0	SY	$ 8.10	$ -	947	947	$ 7,670.70
38	TRENCH SAFETY	0.00	LF	$ 1.50	$ -	1,292	1,292	$ 1,938.00
38A	CLEAR EASEMENT FOR WATER	0	AC	$ 3,500.00	$ -	1.2	1.2	$ 4,200.00
38B	REGRADE, SEED AND STRAW MATTING IN EASEMENT	0	SY	$ 3.35	$ -	4,307	4,307	$ 14,428.45
39	8" DR 14C900 PVC WATER	0	LF	$ 28.00	$ -	1,292	1,292	$ 36,176.00
51	5-1/4" HYDRANT ASSEMBLY	0	EA	$ 3,200.00	$ -	3	3	$ 9,600.00
52	DOUBLE WATER SERVICE	0	EA	$ 750.00	$ -	3	3	$ 2,250.00
					$ 105,262.25			**$ 207,029.55**
					MAINTENANCE BOND AMOUNT =			**$ 20,702.96**
					INSPECTION FEES =			**$ 7,246.03**
					INSPECTION FEES PAID =			**$ 2,110.50**
					INSPECTION FEES OWED =			**$ 5,135.53**

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED
PROFESSIONAL ENGINEER

7-29-14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF

Date: 8-4-14

Owner: LOOKOUT GROUP

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

Project : GRAND MESA AT CRYSTAL FALLS II SECTION 7A, COUNTY ROAD 290 LIMITS, WATER, STREETS AND DRAINAGE IMPROVEMENTS, CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 4th____ day of __Aug___, _2014___.

AFFIANT:

Signature: _____

Typed Name: Ned Ross - President

Initialed: _____

Title: _____

STATE OF TEXAS '

'

COUNTY OF __Travis___ '

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th_ day of _Aug__, 2014___.

[S E A L]

_____

Notary in and for the State of Texas

Name:_____

My commission expires:

Initialed: _____

AGENDA ITEM # 11

Executive Summary

September 4, 2014

Council Agenda Subject: Consider Dedication and Acceptance of Grand Mesa at Crystal Falls II Section 7A, Water, Streets and Drainage Improvements

Background: The water, streets and drainage improvements required for Grand Mesa at Crystal Falls Section 7A were installed, inspected, and found to be satisfactorily completed as of March 2013 with the exception of the County Road 290 (CR 290) street improvements. The Maintenance Bond warranty period for these improvements will be considered to have commenced its two year term upon receipt of all acceptance documents as evidenced on March 12, 2013 and will provide warranty and maintenance coverage through March 12, 2015. The Engineering Department will perform a formal inspection of the improvements prior to the expiration of the Maintenance Bond to assure that any defects are corrected prior to expiration of the bond. The CR 290 Street improvements have since been installed, inspected and found to be satisfactorily completed. Furthermore, all documentation required for acceptance has been received. The Maintenance Bond for the CR 290 improvements will commence its two year term upon City Council acceptance, as anticipated on September 4, 2014 and will be effective for a period of two (2) years. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond.

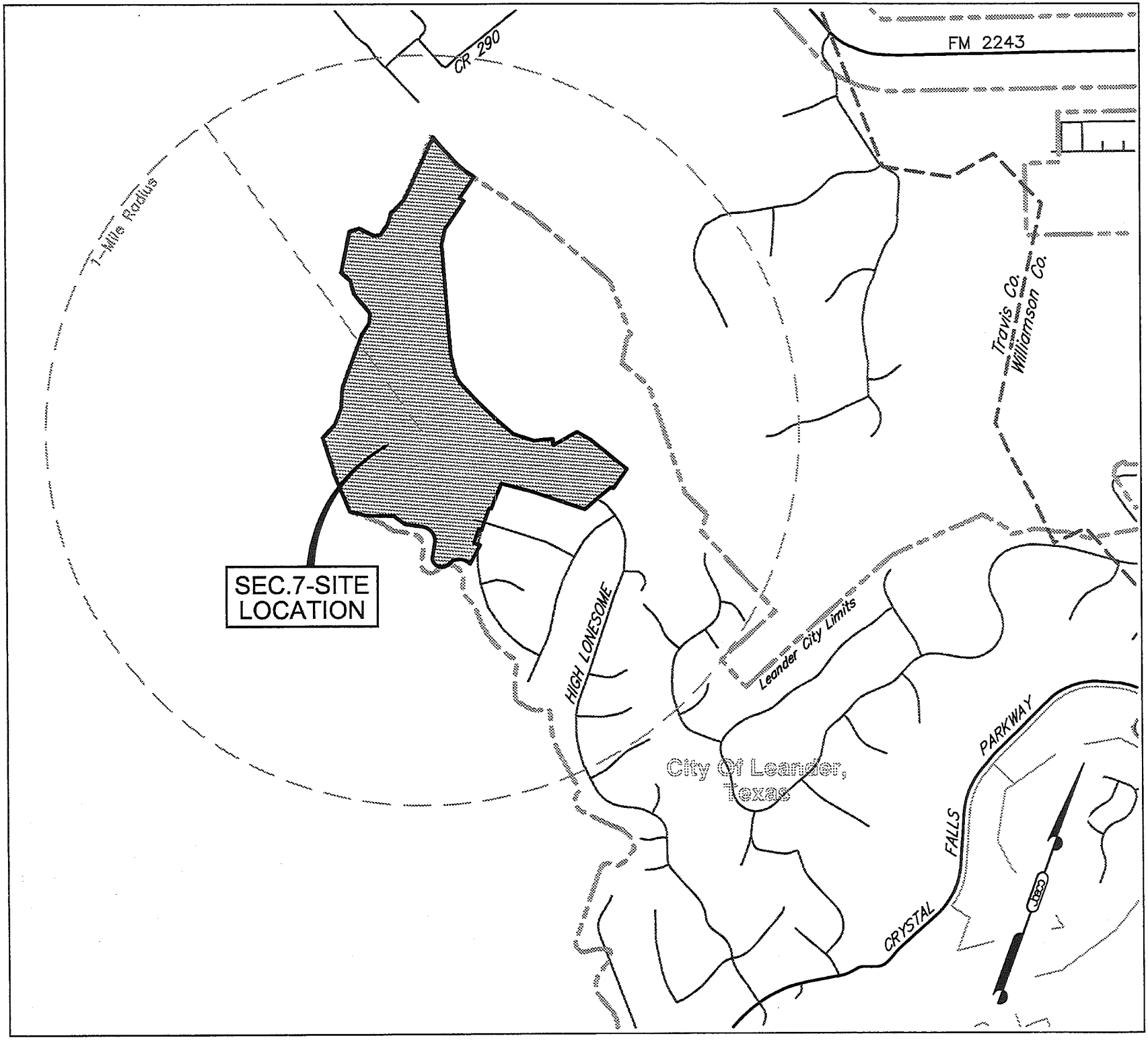
Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the Grand Mesa at Crystal Falls II Section 7A, Water, Streets and Drainage Improvements with separate warranty period expirations as described above.

Attachments: Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates for both the subdivision improvements and CR 290 extension.

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


CR 290
FM 2243
1-Mile Radius
Travis Co.
Williamson Co.
SEC.7-SITE
LOCATION
HIGH LONESOME
Leander City Limits
City Of Leander,
Texas
PARKWAY
FALLS
CRYSTAL

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

March 8, 2013

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

Re: Grand Mesa at Crystal Falls II, Section 7A
Street, Drainage, and Water Improvements
Certificate of Completion

Dear Mr. Watts:

I, the licensed professional engineer of record, have made a final visual observation of the referenced project. I have also visited the site during construction, and observed the installation of street, drainage, and water improvements. Based on these observations and inspection/testing results, I hereby certify that these improvements were completed in general conformance with the approved plans and specifications save and except for the offsite extension of CR 290 for which the owner has provided fiscal security to the City.

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,

David F. Simons

STATE OF TEXAS
DAVID F. SIMONS
94666
LICENSED
PROFESSIONAL ENGINEER
3/8/2013

David F. Simons, P.E.
DFS/s

PN 193-028-20

Developers Surety and Indemnity Company

MAINTENANCE BOND

Bond Number: 799994P

Know All Men By These Presents, That we Ross Construction, Inc.
Hereinafter called the Principal, and other undersigned, a Iowa corporation Developers Surety and Indemnity Company hereinafter called the Surety, are held and firmly bound unto the City of Leander hereinafter called the obligee, in the full sum of Seventy Three Thousand Nine Hundred One and 88/100th ($ 73,901.88) Dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with the Obligees dated June 11, 2012 for Grand Mesa at Crystal Falls II Section 7A Water, Streets, Drainage, Electric and Gas Improvements, A 110 Lot Subdivision , Including Trench Backfill

which contract has been completed and is about to be accepted.

NOW THEREFORE, if the said project shall assure the quality of materials, workmanship, and maintenance of all required improvements, including the city's cost for collecting the guaranteed funds and administering the correction and/or replacement of the covered improvements, normally wear and tear excepted, for a period of Two (2) year(s), from date of final acceptance by the City of Leander, Texas, then this obligation shall be null and void; otherwise to remain in full force and effect.

WHEREAS, the Surety shall notify the City at least fifteen (15) days prior to the end of the first full calendar year and the laps of Maintenance coverage at the end of the second full calendar year.

AND WHEREAS, a defect or failure of any required improvement occurs within the period of coverage, the City shall require that a new Maintenance bon or other surety instrument be posted for a period of one (1) calendar year sufficient to cover the corrected defect or failure.

Signed, sealed and delivered 26th day of February, 2013.

Ross Construction, Inc.
Principal

By: _____

Developers Surety and Indemnity Company
Surety

By: _____
John W. Schuler, Attorney-In-Fact

Bond Number: 799994P

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

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

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

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

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

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

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

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

By: Daniel Young
Daniel Young, Senior Vice-President

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

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

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

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

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

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

WITNESS my hand and official seal.

Signature
Antonio Alvarado, Notary Public

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

Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 26th day of February , 2013

By: Gregg N. Okura
Gregg Okura, Assistant Secretary

ID-1438(Rev.10/11)

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-782-1546

You may also write to the Surety at:

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

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

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

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

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

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

1-800-782-1546

Usted tanbien puede escribir a Surety at:

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

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

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas

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

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

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

THE INSCO DICO GROUP

Insco Insurance Services, Inc.
Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California
17780 Fitch, Suite 200
Irvine, CA 92614
1-800-782-1546
www.InscoDico.com

ID-1404 (TX) (4/01)

PAY REQUEST 6 AND FINAL

PROJECT: GRAND MESA AT CRYSTAL FALLS II
SECTION 7A (EXCLUDING HIGH LONESOME OFFSITE)

2/15/2013

CONTRACTOR: ROSS CONSTRUCTION, INC.
P.O. BOX 93188
AUSTIN, TX. 78709-3188

OWNER: THE LOOKOUT GROUP, INC.
C/O JAY ENGINEERING COMPANY, INC.
1500 CR 269
LEANDER, TX 78641

ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ORIGINAL CONTRACT TOTAL	ADJ. QTY.+/-	REV. QTY.	REV. TOTAL	PREV. QTY.	PREV. AMT.	THIS QTY.	THIS AMT.	TOTAL QTY.	% COMPL.	TOTAL AMT.
1	SILT FENCE	17579	LF	$ 1.75	$ 30,763.25	-	17,579	$ 30,763.25	17579.00	$ 30,763.25	0.00	$ -	17579.00	100.00	$ 30,763.25
2	ROCK BERMS	110	LF	$ 20.00	$ 2,200.00	-	110	$ 2,200.00	30.00	$ 600.00	80.00	$ 1,600.00	110.00	100.00	$ 2,200.00
3	DIVERSION BERMS	200	LF	$ 5.00	$ 1,000.00	-	200	$ 1,000.00	200.00	$ 1,000.00	0.00	$ -	200.00	100.00	$ 1,000.00
4	INLET PROTECTION	8	EA	$ 300.00	$ 2,400.00	-	8	$ 2,400.00	0.00	$ -	8.00	$ 2,400.00	8.00	100.00	$ 2,400.00
5	STABILIZED CONSTRUCTION ENT.	2	EA	$ 1,000.00	$ 2,000.00	-	2	$ 2,000.00	1.00	$ 1,000.00	1.00	$ 1,000.00	2.00	100.00	$ 2,000.00
6	10 CURB INLETS	6	EA	$ 2,500.00	$ 15,000.00	-	6	$ 15,000.00	6.00	$ 15,000.00	0.00	$ -	6.00	100.00	-
7	15 CURB INLETS	1	EA	$ 3,700.00	$ 3,700.00	-	1	$ 3,700.00	1.00	$ 3,700.00	0.00	$ -	1.00	100.00	-
8	18" RCP	975	LF	$ 37.00	$ 36,075.00	-	975.00	$ 36,075.00	975.00	$ 36,075.00	0.00	$ -	975.00	100.00	-
9	24" RCP	155	LF	$ 59.00	$ 9,145.00	-	155.00	$ 9,145.00	155.00	$ 9,145.00	0.00	$ -	155.00	100.00	-
10	18" HEADWALL	3	EA	$ 3,000.00	$ 9,000.00	-	3	$ 9,000.00	0.00	$ -	3.00	$ 9,000.00	3.00	100.00	-
11	24" HEADWALL / AREA INLET	1	EA	$ 3,500.00	$ 3,500.00	-	1	$ 3,500.00	0.00	$ -	1.00	$ 3,500.00	1.00	100.00	-
12	STORM MANHOLES	1	EA	$ 2,700.00	$ 2,700.00	-	1	$ 2,700.00	1.00	$ 2,700.00	0.00	$ -	1.00	100.00	-
13	AREA INLETS	3	EA	$ 3,500.00	$ 10,500.00	-	3	$ 10,500.00	0.00	$ -	3.00	$ 10,500.00	3.00	100.00	-
14	LEVEL SPREADER	3	EA	$ 2,500.00	$ 7,500.00	-	3	$ 7,500.00	0.00	$ -	3.00	$ 7,500.00	3.00	100.00	-
15	CLEAR AND GRUB	20.8	AC	$ 3,500.00	$ 72,800.00	-	20.80	$ 72,800.00	20.80	$ 72,800.00	0.00	$ -	20.80	100.00	-
16	EXCAVATION IRON WOLF / HOE RAM	42717	CY	$ 7.90	$ 337,464.30	(7,979)	34,738	$ 274,430.20	31238.00	$ 246,780.20	3500.00	$ 27,650.00	34738.00	100.00	-
16 A-D	EXCAVATION DOZER WORK	15798	CY	$ 5.36	$ 84,677.28	3,298	19,096	$ 102,354.56	19096.00	$ 102,354.56	0.00	$ -	19096.00	100.00	-
17	EMBANKMENT	13669	CY	$ 3.85	$ 52,625.65	-	13,669	$ 52,625.65	13669.00	$ 52,625.65	0.00	$ -	13669.00	100.00	-
18	SPOIL ON SITE (STOCKPILE FOR FUTURE USE) (CONTROLLED PLACEMENT AT $3.85 CY)	45966	CY	$ 1.75	$ 80,440.50	-	45,966	$ 80,440.50	24343.00	$ 42,600.25	21623.00	$ 37,840.25	45966.00	100.00	-
19	SUBGRADE PREPARATION	34983	SY	$ 1.85	$ 64,718.55	-	34,983	$ 64,718.55	34983.00	$ 64,718.55	0.00	$ -	34983.00	100.00	-
20	8" FLEX. BASE	34983	SY	$ 7.25	$ 253,626.75	-	34,983	$ 253,626.75	30700.00	$ 222,575.00	4283.00	$ 31,051.75	34983.00	100.00	-
21	1-1/2" HMAC	28146	SY	$ 8.10	$ 227,982.60	-	28,146	$ 227,982.60	28146.00	$ 227,982.60	0.00	$ -	28146.00	100.00	-
22	CURB AND GUTTER	6234	LF	$ 8.50	$ 52,989.00	-	6,234	$ 52,989.00	6234.00	$ 52,989.00	0.00	$ -	6234.00	100.00	-
23	RIBBON CURB	13792	LF	$ 8.25	$ 113,784.00	-	13,792	$ 113,784.00	13792.00	$ 113,784.00	0.00	$ -	13792.00	100.00	-
24	OWNER TO INSTALL STOP SIGNS	3	EA	$ 350.00	$ 1,050.00	-	3	$ 1,050.00	0.00	$ -	0.00	$ -	0.00	0.00	-
25	OWNER TO INSTALL SPEED LIMIT	3	EA	$ 350.00	$ 1,050.00	-	3	$ 1,050.00	0.00	$ -	0.00	$ -	0.00	0.00	-
26	OWNER TO INSTALL STOP BARS	3	EA	$ 300.00	$ 900.00	-	3	$ 900.00	0.00	$ -	0.00	$ -	0.00	0.00	-
27	SALVAGING, FINE GRADING TOPSOIL AND SEEDING OF DISTRUBED AREAS 15' BEHIND CURB (EXCLUDES WATERING FOR GROWTH)	37850	SY	$ 2.00	$ 75,700.00	-	37,850	$ 75,700.00	9400.00	$ 18,800.00	28450.00	$ 56,900.00	37850.00	100.00	-
28	BARRICADES	2	EA	$ 1,500.00	$ 3,000.00	-	2	$ 3,000.00	0.00	$ -	2.00	$ 3,000.00	2.00	100.00	-
29	CHIP AND SPREAD EXISTING DEBRIS	1	LS	#########	$ 65,888.00	-	1	$ 65,888.00	1.00	$ 65,888.00	0.00	$ -	1.00	100.00	-
	HIGH LONESOME OFFSITE FROM SUBDIVISION TO CR														
30	SILT FENCE	1320	LF	$ 1.75	$ 2,310.00	-	1,320	$ 2,310.00	0.00	$ -	0.00	$ -	0.00	0.00	$ -
31	STABILIZED CONSTRUCTION ENT.	1	EA	$ 1,000.00	$ 1,000.00	-	1	$ 1,000.00	0.00	$ -	0.00	$ -	0.00	0.00	$ -
32	EXCAVATION	1122	CY	$ 5.35	$ 6,002.70	-	1,122	$ 6,002.70	0.00	$ -	0.00	$ -	0.00	0.00	$ -
33	SUBGRADE PREPARATION	4253	SY	$ 1.85	$ 7,868.05	-	4,253	$ 7,868.05	0.00	$ -	0.00	$ -	0.00	0.00	$ -
34	8" FLEX BASE	4253	SY	$ 7.25	$ 30,834.25	-	4,253	$ 30,834.25	0.00	$ -	0.00	$ -	0.00	0.00	$ -
35	RIBBON CURB	2685	LF	$ 8.25	$ 22,151.25	-	2,685	$ 22,151.25	0.00	$ -	0.00	$ -	0.00	0.00	$ -
36	1-1/2" HMAC	3520	SY	$ 8.10	$ 28,512.00	-	3,520	$ 28,512.00	0.00	$ -	0.00	$ -	0.00	0.00	$ -
37	SALVAGING AND FINE GRADING, TOPSOIL AND SEEDING OF DISTRUBED AREAS 15' BEHIND CURB (EXCLUDES WATERING FOR GROWTH)	3292	SY	$ 2.00	$ 6,584.00	-	3,292	$ 6,584.00	0.00	$ -	0.00	$ -	0.00	0.00	$ -
	UTILITIES														
38	TRENCH SAFETY	10803.00	LS	$ 1.50	$ 16,204.50	-	10,803	$ 16,204.50	10803.00	$ 16,204.50	0.00	$ -	10803.00	100.00	$ 16,204.50
39	8" DR 14C900 PVC WATER	4195	LF	$ 28.00	$ 117,460.00	-	4,195	$ 117,460.00	4195.00	$ 117,460.00	0.00	$ -	4195.00	100.00	$ 117,460.00
40	8" GATE VALVE	5	EA	$ 900.00	$ 4,500.00	-	5	$ 4,500.00	5.00	$ 4,500.00	0.00	$ -	5.00	100.00	$ 4,500.00

PROJECT: GRAND MESA AT CRYSTAL FALLS II
SECTION 7A (EXCLUDING HIGH LONESOME OFFSITE)

2/15/2013

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ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ORIGINAL CONTRACT TOTAL	ADJ. QTY.+/-	REV. QTY.	REV. TOTAL	PREV. QTY.	PREV. AMT.	THIS QTY.	THIS AMT.	TOTAL QTY.	% COMPL.	TOTAL AMT.
41	12" DR 14 C905 PVC WATER	4608	LF	$ 52.00	$ 239,616.00	-	4,608	$ 239,616.00	4608.00	$ 239,616.00	0.00	$ -	4608.00	100.00	$ 239,616.00
42	12" GATE VALVE	6	EA	$ 700.00	$ 4,200.00	-	6	$ 4,200.00	6.00	$ 4,200.00	0.00	$ -	6.00	100.00	$ 4,200.00
43	CONCRETE CAP 12" WATER	80	LF	$ 75.00	$ 6,000.00	-	80	$ 6,000.00	80.00	$ 6,000.00	0.00	$ -	80.00	100.00	$ 6,000.00
44	16" DR 18 C905 PVC WATER	2000	LF	$ 65.00	$ 130,000.00	-	2,000	$ 130,000.00	2000.00	$ 130,000.00	0.00	$ -	2000.00	100.00	$ 130,000.00
45	16" GATE VALVE	5	EA	$ 6,450.00	$ 32,250.00	-	5	$ 32,250.00	5.00	$ 32,250.00	0.00	$ -	5.00	100.00	$ 32,250.00
46	AARV	3	EA	$ 2,500.00	$ 7,500.00	-	3	$ 7,500.00	3.00	$ 7,500.00	0.00	$ -	3.00	100.00	$ 7,500.00
47	FLUSHING VALVE	2	EA	$ 1,500.00	$ 3,000.00	-	2	$ 3,000.00	2.00	$ 3,000.00	0.00	$ -	2.00	100.00	$ 3,000.00
48	8" FITTINGS	11	EA	$ 250.00	$ 2,750.00	-	11	$ 2,750.00	11.00	$ 2,750.00	0.00	$ -	11.00	100.00	$ 2,750.00
49	12" FITTINGS	17	EA	$ 375.00	$ 6,375.00	-	17	$ 6,375.00	17.00	$ 6,375.00	0.00	$ -	17.00	100.00	$ 6,375.00
50	16" FITTINGS	11	EA	$ 1,100.00	$ 12,100.00	-	11	$ 12,100.00	11.00	$ 12,100.00	0.00	$ -	11.00	100.00	$ 12,100.00
51	5-1/4" HYDRANT ASSEMBLY	24	EA	$ 3,200.00	$ 76,800.00	-	24	$ 76,800.00	24.00	$ 76,800.00	0.00	$ -	24.00	100.00	$ 76,800.00
52	DOUBLE WATER SERVICE	52	EA	$ 750.00	$ 39,000.00	-	52	$ 39,000.00	41.00	$ 30,750.00	11.00	$ 8,250.00	52.00	100.00	$ 39,000.00
53	SINGLE WATER SERVICE	4	EA	$ 725.00	$ 2,900.00	-	4	$ 2,900.00	4.00	$ 2,900.00	0.00	$ -	4.00	100.00	$ 2,900.00
54	3/4" PRESSURE REDUCING VALVE	108	EA	$ 155.00	$ 16,740.00	(108)	-	$ -	0.00	$ -	0.00	$ -	0.00	0.00	$ -
55	MAINT BOND	1	LS	#########	$ 11,500.00	-	1	$ 11,500.00	0.00	$ -	1.00	$ 11,500.00	1.00	100.00	-
									0.00		0.00		0.00		
56	PROCESS ON SITE BASE FOR GM 7 AND 8	30000	CY	$2.35	$ 70,500.00	-	30,000	$ 70,500.00	23000.00	$ 54,050.00	7000.00	$ 16,450.00	30000.00	100.00	-
57	GAS AND ELECTRIC ALLOWANCE	1	LS	#########	$ 603,323.00	(1)	-	$ -	0.00	$ -	0.00	$ -	0.00	0.00	$ -
	ELECTRIC														
58	JOINT TRENCH	11962	LF	$ 7.20	$ 86,126.40	-	11,962	$ 86,126.40	11962.00	$ 86,126.40	0.00	$ -	11962.00	100.00	-
59	JOINT BACKFILL	1772	CY	$ 13.00	$ 23,036.00	-	1,772	$ 23,036.00	1772.00	$ 23,036.00	0.00	$ -	1772.00	100.00	-
60	3" CONDUIT	22825	EA	$ 3.60	$ 82,170.00	-	22,825	$ 82,170.00	22825.00	$ 82,170.00	0.00	$ -	22825.00	100.00	-
61	4" CONDUIT	22350	EA	$ 3.90	$ 87,165.00	-	22,350	$ 87,165.00	22350.00	$ 87,165.00	0.00	$ -	22350.00	100.00	-
62	36 SECTIONALIZING ENCLOSURE	3	EA	$ 890.00	$ 2,670.00	-	3	$ 2,670.00	1.00	$ 890.00	2.00	$ 1,780.00	3.00	100.00	-
63	56 SECTIONALIZING ENCLOSURE	16	EA	$ 950.00	$ 15,200.00	-	16	$ 15,200.00	11.00	$ 10,450.00	5.00	$ 4,750.00	16.00	100.00	-
64	74 SECTIONALIZING ENCLOSURE	1	EA	$ 1,050.00	$ 1,050.00	-	1	$ 1,050.00	0.00	$ -	1.00	$ 1,050.00	1.00	100.00	-
65	TRANSFORMER PADS	2	EA	$ 550.00	$ 1,100.00	-	2	$ 1,100.00	1.00	$ 550.00	1.00	$ 550.00	2.00	100.00	-
66	3" SWEEPS	177	EA	$ 18.00	$ 3,186.00	-	177	$ 3,186.00	177.00	$ 3,186.00	0.00	$ -	177.00	100.00	-
67	4" SWEEPS	81	EA	$ 35.00	$ 2,835.00	-	81	$ 2,835.00	81.00	$ 2,835.00	0.00	$ -	81.00	100.00	-
68	PULL STRING	45175	LF	$ 0.15	$ 6,776.25	-	45,175	$ 6,776.25	45175.00	$ 6,776.25	0.00	$ -	45175.00	100.00	-
69	POLE RISER	1	EA	$ 950.00	$ 950.00	-	1	$ 950.00	0.00	$ -	1.00	$ 950.00	1.00	100.00	-
70	4 X 8 VAULT	5	EA	$ 8,543.00	$ 42,715.00	-	5	$ 42,715.00	5.00	$ 42,715.00	0.00	$ -	5.00	100.00	-
71	8 X 8 VAULT	3	EA	$ 9,273.00	$ 27,819.00	-	3	$ 27,819.00	2.00	$ 18,546.00	1.00	$ 9,273.00	3.00	100.00	-
	GAS														
72	GAS SERVICES PER TXU PLANS AND SPECS	64	EA	$ 395.00	$ 25,280.00	-	64	$ 25,280.00	64.00	$ 25,280.00	0.00	$ -	64.00	100.00	-
73	2" GAS MAIN PER ATMOS PLANS AND SPECS	3038	LF	$ 6.30	$ 19,139.40	-	3,038	$ 19,139.40	3038.00	$ 19,139.40	0.00	$ -	3038.00	100.00	-
74	4" GAS MAIN PER ATMOS PLANS AND SPECS	638	LF	$ 8.45	$ 5,391.10	-	638	$ 5,391.10	638.00	$ 5,391.10	0.00	$ -	638.00	100.00	-
75	6" GAS MAIN PER ATMOS PLANS AND SPECS	7175	LF	$ 11.20	$ 80,360.00	-	7,175	$ 80,360.00	7175.00	$ 80,360.00	0.00	$ -	7175.00	100.00	-
76	2" HOT TAPS	1	EA	$ 850.00	$ 850.00	-	1	$ 850.00	1.00	$ 850.00	0.00	$ -	1.00	100.00	-
77	6" HOT TAPS	1	EA	$ 1,200.00	$ 1,200.00	-	1	$ 1,200.00	1.00	$ 1,200.00	0.00	$ -	1.00	100.00	-
78	PVC SLEEVES	1230	LF	$ 6.00	$ 7,380.00	-	1,230	$ 7,380.00	1230.00	$ 7,380.00	0.00	$ -	1230.00	100.00	-

TOTAL FOR CITY ACCEPTED IMPROVEMENTS - $ 739,018.75
MAINTENANCE BOND - 10% = $ 73,901.88

STATE OF TEXAS
SAMUEL D. KIGER
89853
LICENSED
PROFESSIONAL ENGINEER

3-5-13

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF TRAVIS

Date: March 12, 2013

Owner: Lookout Group Inc.

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

Project : Grand Mesa at Crystal Falls Section 7a, Street, Drainage, Water, Gas and Electric Construction

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this _12th day of _Mar_____, _2013____.

AFFIANT:

Signature: _____

Typed Name: _____NED ROSS _____

Title: _____PRESIDENT_____

Initialed: N R.

STATE OF TEXAS '

COUNTY OF __TRAVIS___ '

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th_ day of __Mar_, ___2013_.

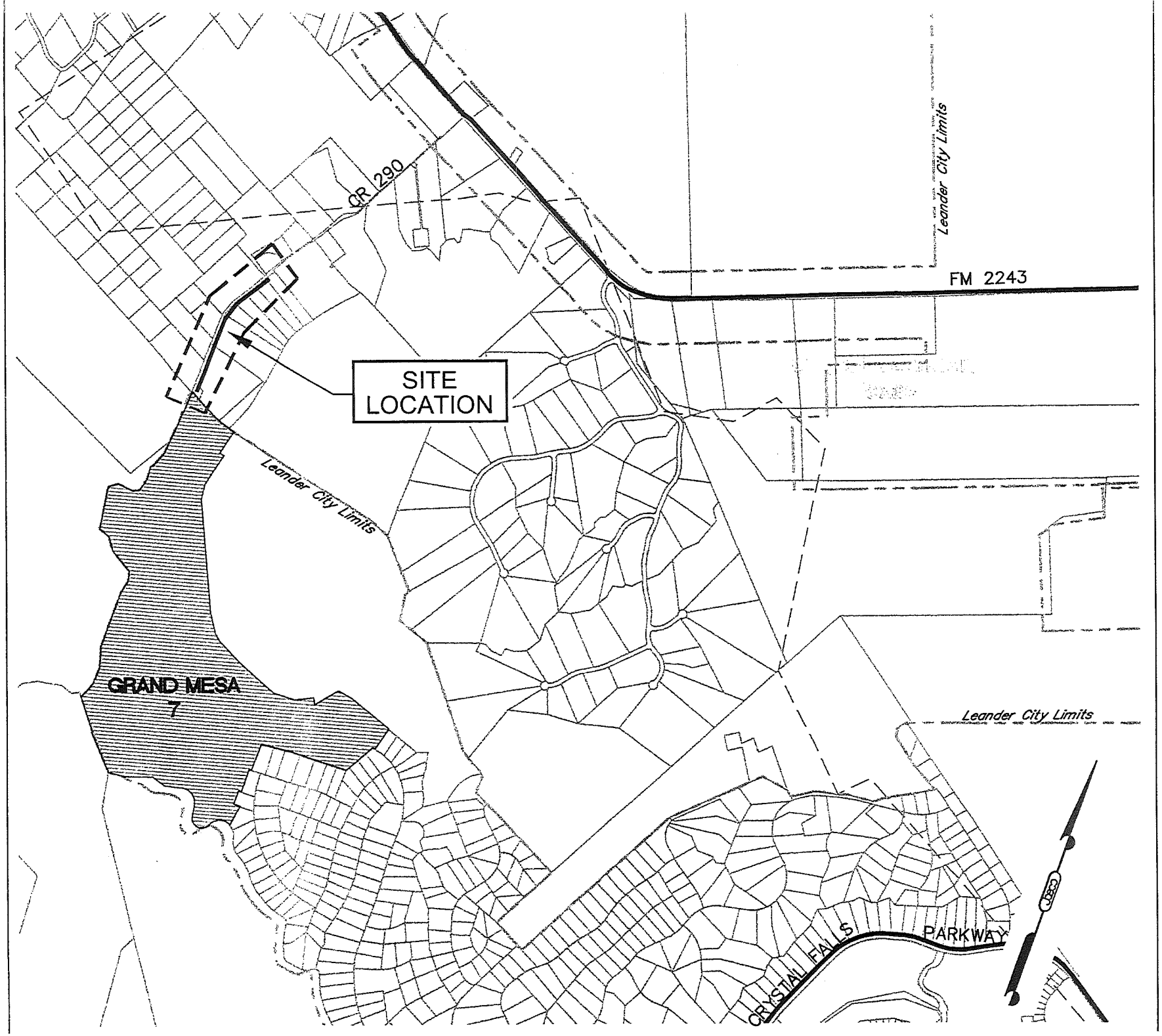
[S E A L]

Notary in and for the State of Texas

Name:_____

My commission expires: _____

Initialed: NR


CR 290
FM 2243
Leander City Limits
SITE
LOCATION
Leander City Limits
GRAND MESA
7
Leander City Limits
CRYSTAL FALLS
PARKWAY

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

July 29, 2014

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

Re: Grand Mesa at Crystal Falls II, Section 7
Offsite CR 290 Extension
Street, Drainage, and Water Improvements
Certificate of Completion

Dear Mr. Watts:

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

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

Sincerely,

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

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED
PROFESSIONAL ENGINEER

7-29-14

PN 193-028-20

MAINTENANCE BOND
Subdivision Improvements

Bond No. 712786P

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Ross Construction, Inc. as Principal, whose address is PO Box 93188, Austin, TX 78709 and Developers Surety and Indemnity Company a Corporation organized under the laws of the State of Iowa, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the **City of Leander, Texas** as Obligee, in the penal sum of Twenty Thousand Seven Hundred Two & 96/100's Dollars ($20,702.96) 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 Grand Mesa at Crystal Falls II Section 7A, County Road 290 Limits, Water, Streets and Drainage 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 the performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 30th day of July, 2014 .

Ross Construction, Inc.
Principal

By: _____

Title: President

Address: _____

PO Box 93188
Austin, TX 78709

Developers Surety and Indemnity Company
Surety

By: _____

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

Address: _____

2591 Dallas Pkwy, Ste. 105
Frisco, TX 75034

mailing address: PO Box 19725, Irvine, CA. 92623

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-782-1546

You may also write to the Surety at:

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

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

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

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

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

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

1-800-782-1546

Usted tanbien puede escribir a Surety at:

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

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

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas

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

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

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

THE INSCO DICO GROUP

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

Bond Number: 712786P

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

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

John W. Schuler, Walter E. Benson Jr., Steven W. Dobson, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this November 21, 2013

By: Daniel Young
Daniel Young, Senior Vice-President

By: _____
Mark J. Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On November 21, 2013 before me Antonio Alvarado, Notary Public
Date — Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

Signature _____
Antonio Alvarado, Notary Public

ANTONIO ALVARADO
COMM. # 2033556
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Aug. 9, 2017

Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 30th day of July, 2014

By: Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary

ID-1438(Rev 11/13)

					FINAL PAY REQUEST			
PROJECT	GRAND MESA AT CRYSTAL FALLS II				4/1/2014			
	SECTION 7A CR 290 PORTION							
				CONTRACTOF	ROSS CONSTRUCTION, INC.			
OWNER:	THE LOOKOUT GROUP, INC.				P.O. BOX 93188			
	C/O JAY ENGINEERING COMPANY, INC.				AUSTIN, TX. 78709-3188			
	1500 CR 269							
	LEANDER, TX 78641							
ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ORIGINAL CONTRACT TOTAL	ADJ. QTY.+/-	REV. QTY.	REV. TOTAL
	CR 290 OFFSITE							
30	SILT FENCE	1320	LF	$ 1.75	$ 2,310.00	-	1,320	$ 2,310.00
31	STABILIZED CONSTRUCTION ENT.	1	EA	$ 1,000.00	$ 1,000.00	(1)	-	$ -
32	EXCAVATION	1122	CY	$ 5.35	$ 6,002.70	231	1,353	$ 7,238.55
33	SUBGRADE PREPARATION	4253	SY	$ 1.85	$ 7,868.05	877	5,130	$ 9,490.50
34	8" FLEX BASE	4253	SY	$ 7.25	$ 30,834.25	877	5,130	$ 37,192.50
35	RIBBON CURB	2685	LF	$ 8.25	$ 22,151.25	235	2,920	$ 24,090.00
36	1-1/2" HMAC	3520	SY	$ 8.10	$ 28,512.00	799	4,319	$ 34,983.90
37	SALVAGING AND FINE GRADING, TOPSOIL AND MIXING WITH MULCH IN LIEU OF SEEDING FOR DISTRUBED AREAS 15' BEHIND CURB (EXCLUDES WATERING FOR GROWTH)	3292	SY	$ 2.00	$ 6,584.00	-	3,292	$ 6,584.00
37A	REWORK WATER LINE AND RE-SET VALVE	0	LS	$ 4,500.00	$ -	1	1	$ 4,500.00
37B	2" - 8" SLEEVES WITH FLOWABLE BACKFILL FOR FUTURE DRY UTILITIES	0	LF	$ 11.00	$ -	420	420	
37C	ELECTRIC DITCH	0	LF	$ 7.20	$ -	560	560	
37D	ELECTRIC CONDUIT	0	LF	$ 3.50	$ -	560	560	
37E	REWORK TRANSFORMER PAD	0	LS	$ 850.00	$ -	1	1	
37F	FUTURE WATER LINE CASING	0	LF	$ 75.00	$ -	35	35	$ 2,625.00
37G	SUBGRADE PREP FOR PRIVATE DR	0	SY	$ 1.85		947	947	$ 1,751.95

PROJECT	GRAND MESA AT CRYSTAL FALLS II				4/1/2014			
	SECTION 7A CR 290 PORTION							
				CONTRACTOF	ROSS CONSTRUCTION, INC.			
OWNER:	THE LOOKOUT GROUP, INC.				P.O. BOX 93188			
	C/O JAY ENGINEERING COMPANY, INC.				AUSTIN, TX. 78709-3188			
	1500 CR 269							
	LEANDER, TX 78641							
ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ORIGINAL CONTRACT TOTAL	ADJ. QTY.+/-	REV. QTY.	REV. TOTAL
38H	1-1/2" HMAC FOR PVT DRIVE	0	SY	$ 8.10	$ -	947	947	$ 7,670.70
38	TRENCH SAFETY	0.00	LF	$ 1.50	$ -	1,292	1,292	$ 1,938.00
38A	CLEAR EASEMENT FOR WATER	0	AC	$ 3,500.00	$ -	1.2	1.2	$ 4,200.00
38B	REGRADE, SEED AND STRAW MATTING IN EASEMENT	0	SY	$ 3.35	$ -	4,307	4,307	$ 14,428.45
39	8" DR 14C900 PVC WATER	0	LF	$ 28.00	$ -	1,292	1,292	$ 36,176.00
51	5-1/4" HYDRANT ASSEMBLY	0	EA	$ 3,200.00	$ -	3	3	$ 9,600.00
52	DOUBLE WATER SERVICE	0	EA	$ 750.00	$ -	3	3	$ 2,250.00
					$ 105,262.25			**$ 207,029.55**
					MAINTENANCE BOND AMOUNT =			**$ 20,702.96**
					INSPECTION FEES =			**$ 7,246.03**
					INSPECTION FEES PAID =			**$ 2,110.50**
					INSPECTION FEES OWED =			**$ 5,135.53**

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED
PROFESSIONAL ENGINEER

7-29-14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF

Date: 8-4-14

Owner: LOOKOUT GROUP

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

Project : GRAND MESA AT CRYSTAL FALLS II SECTION 7A, COUNTY ROAD 290 LIMITS, WATER, STREETS AND DRAINAGE IMPROVEMENTS, CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 4th____ day of __Aug___, _2014___.

AFFIANT:

Signature: _____

Typed Name: Ned Ross - President

Initialed: _____

Title: _____

STATE OF TEXAS '

'

COUNTY OF __Travis___ '

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th_ day of _Aug__, 2014___.

[S E A L]

_____

Notary in and for the State of Texas

Name:_____

My commission expires:

Initialed: _____

Executive Summary

September 4, 2014

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Vista Ridge, Phase 2

Background: The subdivision infrastructure improvements required for Vista Ridge, Phase 2, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on September 4, 2014, which will provide warranty and maintenance coverage for the infrastructure improvements through September 4, 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.

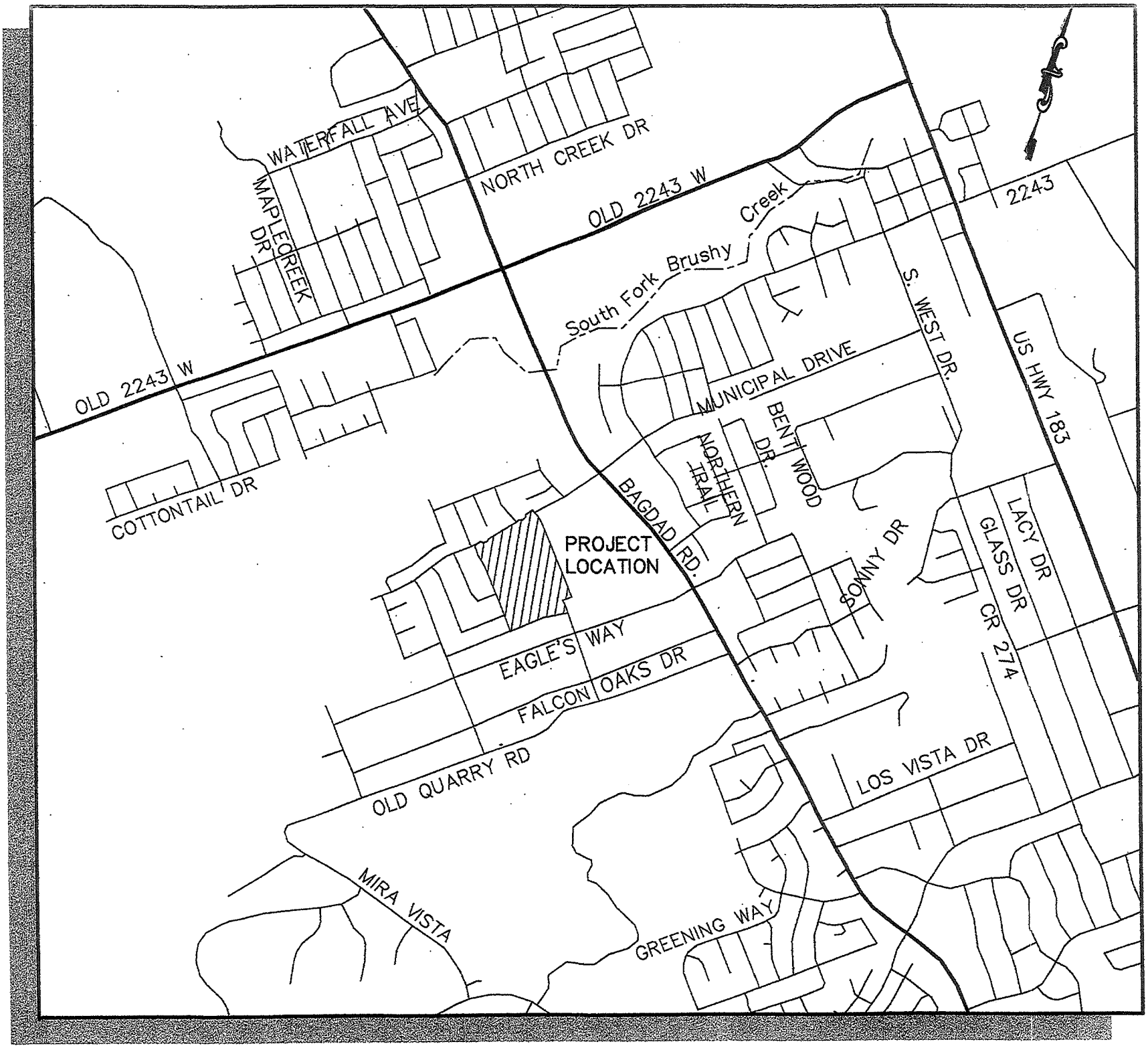
Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Vista Ridge, Phase 2.

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

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


WATERFALL AVE
MAPLE CREEK DR
NORTH CREEK DR
OLD 2243 W
South Fork Brushy Creek
2243
S. WEST DR.
US HWY 183
MUNICIPAL DRIVE
BENT WOOD DR.
NORTHERN TRAIL
BAGDAD RD.
COTTONTAIL DR
PROJECT LOCATION
SONNY DR
LACY DR
GLASS DR
CR 274
EAGLE'S WAY
FALCON OAKS DR
OLD QUARRY RD
LOS VISTA DR
MIRA VISTA
GREENING WAY

B & A

Bleyl & Associates

Planning • Engineering • Management

1715 Capital of Texas Hwy South
Suite 109
Austin, Texas 78746
Tex. Reg. No. F-678

ENGINEER'S CONCURRENCE LETTER

FOR FINAL INSPECTION AND

ENGINEERING RELEASE

Date: August 20, 2014
Project Name: Vista Ridge Phase Two-C
Address: Peregrine Way

On this day, August 20, 2014, I, the undersigned professional engineer made a visual inspection of the above referenced project. I also have visited the site during construction and observed that the water, wastewater, storm sewer, streets, and drainage structures were constructed in general conformance to the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All streets, curb and gutter, storm sewers, accessible ramps, inlets, water and wastewater systems.

STATE OF TEXAS
KENNY WATKINS
64738

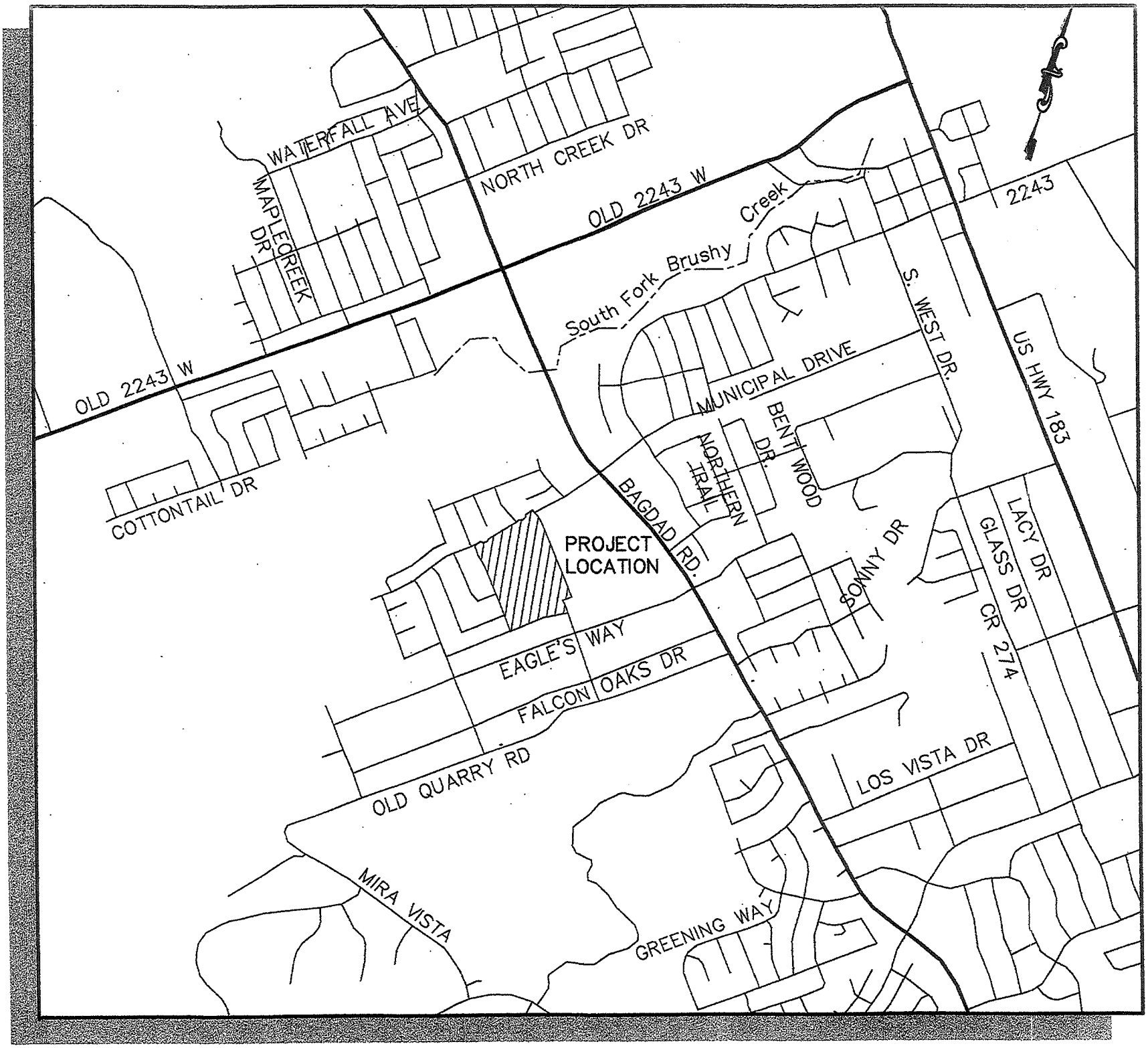
Signature
By: Kenny Watkins

s:\b&a job directory\11200's\11218 - vista ridge phase two c\construction\project acceptance\concurrence.docx

Bryan
(979) 268-1125
(979) 260-3849 Fax

Austin
(512) 328-7878
(512) 328-7884 Fax

Conroe
(936) 441-7833
(936) 760-3833 Fax


WATERFALL AVE
MAPLE CREEK DR
NORTH CREEK DR
OLD 2243 W
South Fork Brushy Creek
2243
S. WEST DR.
US HWY 183
MUNICIPAL DRIVE
BENT WOOD DR.
NORTHERN TRAIL
BAGDAD RD.
COTTONTAIL DR
PROJECT LOCATION
SONNY DR
LACY DR
GLASS DR
CR 274
EAGLE'S WAY
FALCON OAKS DR
OLD QUARRY RD
LOS VISTA DR
MIRA VISTA
GREENING WAY

ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (866)268-1810
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: August 18, 2014

TO: Nick Ozuna
MHI Partnership
7676 Woodway #104
Houston TX 77063
kwatkins@bleylengineering.com

FROM: Robert Ronson, RAS

PROJECT: Vista Ridge Phase 2-C
Peregrin Way
Leander TX 78641

Inspection performed: 8/14/2014

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection. Curb ramps at intersections only - no sidewalks constructed at private lots.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

Also note, this project is understood to be under $50,000 in value and not subject to review and/or inspection under current state law, therefore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

NOTE: *The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.*

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

Bond No. 4395175Mnt

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Joe Bland Construction, LP as Principal, whose address is 13111 Dessau Road, Austin, Texas 78754 and Suretec Insurance Company a Corporation organized under the laws of the State of Texas, 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 Five Thousand Seven Hundred Eighty Four and 22/100's Dollars ($ 55,784.22) 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 Vista Ridge - Phase Two-C Street, Drainage, Water & Wastewater Improvements (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4th day of August, 2014.

Joe Bland Construction, LP	Suretec Insurance Company
Principal	Surety
By: Joe Bland	By:
Title: President, Bland, Inc. General Partner	Title: David S. Ballew, Attorney-In-Fact
Address:	Address:
13111 Dessau Road	1330 Post Oak Blvd., Suite 1100
Austin, Texas 78754	Houston, Texas 77056

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

Ballew Surety Agency, Inc., David S. Ballew

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

(Seal)

POA #: 4221356

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million Dollars and no/100 ($3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 4th day of August, 2014, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

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

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

B & A

Bleyl & Associates

Planning • Engineering • Management

1715 Capital of Texas Hwy South
Suite 109
Austin, Texas 78746
Tex. Reg. No. F-678

August 19, 2014

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

Re: **Vista Ridge Phase Two-C**
Engineer's Certification of Construction Costs

Dear Mr. Watts:

The purpose of this letter is to certify the final construction costs for the above referenced subdivision, with the stated goal of assisting in project acceptance by the City of Leander.

The final construction costs are hereby certified:

Street and Drainage Improvements	$357,607.65
Water Improvements	77,850.00
Wastewater Improvements	99,406.00
Erosion/Sedimentation Controls	14,028.50
Street Lights and Traffic Signage	8,950.00
Total Improvements Cost	**$557,842.15**

Please feel free to contact me if you have any questions.

Sincerely,

Kenny Watkins

STATE OF TEXAS
KENNY WATKINS
64730

Kenny Watkins, P.E.
Bleyl & Associates
Austin Branch Manager

s:\b&a job directory\11200's\11218 - vista ridge phase two c\construction\project acceptance\construction cost certification.docx

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROPERTY: VISTA RIDGE PHASE TWO-C
ADDRESS: Leander, Williamson County, Texas
JOB NO.: Pay App 4

On receipt by the signer of this document of a check from **2012 Vista Ridge, LLC** (maker of check) in the sum of $ **55,669.18** payable to **JOE BLAND CONSTRUCTION, L.P.** (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 **2012 Vista Ridge, LLC** (owner) located at **VISTA RIDGE PHASE TWO-C** (location) to the following extent: **Street, Drainage, Water, & Wastewater Improvements** (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **2012 Vista Ridge, LLC** (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

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 progress 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 in regard to the attached statement(s) or progress payment request(s).

COMPANY NAME: **JOE BLAND CONSTRUCTION, L.P.**

REPRESENTATIVE: Gary B. Pugh
Senior Project Manager

SIGNED: Gary B. Pugh

DATE: 8-4-14

The person signing the above does certify that he or she is fully authorized and empowered to execute this instrument and bind the undersigned hereto and does in fact so execute this instrument.

THE STATE OF TEXAS _____ § COUNTY OF TRAVIS _____ §

Sworn and subscribed to me this 14 day of Aug, 2014.

NOTARY PUBLIC

LEE ANN DOYLE
Notary Public, State of Texas
My Commission Expires
March 04, 2018

Lee Ann Doyle
Typed or Printed Name of Notary

My Commission Expires: 03/04/2018

Y:\Files\Active Jobs\675 - Vista Ridge Phase Two-C\Lien Releases\Street Lien Release 4.doc

2012 VISTA RIDGE LLC

7676 WOODWAY

SUITE 104

HOUSTON, TEXAS 77063

August 25, 2014

Mr. Michael E. O'Neal, EIT
Associate Engineer
City of Leander
200 West Willis Street
Leander, Texas 78646

Reference: Vista Ridge 2C - Request for acceptance of a Conditional Lien Release on contract closeout

Dear Mr. O'Neal:

Please accept this letter as our request to you to accept the contractor's (Joe Bland Construction, LP) Conditional Lien Release that is contingent on his receipt of payment from 2012 Vista Ridge, LLC, to close out the construction contract, to construct the improvements on our Phase 2C of Vista Ridge.

Currently the amount outstanding due and owing Joe Bland Construction, LP, which amount is a total contract closeout amount, is $64,014.13. Final payment contract certifications are attached.

I have approved payment of the submitted payment applications, and have commenced our internal payment process. Joe Bland Construction, LP will receive payment within 30 days of the date of this letter. We will request that Joe Bland Construction, LP provide us with a final and complete lien release upon his receipt of our final payment. We will provide you a copy when we receive the original.

Thanks you for your help on this matter.

2012 Vista Ridge LLC

Nick Ozuna, Jr.
Senior Project Manager
Land Development

Cc. K. Watkins P.E.
T. Ulmann, P.E.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO:
2012 Vista Ridge, LLC
7676 Woodway
Suite 103
Houston, Texas 77063

PROJECT:
Vista Ridge Phase Two - C

APPLICATION NO: 3 & Final

PERIOD TO: 07/30/14

Distribution to:
OWNER _____
ENGINEER _____
CONTRACTOR _____

FROM:
Joe Bland Construction, L.P.
13111 Dessau Rd.
Austin, TX 78754

VIA ENGINEER:
Bleyl & Associates
1715 Capital of Texas Hwy.
Suite 109
Austin, Texas 78746

JOB NO:

CONTRACT FOR: Dry Utility Improvements

CONTRACT DATE: 17-Mar-14

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

CHANGE ORDER SUMMARY			
Change orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
			$ -
	TOTALS	$ -	$ -
Net change by Change Orders		$ -	

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.

1 ORIGINAL CONTRACT SUM	$ 82,299.10
2 Net change by Change Orders	$ -
3 CONTRACT SUM TO DATE	$82,299.10
4 TOTAL COMPLETED & STORED TO DATE	$ 82,299.10
5 Retainage:	
a. 0 % of Complete Wk _____	$ -
b. ____% of Stored Material	
Total Retainage (Line 5a + 5b	
6 TOTAL EARNED LESS RETAINAGE	$ 82,299.10
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ 74,069.19
8 CURRENT PAYMENT DUE	$8,229.91
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$0.00

CONTRACTOR: JOE BLAND CONSTRUCTION, L.P.

By: Gary B. Pugh Date: 8-4-14

Gary B. Pugh, Project Manager

State of: TEXAS County of: TRAVIS

Subscribed and sworn to before me this 4 day of Aug 2014

Notary Public:

My Commission expires: 03/04/2018

LEE ANN DOYLE
Notary Public, State of Texas
My Commission Expires
March 04, 2018

ENGINEERS 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 Engineers 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.

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

ENGINEER: Bleyl & Associates

By: Kenny Watkins Date: 8/4/14

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.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO:
2012 Vista Ridge, LLC
7676 Woodway
Suite 103
Houston, Texas 77063

PROJECT:
Vista Ridge Phase Two -c

APPLICATION NO: 5 & Final

Distribution to:
OWNER
ENGINEER
CONTRACTOR

PERIOD TO: 07/31/14

FROM:
Joe Bland Construction, L.P.
13111 Dessau Rd.
Austin, TX 78754

VIA ENGINEER:
Bleyl & Associates
1715 Capital of Texas Hwy.
Suite 109
Austin, Texas 78746

JOB NO:

CONTRACT FOR: Street, Drainage, Water & Wastewater Improvements

CONTRACT DATE: 17-Mar-14

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

CHANGE ORDER SUMMARY			
Change orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
1	6/30/2014	$ (231.00)	$ -
	TOTALS	$ (231.00)	$ -
Net change by Change Orders		$ (231.00)	

1 ORIGINAL CONTRACT SUM	$ 558,073.15
2 Net change by Change Orders	$ (231.00)
3 CONTRACT SUM TO DATE	$557,842.15
4 TOTAL COMPLETED & STORED TO DATE	$ 557,842.15
5 Retainage:	
a. 0 % of Complete Wk	$ -
b. ____% of Stored Material	
Total Retainage (Line 5a + 5b	
6 TOTAL EARNED LESS RETAINAGE	$ 557,842.15
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ 502,057.93
8 CURRENT PAYMENT DUE	$55,784.22
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$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: JOE BLAND CONSTRUCTION, L.P.

By: Gary B Pugh Date: 8-4-14
Gary B. Pugh, Project Manager

State of: TEXAS County of: TRAVIS
Subscribed and sworn to before me this 4 day of Aug 2014
Notary Public:
My Commission expires: 03/04/2018

LEE ANN DOYLE
Notary Public, State of Texas
My Commission Expires
March 04, 2018

ENGINEERS 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 Engineers 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.

AMOUNT CERTIFIED $
(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER: Bleyl & Associates

By: Kenny Watkins Date: 8/4/14

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.

Executive Summary

September 4, 2014

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Villas at Vista Ridge

Background: The subdivision infrastructure improvements required for Villas at Vista Ridge, 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 September 4, 2014, which will provide warranty and maintenance coverage for the infrastructure improvements through September 4, 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.

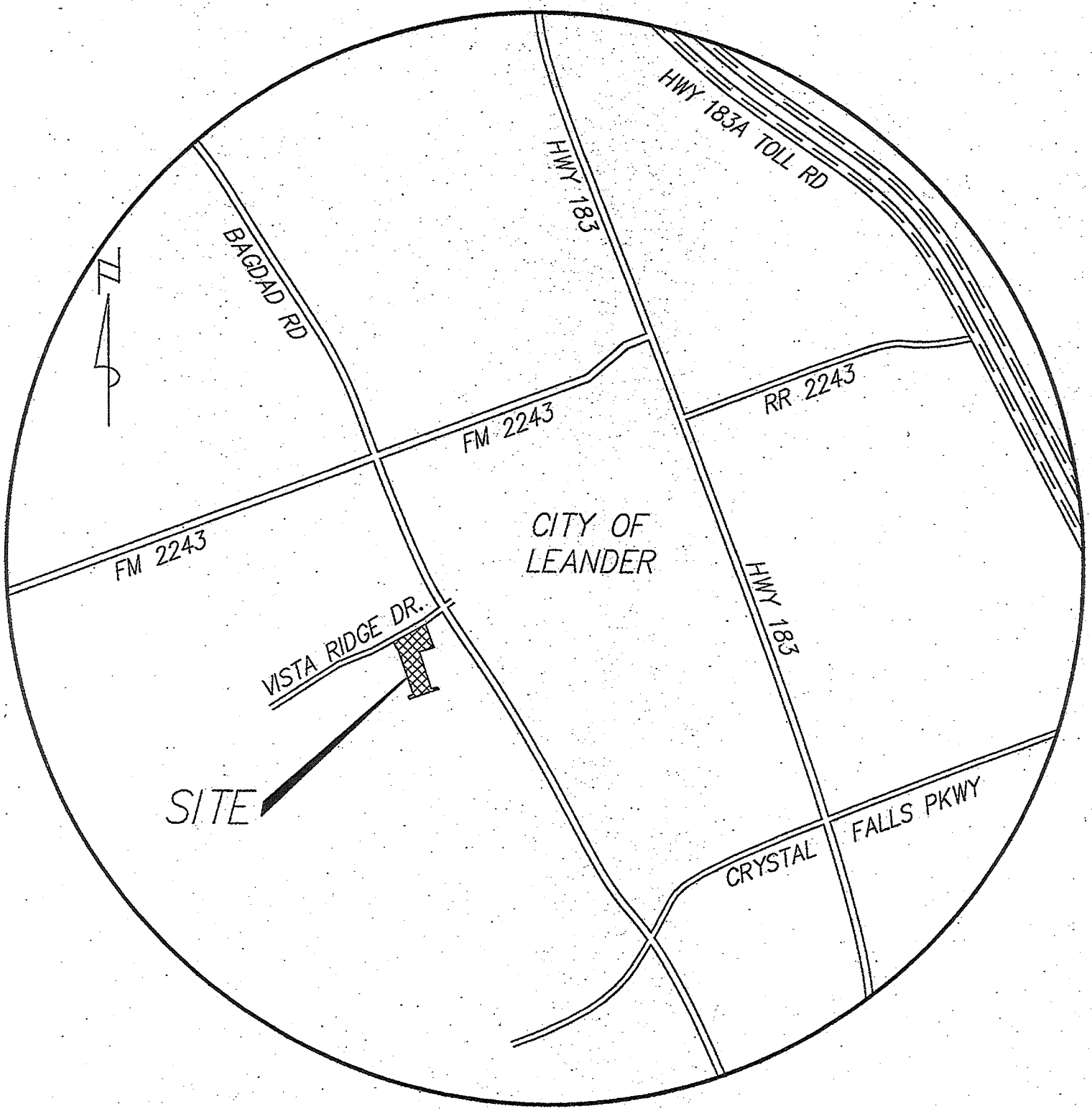
Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Villas at Vista Ridge.

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


HWY 183A TOLL RD
HWY 183
BAGDAD RD
N
FM 2243
RR 2243
FM 2243
CITY OF
LEANDER
HWY 183
VISTA RIDGE DR.
SITE
CRYSTAL
FALLS PKWY

ENGINEER'S CONCURRENCE
FOR
CITY OF LEANDER
July 7, 2014

PROJECT: Villas at Vista Ridge

Owner's Name and Address	Consultant Engineer's Name and Address
Lennar Homes	Carlson Brigance & Doering, Inc.
c/o Ryan Mattox	5501 West William Cannon Dr
12301 Research Blvd	Austin, Texas 78749
Bldg 4, Suite 450	(512) 280-5160
Austin, Texas 78759	

On this day, I, the undersigned professional engineer, or my representative, made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the inspecting authority 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 Public Works Department.

No items remain.

Seal

Timothy M. Holland, P.E.

94848
Texas Registration Number

MG INSPECTONS™

512-627-8670

Accessibility Plan Reviews, Inspections and Consulting

11834 Sterling Panorama Terrace, Austin, TX 78738

Mr. Timothy Holland, P.E.
Carlson, Brigance & Doering, Inc.
5501 West William Cannon Street
Austin, Texas 78749

July 7, 2014

RE: The Villas at Vista Ridge

Dear Mr. Holland:

We are pleased to inform you the referenced facility has been inspected and found to be in substantial compliance with the provisions of the Texas Accessibility Standards. Note: *The inspection is specific only to the accessible route within the R.O.W.*

This review is advisory in nature as this project is not subject to review under the current Administrative Rules as published by the Texas Department of Licensing and Regulation.

An inspection of residential subdivision infrastructure was conducted on July 3rd, 2014. The field inspection included, but not limited to, review of the following elements:

- Curb Ramps
- Crosswalks with Curb Ramps
- Sidewalks within the R.O.W.

All of the elements listed above were found to be in compliance with the Texas Accessibility Standards adopted by the Texas Department of Licensing and Regulation for the purpose of ensuring compliance with the Texas Architectural Barriers Act, Article 9102, and Texas Civil Statutes.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA hotline, 800-949-4232 or the U.S. Department of Justice at 202-514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, please contact Mike Gabel at 512-627-8670.

Sincerely,

Mike Gabel
Registered Accessibility Specialist
Texas Department of Licensing & Regulation # 1319

MAINTENANCE BOND
Subdivision Improvements

Bond No. 4396659

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Austin Engineering Co., Inc. as Principal, whose address is P.O. Box 342349, Austin, TX 78734 and Suretec Insurance Company a Corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Seventy Two Thousand Six Hundred Ninety Four and 29/100's Dollars ($ 172,694.29) 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 Villas at Vista Ridge - Excavation, Streets, Drainage, Water, Wastewater and Erosion Control Improvements (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 2nd day of July, 2014.

Austin Engineering Co., Inc.	Suretec Insurance Company
Principal	Surety
By:	By:
Title: Vice President	Title: David S. Ballew, Attorney-in-fact
Address:	Address:
P.O. Box 342349	1330 Post Oak Blvd, Suite 1100
Austin, TX 78734	Houston, TX 77056

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

Ballew Surety Agency, Inc. - David S. Ballew

8140 N Mopac, Bldg 1, Suite 100, Austin, TX 78759

(Seal)

POA #: 4221356

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million Dollars and no/100 ($3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2nd day of July, 2014, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

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

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Contractor: Austin Engineering Co., Inc.
P. O. Box 342349
Austin, Texas 78734-2349
Phone: (512)327-1464 FAX (512) 327-1765

INVOICE

Estimate Number: **EIGHT (8)** Invoice #: **14288**

Estimate Date: 7/3/14 **FINAL**

Owner: Lennar Austin Land Development Division
Attn: Ryan Mattox, Project Manager
121301 Research Boulevard, Building 4, Ste. 450
Austin, Texas 78759

Original Contract Amount:	$1,647,162.82
Change Orders	79,780.00
Contract Amount	$1,726,942.82

PROJECT: VILLAS @ VISTA RIDGE **AECO CLIENT NO.: 05486** **AECo. Job No. 13-018**

AECo Item #	ITEM DESCRIPTION	Unit	CONTRACT Qty	CONTRACT Unit Price	CONTRACT Amount	PREVIOUS Qty	PREVIOUS Amount	CURRENT Qty	CURRENT Amount	TOTAL Qty	TOTAL Amount Due	% Compl.
	I. STREET ITEMS:											
1	Excavate ROW to ROW	SY	18,190	$ 4.50	$ 81,855.00	100%	$ 81,855.00	0%	$ -	100%	$ 81,855.00	100%
2	Subgrade Preparation 3' -3' Back of Curb	SY	13,193	$ 2.00	$ 26,386.00	100%	$ 26,386.00	0%	$ -	100%	$ 26,386.00	100%
3	8" Base, 3'-3' Back of Curb	SY	13,193	$ 8.70	$ 114,779.10	100%	$ 114,779.10	0%	$ -	100%	$ 114,779.10	100%
4	1.5" HMAC, Lip to Lip	SY	10,152	$ 9.90	$ 100,504.80	100%	$ 100,504.80	0%	$ -	100%	$ 100,504.80	100%
5	Curb & Gutter	LF	5,453	$ 10.64	$ 58,019.92	100%	$ 58,019.92	0%	$ -	100%	$ 58,019.92	100%
6	Ribbon Curb	LF	30	$ 16.20	$ 486.00	100%	$ 486.00	0%	$ -	100%	$ 486.00	100%
7	4' Sidewalk	LF	61	$ 19.00	$ 1,159.00	100%	$ 1,159.00	0%	$ -	100%	$ 1,159.00	100%
8	ADA Ramps	EA	12	$ 895.00	$ 10,740.00	60%	$ 6,444.00	40%	$ 4,296.00	100%	$ 10,740.00	100%
9	Street Sign / Stop Bar / Stop Sign / Striping	EA	4	$ 550.00	$ 2,200.00	0%	$ -	100%	$ 2,200.00	100%	$ 2,200.00	100%
10	Street Lights	EA	8	$ 3,800.00	$ 30,400.00	100%	$ 30,400.00	0%	$ -	100%	$ 30,400.00	100%
11	12' x 30' Dump Rock	EA	1	$ 2,000.00	$ 2,000.00	100%	$ 2,000.00	0%	$ -	100%	$ 2,000.00	100%
12	Saw Cut Pavement	LF	79	$ 30.00	$ 2,370.00	100%	$ 2,370.00	0%	$ -	100%	$ 2,370.00	100%
13	Construction Staking performed by CBD, Inc.- Rough Cut & Curb & Gutter	LS	1	$ 10,800.00	$ 10,800.00	85%	$ 9,180.00	15%	$ 1,620.00	100%	$ 10,800.00	100%
	TOTAL STREET ITEMS				**$ 441,699.82**		**$ 433,583.82**		**$ 8,116.00**		**$ 441,699.82**	
	II. DRAINAGE ITEMS:											
14	10' Inlet w/Transitions	EA	10	$ 3,568.00	$ 35,680.00	100%	$ 35,680.00	0%	$ -	100%	$ 35,680.00	100%
15	15' Inlet w/Transitions	EA	3	$ 4,628.00	$ 13,884.00	100%	$ 13,884.00	0%	$ -	100%	$ 13,884.00	100%
16	54" RCP	LF	773	$ 165.00	$ 127,545.00	100%	$ 127,545.00	0%	$ -	100%	$ 127,545.00	100%
17	48" RCP	LF	289	$ 145.00	$ 41,905.00	100%	$ 41,905.00	0%	$ -	100%	$ 41,905.00	100%
18	24" RCP	LF	1,054	$ 56.00	$ 59,024.00	100%	$ 59,024.00	0%	$ -	100%	$ 59,024.00	100%
19	18" RCP	LF	821	$ 46.00	$ 37,766.00	100%	$ 37,766.00	0%	$ -	100%	$ 37,766.00	100%
20	Trench Safety	LF	2,937	$ 1.00	$ 2,937.00	100%	$ 2,937.00	0%	$ -	100%	$ 2,937.00	100%
21	Headwall from 54" RCP	EA	1	$ 9,720.00	$ 9,720.00	100%	$ 9,720.00	0%	$ -	100%	$ 9,720.00	100%

Contractor: Austin Engineering Co., Inc.
P. O. Box 342349
Austin, Texas 78734-2349
Phone: (512)327-1464 FAX (512) 327-1765

INVOICE

Estimate Number: EIGHT (8) Invoice #: 14288

Estimate Date: 7/3/14 **FINAL**

Owner: Lennar Austin Land Development Division
Attn: Ryan Mattox, Project Manager
121301 Research Boulevard, Building 4, Ste. 450
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PROJECT: VILLAS @ VISTA RIDGE **AECO CLIENT NO.: 05486** **AECo. Job No. 13-018**

AECo Item #	ITEM DESCRIPTION	Unit	CONTRACT Qty	Unit Price	Amount	PREVIOUS Qty	Amount	CURRENT Qty	Amount	TOTAL Qty	Amount Due	% Compl.
22	Headwall from 48" RCP	EA	1	$ 8,270.00	$ 8,270.00	100%	$ 8,270.00	0%	$ -	100%	$ 8,270.00	100%
23	Headwall from 24" RCP	EA	2	$ 3,438.00	$ 6,876.00	100%	$ 6,876.00	0%	$ -	100%	$ 6,876.00	100%
24	Headwall from 18" RCP	EA	1	$ 2,972.00	$ 2,972.00	100%	$ 2,972.00	0%	$ -	100%	$ 2,972.00	100%
25	Storm Sewer Manhole	EA	1	$ 3,550.00	$ 3,550.00	100%	$ 3,550.00	0%	$ -	100%	$ 3,550.00	100%
26	Raise Castings	EA	1	$ 400.00	$ 400.00	100%	$ 400.00	0%	$ -	100%	$ 400.00	100%
27	Channel Modifications/Pond Excavation	LS	1	$ 42,780.00	$ 42,780.00	190%	$ 81,282.00	0%	$ -	100%	$ 42,780.00	100%
28	Construction Staking performed by CBD, Inc.	LS	1	$ 6,000.00	$ 6,000.00	100%	$ 6,000.00	0%	$ -	100%	$ 6,000.00	100%
	TOTAL DRAINAGE ITEMS				**$ 399,309.00**		**$ 437,811.00**		**$ -**		**$ 399,309.00**	
	III. WATER ITEMS:											
29	8" DR 14	LF	2,403	$ 34.00	$ 81,702.00	100%	$ 81,702.00	0%	$ -	100%	$ 81,702.00	100%
30	6" DR 14	LF	395	$ 22.00	$ 8,690.00	100%	$ 8,690.00	0%	$ -	100%	$ 8,690.00	100%
31	6" D.I. Fire Lead	LF	130	$ 38.00	$ 4,940.00	100%	$ 4,940.00	0%	$ -	100%	$ 4,940.00	100%
32	5 1/4" Fire Hydrant Assembly	EA	6	$ 3,200.00	$ 19,200.00	100%	$ 19,200.00	0%	$ -	100%	$ 19,200.00	100%
33	1 ½" Water Service Long	EA	30	$ 1,400.00	$ 42,000.00	100%	$ 42,000.00	0%	$ -	100%	$ 42,000.00	100%
34	1 ½" Water Service Short	EA	19	$ 1,100.00	$ 20,900.00	100%	$ 20,900.00	0%	$ -	100%	$ 20,900.00	100%
35	8" Wet Connection	EA	1	$ 400.00	$ 400.00	100%	$ 400.00	0%	$ -	100%	$ 400.00	100%
36	6" Gate Valve	EA	9	$ 600.00	$ 5,400.00	100%	$ 5,400.00	0%	$ -	100%	$ 5,400.00	100%
37	8" Gate Valve	EA	5	$ 1,200.00	$ 6,000.00	100%	$ 6,000.00	0%	$ -	100%	$ 6,000.00	100%
38	2" AARV	EA	1	$ 2,200.00	$ 2,200.00	100%	$ 2,200.00	0%	$ -	100%	$ 2,200.00	100%
39	Raise Gate Valve	EA	14	$ 400.00	$ 5,600.00	100%	$ 5,600.00	0%	$ -	100%	$ 5,600.00	100%
40	Trench Safety	LF	2,928	$ 0.25	$ 732.00	100%	$ 732.00	0%	$ -	100%	$ 732.00	100%
41	Water Meter Boxes	EA	88	$ 95.00	$ 8,360.00	50%	$ 4,180.00	50%	$ 4,180.00	100%	$ 8,360.00	100%
42	Construction Staking performed by CBD, Inc.	LS	1	$ 3,500.00	$ 3,500.00	100%	$ 3,500.00	0%	$ -	100%	$ 3,500.00	100%
	TOTAL WATER ITEMS				**$ 209,624.00**		**$ 205,444.00**		**$ 4,180.00**		**$ 209,624.00**	

IV. WASTEWATER ITEMS:

Contractor: Austin Engineering Co., Inc.
P. O. Box 342349
Austin, Texas 78734-2349
Phone: (512)327-1464 FAX (512) 327-1765

INVOICE

Estimate Number: EIGHT (8) Invoice #: 14288

Estimate Date: 7/3/14 **FINAL**

Owner: Lennar Austin Land Development Division
Attn: Ryan Mattox, Project Manager
121301 Research Boulevard, Building 4, Ste. 450
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PROJECT: VILLAS @ VISTA RIDGE **AECO CLIENT NO.: 05486** **AECo. Job No. 13-018**

AECo Item #	ITEM DESCRIPTION	Unit	CONTRACT Qty	CONTRACT Unit Price	CONTRACT Amount	PREVIOUS Qty	PREVIOUS Amount	CURRENT Qty	CURRENT Amount	TOTAL Qty	TOTAL Amount Due	% Compl.
43	8" SDR 26 All Depths	LF	3,762	$ 42.00	$ 158,004.00	100%	$ 158,004.00	0%	$ -	100%	$ 158,004.00	100%
44	Wastewater Service Long	EA	30	$ 1,300.00	$ 39,000.00	100%	$ 39,000.00	0%	$ -	100%	$ 39,000.00	100%
45	Wastewater Service Short	EA	19	$ 1,100.00	$ 20,900.00	100%	$ 20,900.00	0%	$ -	100%	$ 20,900.00	100%
46	Wastewater Manhole	EA	15	$ 4,200.00	$ 63,000.00	100%	$ 63,000.00	0%	$ -	100%	$ 63,000.00	100%
47	8" Connection to Existing Manhole	EA	1	$ 210,215.00	$ 210,215.00	100%	$ 210,215.00	0%	$ -	100%	$ 210,215.00	100%
42	Trench Safety	LF	3,762	$ 1.00	$ 3,762.00	100%	$ 3,762.00	0%	$ -	100%	$ 3,762.00	100%
49	Raise Castings	EA	15	$ 400.00	$ 6,000.00	100%	$ 6,000.00	0%	$ -	100%	$ 6,000.00	100%
50	Construction Staking performed by CBD, Inc.	LS	1	$ 4,700.00	$ 4,700.00	100%	$ 4,700.00	0%	$ -	100%	$ 4,700.00	100%
	TOTAL WASTEWATER ITEMS				**$ 505,581.00**		**$ 505,581.00**		**$ -**		**$ 505,581.00**	
	V. EROSION CONTROL ITEMS:											
51	Stabilized Construction Entrance	EA	1	$1,000.00	$ 1,000.00	100%	$ 1,000.00	0%	$ -	100%	$ 1,000.00	100%
52	Silt Fence	LF	3,383	$2.00	$ 6,766.00	100%	$ 6,766.00	0%	$ -	100%	$ 6,766.00	100%
53	Inlet Protection	EA	13	$80.00	$ 1,040.00	100%	$ 1,040.00	0%	$ -	100%	$ 1,040.00	100%
54	Double Duty Rock Berm	EA	2	$18.00	$ 36.00	100%	$ 36.00	0%	$ -	100%	$ 36.00	100%
55	Revegetation of R.O.W.	SY	7,038	$1.50	$ 10,557.00	0%	$ -	100%	$ 10,557.00	100%	$ 10,557.00	100%
56	Rock Gabion Basket per Addendum No. 1	LS	1	$1,000.00	$ 1,000.00	100%	$ 1,000.00	0%	$ -	100%	$ 1,000.00	100%
	TOTAL EROSION CONTROL ITEMS				**$ 20,399.00**		**$ 9,842.00**		**$ 10,557.00**		**$ 20,399.00**	
	VI. GRADING ITEMS:											
57	Grading of lots, slope grading& spoils removal	LS	1	$ 63,950.00	$ 63,950.00	100%	$ 63,950.00	0%	$ -	100%	$ 63,950.00	100%
58	Construction Staking performed by CBD, Inc.- Final Pin	LS	1	$ 6,600.00	$ 6,600.00	100%	$ 6,600.00	0%	$ -	100%	$ 6,600.00	100%
	TOTAL GRADING ITEMS				**$ 70,550.00**		**$ 70,550.00**		**$ -**		**$ 70,550.00**	
	CHANGE ORDER NO. 1											
59	Stone Columns (See Exceptions on CO)	EA	4	$1,935.00	$ 7,740.00	100%	$ 7,740.00	0%	$ -	100%	$ 7,740.00	100%
60	6' Fencecrete Fence (vertical wood pattern)	LF	645	$86.00	$ 55,470.00	100%	$ 55,470.00	0%	$ -	100%	$ 55,470.00	100%

Contractor: Austin Engineering Co., Inc.
P. O. Box 342349
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PROJECT: VILLAS @ VISTA RIDGE **AECO CLIENT NO.: 05486** **AECo. Job No. 13-018**

AECo Item #	ITEM DESCRIPTION	Unit	CONTRACT Qty	CONTRACT Unit Price	CONTRACT Amount	PREVIOUS Qty	PREVIOUS Amount	CURRENT Qty	CURRENT Amount	TOTAL Qty	TOTAL Amount Due	% Compl.
61	Landscaping	LS	1	$13,000.00	$ 13,000.00	0%	$ -	100%	$ 13,000.00	100%	$ 13,000.00	100%
62	Layout	LS	1	$670.00	$ 670.00	100%	$ 670.00	0%	$ -	100%	$ 670.00	100%
63	Layout	LS	1	$3,900.00	$ 3,900.00	100%	$ 3,900.00	0%	$ -	100%	$ 3,900.00	100%
	DEDUCT from Final Payment	LS	1	($1,000.00)	$ (1,000.00)	0%	$ -	100%	$ (1,000.00)	100%	$ (1,000.00)	100%
	TOTAL EROSION CONTROL ITEMS				**$ 79,780.00**		**$ 67,780.00**		**$ 12,000.00**		**$ 79,780.00**	
	CHANGE ORDER NO. 2											
64	Add Valley Gutter to tie in point of Nogales Ln and Vista Ridge Dr. for drainage of intersection	EA	1	$5,388.00	$ 5,388.00	100%	$ 5,388.00	0%	$ -	100%	$ 5,388.00	100%
	TOTAL CHANGE ORDER NO. 2				**$ 5,388.00**		$ 5,388.00		**$ -**		**$ 5,388.00**	
	CHANGE ORDER NO. 3											
65	Install 6" Butterfly Gate Valve	LS	1	$7,247.00	$ 7,247.00	100%	$ 7,247.00	0%	$ -	100%	$ 7,247.00	100%
	TOTAL CHANGE ORDER NO. 3				**$ 7,247.00**		$ 7,247.00		**$ -**		**$ 7,247.00**	
	CHANGE ORDER NO. 4											
66	8" base 3' Back of Crub	SY	808	$8.70	$ 7,029.60	100%	$ 7,029.60	0%	$ -	100%	$ 7,029.60	100%
67	Curb and Gutter	LF	428	$10.64	$ 4,553.92	100%	$ 4,553.92	0%	$ -	100%	$ 4,553.92	100%
68	1.5" HMAC	SY	642	$9.90	$ 6,355.80	100%	$ 6,355.80	0%	$ -	100%	$ 6,355.80	100%
69	Delete Ribbon Curb	LF	-30	$16.20	$ (486.00)	100%	$ (486.00)	0%	$ -	100%	$ (486.00)	100%
	TOTAL CHANGE ORDER NO. 4				**$ 17,453.32**		$ 17,453.32		**$ -**		**$ 17,453.32**	
	CHANGE ORDER NO. 5											
70	Additional Concrete added to weir structure	SF	716	$7.90	$ 5,652.45	100%	$ 5,652.45	0%	$ -	100%	$ 5,652.45	100%
	TOTAL CHANGE ORDER NO. 5				**$ 5,652.45**		**$ 5,652.45**		**$ -**		**$ 5,652.45**	100%
	CHANGE ORDER NO. 6											
71	Delete streetlights	EA	-8	$3,800.00	$ (30,400.00)	100%	$ (30,400.00)	0%	$ -	100%	$ (30,400.00)	100%
	TOTAL CHANGE ORDER NO. 6				$ (30,400.00)		$ (30,400.00)		$ -		$ (30,400.00)	

Contractor: Austin Engineering Co., Inc.
P. O. Box 342349
Austin, Texas 78734-2349
Phone: (512)327-1464 FAX (512) 327-1765

INVOICE

Estimate Number: EIGHT (8) Invoice #: 14288

Estimate Date: 7/3/14 **FINAL**

Owner: Lennar Austin Land Development Division
Attn: Ryan Mattox, Project Manager
121301 Research Boulevard, Building 4, Ste. 450
Austin, Texas 78759

Original Contract Amount:	$1,647,162.82
Change Orders	79,780.00
Contract Amount	$1,726,942.82

PROJECT: VILLAS @ VISTA RIDGE **AECO CLIENT NO.: 05486** **AECo. Job No. 13-018**

AECo Item #	ITEM DESCRIPTION	Unit	CONTRACT Qty	CONTRACT Unit Price	CONTRACT Amount	PREVIOUS Qty	PREVIOUS Amount	CURRENT Qty	CURRENT Amount	TOTAL Qty	TOTAL Amount Due	% Compl.
	TOTAL INVOICE				$ 1,732,283.59		$ 1,735,932.59		$ 34,853.00		$ 1,732,283.59	100%

AUSTIN ENGINEERING CO., INC.

Title:

Date: 07/03/14

Approved for Payment:
CARLSON, BRIGANCE & DOERING, INC.

Title:

Date:

Total Work Complete to Date	$ 1,732,283.59
10% Retainage	$ 173,228.36
Subtotal	$ 1,559,055.23
Less Previous Pay Request	$ 1,527,687.53
Amount Due This Estimate	**$ 31,367.70**

ACCEPTED BY OWNER:

LENNAR AUSTIN LAND DEVELOPMENT DIVISION

Title:

Date:

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
7-7-14
LICENSED
PROFESSIONAL ENGINEER
F3791

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS §

COUNTY OF TRAVIS §

Date: July 2, 2014

Owner: Lennar Austin Land Development Division

Contractor/Material Provider ("Affiant"): Austin Engineering Co., Inc.

Project : **Villas at Vista Ridge**

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 2nd day of July, 2014

AFFIANT:

Signature: _____

Typed Name: Travis W. Keller

Title: Vice President

Initialed: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Travis W. Keller, Vice President, 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 2nd day of July 2014.

[S E A L]

ANGELA F. WALTON
Notary Public
STATE OF TEXAS
My Comm. Exp. November 17, 2015

Angela F. Walton
Notary in and for the State of Texas

Name: ANGELA F. WALTON

My commission expires: 11/17/15

Initialed: _____

AGENDA ITEM # 14

Executive Summary

September 04, 2014

Agenda Subject:	Zoning Case 14-Z-023: Hold a public hearing and consider action on the rezoning of a 0.07 acre tract of land, more or less, generally located 1,300 feet from the northeast corner of the intersection of Ronald W. Reagan Blvd and County Road 177; WCAD Parcel R496905. Currently, the property is zoned Interim SFS-2-B (Single Family Suburban) district, and the applicant is proposing to zone the property LO-2-B (Local Office) district, Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: John Zamora on behalf of RockPointe Church.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the August 28, 2014 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Proposed Zoning Map 4. Aerial Map 5. Letter of Intent 6. Ordinance 7. Minutes – Planning & Zoning Commission August 28, 2014
Prepared By:	Tom Yantis Development Services Director 08/28/2014

PLANNING ANALYSIS

ZONING CASE 14-Z-023
Cell Tower at RockPointe Church

GENERAL INFORMATION

Owner: RockPointe Church

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

Proposed Zoning: LO-2-B (Local Office)

Size and Location: The property is approximately 1,160 feet east from the northeast corner from the intersection of Ronald W. Reagan Blvd. and County Road 177 for 0.07 acres more or less.

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	Interim SFS-2-B	RockPointe Church detention ponds
EAST	Interim SFS-2-B	Developed single family home
SOUTH	Interim SFS-2-B	Developed single family home
WEST	Interim SFS-2-B	Vacant property

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENT:

LO – LOCAL OFFICE:

Features: Office, assisted living, day care. Hours of operation: 7:00 a.m. to 10:00 Sun.-Thurs., 7:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. Access should be provided by a collector or higher classification street. This component is intended to help provide for land use transitions from local or general commercial or from arterial streets to residential development.

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% (all stories); 4 or more architectural features.

Intent:

(1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.

(2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.

(3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.

(4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Strive for a fiscal balance of land uses that will create a positive impact upon the City of Leander's budget and overall tax base.

ANALYSIS:

The applicant is requesting to rezone the subject property from Interim SFS-2-B to LO-2-B. The intent of the applicant's request is to permit the use of a new wireless communication facility. This request to rezone the property is the first step the applicant will undergo to develop the site. Pending the approval of this request, the applicant will then be required to submit a development plan that will go before the Planning Commission and City Council for approval. If the applicant's development plan is approved, then the applicant would then be able to submit site development and building permits to construct the facility.

The subject property to be rezoned is located approximately 1,160 feet east of the intersection of Ronald W. Reagan Blvd. and County Road 177, and is within the purview of a community center node (with the center of the node sited at the intersection of E. Crystal Falls Pkwy and Ronald W. Reagan Blvd). The community center node is approximately one half mile in diameter and seeks the balance of land use mix listed in Table 1.

Table 1:

Land Use	*Percent of Node*
Community Commercial/Retail	30%
Office	15%
Multi-Family	20%
High Density Single-Family	35%

The existing community center node is comprised of the following land use mix listed Table 2.

Table 2:

Land Use	*Percent of Node*
Community Commercial/Retail	15%
Office	0%
Multi-Family	2%
Low Density Single-Family	57%
Industrial	1%
OCL (outside of city limit)	12%
ROW	13%

The comparison between Table 1 and Table 2 illustrate that the balance of land uses is deficient across all categories for the community center node's target land use mixes.

Additionally, the intent statement of the local office use component speaks to access being provided by a collector or higher classification street, and that the component is intended to help provide for land use transitions from local or general commercial or from arterial to residential development. The LO use component is the most restrictive use component that would permit a wireless communication facility.

The intent statements for the Type 2 site component speaks to being utilized with non-residential districts 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.

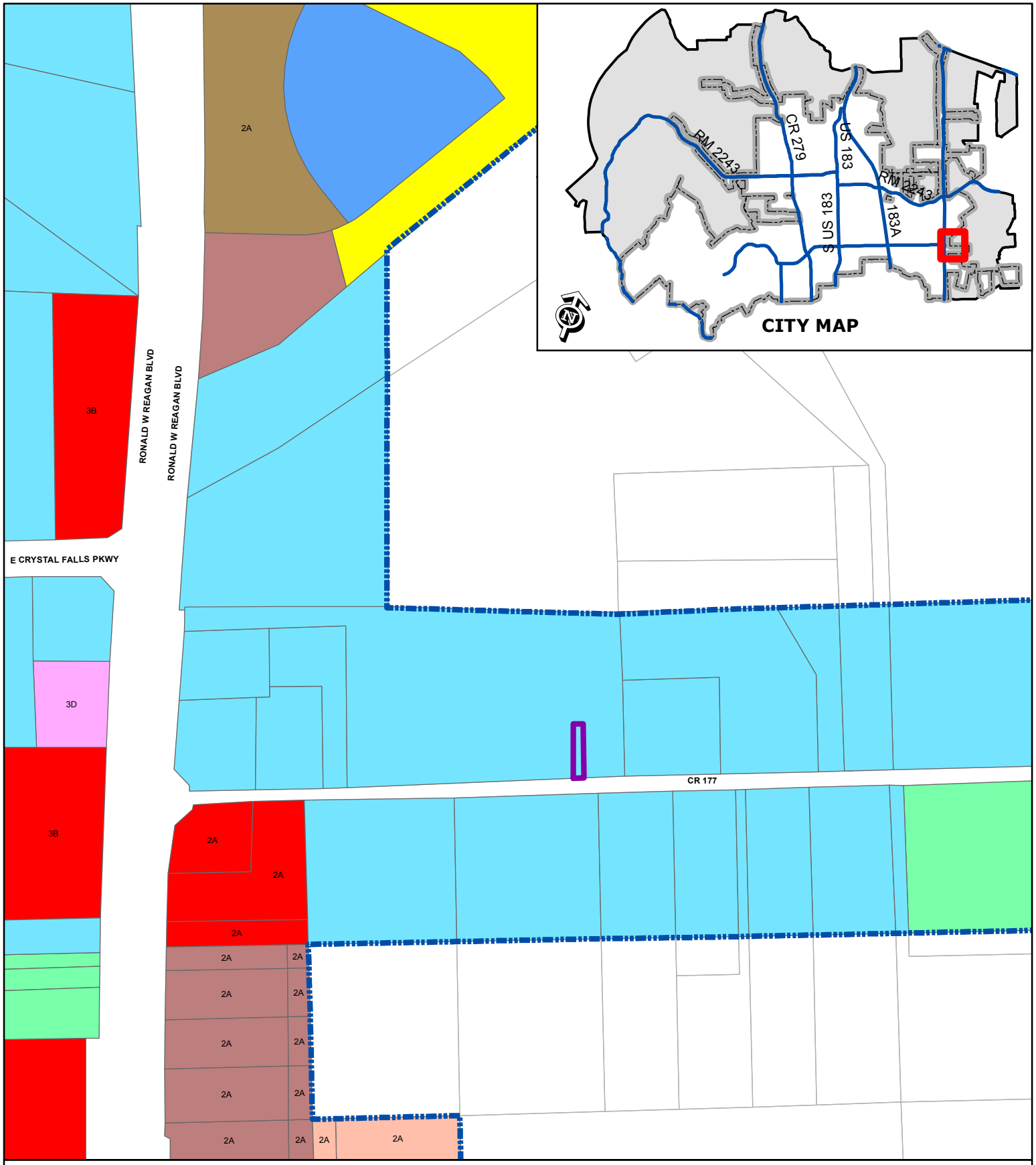
The Type 2 site component permits the following:

- Accessory buildings/structures with square footage not greater than ten percent (10%) of the gross floor area of the primary building.
- Commercial outdoor animal boarding is permitted.
- Outdoor entertainment venues with substantial outdoor facilities, noise generation, and amplified sound systems are prohibited.
- Drive-through service lanes and drive-in service are permitted.
- Outdoor display is prohibited
- Outdoor storage and container storage are prohibited.
- Outdoor fuel sales are prohibited.

The Type B architectural component is paired appropriately with the applicant's request for a Local Office district. The component is intended to assist with harmonious land use transitions, and it requires 85% masonry on the first story with 50% masonry on all other stories. The component also requires a minimum of 4 architectural design features.

STAFF RECOMMENDATION:

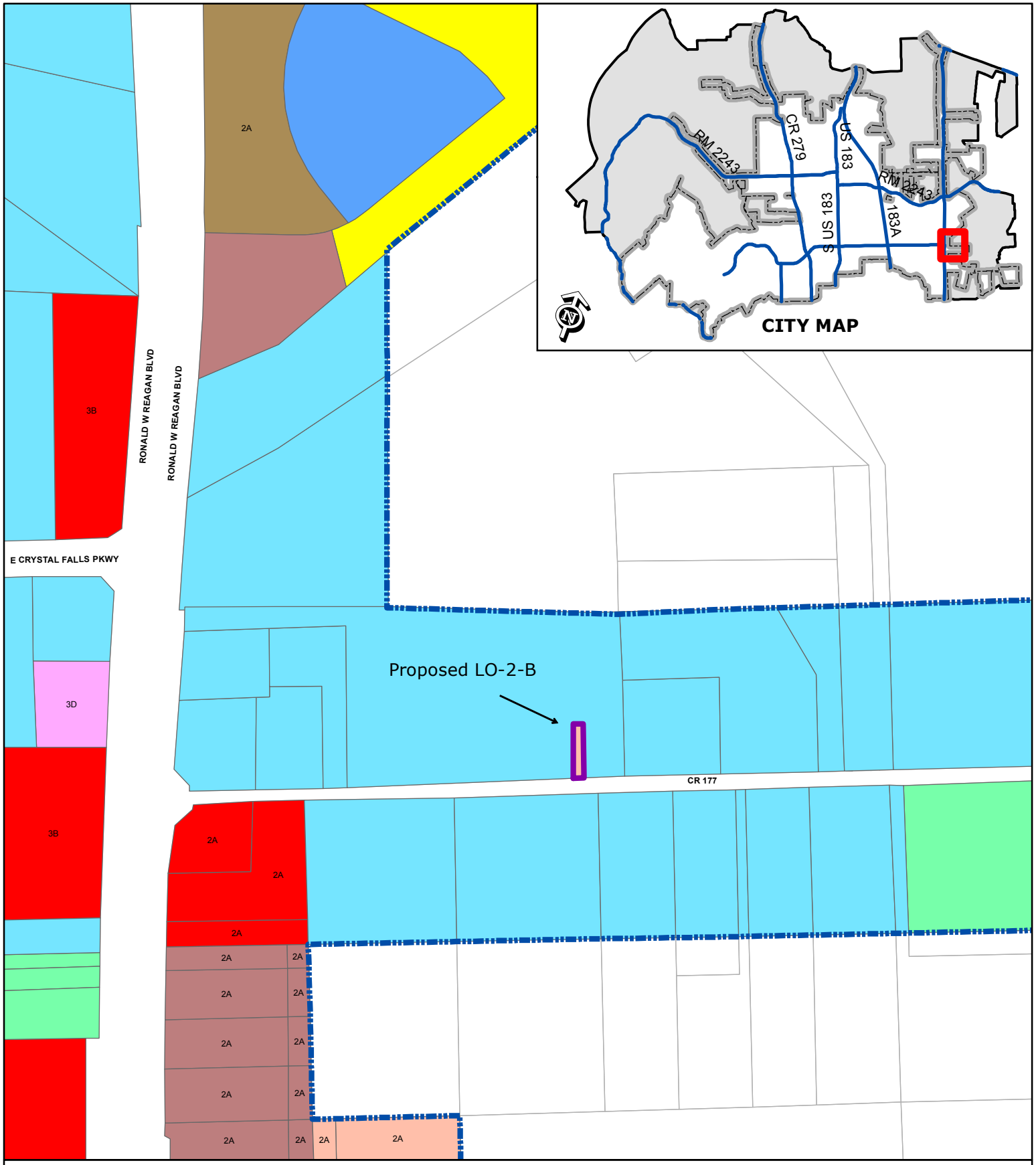
Staff recommends approval of the applicants request to rezone the property from Interim SFS-2-B to LO-2-B. The request meets the intent of the comprehensive plan's future land use map, and the Composite Zoning Ordinance's site and architectural components.



ZONING CASE 14-Z-023

Attachment #2

Current Zoning Map
Cell Tower: RockPointe Church



ZONING CASE 14-Z-023

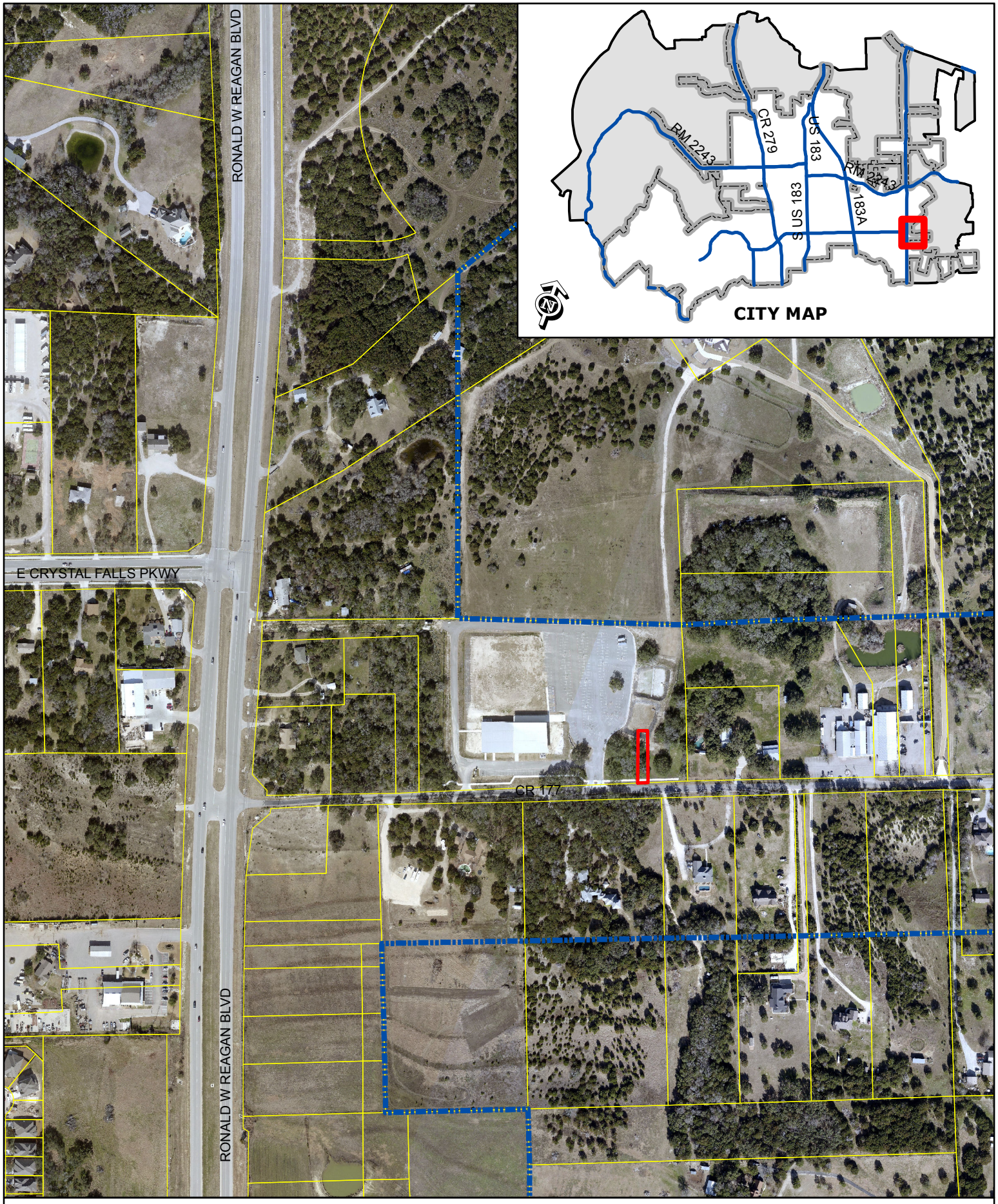
Attachment #3

Proposed Zoning Map
Cell Tower: RockPointe Church

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

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

0 200 400
Feet



ZONING CASE 14-Z-023 Attachment #4

Aerial Exhibit - Approximate Boundaries
Cell Tower RockPointe Church

0 200
Feet

Subject Property
City Limits

BACKGROUND

AT&T Mobility ("AT&T") is an FCC-licensed wireless communications service provider that provides essential wireless voice and data services to residential and commercial customers. AT&T delivers these services over a network of sites (i.e., antennas mounted on a support structure, with associated radio transmitting equipment) which are linked to one another and which transmit and receive signals to and from mobile phones and other wireless communication devices.

Each site provides coverage for users located in a particular area. The geographic area covered by a given site is determined by factors such as site elevation, local topography, relative location and elevation of adjacent sites and customer usage patterns for the area. The volume of usage that can be handled by an individual site is limited, and sites must be carefully located to provide sufficient coverage for users in a given area. Sites must also be located with reference to other sites in the network to provide seamless connectivity while also avoiding interference with one another.

As part of AT&T's overall plan for the City of Leander, a new wireless communications facility is needed to improve coverage and reduce the service gap caused, in part, by a lack of sufficient service infrastructure needed to handle the rapidly increasing demand for mobile voice and data services from AT&T's customers. The increased volume of service usage has strained the capacity of AT&T's existing wireless infrastructure to handle call and wireless data demand in the subject area, and this strain adversely affects service quality.

To remedy this problem, communications antennas and associated equipment must be located within a prescribed area (as discussed further below) and at a specific elevation in order to be integrated into AT&T's existing network for the subject area. The objective of this site is to improve the coverage of CR177, CR272, and Ronald Reagan Blvd and the surrounding area.

BENEFIT TO COMMUNITY

The introduction of new technologies and changes in customer usage patterns present challenges to AT&T's existing network to meet service demands. AT&T must upgrade and expand network infrastructure in order to reduce instances of denied access to the network. This ensures that calls will go through, including times when emergency communications are vital. Call audio quality is also maintained and dropped calls are kept to a minimum.

Phones, tablets and laptop computers can now access the internet quickly and efficiently without the need to be connected to a cable or restricted to a small Wi-Fi hotspot as was the case in the past. This has brought about many new innovations, including devices such as parking meters that can report their status, vending machines that can report their inventory levels, delivery vehicles that report package delivery and receipt and, eventually, the "connected car," which will not only stream audio but also be able to share diagnostic information, report accidents or caution its owner about speeding or aggressive driving. These new innovations dictate the wireless industry's expansion of existing infrastructures to meet the growing demand.

AT&T also provides crucial real-time access for law enforcement, fire and medical transport. This determines the closest unit to an area of need and the fastest route to the site of an emergency based on current conditions.

In addition to expanding capacity for the 3G network in the subject area, AT&T is also expanding 4G LTE high speed data service with the goal of providing the most advanced personal wireless experience available to AT&T customers. 4G LTE is capable of delivering speeds up to 10 times faster than industry-average 3G speeds. LTE technology also offers lower latency (i.e., the processing time it takes to move data through a network), which will shorten the time it takes to start downloading a webpage or file once a customer has sent the request and help to improve the quality of personal wireless services. Additionally, LTE uses spectrum more efficiently than other technologies, creating more space to carry data traffic and services and to deliver a better overall network experience.

After the proposed facility is on air, 4G LTE service will be available both indoors and outdoors in the targeted service area. One reason this is important is that as existing customers migrate to 4G LTE, 3G data traffic will be reduced. This will alleviate capacity demands on the UMTS (3G) network during peak usage periods which, in light of the forecasted increase in usage, will help to avoid potential future capacity problems.

Expanded wireless communications services are also important to businesses to support their operations. AT&T routinely receives service quality inquiries from businesses as well as customers when they are planning to locate to a new area. They want to know what infrastructure and technology is in place prior to relocating, or planning future meetings or events.

ORDINANCE NO #

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

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 0.07 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibits "A" and "B", legally described as 0.07 acres out of the Anastasia Carr Survey, Abstract 122; more particularly described in Document Number 2008020579 of the Official Public Records of Williamson County, Texas, and identified by tax identification numbers R496905.

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 LO-2-B (Local Office) as shown in Exhibits "A" and "B".

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

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

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

PASSED AND APPROVED on First Reading this the 4th day of September, 2014.
FINALLY PASSED AND APPROVED on this the 18th day of September, 2014.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary

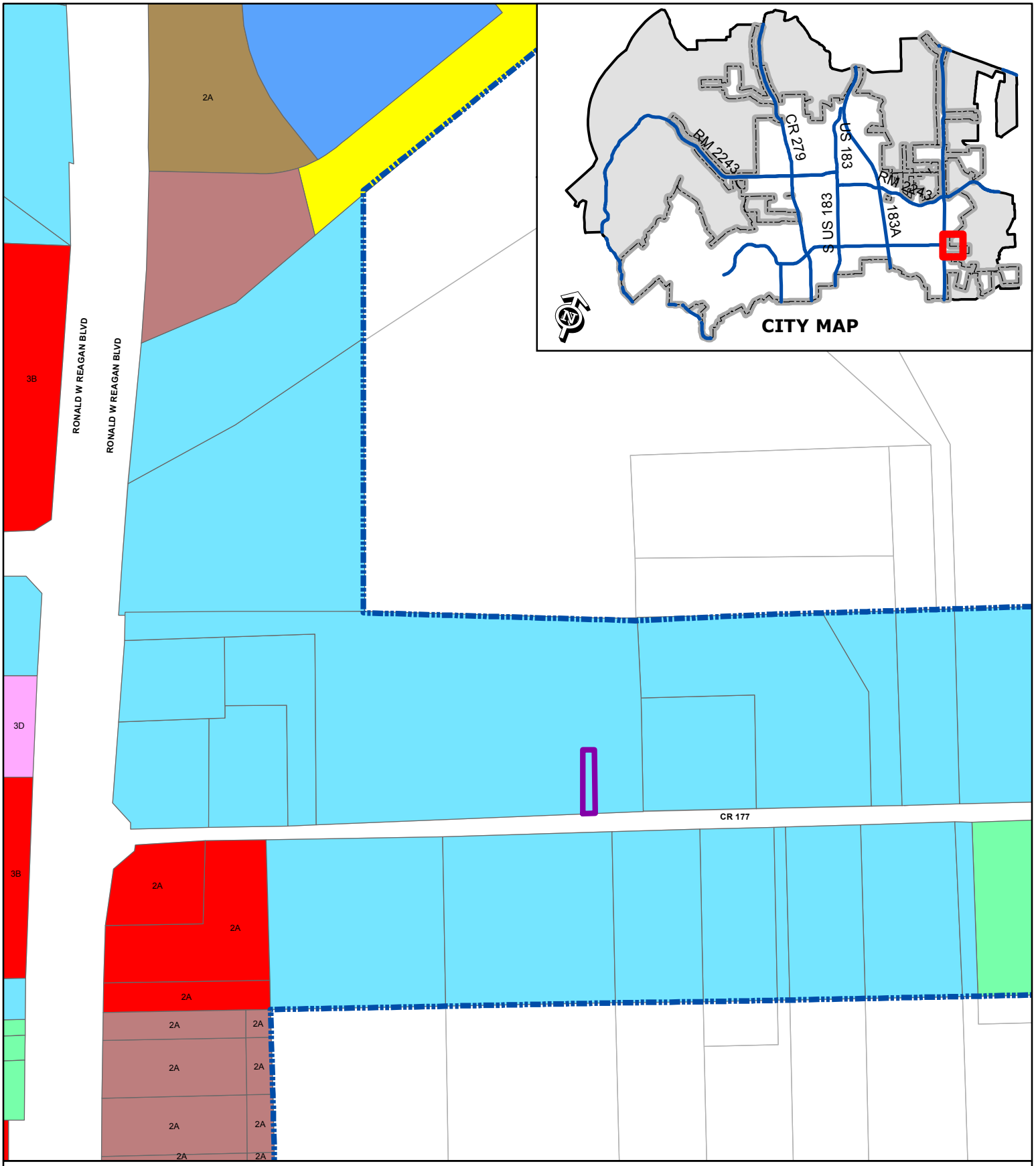


EXHIBIT A

Zoning Case 14-Z-023

Cell Tower: RockPointe Church

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

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

0 200 400
Feet

LEGEND / ABBREVIATIONS

FENCES
- BARBED WIRE — X —
- WOOD — // —

ELECTRIC
- POWER POLE
- LIGHT POLE
- BOX
- OVERHEAD LINE — OE —

SAN SEWER
- CLEANOUT

WATER
- VALVE
- METER
- FIREHYDRANT

GAS
- VALVE
- METER

TELEPHONE
- PEDESTAL

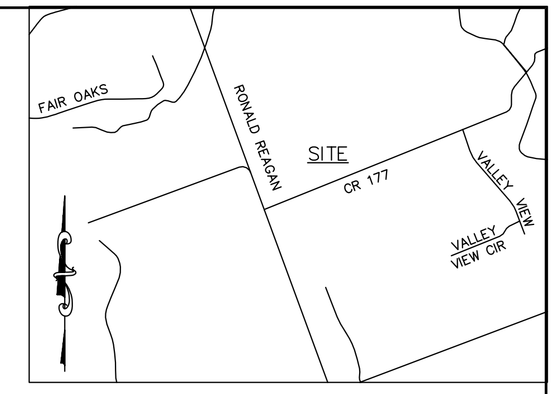
PIPELINE MARKER
PROPERTY MARKER
UNDERGROUND CABLE

A	ABSTRACT
C.F. NO.	CLERK'S FILE NUMBER
FND.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

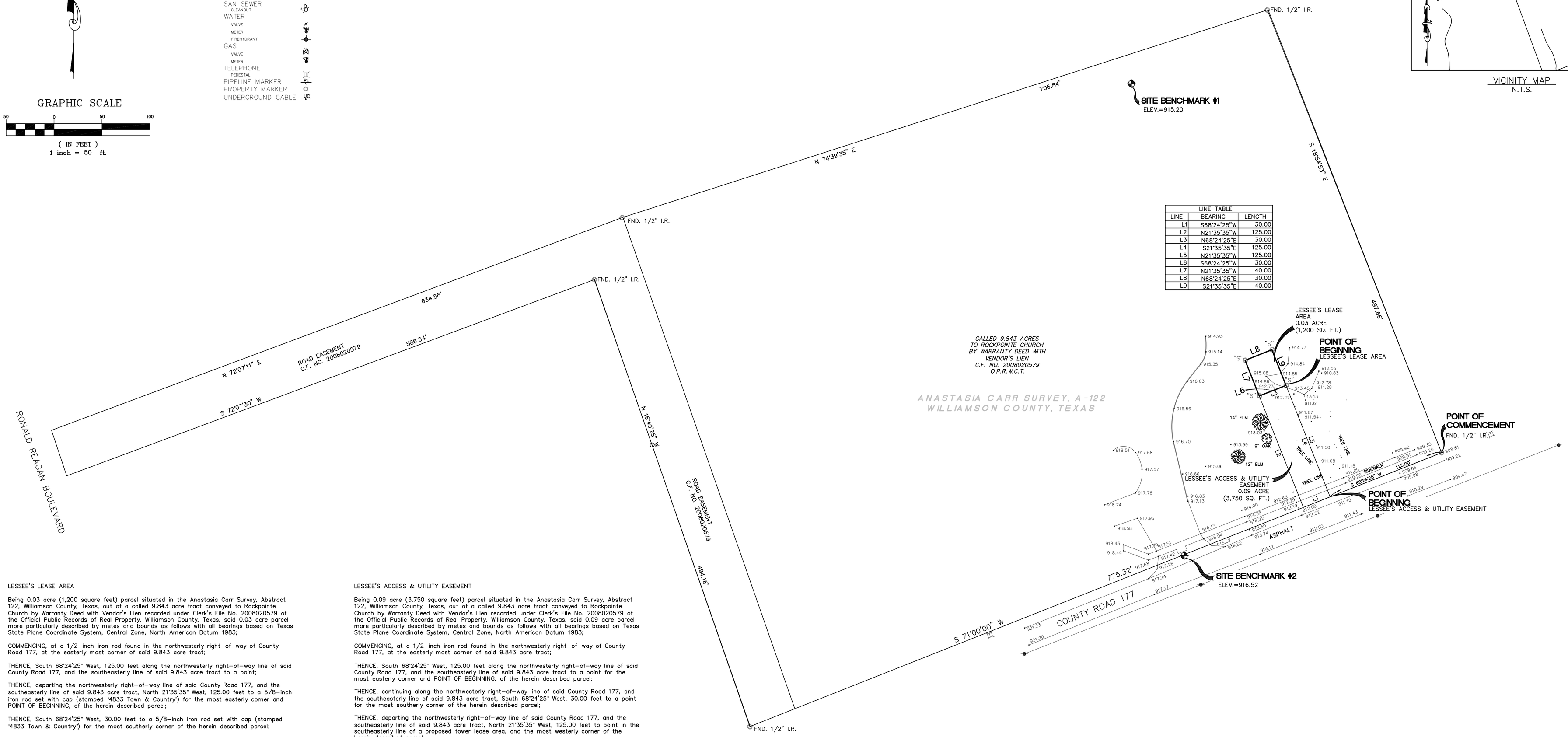
GRAPHIC SCALE

50 0 50 100

(IN FEET)
1 inch = 50 ft.



VICINITY MAP
N.T.S.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S68°24'25"W	30.00
L2	N21°35'35"W	125.00
L3	N68°24'25"E	30.00
L4	S21°35'35"E	125.00
L5	N21°35'35"W	125.00
L6	S68°24'25"W	30.00
L7	N21°35'35"W	40.00
L8	N68°24'25"E	30.00
L9	S21°35'35"E	40.00

LESSEE'S LEASE AREA

Being 0.03 acre (1,200 square feet) parcel situated in the Anastasia Carr Survey, Abstract 122, Williamson County, Texas, out of a called 9.843 acre tract conveyed to Rockpointe Church by Warranty Deed with Vendor's Lien recorded under Clerk's File No. 2008020579 of the Official Public Records of Real Property, Williamson County, Texas, said 0.03 acre parcel more particularly described by metes and bounds as follows with all bearings based on Texas State Plane Coordinate System, Central Zone, North American Datum 1983;

COMMENCING, at a 1/2-inch iron rod found in the northwesterly right-of-way of County Road 177, at the easterly most corner of said 9.843 acre tract;

THENCE, South 68°24'25" West, 125.00 feet along the northwesterly right-of-way line of said County Road 177, and the southeasterly line of said 9.843 acre tract to a point;

THENCE, departing the northwesterly right-of-way line of said County Road 177, and the southeasterly line of said 9.843 acre tract, North 21°35'35" West, 125.00 feet to a 5/8-inch iron rod set with cap (stamped "4833 Town & Country") for the most easterly corner and POINT OF BEGINNING, of the herein described parcel;

THENCE, South 68°24'25" West, 30.00 feet to a 5/8-inch iron rod set with cap (stamped "4833 Town & Country") for the most southerly corner of the herein described parcel;

THENCE, North 21°35'35" West, 40.00 feet to a 5/8-inch iron rod set with cap (stamped "4833 Town & Country") for the most westerly corner of the herein described parcel;

THENCE, North 68°24'25" East, 30.00 feet to a 5/8-inch iron rod set with cap (stamped "4833 Town & Country") for the most northerly corner of the herein described parcel;

THENCE, South 21°35'35" East, 40.00 feet to the POINT OF BEGINNING, CONTAINING 0.03 acre (1,200 square feet) of land in Williamson County, Texas.

LESSEE'S ACCESS & UTILITY EASEMENT

Being 0.09 acre (3,750 square feet) parcel situated in the Anastasia Carr Survey, Abstract 122, Williamson County, Texas, out of a called 9.843 acre tract conveyed to Rockpointe Church by Warranty Deed with Vendor's Lien recorded under Clerk's File No. 2008020579 of the Official Public Records of Real Property, Williamson County, Texas, said 0.09 acre parcel more particularly described by metes and bounds as follows with all bearings based on Texas State Plane Coordinate System, Central Zone, North American Datum 1983;

COMMENCING, at a 1/2-inch iron rod found in the northwesterly right-of-way of County Road 177, at the easterly most corner of said 9.843 acre tract;

THENCE, South 68°24'25" West, 125.00 feet along the northwesterly right-of-way line of said County Road 177, and the southeasterly line of said 9.843 acre tract to a point for the most easterly corner and POINT OF BEGINNING, of the herein described parcel;

THENCE, continuing along the northwesterly right-of-way line of said County Road 177, and the southeasterly line of said 9.843 acre tract, South 68°24'25" West, 30.00 feet to a point for the most southerly corner of the herein described parcel;

THENCE, departing the northwesterly right-of-way line of said County Road 177, and the southeasterly line of said 9.843 acre tract, North 21°35'35" West, 125.00 feet to point in the southeasterly line of a proposed tower lease area, and the most westerly corner of the herein described parcel;

THENCE, North 68°24'25" East, 30.00 feet along the southeasterly line of said proposed tower lease area to a 5/8-inch iron rod set with cap (stamped "4833 Town & Country") for the most easterly corner of said proposed tower lease area, and the most northerly corner of the herein described parcel;

THENCE, South 21°35'35" East, 125.00 feet to the POINT OF BEGINNING, CONTAINING 0.04 acre (3,750 square feet) of land in Williamson County, Texas.

NOTES

1. The surveyor has not abstracted the site. This survey was prepared without the benefit of a title commitment or other research and may not reflect all items of record.

2. Bearings based on Texas State Plane Coordinate System, Central Zone, North American Datum 1983.

3. Flood Statement: I have examined the Federal Emergency Management Agency's Flood Insurance Rate Map for Williamson County, Texas, Map Number 48491C0460 E, effective date of September 26, 2008, and the map indicates this tract to be in "Other Areas, Zone "X", determined to be outside 500 year flood plain"; No portion of this plat lies within a designated Special Flood Hazard Area, inundated by 100 year flood or Other Flood Areas. Warning: if this site is not within an identified Special Flood Hazard Area, this statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.

SITE BENCHMARK #1

SET 80D NAIL. EL. 915.20 (GEOID 09)

ELEVATIONS AS MEASURED WITH TRIMBLE R6 USING VRS AREA NETWORK.

SITE BENCHMARK #2

SET 80D NAIL. EL. 916.52 (GEOID 09)

ELEVATIONS AS MEASURED WITH TRIMBLE R6 USING VRS AREA NETWORK.

TOWER TYPE		ELEVATIONS FOR STRUCTURE	AGL	AMSL
MONOPOLE	☐	DESIGN TOWER HEIGHT:	N/A	N/A
SELF SUPPORT	☐	ABSOLUTE TIP	N/A	N/A
LATTICE	☐	SUPPORT STRUCTURE TIP	N/A	N/A
GUYED	☐	ANTENNA RACK	N/A	N/A
WATER TOWER	☐	GROUND ELEVATION	0'	915'
ROOF TOP	☐	FOUNDATION ELEVATION	N/A	N/A

CENTERLINE COORDINATES NAD 83

LATITUDE 30°34'13.52" N
LONGITUDE 97°47'53.85" W

CENTERLINE COORDINATES NAD 27

LATITUDE 30°34'12.81" N
LONGITUDE 97°47'52.81" W

LEASE SURVEY
AT&T
CRYSTAL FALLS
SITE NO. TX0714

SURVEYOR CERTIFICATION

As to the herein described lease and easement tracts:
AT&T
I certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of survey and that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards land survey for a Category 1B Survey.

David J. Strauss
R.P.L.S. 4833
February 19, 2014
Revised: July 1, 2014 (revise access & utility easement to 30' per city of leander)
Revised: August 19, 2014 (revised per client comments)

SEAL

LESSEE	FIELD BOOK	247
AT&T	FIELD WORK	TB
	DATE	2/13/14
	DRAFTING	RWG
LESSOR	DATE	2/19/14
ROCKPOINTE CHURCH	CHECKED	RS
	DATE	2/19/14
	MTGE. CO.	
ADDRESS	TITLE CO.	
1070 COUNTY ROAD 177	G.F. NO.	
LEANDER, TX. 78641	SCALE	1"=50'
	KEY MAP	
	JOB. NO.	3368-0001

TOWN & COUNTRY SURVEYORS, LLC
25307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281)465-8730
FAX (281)465-8731

SHEET 1 OF 1

more specifically located to the north of the intersection of Shumard Bluff Drive and Hilltop Divide Lane; Travis County, Texas. Applicant/Agent: Samuel Kiger on behalf of Taylor Morrison at Crystal Falls, LLC.

a) Staff Presentation

Robin Griffin, Senior Planner stated that staff reviewed the request and it has staff approval with recommendations as stated in the executive summary.

b) Applicant Presentation

Sam Kiger Agent was available for questions.

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Some discussion took place.

f) Consider Action

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

10. Zoning Case 14-Z-023: Hold a public hearing and consider action on the rezoning of a 0.07 acre tract of land, more or less, generally located 1,300 feet from the northeast corner of the intersection of Ronald W. Reagan Blvd and County Road 177; WCAD Parcel R496905. Currently, the property is zoned Interim SFS-2-B (Single Family Suburban) district, and the applicant is proposing to zone the property LO-2-B (Local Office) district, Leander, Williamson County, Texas. Applicant: John Zamora on behalf of RockPointe Church.

Commissioner Anderson rescued himself for zoning case 14-Z-023.

a) Staff Presentation

Martin Siwek, Planner stated that staff reviewed the request and it has staff approval and clarified the zoning districts requested.

b) Applicant Presentation

Bobby Chavira Agent spoke about the purpose of the zoning request and answered P & Z Commissioners questions.

c) Open Public Hearing

Chairman Seiler opened the public hearing
Peggy Yammine spoke against.
Ghassan Yammine spoke against.

Joannie Lattrell spoke against.

d) Close Public Hearing

Chairman Seiler closed the public hearing

e) Discussion

Commissioners held a discussion

f) Consider Action

Vice Chairman Stephenson moved to approve the zoning request of LO-2-B (Local Office), Commissioner Sokol seconded the motion. Motion passed unanimously.

REGULAR AGENDA

Commissioner Wixson rescued himself for subdivision case 13-FP-019

11. Subdivision Case 13-FP-019: Consider action on an extension request for the Sarita Valley, Phase IV Final Plat for 25.61 acres more or less; WCAD Parcel R516398; generally located on the east side of Ronald W. Reagan Blvd, approximately ½ mile from the northeast corner of the intersection of E Crystal Falls Pkwy and Ronald W. Reagan Blvd.; Williamson County, Texas.

a) Staff Presentation

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

b) Applicant Presentation

No applicant present.

c) Discussion

Commissioners held a discussion

d) Consider Action

Commissioner Sokol moved to approve the extension request for the Sarita Valley, Phase IV Final Plat. Commissioner Allen seconded the motion. Motion passed unanimously.

12. Adjournment

Meeting adjourned at 7:40 pm

AGENDA ITEM # 15

Executive Summary

September 4, 2014

Council Agenda Subject: Consideration of Standard Professional Services Agreement and Task Order MSE-1 with M&S Engineering, LLC, for professional services for East Street Roadway Improvements

Background: Task Order MSE-1 will provide for professional services for design, advertising, bidding, and construction phase services for East Street Roadway Improvements from RM 2243 to the south bank of South Brushy Creek. The improvements will consist of approximately 1,250 linear feet of two lane roadway with curb and gutter, storm sewers, sidewalks, street lights, and landscaping Compensation for this work is a combination of the lump sum amount of $76,500.00 for design, advertising, and bidding services and time and materials not to exceed $13,500.00 for construction phase services for a combined total of $90,000.00 as detailed in Task Order MSE-1 with its attached Scope of Services. The City's Standard Professional Services Agreement is also attached and is required as part of establishing this contractual relationship.

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

Financial Consideration: $90,000.00 from General Purpose CIP Fund, GL# TBD
-

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

Attachments: Task Oder MSE-1 and Standard Professional Services Agreement

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

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. MSE-1

This will constitute authorization by the City of Leander, Texas (Owner), for M&S Engineering, LLC (Engineer), to proceed with the following described engineering services.

E Street Roadway Improvements Project

A. PROJECT DESCRIPTION

The City of Leander has requested that M&S Engineering, LLC provide design, bid and construction phase services for the E Street Roadway Improvement Project (from RM 2243 to Evans Road). The improvements generally consist of constructing and new 36' wide - 1300' asphalt street including curb and gutter, driveways, sidewalks, storm drainage, landscaping, street lights, signage, pavement marking and barricades.

B. SCOPE OF SERVICES

M&S Engineering, LLC will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

M&S Engineering, LLC will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the E Street Roadway Improvement Project shall be as follows:

- Design Phase = Lump Sum Amount 72,000
- Bid Phase = Lump Sum Amount $4,500
- Construction Phase Services = Hourly Rates plus Expenses Not to Exceed 13,500 (according to the attached Fee and Labor Schedule) without written authorization from the City of Leander.

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 approximately 6 months
Bid Phase Services approximately 3 months
Construction Phase Services approximately 6 months

M&S Engineering, LLC will begin work as soon as authorized and as services are requested. All services provided are anticipated to be completed within 24 months after notice to proceed.

APPROVED:	ACCEPTED:
CITY OF LEANDER, TEXAS	COMPANY NAME
By _____ Kent Cagle	By _____ M&S Engineering, LLC
Title _____	Title _____
Attest _____	Attest _____
Date _____	Date _____

E Street Roadway Project

*****DRAFT*****

Scope of Services

8/11/2014

Project Description

The work to be performed by the M&S Engineering under this task order consists of providing engineering and other related services required to prepare plans and construction documents and provide bidding and construction phase services for the construction/reconstruction of E Street from RM 2243 to Evans Road. The improvements generally consist of constructing and new 1300' (36' wide) asphalt street including curb and gutter, driveways, sidewalks, storm drainage, landscaping, street lights, signage, pavement marking and barricades.

Project Management and Administration

Conduct a project kickoff meeting with the City of Leander and document project criteria, parameters and preferences.

Manage sub-consultants during the course of the project.

Participate in design/submittal review meetings.

Prepare and submit a brief progress report with each invoice.

Design Related Services

Research and Data Collection

Collect, review and evaluate project data and information that is readily available from the City of Leander and other sources.

Make visits to the site, conduct field reconnaissance and make a photographic record of the project area and notable existing features.

Design Survey

Establish a horizontal and vertical control network including recoverable project control monuments and benchmarks. This information will be used by M&S Engineering to establish the roadway centerline and alignments for other project improvements. This information will be used construction staking during construction.

Prepare a Digital Terrain Model (DTM) of the project ROW (approximately 60') area including the location of all notable and visible surface features and vertical topographic information needed to support the project design. The visible feature include fences, pavement, sidewalks, signs, power poles, significant trees, gravel driveways, mail boxes, etc.

Locate property corners, property lines and document the location of apparent right-of-way.

Provide utility mapping (SUE Quality Level C) within the project area.

Design Coordination

M&S Engineering will provide design coordination with the Developer's Engineer (Baker-Aicklen) for the Village at Leander development.

Roadway Design

Design roadway improvements in general accordance with the City of Leander/City of Austin design and construction specifications and standards where applicable and prudent.

Prepare typical section(s) for existing and proposed road. The typical sections shall include apparent ROW, width of pavement and travel lanes, centerline, pavement design, typical side slopes, typical sodding/seeding limits, and station limits.

The Engineer shall incorporate the pavement design.

Prepare removal plans showing all items to be demolished and removed by the contractor.

Provide landscaping plans for trees on one side of the road. The developer is responsible for planting trees in the east right-of-way.

Provide street lighting plans for poles to be selected by the City of Leander.

Drainage Design

Determine the extent of contributing drainage areas through pre-construction investigation and documentation of existing drainage flow patterns.

Perform hydrological and hydraulic studies (including the determination of peak discharge rates) and design a storm drainage system including inlets, junction boxes, concrete pipe, headwalls, drainage channels, energy dissipaters and other miscellaneous drainage improvements.

Provide horizontal and vertical alignment of all drainage improvements.

Erosion Control

Develop an erosion control plan and related details including notes describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control measures.

Signing & Pavement Markings

Prepare a signing and pavement marking plan for new signage and stop bars.

Utility Coordination & Design

M&S Engineering will endeavor to avoid or minimize utility adjustments, where feasible.

Based on SUE Quality Level C utility mapping, evaluate the horizontal and vertical alignment of project improvements and identify any potential utility conflicts with proposed improvements.

Identify specific locations for "pothole" locations to determine the position of conflicting utilities.

Adjust the design of improvements to eliminate utility conflicts, if possible. If design adjustment is not feasible, identify utilities that must be adjusted and notify the City of Leander.

Provide coordination with utilities companies to resolve any issues through design adjustments and/or utility adjustments.

Water and sanitary sewer improvements within the project area will be designed and constructed by others.

Construction Phasing and Traffic Control

Prepare a construction phasing plan describing primary sequences of work and contractor requirements for traffic control plans. Generally, the contractor will be permitted to close E Street and construct improvements while maintaining access to adjacent properties.

Provide TxDOT barricade and traffic control detail sheets and notes.

Construction Cost Estimating

Prepare an opinion of probable construction cost with every submittal including a description of bid items, quantities, unit prices (based primarily on unit rate data maintained by the City of Austin), costs and appropriate contingencies.

Public Involvement

Participate in one informal public workshop for the purpose of soliciting input from project area residents on matters related to the project.

Provide design team staff and exhibits necessary to engage the public and receive comments during the workshop.

Provide one-on-one design coordination with adjacent landowners on an as needed basis.

Contract Documents

The sheet index for the final construction plans will generally include:

- Cover Sheet
- General Notes, Special Notes, Special Provisions
- Quantity Summary Sheet
- Project Layout, Dimensional Control & Survey Monuments
- Construction Phasing Sheet
- Demolition and Removal Sheet
- Typical Sections
- SW3P/Erosion Control Sheets
- Utility adjustment sheets
- Roadway Plan & Profile Sheets (1"=30')
- Intersection Detail Sheets
- Driveway Detail Sheets
- Roadway Cross-Sections
- Hydrologic and Hydraulic Data Sheets
- Miscellaneous Detail Sheets (structures, retaining walls, paving, drainage, etc.)
- Standard Detail Sheets (signage, pavement markings, barricades, traffic Control, etc.)
- Prepare construction plans using 11" x 17" sheets for review purposes
- Prepare full size (22"x34") sheets for construction purposes

Prepare the following bidding and contract documents:

- Advertisement for Bids
- Invitation for Bids
- Instructions to Bidders
- Statement of Bidders Qualification
- Performance, payment and warranty bonds
- Standard Form of Agreement
- General Contract Conditions
- General Notes, Special Specifications and Special Conditions
- Technical Specifications (Current Standard City of Austin Specifications)

All deliverables shall be signed, sealed, and dated in accordance with TBPE rules.

Provide to the City of Leander paper copies and PDF files of all final deliverables.

Review Submittals

Submit 50% & 95% plans and contract documents for review. Collect, evaluate and address all review comments and incorporate into the final deliverables.

Permitting

Provide all necessary supporting documentation for an Advanced Funding Agreement (AFA) with TxDOT for improvements within the RM 2243 right-of-way to connect E Street. The City of Leander shall be responsible for preparing and executing the AFA with TxDOT.

Bid Phase Services

Assist the City in advertising for bids and provide PDF files for primary online posting.

Attend a pre-bid conference.

Respond to requests for information (RFI's)

Issue addenda, if required

Prepare bid tabulation.

Review bid documents received from the contractors

Check references and assess the qualifications of the apparent low bidder

Recommend a bid award

Construction Phase Services

Prepare construction contract documents between the City of Leander and the successful bidder and assist in execution.

Conduct pre-construction conference.

Provide full size plans for the inspector and contractor.

Provide construction staking.

Conduct monthly coordination meetings with Contractor discuss project issues and progress.

Respond to Requests for Information (RFI's) from the Contractor.

Review submittals from the contractor including the contractor's traffic control and barricade plans.

Review contractor payment applications and recommend approval.

Make Periodic site visits and observe construction activities no more than once per month during construction.

Conduct substantial completion inspection, prepare a punch list and conduct a final inspection of the project.

Prepare "Record Drawings" based upon mark-ups and information provided by the contractor.

Additional Services

Not all engineering services can be adequately anticipated at the beginning of the project. The need for additional services may emerge as the design of the project progresses and project details develop. Below is a list of potential additional services that may be required for project construction of this type:

- Utility Potholing
- Design of utility adjustments
- Exhibits for rights-of-entry and/or temporary construction easements
- Boundary surveying, parcel plats and field notes required for right-of-way and easement acquisition
- Determination of flood prone areas outside of the existing ROW of E Street.

Items Provided by the City of Leander

Provide project objectives, requirements, approaches and any other preferences affecting the design, construction and administration of the work.

Designate a single representative to act on the City of Leander's behalf who is responsible for reviewing documents and rendering decisions pertaining to the work.

Provide studies, plans and construction documents from previous and ongoing area construction projects in PDF / CAD format as requested.

Provide timely reviews of submittals and decision making to avoid unreasonable delay in the progress of providing the engineering services.

Provide City of Leander details that apply to the project improvements.

Provide readily available plat and easement information in the project area.

M & S ENGINEERING, LLC
ENGINEERS | PLANNERS | SURVEYORS

Fee and Labor Schedule

Labor Classification	2014 Billing Rate
Principal Engineer	$195.00
Senior Engineer/RPLS	$150.00
Project Engineer	$135.00
Technical Specialist	$125.00
Engineer or Surveyor in Training (EIT or SIT)	$100.00
Project Manager II	$160.00
Project Manager I	$150.00
Senior Technician III	$115.00
Senior Technician II	$105.00
Senior Technician I	$95.00
Project Technician II	$85.00
Project Technician I	$80.00
Technician II	$75.00
Technician I	$70.00
Senior CAD Operator	$80.00
CAD Operator	$70.00
Administrative I	$75.00
Administrative	$65.00
Software Level I [1]	$46.00
Software Level II [2]	$42.00
2 –Person Construction Staking Crew	$135.00
3 – Person Construction Staking Crew	$165.00

[1] Includes AutoCAD,
MicroStation, L-Pile, SAG10 and other common licensed software packages
[2] Includes PLS-CADD, Bentley Systems, e-tap and other premium licensed software packages
[3] Rates are inclusive of all surveying equipment, including stakes, marking paints, and other consumable items required. Special request items such as T-posts, 36" Laths, concrete monuments, etc. will be billed on a cost plus 15% basis.

Expenses:

8"x11" Copies/Impressions	$ 0.00/page (10 pages or less)
8"x11" Copies/Impressions	$ 0.20/page (11 pages or more)
Plan Sheet Copies	$ 2.10 per sheet (24x36) or 0.35/sq. ft.
Reproducible Copies (Mylar)	$ 3.00/sq. ft.
Mileage (auto)	Current IRS Rates
Supplies/Miscellaneous	$ Cost + 15%
Meals and Lodging	$ Cost + 15%
Vendors/ Sub-consultants	$ Cost + 15%

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") between the City Of Leander ("OWNER") and M&S Engineering, LLC, ("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 and Professional.

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 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 against OWNER 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 indemnitees shall seek indemnification, the indemnitees 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 indemnitees, 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.

	Type of Insurance	Minimum Coverage
(a)	Workers' Compensation	
	Coverage A -	statutory
	Coverage B -	$250,000 employer's liability
(b)	General Liability	
	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 Majuere.

(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 suppliers of Professional for reasons other than Force Majeure;

2. Delays in approval of documentation because of inadequate performance by Professional;

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 Contract, 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:	Thomas N. Turk, P.E. PO Box 970 6477 FM 311 Spring Branch, Texas 78070

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: Thomas N. Turk, P.E.

Title: Project Manager

AGENDA ITEM # 16

Executive Summary

September 4, 2014

Council Agenda Subject: Consideration of a Joint Venture with the City of Cedar Park for Interim Raw Water Intake Facilities Relocation Activities for Phase C which consists of Engineering Services and Easement Acquisition

Background: On August 20, 2009, during a period of severe drought, the City Council considered and approved *"authorization of the City Manager to negotiate and execute agreement(s) with Cedar Park as required for Phase 1 of the interim relocation of raw water intake facilities"*. The attached Letter of Intent and Term Sheet, dated August 25, 2009, was approved and executed by the City Manager in early September of 2009.

The follow-up Interlocal Agreement called for in the Letter of Intent was never prepared and executed due to significant rains in the Lake Travis Basin beginning in early October of 2009. As a result, the construction project was shelved, but acquisition of project easements continued to completion.

On August 4, 2011, City Council considered and approved "*participation in the Floating Raw Water Intake Contingency Project: Phase A Underwater Pipeline Project in accordance with the approved Letter of Intent for Cost Share Agreement for Pipeline and Rented Floating Raw Water Intake*", due to the preceding nine months being classified as the worst nine month drought period on record. LCRA's water level forecasts for Lake Travis indicated a 10% chance of reaching the 620' level by June of 2012. The City's (at that time owned by LCRA) Sandy Creek raw water barge ceased to function at 620'. After acquiring the Sandy Creek facilities from LCRA, the City of Leander modified the raw water barge and pumps to allow operation down to a lake level as low as 615'. Cedar Park subsequently modified their raw water barge and pumps to allow operation to a lake level of 615'.

With the completion of the BCRUA Deep Water Intake at least eight to ten years away, the severity of the drought, the record low inflows into the Highland Lakes, and the long seven to eight month lead time required to fabricate and install the proposed 42-inch

HDPE underwater pipeline, the City Councils of both Cedar Park (July 28, 2011) and Leander (August 4, 2011) mutually agreed that we must begin the pipeline construction process, based on competitive sealed bids, to place the underwater pipeline in accordance with the terms of the executed August 25, 2009, Letter of Intent and Term Sheet.

As Phase A work progressed, the record drought continued unabated; and the Lake Travis water level decline accelerated. As a result of the accelerating decline in water levels and insufficient time for the competitive sealed bid process, the City Council of Cedar Park authorized emergency purchase procedures for Phase B project activities, which included acquisition of raw water pumps, motor control centers, interim raw water barge, power cables, appurtenances, and required engineering and construction services. Phase A of the project was completed and parts of Phase B were completed before a modest recovery in Lake Travis levels resulted in suspension of the project.

The previously executed August 25, 2009, Letter of Intent and Term Sheet, which commits Leander to 30.4% of the cost of both Phase A and Phase B, was reaffirmed by Leander City Council on October 18, 2012. Both the Phase A project (42" underwater raw water pipeline and appurtenances) and Phase B project (raw water barge, pumps, controls, and appurtenances) have been completed, tested, and readied for service down to a record low lake level of 590'. Leander's share of the project costs to date is $3,831,434.99. Additional costs for on-going raw water barge power costs, maintenance costs, refinement of controls and SCADA system, 2 megawatt back-up generator rental/purchase ($5,269/mo) estimated at $250,000 are expected in the coming year.

If the drought continues unabated through this year and 2015/2016, the possibility exists that the lake level could go below 590' in 2106 resulting in the end of operation of the Phase B raw water barge system. As a result, planning and engineering activities have begun for Phase C of the Raw Water Contingency Project, which will extend an additional raw water pipeline to the main channel of the Colorado River in Lake Travis and add a second raw water barge pumping to the existing Phase B raw water barge (used as a booster pumping station) allowing operations to continue to a lake level of 560'. Although the estimated cost of Phase C is preliminarily estimated at $7M for Leander should the drought reach catastrophic proportions, the current activities involve only preliminary engineering, surveying, legal services, easement acquisition costs, and related activities. Leander's share of these costs may approach $300,000. The first invoice for these Phase C activities totaling $70,965.82 has been received. The long lead times to acquire easement rights required to locate the Phase C raw water line and barge within Lake Travis mandate that the preliminary engineering and easement acquisition activities be completed as soon as possible. Leander's 30.4% share of these costs is estimated to be up to $300,000, but this cost could vary significantly depending on unknowns such as litigation costs.

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

Financial Consideration: $300,000 from Water Maintenance Fund GL# 20-02-8385

Recommendation: Staff requests authorization of expenditures for Phase C of the Raw Water Intake Contingency Project for preliminary engineering, surveying, legal services, and easement acquisition costs in an amount not to exceed to $300,000.

Attachments: August 25, 2009, Letter of Intent and Term Sheet and Cedar Park Invoice for Phase C

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

CEDAR PARK

August 25, 2009

Mr. Anthony Johnson
City Manager, City of Leander
200 West Willis Street
Leander, Texas 78641

Re: Letter of Intent for Cost Share Agreement for Pipeline and Rented Floating Raw Water Intake (the "***Intake Project***")

Dear Mr. Johnson:

On behalf of the City of Cedar Park ("***Cedar Park***"), I am enclosing the attached Term Sheet, which outlines the principal terms and conditions of the cost share agreement (the "***Agreement***") between Cedar Park and the City of Leander ("***Leander***") for the construction of the Intake Project.

If the terms as outlined in the Term Sheet are acceptable to Leander, please execute this letter in the space provided below and return a copy to me no later than Tuesday, August 25, 2009. Further, by signing below, Leander understands and agrees that, upon receipt of Leander's signature hereon, Cedar Park shall begin expending funds in accordance with the terms outlined in the Term Sheet, and Leander hereby authorizes such expenditures. If Leander does not execute the envisioned Agreement after the execution of this letter, Leander shall still be responsible for reimbursing any and all costs to Cedar Park that Cedar Park incurs in preparing for and beginning the Intake Project (as defined in the Term Sheet) that are attributable to Leander's capacity reservation. We will prepare an Interlocal Agreement Regarding Construction of the Intake Project promptly upon receipt of the signed letter.

We look forward to hearing back from you and to working with you on this project. Thank you.

Sincerely,

Sam P. Roberts, P.E.
Assistant City Manager

AGREED AND ACCEPTED BY:

City of Leander

By: _____
Printed Name: Anthony Johnson
Title: City Manager

City of Cedar Park

By: _____
Printed Name: Brenda Eivens
Title: City Manager

cc: Via email:
Brenda Eivens
Wayne Watts, P.E.
Charles Rowland

TERM SHEET
August 25, 2009

CEDAR PARK: The City of Cedar Park, Texas, a Texas home-rule city ("***Cedar Park***")

LEANDER: The City of Leander, Texas, a Texas home-rule city ("***Leander***")

PROJECT: The construction of a 42-in diameter pipeline and rented floating barge and pump system to deliver raw water from a location on Lake Travis adjacent to the existing Jonestown raw water intake barge to Cedar Park's and Leander's existing water treatment plants including all necessary electricals, valves, fittings and appurtenances, and acquisition of all requisite easement property interests (the "***Intake Project***"). The Intake Project shall be divided into two phases (i) ***Phase A***: design and construction of a 42-in high density polyethylene (HDPE) pipeline including valves, fittings, appurtenances and certain electrical components along with acquisition of all necessary easements; and (ii) ***Phase B:*** rental and installation of a floating intake barge and pump system with a firm pumping capacity of 30 million gallons per day (mgd) and connection with pipeline and electricals built in Phase A, including all necessary valves, fittings, appurtenances and electricals not built in Phase A. Upon completion of each phase of the Intake Project, all of the real property and personal property elements of raw water intake system shall be defined as the "***Intake System***."

The design capacity of the pipeline built in Phase A shall be a minimum of 39.5 mgd and shall result in a capacity for Cedar Park of 27.5 mgd ("***Cedar Park Reserved Capacity***") and 12 mgd for Leander ("***Leander Reserved Capacity***"). The design capacity of the rented barge and pump system built in Phase B shall be a minimum of 30 mgd and shall result in a capacity for Cedar Park of 21 mgd and 9 mgd for Leander.

POINTS OF DELIVERY: The delivery points for raw water from the Intake Project to Cedar Park and Leander shall be to the existing discharge line(s) from each Parties existing floating raw water intake barges, respectively.

PROJECT COST ALLOCATION: Project Costs of the Intake Project (as defined below) shall be attributed to each party based upon the pro-rata share of the design capacity of the pipeline. Based upon 27.5 mgd for Cedar Park and 12 mgd for Leander, such costs shall be attributed 69.6% to Cedar Park and 30.4% to Leander. Operation and maintenance, electricity and raw water costs shall be paid as further described in this Term Sheet.

COST OF INTAKE PROJECT: The estimated costs for the Intake Project (the "***Project Costs***") is shown in Exhibit A and shall include all design, construction, inspection, testing, material procurement and costs for acquisition of easement property interests, legal fees, and other soft costs related to the Intake Project. Each Party agrees to fund up to a maximum of

their respective amounts shown in Exhibit A for the Intake Project plus an additional 15 percent if the actual costs exceed the amounts shown in Exhibit A.

FORM OF AGREEMENT AND EXECUTION DEADLINE:

The form of the Interlocal Agreement Regarding Raw Water Intake Project (the "***Agreement***") shall be substantially similar to that certain Interlocal Agreement Regarding Construction of Regional Water Line by and between the City of Round Rock, the City of Cedar Park, and the LCRA dated effective March 23, 2006 (the "***New Hope Agreement***") in so far as the terms do not conflict with those specified in this Term Sheet or the objectives of the Intake Project.

The Parties shall negotiate in good faith and execute the Agreement not later than 90 calendar days from the date of the Letter of Intent.

TIMING OF INTAKE PROJECT:

The estimated schedule for the Intake Project is shown in Exhibit B. Phase A shall commence immediately upon execution of the Letter of Intent. Cedar Park shall make reasonable efforts to complete each phase of the Intake Project in accordance with the schedule except that by mutual agreement of the Parties, Phase B may be deferred or not undertaken altogether if lake level projections indicate that Phase B is not necessary.

ALLOCATION OF INTERESTS:

Upon completion of each phase of the Intake Project, Cedar Park shall convey to Leander a pro-rata interest based on reserved capacity in all of the personal and real property interests composing the Intake System.

TERMINATION RIGHTS:

The Agreement may only be terminated by mutual written agreement of the Parties.

LEANDER REVIEW RIGHTS:

Leander shall be permitted to review all engineering and construction plans and inspect construction of the Intake System.

ADIMINSTRATION OF THE INTAKE PROJECT:

Cedar Park shall enter into all agreements as necessary including, but not limited to, engineering, construction, procurement, legal and easement agreements to effectuate construction of the Intake Project. Construction and all materials and services procurement will be done in accordance with Chapters 252.021 and 252.022 of the Texas Local Government Code with an exemption to the competitive bidding requirements due to a procurement necessary to preserve or protect the public health of the municipalities' residents.

CONSTRUCTION FUND:

The Parties shall contribute funds to a construction fund to be administered by Cedar Park (the "***Construction Fund***") substantially as described and structured in the New Hope Agreement (e.g. each Party shall contribute 25% of that Party's pro-rata share of the total cost of the Intake Project as shown in Exhibit A to the Construction Fund within 10 calendar days of the execution of the Letter of Intent and additional amounts equal to the original deposited amount when the fund is depleted, until the project is complete).

EASEMENTS AND CAPACITY RESERVATION LIMITATIONS:

The Parties acknowledge that the delivery of water and that the Cedar Park Reserved Capacity and the Leander Reserved Capacity will be subject to restrictions contained in various easement agreements that shall be executed in furtherance of the Intake Project. Such restrictions are substantially in the form below:

> "As additional consideration, however, GRANTEE agrees that after initial construction GRANTEE shall utilize the rights granted hereunder to establish and secure a floating raw water intake and surrounding signage, including necessary warning buoys, only whenever the level of Lake Travis becomes 630' MSL, even if after reaching 630' MSL the water level should subsequently rise above 630' MSL. GRANTEE further agrees that once the floating raw water intake and related signage, including necessary warning buoys, is in place, that GRANTEE will remove said intake and water surface appurtenances after the earlier of (a) the minimum water level of Lake Travis becoming no less than 640' MSL for a period of six continuous months, or (b) the water level of Lake Travis becoming 680' MSL, with said removal of the raw water intake and surface appurtenances to occur no later than eight (8) weeks after the occurrence of (a) or (b). Should the level of Lake Travis become lower than 640' MSL at any point prior to GRANTEE's removal of the floating raw water intake and surface appurtenances, the six-month period shall reset. For purposes of this paragraph, the daily and historical levels of Lake Travis shall be determined by the official records of the Lower Colorado River Authority according to the NGVD 29 datum, and shall be normalized to the NGVD 29 datum in the event the Lower Colorado River Authority ever adopts a different standard for reporting the water level of Lake Travis."

ON-GOING OPERATION AND MAINTENANCE:

Upon completion of Phase A and/or Phase B, Cedar Park shall operate and maintain the Intake System. The Intake System shall be designed with radio controlled flow control capability to deliver water based on demands of Cedar Park and Leander plants (e.g., Cedar Park will use radio or phone based SCADA system to regulate delivery of water to each Party).

ON-GOING OPERATION AND MAINTENANCE EXPENSES:

On-going operating and maintenance expenses for the Intake System shall be attributed to, and paid by each Party based upon a pro-rata share according to reserved capacity, with the exception that raw water costs payable to the LCRA shall be paid by each Party based on actual quantities of water used as measured by meters provided by each Party downstream of the Point of Delivery for each Party. In addition, electricity costs shall be allocated based on a pro-rata of the metered flow of raw water to each Party with the below described adjustment.

Notwithstanding the foregoing Leander shall be responsible for the additional electricity costs attributable to the differential in

delivering the additional pressure needed to deliver water to Leander's plant that would not otherwise be required were Cedar Park to construct the Intake Project solely based on delivery of water to Cedar Park's plant. A formula mutually agreeable to both Parties shall be derived prior to placing the Intake System into service to determine the additional cost for electricity based on generally accepted engineering practices related to estimating electrical usage by water pumping devices

EXHIBIT A

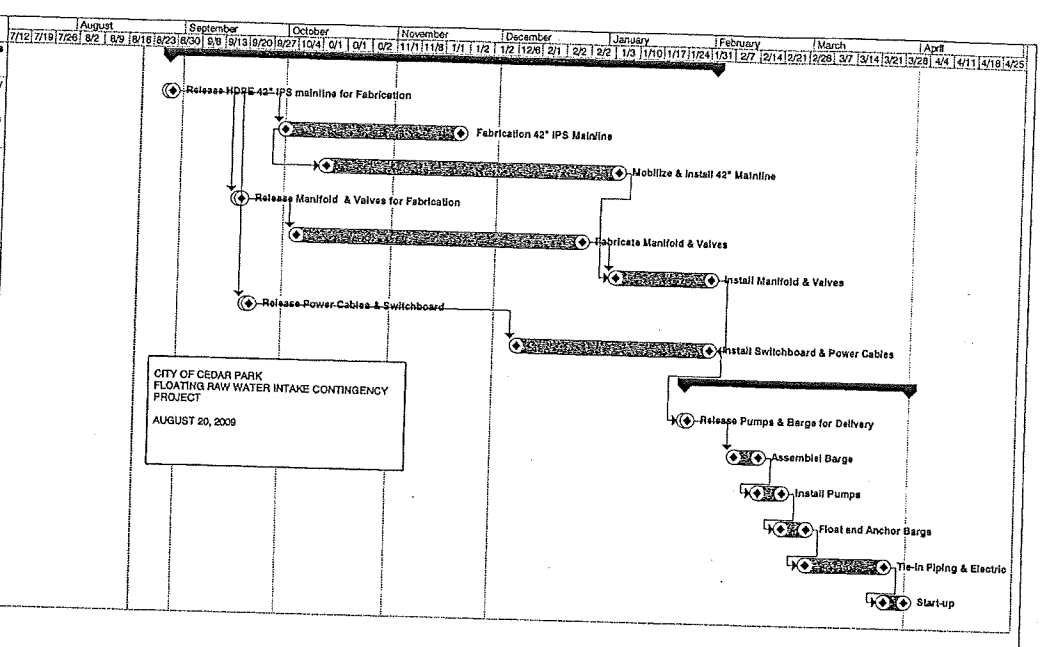
City of Cedar Park
Floating Intake Contingency Project
Temporary Joint Rental Intake at Jonestown
Cost Sharing Summary

Phase	*Description*	*Estimated Cost* [1]		
		Project	*Cedar Park*	*Leander*
A	***Initial Capital Construction***			
	Construction Cost	$ 3,176,900	$ 2,223,830	$ 953,070
	Easement Acquisition and Legal	$ 400,000	$ 280,000	$ 120,000
	Engineering and Inspection (15%)	$ 414,373	$ 290,061	$ 124,312
	Subtotal	$ 3,991,273	$ 2,793,891	$ 1,197,382
B1	***Rental (6 Month) & Installation***			
	Construction Cost	$ 1,690,500	$ 1,183,350	$ 507,150
	Engineering and Inspection (15%)	$ 238,439	$ 166,907	$ 71,532
	Subtotal	$ 1,928,939	$ 1,350,257	$ 578,682
B2	***Rental Associated Capital Construction***			
	Construction Cost	$ 746,700	$ 522,690	$ 224,010
	Engineering and Inspection (15%)	$ 97,398	$ 68,179	$ 29,219
	Subtotal	$ 844,098	$ 590,869	$ 253,229
	Total	***$ 6,765,000***	***$ 4,736,000***	***$ 2,030,000***

[1] Cost sharing split pro rata based on capacity. City of Cedar Park = 70% and City of Leander = 30%.

EXHIBIT B

ID	Task Name	Duration
1	PHASE A - INITIAL CAPITAL COSTS	112 days
2	Release HDPE 42" IPS mainline for Fabrication	1 day
3	Fabrication 42" IPS Mainline	36 days
4	Mobilize & Install 42" Mainline	60 days
5	Release Manifold & Valves for Fabrication	1 day
6	Fabricate Manifold & Valves	60 days
7	Install Manifold & Valves	20 days
8	Release Power Cables & Switchboard	1 day
9	Install Switchboard & Power Cables	40 days
10	PHASE B-1 RENTED EQUIPMENT	47 days
11	Release Pumps & Barge for Delivery	1 day
12	Assemblel Barge	5 days
13	Install Pumps	5 days
14	Float and Anchor Barge	5 days
15	Tie-In Piping & Electrical	17 days
16	Start-up	4 days



Project: Prelim Schedule
Date: Thu 8/20/09

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

Page 1

GL 20-02-8385

CEDAR PARK

Please Remit to:
City of Cedar Park
P.O. Box 1569
Cedar Park, Texas 78630
Attn: Finance Department
512-401-5000

Attn: Wayne Watts, P.E.
City of Leander
P.O. Box 319
Leander, Texas 78646-0319
512-528-2760

August 4, 2014
Project No. 216-309-6840-479
Invoice No. **8**

Project: Floating Raw Water Intake Contingency Project - Phase C
Cost Share Agreement

Reimbursement for Floating Raw Water Intake Project 479 Expenses as of 08/4/14

Construction-Leander 479-01-A	$0.00
Engineering-Leander 479-03-A	$31,999.29
Surveying-Leander 479-04-A	$0.00
Inspection-Leander 479-06-A	$0.00
Testing-Leander 479-07-A	$0.00
Easement Acquisition Leander 479-08-A	$25,541.59
Other-Leander 479-09-A	$0.00
Legal-Leander 479-10-A	$13,424.94
Expense Total	$70,965.82
Previous Payment	$0.00
Payment Total	$0.00
Total This Invoice	**$70,965.82**

See back up for Project Activity Report

APPROVED
AUG 14 2014
BY:_____

City of Cedar Park, TX

Project Activity Report
By Project Number
Report Dates: - 08/04/2014

- Phase C expenses

Project Number	Project Name	Group	Type	Status
479	FLOATING RAW WATER INTAKE	WATER PROJECTS	WATER LINE	Active

Revenues

Account Key	Account Name	Category	Total Activity
479-R01	Cost Share Reimbursement	35 - CAPITAL	-504,664.21

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-000-4213	COST SHARE INTERLOCAL	10/30/2012	CITY OF LEANDER - REIMB-FLOATING RAW WATER IN			-1,143,916.62
216-000-4213	COST SHARE INTERLOCAL	03/31/2013	Project 479 Reclass Reimbursement			1,143,916.62
216-000-4213	COST SHARE INTERLOCAL	08/01/2013	LEANDER INVOICE #5 - PROJECT 479			-720,587.11
216-000-4213	COST SHARE INTERLOCAL	09/30/2013	Reclass pmt of Leander Inv 5 Float Raw Water Int			720,587.11
					2012-2013 Total:	**0.00**
216-000-4213	COST SHARE INTERLOCAL	11/25/2013	CITY OF LEANDER TRANSFER			-504,664.21
					2013-2014 Total:	**-504,664.21**

479-R202	TRANSFER IN-UTILITY FUND	N/A - N/A	-4,499,999.99

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-000-8202	TRANSFER IN-UTILITY FUND	03/31/2013	Mar 2013 CIP Budget/4 Transfer for FY13 Funding			-933,333.33
216-000-8202	TRANSFER IN-UTILITY FUND	06/28/2013	Jun 2013 CIP Budget/4 Transfer for FY13 Funding			-933,333.33
216-000-8202	TRANSFER IN-UTILITY FUND	09/30/2013	Sep 2013 CIP Budget/4 Transfer for FY13 Funding			-933,333.33
					2012-2013 Total:	**-2,799,999.99**
216-000-8202	TRANSFER IN-UTILITY FUND	12/31/2013	Utility Fund CIP-Water			-150,000.00
216-000-8202	TRANSFER IN-UTILITY FUND	12/31/2013	Utility Fund CIP-Water			-700,000.00
216-000-8202	TRANSFER IN-UTILITY FUND	03/31/2014	Utility Fund CIP-Water			-150,000.00
216-000-8202	TRANSFER IN-UTILITY FUND	03/31/2014	Utility Fund CIP-Water			-700,000.00
					2013-2014 Total:	**-1,700,000.00**
					Total Revenues:	**-5,004,664.20**

Expenses

Account Key	Account Name	Category	Total Activity
479-01-A	CONSTRUCTION-LEANDER	N/A - N/A	3,402,199.17

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	09/24/2009	PO 09-02746			-299,345.50
216-309-6840	INFRASTRUCTURE	11/10/2009	INTAKE PROJ 7/28-11/9/09	EXCEL CONSTRUCTION SERVICE	9-028.D601	32,313.15
216-309-6840	INFRASTRUCTURE	03/26/2010	UPGRADE FAC ON REED PARKS RD	PEDERNALES ELECTRIC COOPER	5083	18,252.88
					2009-2010 Total:	**-248,779.47**
216-309-6840	INFRASTRUCTURE	10/21/2011	REED PARK RD TRANSFORMERS	PEDERNALES ELECTRIC CO-OP C	50000722	32,748.80

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	11/30/2011	FLOATING RAW WATER INTAKE	EXCEL CONSTRUCTION SERVICE	APPL-1-PH-A INTAKE	305,459.20
506-2110	ACCTS PAYABLE - TRADE	11/30/2011	REVERSE VOIDED CHECK			602.68
999-1906	DUE FROM CIP STREETS/LIG	11/30/2011	REVERSE VOIDED CHECK			-602.68
216-309-6840	INFRASTRUCTURE	12/16/2011	FLOATING RAW WATER PHASE B	EXCEL CONSTRUCTION SERVICE	APPL-1-PH B INTAKE	26,106.61
216-309-6840	INFRASTRUCTURE	12/31/2011	FLOATING RAW WATER INTAKE	EXCEL CONSTRUCTION SERVICE	APPL-2-PH-A INTAKE	251,937.88
216-309-6840	INFRASTRUCTURE	01/31/2012	FLOATING RAW WATER INTAKE	EXCEL CONSTRUCTION SERVICE	APPL-3-PH A INTAKE	127,066.23
216-309-6840	INFRASTRUCTURE	02/08/2012	FLOATING RAW WATER INTAKE CONT	EXCEL CONSTRUCTION SERVICE	APPL-2-PH B INTAKE	94,952.58
216-309-6840	INFRASTRUCTURE	03/01/2012	FLOATING RAW WATER INTAKE	EXCEL CONSTRUCTION SERVICE	APPL-4-PH A INTAKE	171,651.62
216-309-6840	INFRASTRUCTURE	03/28/2012	FLOATING RAW WATER INTAKE CONT	EXCEL CONSTRUCTION SERVICE	APPL-3-PH B INTAKE	140,987.90
216-309-6840	INFRASTRUCTURE	04/30/2012	FLOATING RAW WATER INTAKE 3/12	EXCEL CONSTRUCTION SERVICE	APPL-5-PH A INTAKE	120,807.10
216-309-6840	INFRASTRUCTURE	04/30/2012	FLOATING RAW WATER INTAKE 4/12	EXCEL CONSTRUCTION SERVICE	APPL-4-PH B INTAKE	52,426.32
216-309-6840	INFRASTRUCTURE	06/22/2012	FLOATING RAW WATER INTAKE	EXCEL CONSTRUCTION SERVICE	APPL-5-PH B INTAKE	28,494.53
216-309-6840	INFRASTRUCTURE	06/22/2012	FLOATING RTAW WATER INTAKE	EXCEL CONSTRUCTION SERVICE	APPL-6-PH A INTAKE	76,239.40
					2011-2012 Total:	**1,428,878.17**
216-309-6840	INFRASTRUCTURE	11/30/2012	FINAL FLOATING RAW WATER INTAKE CONT PROJ 10/	EXCEL CONSTRUCTION SERVICE	APPL-7-PH A INTAKE	146,398.97
216-309-6840	INFRASTRUCTURE	01/11/2013	FLOATING RAW WATER INTAKE CONT PROJ 1/13	EXCEL CONSTRUCTION SERVICE	APPL-6-PH B INTAKE	95,157.00
216-309-6840	INFRASTRUCTURE	03/31/2013	Project 479 Reclass Reimbursement			299,345.50
216-309-6840	INFRASTRUCTURE	06/03/2013	DEEP FLAR	ELLIOTT ELECTRIC SUPPLY	51-15411-01	125.50
216-309-6840	INFRASTRUCTURE	06/20/2013	PEC - SERVICE REIMB #200001729900			-83.60
216-309-6840	INFRASTRUCTURE	06/27/2013	FLOATING RW WATER INTAKE CONT PROJ PH B 6/13	EXCEL CONSTRUCTION SERVICE	APPL-1-PH B 2013 IN	708,153.41
216-309-6840	INFRASTRUCTURE	07/23/2013	300-LC-SCUBALAND ADVENTURES 1	JPMORGAN CHASE BANK(credit	20130705	21.06
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	15.50
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	334.10
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	10.64
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	334.10
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	376.66
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	181.79
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	2,132.26
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	90.90
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	10.64
216-309-6840	INFRASTRUCTURE	07/30/2013	CAT6 DIRECT BURIAL	ELLIOTT ELECTRIC SUPPLY	51-18902-01	114.00
216-309-6840	INFRASTRUCTURE	08/01/2013	CAT6 DIRECT BURIAL	ELLIOTT ELECTRIC SUPPLY	51-18902-02	114.00
216-309-6840	INFRASTRUCTURE	08/02/2013	Tycon 18V PoE 9-36VDC	TITAN WIRELESS LLC	51341	27.36
216-309-6840	INFRASTRUCTURE	08/08/2013	26W LED FIXTURE RUBY GLOBE	ELLIOTT ELECTRIC SUPPLY	51-19785-01	490.66
216-309-6840	INFRASTRUCTURE	08/21/2013	060-AM-DELL GOVERNMENT	JPMORGAN CHASE BANK(credit	20130805	844.71
216-309-6840	INFRASTRUCTURE	08/21/2013	060-AM-DELL GOVERNMENT	JPMORGAN CHASE BANK(credit	20130805	21.47
216-309-6840	INFRASTRUCTURE	08/21/2013	060-AM-DELL GOVERNMENT	JPMORGAN CHASE BANK(credit	20130805	394.96
216-309-6840	INFRASTRUCTURE	08/21/2013	300-TD-ACADEMY SPORTS	JPMORGAN CHASE BANK(credit	20130805	145.90
216-309-6840	INFRASTRUCTURE	09/13/2013	FLOATING RAW WATER INTAKE CONT JUN 27 TO SEP	EXCEL CONSTRUCTION SERVICE	APP-2-PH-B 2013 INT	471,867.21
216-309-6840	INFRASTRUCTURE	09/27/2013	Freight	CONVERGINT TECHNOLOGIES LL	W128017	43.00
216-309-6840	INFRASTRUCTURE	09/27/2013	outdoor-ready surveillance cabinet	CONVERGINT TECHNOLOGIES LL	W128017	397.53

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	09/27/2013	Pole bracket	CONVERGINT TECHNOLOGIES LL	W128017	190.64
216-309-6840	INFRASTRUCTURE	09/27/2013	Power supply	CONVERGINT TECHNOLOGIES LL	W128017	589.64
216-309-6840	INFRASTRUCTURE	09/27/2013	PTZ dome camera	CONVERGINT TECHNOLOGIES LL	W128017	4,307.50
216-309-6840	INFRASTRUCTURE	09/27/2013	Wall Bracket	CONVERGINT TECHNOLOGIES LL	W128017	146.30
216-309-6810	EQUIPMENT	09/30/2013	Correct Project Accounts on PO13-0371			2,014.76
216-309-6840	INFRASTRUCTURE	09/30/2013	DIGITAL SOUND LEVEL METER	GRAINGER INC	9222915770	68.39
					2012-2013 Total:	**1,734,382.46**
216-309-6840	INFRASTRUCTURE	10/03/2013	Managed 8 Port Ethernet Switch	TEXAS HIGHWAY PRODUCTS LT	330492	729.60
216-309-6840	INFRASTRUCTURE	10/04/2013	LOGIC CONTROLLER DISCRETE INPUT MODULE	MUNICIPAL PUMP & CONTROL I	2664	4,321.51
216-309-6840	INFRASTRUCTURE	10/09/2013	BREAKER BLK CORD DIA	ELLIOTT ELECTRIC SUPPLY	51-24247-01	281.35
216-309-6840	INFRASTRUCTURE	10/11/2013	4W LKG BODY CAP	ELLIOTT ELECTRIC SUPPLY	51-24247-03	127.98
216-309-6840	INFRASTRUCTURE	10/11/2013	BREAKERS	ELLIOTT ELECTRIC SUPPLY	51-24247-02	1.89
216-309-6840	INFRASTRUCTURE	10/17/2013	HR FLAT BAR BOTTOM TAP	FASTENAL COMPANY	TXCED47971	20.42
216-309-6840	INFRASTRUCTURE	10/18/2013	HCS FHN MEDSPLIT L/WZ	FASTENAL COMPANY	TXCED47994	2.75
216-309-6840	INFRASTRUCTURE	10/21/2013	FLOATING RAW WATER INTAKE CONT PROJ 9/13-10/2	EXCEL CONSTRUCTION SERVICE	APPL-03-PH B 2013 I	300,664.35
216-309-6840	INFRASTRUCTURE	10/31/2013	EQUIPMENT LEASE 10/9-11/5/13	BD HOLT CO	G2101701	5,512.41
216-309-6840	INFRASTRUCTURE	11/05/2013	311-PM-RANCH HAND TRUCK ACCES	JPMORGAN CHASE BANK(credit	20131105	106.00
216-309-6840	INFRASTRUCTURE	11/05/2013	311-PM-WW GRAINGER	JPMORGAN CHASE BANK(credit	20131105	26.90
216-309-6840	INFRASTRUCTURE	11/14/2013	RENTAL GENSET 11/6-12/3/13	BD HOLT CO	G2101702	5,269.21
216-309-6840	INFRASTRUCTURE	11/25/2013	BLK M PRTTY CAP	ELLIOTT ELECTRIC SUPPLY	51-24995-01	164.16
216-309-6840	INFRASTRUCTURE	12/09/2013	RENTAL GENSET 12/4-31/13	BD HOLT CO	745779	5,269.21
216-309-6840	INFRASTRUCTURE	12/11/2013	CONSTRUCTION COST	PEDERNALES ELECTRIC COOPER	90006050	20,508.06
216-309-6840	INFRASTRUCTURE	12/11/2013	CONSTRUCTION COST	PEDERNALES ELECTRIC COOPER	90006026	27,500.20
216-309-6840	INFRASTRUCTURE	12/11/2013	CONSTRUCTION COST	PEDERNALES ELECTRIC COOPER	90006046	2,820.20
216-309-6840	INFRASTRUCTURE	12/11/2013	CONSTRUCTION COSTS	PEDERNALES ELECTRIC COOPER	90006043	5,933.70
216-309-6840	INFRASTRUCTURE	12/13/2013	277/480 2500 KVA TRANSFORMER	PEDERNALES ELECTRIC COOPER	90006058	14,744.00
216-309-6840	INFRASTRUCTURE	01/02/2014	KW RENTAL GENSET 1/14	BD HOLT CO	G2101704	5,269.21
216-309-6840	INFRASTRUCTURE	01/29/2014	RENTAL GENSET 1/29-2/15/14	BD HOLT CO	G2101705	5,269.21
216-309-6840	INFRASTRUCTURE	02/25/2014	RENTAL GENSET 2/26-3/25/14	BD HOLT CO	G2101706	5,269.21
216-309-6840	INFRASTRUCTURE	03/26/2014	RENTAL GENSET 3/26-4/22/14	BD HOLT CO	G2101707	5,269.21
216-309-6840	INFRASTRUCTURE	04/24/2014	RENTAL GENSET 4/23-5/20/14	BD HOLT CO	G2101708	5,269.21
216-309-6840	INFRASTRUCTURE	05/22/2014	RENTAL GENSET 5/21-6/17/14	BD HOLT CO	G2101709	5,269.21
216-309-6840	INFRASTRUCTURE	05/24/2014	FLOATING RAW WATER INTAKE CONT PROJ PH B 2013	EXCEL CONSTRUCTION SERVICE	APPL-05-PH B 2013 I	51,294.98
216-309-6840	INFRASTRUCTURE	06/05/2014	311-PM-WW GRAINGER	JPMORGAN CHASE BANK(credit	20140605	265.45
216-309-6840	INFRASTRUCTURE	06/19/2014	RENTAL GENSET	BD HOLT CO	G2101710	5,269.21
216-309-6840	INFRASTRUCTURE	07/21/2014	2000 KW RENTAL GENSET 7/16-8/12/14	BD HOLT CO	G2101711	5,269.21
					2013-2014 Total:	**487,718.01**
479-01-C	CONSTRUCTION-CEDAR PARK	N/A - N/A				7,895,597.79

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	11/10/2009	INTAKE PROJ 7/28-11/9/09	EXCEL CONSTRUCTION SERVICE	9-028.D801	73,980.11

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	03/26/2010	UPGRADE FAC ON REED PARKS RD	PEDERNALES ELECTRIC COOPER	5083	41,789.48
					2009-2010 Total:	**115,769.59**
216-309-6840	INFRASTRUCTURE	10/21/2011	REED PARK RD TRANSFORMERS	PEDERNALES ELECTRIC CO-OP C	50000722	74,977.50
216-309-6840	INFRASTRUCTURE	11/30/2011	FLOATING RAW WATER INTAKE	EXCEL CONSTRUCTION SERVICE	APPL-1-PH-A INTAKE	699,340.80
216-309-6840	INFRASTRUCTURE	12/16/2011	FLOATING RAW WATER PHASE B	EXCEL CONSTRUCTION SERVICE	APPL-1-PH B INTAKE	59,770.39
216-309-6840	INFRASTRUCTURE	12/31/2011	FLOATING RAW WATER INTAKE	EXCEL CONSTRUCTION SERVICE	APPL-2-PH-A INTAKE	576,805.12
216-309-6840	INFRASTRUCTURE	01/31/2012	FLOATING RAW WATER INTAKE	EXCEL CONSTRUCTION SERVICE	APPL-3-PH A INTAKE	290,914.77
216-309-6840	INFRASTRUCTURE	02/08/2012	FLOATING RAW WATER INTAKE CONT	EXCEL CONSTRUCTION SERVICE	APPL-2-PH B INTAKE	217,391.42
216-309-6840	INFRASTRUCTURE	03/01/2012	FLOATING RAW WATER INTAKE	EXCEL CONSTRUCTION SERVICE	APPL-4-PH A INTAKE	392,991.89
216-309-6840	INFRASTRUCTURE	03/28/2012	FLOATING RAW WATER INTAKE CONT	EXCEL CONSTRUCTION SERVICE	APPL-3-PH B INTAKE	322,788.10
216-309-6840	INFRASTRUCTURE	04/30/2012	FLOATING RAW WATER INTAKE 3/12	EXCEL CONSTRUCTION SERVICE	APPL-5-PH A INTAKE	276,192.90
216-309-6840	INFRASTRUCTURE	04/30/2012	FLOATING RAW WATER INTAKE 4/12	EXCEL CONSTRUCTION SERVICE	APPL-4-PH B INTAKE	226,771.68
216-309-6840	INFRASTRUCTURE	06/22/2012	FLOATING RAW WATER INTAKE	EXCEL CONSTRUCTION SERVICE	APPL-5-PH B INTAKE	65,237.47
216-309-6840	INFRASTRUCTURE	06/22/2012	FLOATING RTAW WATER INTAKE	EXCEL CONSTRUCTION SERVICE	APPL-6-PH A INTAKE	174,548.09
					2011-2012 Total:	**3,377,730.13**
216-309-6840	INFRASTRUCTURE	11/30/2012	FINAL FLOATING RAW WATER INTAKE CONT PROJ 10/	EXCEL CONSTRUCTION SERVICE	APPL-7-PH A INTAKE	335,176.58
216-309-6840	INFRASTRUCTURE	01/11/2013	FLOATING RAW WATER INTAKE CONT PROJ 1/13	EXCEL CONSTRUCTION SERVICE	APPL-6-PH B INTAKE	217,859.45
216-309-6840	INFRASTRUCTURE	06/03/2013	DEEP FLAR	ELLIOTT ELECTRIC SUPPLY	51-15411-01	287.34
216-309-6840	INFRASTRUCTURE	06/20/2013	PEC - SERVICE REIMB #200001729900			-191.40
216-309-6840	INFRASTRUCTURE	06/27/2013	FLOATING RW WATER INTAKE CONT PROJ PH B 6/13	EXCEL CONSTRUCTION SERVICE	APPL-1-PH B 2013 IN	1,621,298.59
216-309-6840	INFRASTRUCTURE	07/23/2013	300-LC-SCUBALAND ADVENTURES 1	JPMORGAN CHASE BANK(credit	20130705	48.22
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	24.36
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	764.90
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	35.50
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	208.10
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	862.34
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	416.21
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	24.36
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	4,881.74
216-309-6840	INFRASTRUCTURE	07/23/2013	Radios	TITAN WIRELESS LLC	51150	764.90
216-309-6840	INFRASTRUCTURE	07/30/2013	CAT6 DIRECT BURIAL	ELLIOTT ELECTRIC SUPPLY	51-18902-01	261.00
216-309-6840	INFRASTRUCTURE	08/01/2013	CAT6 DIRECT BURIAL	ELLIOTT ELECTRIC SUPPLY	51-18902-02	261.00
216-309-6840	INFRASTRUCTURE	08/02/2013	Tycon 18V PoE 9-36VDC	TITAN WIRELESS LLC	51341	62.64
216-309-6840	INFRASTRUCTURE	08/08/2013	26W LED FIXTURE RUBY GLOBE	ELLIOTT ELECTRIC SUPPLY	51-19785-01	1,123.34
216-309-6840	INFRASTRUCTURE	08/21/2013	060-AM-DELL GOVERNMENT	JPMORGAN CHASE BANK(credit	20130805	49.15
216-309-6840	INFRASTRUCTURE	08/21/2013	060-AM-DELL GOVERNMENT	JPMORGAN CHASE BANK(credit	20130805	904.26
216-309-6840	INFRASTRUCTURE	08/21/2013	060-AM-DELL GOVERNMENT	JPMORGAN CHASE BANK(credit	20130805	1,933.95
216-309-6840	INFRASTRUCTURE	08/21/2013	300-TD-ACADEMY SPORTS	JPMORGAN CHASE BANK(credit	20130805	334.04
216-309-6840	INFRASTRUCTURE	09/13/2013	FLOATING RAW WATER INTAKE CONT JUN 27 TO SEP	EXCEL CONSTRUCTION SERVICE	APP-2-PH-B 2013 INT	1,080,327.57
216-309-6840	INFRASTRUCTURE	09/27/2013	Freight	CONVERGINT TECHNOLOGIES LL	W128017	98.44

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	09/27/2013	outdoor-ready surveillance cabinet	CONVERGINT TECHNOLOGIES LL	W128017	910.12
216-309-6840	INFRASTRUCTURE	09/27/2013	Pole bracket	CONVERGINT TECHNOLOGIES LL	W128017	436.46
216-309-6840	INFRASTRUCTURE	09/27/2013	Power supply	CONVERGINT TECHNOLOGIES LL	W128017	1,349.96
216-309-6840	INFRASTRUCTURE	09/27/2013	PTZ dome camera	CONVERGINT TECHNOLOGIES LL	W128017	9,861.90
216-309-6840	INFRASTRUCTURE	09/27/2013	Wall Bracket	CONVERGINT TECHNOLOGIES LL	W128017	334.95
216-309-6810	EQUIPMENT	09/30/2013	Correct Project Accounts on PO13-0371			4,612.74
216-309-6840	INFRASTRUCTURE	09/30/2013	DIGITAL SOUND LEVEL METER	GRAINGER INC	9222915770	156.57
					2012-2013 Total:	**3,285,479.28**
216-309-6840	INFRASTRUCTURE	10/03/2013	Managed 8 Port Ethernet Switch	TEXAS HIGHWAY PRODUCTS LT	330492	1,670.40
216-309-6840	INFRASTRUCTURE	10/04/2013	LOGIC CONTROLLER DISCRETE INPUT MODULE	MUNICIPAL PUMP & CONTROL I	2664	9,893.99
216-309-6840	INFRASTRUCTURE	10/09/2013	BREAKER BLK CORD DIA	ELLIOTT ELECTRIC SUPPLY	51-24247-01	644.13
216-309-6840	INFRASTRUCTURE	10/11/2013	4W LKG BODY CAP	ELLIOTT ELECTRIC SUPPLY	51-24247-03	293.00
216-309-6840	INFRASTRUCTURE	10/11/2013	BREAKERS	ELLIOTT ELECTRIC SUPPLY	51-24247-02	4.33
216-309-6840	INFRASTRUCTURE	10/17/2013	HR FLAT BAR BOTTOM TAP	FASTENAL COMPANY	TXCED47971	46.76
216-309-6840	INFRASTRUCTURE	10/18/2013	HCS FHN MEDSPLIT L/WZ	FASTENAL COMPANY	TXCED47994	6.30
216-309-6840	INFRASTRUCTURE	10/21/2013	FLOATING RAW WATER INTAKE CONT PROJ 9/13-10/2	EXCEL CONSTRUCTION SERVICE	APPL-03-PH B 2013 I	688,363.13
216-309-6840	INFRASTRUCTURE	10/31/2013	EQUIPMENT LEASE 10/9-11/5/13	BD HOLT CO	G2101701	12,620.51
216-309-6840	INFRASTRUCTURE	11/05/2013	311-PM-RANCH HAND TRUCK ACCES	JPMORGAN CHASE BANK(credit	20131105	244.00
216-309-6840	INFRASTRUCTURE	11/05/2013	311-PM-WW GRAINGER	JPMORGAN CHASE BANK(credit	20131105	61.58
216-309-6840	INFRASTRUCTURE	11/14/2013	RENTAL GENSET 11/6-12/3/13	BD HOLT CO	G2101702	12,063.71
216-309-6840	INFRASTRUCTURE	11/25/2013	BLK M PRTTY CAP	ELLIOTT ELECTRIC SUPPLY	51-24995-01	375.84
216-309-6840	INFRASTRUCTURE	12/09/2013	RENTAL GENSET 12/4-31/13	BD HOLT CO	745779	12,063.71
216-309-6840	INFRASTRUCTURE	12/11/2013	CONSTRUCTION COST	PEDERNALES ELECTRIC COOPER	90006050	46,952.66
216-309-6840	INFRASTRUCTURE	12/11/2013	CONSTRUCTION COST	PEDERNALES ELECTRIC COOPER	90006026	62,961.00
216-309-6840	INFRASTRUCTURE	12/11/2013	CONSTRUCTION COST	PEDERNALES ELECTRIC COOPER	90006046	6,456.77
216-309-6840	INFRASTRUCTURE	12/11/2013	CONSTRUCTION COSTS	PEDERNALES ELECTRIC COOPER	90006043	13,585.04
216-309-6840	INFRASTRUCTURE	12/13/2013	277/480 2500 KVA TRANSFORMER	PEDERNALES ELECTRIC COOPER	90006058	33,756.00
216-309-6840	INFRASTRUCTURE	01/02/2014	KW RENTAL GENSET 1/14	BD HOLT CO	G2101704	12,063.71
216-309-6840	INFRASTRUCTURE	01/29/2014	RENTAL GENSET 1/29-2/15/14	BD HOLT CO	G2101705	12,063.71
216-309-6840	INFRASTRUCTURE	02/25/2014	RENTAL GENSET 2/26-3/25/14	BD HOLT CO	G2101706	12,063.71
216-309-6840	INFRASTRUCTURE	03/26/2014	RENTAL GENSET 3/26-4/22/14	BD HOLT CO	G2101707	12,063.71
216-309-6840	INFRASTRUCTURE	04/24/2014	RENTAL GENSET 4/23-5/20/14	BD HOLT CO	G2101708	12,063.71
216-309-6840	INFRASTRUCTURE	05/22/2014	RENTAL GENSET 5/21-6/17/14	BD HOLT CO	G2101709	12,063.71
216-309-6840	INFRASTRUCTURE	05/24/2014	FLOATING RAW WATER INTAKE CONT PROJ PH B 2013	EXCEL CONSTRUCTION SERVICE	APPL-05-PH B 2013 I	117,438.50
216-309-6840	INFRASTRUCTURE	06/05/2014	311-PM-WW GRAINGER	JPMORGAN CHASE BANK(credit	20140605	607.75
216-309-6840	INFRASTRUCTURE	06/19/2014	RENTAL GENSET	BD HOLT CO	G2101710	12,063.71
216-309-6840	INFRASTRUCTURE	07/21/2014	2000 KW RENTAL GENSET 7/16-8/12/14	BD HOLT CO	G2101711	12,063.71
					2013-2014 Total:	**1,116,618.79**
479-03-A	ENGINEERING-LEANDER	N/A - N/A				270,431.73

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	09/08/2009	PROF SVC INTAKE BARGE ON LAKE	HDR ENGINEERING INC	134289-H	11,556.59
216-309-6840	INFRASTRUCTURE	09/30/2009	ENG SVC RAW WATER INTAKE BARGE	HDR ENGINEERING INC	142662-H	6,254.38
216-309-6840	INFRASTRUCTURE	09/30/2009	ENV PLN CK133278 07/31/09			383.72
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK129963 02/10/09			1,057.10
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK130271 03/06/09			480.21
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK130777 03/31/09			1,150.33
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK131445 05/05/09			4,110.39
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK132182 06/02/09			4,036.26
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK132690 07/07/09			8,361.17
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK133453 08/06/09			8,915.65
216-309-6840	INFRASTRUCTURE	09/30/2009	LAN CK131067 04/16/09			1,781.95
216-309-6840	INFRASTRUCTURE	11/02/2009	PROF ENG SVC 10/09 RAW WTR	HDR ENGINEERING INC	148807-H	5,739.39
216-309-6840	INFRASTRUCTURE	11/12/2009	EASEMENT REVISIONS	JACOBS ENGINEERING GROUP, I	WJXJ5600-111209	164.16
216-309-6840	INFRASTRUCTURE	12/02/2009	PROF SVC 11/09 RAW WATER	HDR ENGINEERING INC	156504-H	8,551.99
216-309-6840	INFRASTRUCTURE	12/30/2009	PROF SVC RAW WATER INTAKE BARG	HDR ENGINEERING INC	163632-H	1,411.49
216-309-6840	INFRASTRUCTURE	02/01/2010	CORPS ISSUE, INTAKE STRUCTURE,	ENVIRONMENTAL & PLANNING	1103	39.17
216-309-6840	INFRASTRUCTURE	02/01/2010	PHASE 1 F/S 1, FLOATING INTAKE	ENVIRONMENTAL & PLANNING	1100	12.16
216-309-6840	INFRASTRUCTURE	02/08/2010	PROF SVC RELOCATION RAW WATER	HDR ENGINEERING INC	172625-H	298.11
216-309-6840	INFRASTRUCTURE	04/05/2010	PROF ENG SVC 1/31-3/27/10	HDR ENGINEERING INC	188021-H	7,409.20
216-309-6840	INFRASTRUCTURE	05/11/2010	PROF SVC FLOATING RAW WATER	HDR ENGINEERING INC	199795-H	5,236.89
					2009-2010 Total:	**76,950.31**
216-309-6840	INFRASTRUCTURE	09/08/2010	PROF ENGINEERING SVC FLOATING	HDR ENGINEERING INC	227615-H	225.81
216-309-6840	INFRASTRUCTURE	09/25/2010	PROF SVC RAW WATER INTAKE	HDR ENGINEERING INC	235276-H	694.16
216-309-6840	INFRASTRUCTURE	03/31/2011	FLOATING RAW WATER INTAKE PROJ	HDR ENGINEERING INC	256882-H	117.03
216-309-6840	INFRASTRUCTURE	07/06/2011	FLOATING RAW WATER INTAKE CONT	HDR ENGINEERING INC	303981-H	18,307.35
216-309-6840	INFRASTRUCTURE	07/14/2011	3704-8074-5 SHIPPING	FEDEX	7-561-19692	4.79
216-309-6840	INFRASTRUCTURE	07/26/2011	LCRA WATERSHED MANAGEMENT:	MISC. VENDOR	20110726-LCRA	30.40
216-309-6840	INFRASTRUCTURE	08/11/2011	FLOATING RAW WATER INTAKE CONT	HDR ENGINEERING INC	315476-H	9,726.77
					2010-2011 Total:	**29,106.31**
216-309-6840	INFRASTRUCTURE	09/12/2011	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	321245-H	1,959.41
216-309-6840	INFRASTRUCTURE	09/30/2011	FLOATING RAW WATER 9/11	HDR ENGINEERING INC	332043-H	5,410.63
216-309-6840	INFRASTRUCTURE	09/30/2011	FLOATING RAW WATER SVC 9/11	HDR ENGINEERING INC	332058-H	2,832.47
216-309-6840	INFRASTRUCTURE	11/01/2011	FLOATING RAW WATER INTAKE PROJ	HDR ENGINEERING INC	334401-H	20,757.31
216-309-6840	INFRASTRUCTURE	11/01/2011	FLOATING RAW WATER INTAKE PROJ	HDR ENGINEERING INC	334400-H	1,823.74
216-309-6840	INFRASTRUCTURE	12/12/2011	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	344728-H	21,307.93
216-309-6840	INFRASTRUCTURE	12/12/2011	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	344724-H	1,876.51
216-309-6840	INFRASTRUCTURE	01/13/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	352060-H	2,320.51
216-309-6840	INFRASTRUCTURE	01/13/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	352056-H	6,514.44
216-309-6840	INFRASTRUCTURE	02/13/2012	FLOATING RAW WATER 1/12	HDR ENGINEERING INC	360820-H	2,404.50
216-309-6840	INFRASTRUCTURE	02/13/2012	FLOATING RAW WATER 1/12	HDR ENGINEERING INC	360827-H	2,338.14

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	03/13/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	369162-H	1,993.22
216-309-6840	INFRASTRUCTURE	03/13/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	369160-H	3,230.43
216-309-6840	INFRASTRUCTURE	04/18/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	377972-H	2,576.21
216-309-6840	INFRASTRUCTURE	04/18/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	377973-H	3,895.88
216-309-6840	INFRASTRUCTURE	05/15/2012	FINAL DESIGN FLOATING RAW WATE	HDR ENGINEERING INC	380775-H	1,779.73
216-309-6840	INFRASTRUCTURE	05/15/2012	FINAL DESIGN FLOATING RAW WATE	HDR ENGINEERING INC	380776-H	1,609.24
216-309-6840	INFRASTRUCTURE	06/14/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	2251-B	1,778.57
216-309-6840	INFRASTRUCTURE	06/14/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	2253-B	1,237.00
216-309-6840	INFRASTRUCTURE	07/13/2012	ENG SVC FINAL DESIGN FI RW, UNDERWTR PIPELINE	HDR ENGINEERING INC	9352-B	1,012.60
216-309-6840	INFRASTRUCTURE	07/13/2012	ENG SVC FINAL DESIGN RW/FLOATING INTAKE PHB A	HDR ENGINEERING INC	9349-B	913.88
216-309-6840	INFRASTRUCTURE	08/13/2012	PROF SVC FLOATING RAW WATER INTAKE CONT PROJ	HDR ENGINEERING INC	17354-B	814.50
216-309-6840	INFRASTRUCTURE	08/13/2012	PROF SVC FLOATING RAW WATER INTAKE CONT PROJ	HDR ENGINEERING INC	17348-B	667.59
216-309-6840	INFRASTRUCTURE	08/31/2012	PROF SVC FLOATING RAW WATER INTAKE CONG UND	HDR ENGINEERING INC	21145-B	317.51
216-309-6840	INFRASTRUCTURE	08/31/2012	PROF SVC FLOATING RAW WATER INTAKE CONT PH B	HDR ENGINEERING INC	21143-B	255.38
216-309-6840	INFRASTRUCTURE	09/29/2012	FLOATING RAW WATER INTAKE CONT PROJ UNDERW	HDR ENGINEERING INC	29760-B	464.59
216-309-6840	INFRASTRUCTURE	09/29/2012	PROF ENG FINAL DESIGN FLOATING RAW WATER INT	HDR ENGINEERING INC	29768-B	378.72
					2011-2012 Total:	**92,470.64**
202-309-6840	INFRASTRUCTURE	09/24/2012	NEW HOPE WEST DRIVEWAY LAYOUTS/FOUNDATION	DAVIS ENGINEERING INC	2465	50.16
216-309-6840	INFRASTRUCTURE	10/31/2012	CONSULTANT SVC NEW HOPE W ACCESSORY 10/12	J R TOLLES AND ASSOCIATES LLC	012-120-316-4	480.00
216-309-6840	INFRASTRUCTURE	11/12/2012	FLOATING RAW WATER INTAKE CONT PROJ UNDERW	HDR ENGINEERING INC	37125-B	621.38
216-309-6840	INFRASTRUCTURE	11/15/2012	FLOATING RAW WATER INTAKE CONT PROJ PH B PUM	HDR ENGINEERING INC	37129-B	264.61
216-309-6840	INFRASTRUCTURE	12/11/2012	DEVELOPMENT PHASE C	HDR ENGINEERING INC	43341-B	726.19
216-309-6840	INFRASTRUCTURE	12/11/2012	FLOATING RAW WATER INTAKE CONT PROJ	HDR ENGINEERING INC	43333-B	485.09
216-309-6840	INFRASTRUCTURE	12/11/2012	FLOATING RAW WATER INTAKE CONT PROJ PHASE B P	HDR ENGINEERING INC	43340-B	395.18
216-309-6840	INFRASTRUCTURE	01/14/2013	FINAL DESIGN & BID PHASE FLOATING RAW WATER 1	HDR ENGINEERING INC	51511-B	431.57
216-309-6840	INFRASTRUCTURE	01/14/2013	FLOATING RAW WATER INTAKE CONT PROJ 12/12	HDR ENGINEERING INC	51504-B	653.81
216-309-6840	INFRASTRUCTURE	02/05/2013	FLOATING RAW WATER INTAKE CONT PROJ PHASE B	HDR ENGINEERING INC	55737-B	1,946.03
216-309-6840	INFRASTRUCTURE	03/08/2013	FINAL DESIGN & BID PHASE SVC 2/13	HDR ENGINEERING INC	64207-B	1,068.27
216-309-6840	INFRASTRUCTURE	04/15/2013	FINAL DESIGN & BID FLOATING RAW WATER INTAKE 3	HDR ENGINEERING INC	71259-B	2,174.67
216-309-6840	INFRASTRUCTURE	05/17/2013	FLOATING RAW WATER INTAKE CONT 4/13	HDR ENGINEERING INC	78003-B	2,463.25
216-309-6840	INFRASTRUCTURE	06/01/2013	CONSTRUCTION STAKING MANAGING RPLS	THE WALLACE GROUP INC	41893	168.72
216-309-6840	INFRASTRUCTURE	06/13/2013	FLOATING RAW WATER INTAKE CONT PROJ PH B 5/13	HDR ENGINEERING INC	83376-b	2,385.53
216-309-6840	INFRASTRUCTURE	07/15/2013	FLOATING RAW WATER INTAKE CONT PH B 6/13	HDR ENGINEERING INC	90939-b	3,549.12
216-309-6840	INFRASTRUCTURE	08/08/2013	FLOATING RAW WATER INTAKE CONT PROJ PH B 7/13	HDR ENGINEERING INC	96793-b	2,830.49
216-309-6840	INFRASTRUCTURE	09/05/2013	FLOATING RAW WATER INTAKE CONT PROJ B 8/13	HDR ENGINEERING INC	102011-b	5,537.84
216-309-6840	INFRASTRUCTURE	09/30/2013	FLOATING RAW WATER INTAKE CONT PH B 9/13	HDR ENGINEERING INC	111508-b	7,053.17
					2012-2013 Total:	**33,285.08**
216-309-6840	INFRASTRUCTURE	11/11/2013	DEVELOPMENT PH C	HDR ENGINEERING INC	115292-b	665.83
216-309-6840	INFRASTRUCTURE	11/11/2013	FLOATING RAW WATER INTAKE CONT PROJ PH B	HDR ENGINEERING INC	115295-b	1,481.37
216-309-6840	INFRASTRUCTURE	12/13/2013	FLOATING RAW WATER INTAKE CONT PRO PH B 11/1	HDR ENGINEERING INC	122747-b	199.12

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	12/13/2013	FLOATING RAW WATER INTAKE CONT PROJ PH C 11/1	HDR ENGINEERING INC	122755-b	6,448.58
216-309-6840	INFRASTRUCTURE	01/13/2014	FLOATING RAW WATER INTAKE CONT PRO PH B 12/1	HDR ENGINEERING INC	128789-b	299.46
216-309-6840	INFRASTRUCTURE	01/15/2014	FLOATING RAW WATER INTAKE CONT PRO PH C 12/1	HDR ENGINEERING INC	129615-b	11,299.64
216-309-6840	INFRASTRUCTURE	01/15/2014	FLOATING RAW WATER INTAKE CONT PROJ PH C	HDR ENGINEERING INC	130959-b	7,599.60
216-309-6840	INFRASTRUCTURE	03/12/2014	FLOATING RAW WATER INTAKE CONT PROJ PHASE B	HDR ENGINEERING INC	142748-b	1,331.07
216-309-6840	INFRASTRUCTURE	03/12/2014	FLOATING RAW WATER INTAKE CONT PROJ PHASE C	HDR ENGINEERING INC	142744-b	1,644.03
216-309-6840	INFRASTRUCTURE	04/14/2014	FLOATING RAW WATER INTAKE CONT PH B	HDR ENGINEERING INC	147271-b	1,045.74
216-309-6840	INFRASTRUCTURE	04/14/2014	FLOATING RAW WATER INTAKE CONT PH C	HDR ENGINEERING INC	147262-b	1,019.24
216-309-6840	INFRASTRUCTURE	04/30/2014	FLOATING RAW WATER INTAKE CONT PH B	HDR ENGINEERING INC	135264-b	369.87
216-309-6840	INFRASTRUCTURE	05/20/2014	FLOATING RAW WATER INTAKE CONT PROJ PH B	HDR ENGINEERING INC	154691-b	990.49
216-309-6840	INFRASTRUCTURE	05/20/2014	FLOATING RAW WATER INTAKE CONT PROJ PH C	HDR ENGINEERING INC	154676-b	3,322.37
216-309-6840	INFRASTRUCTURE	06/17/2014	FLOATING RAW WATER INTAKE CONT PROJ PH B SVC	HDR ENGINEERING INC	158613-b	601.25
216-309-6840	INFRASTRUCTURE	07/16/2014	FLOATING RAW WATER INTAKE CONT PH B 6/14	HDR ENGINEERING INC	165615-b	301.73
					2013-2014 Total:	**38,619.39**

479-03-C ENGINEERING-CEDAR PARK N/A - N/A 643,876.11

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	09/08/2009	PROF SVC INTAKE BARGE ON LAKE	HDR ENGINEERING INC	134289-H	26,458.51
216-309-6840	INFRASTRUCTURE	09/30/2009	ENG SVC RAW WATER INTAKE BARGE	HDR ENGINEERING INC	142662-H	14,319.25
216-309-6840	INFRASTRUCTURE	09/30/2009	ENV PLN CK133278 07/31/09			878.53
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK129963 02/10/09			2,420.21
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK130271 03/06/09			1,099.43
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK130777 03/31/09			2,633.64
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK131445 05/05/09			9,410.63
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK132182 06/02/09			9,240.92
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK132690 07/07/09			19,142.69
216-309-6840	INFRASTRUCTURE	09/30/2009	HDR ENG CK133453 08/06/09			20,412.16
216-309-6840	INFRASTRUCTURE	09/30/2009	LAN CK131067 04/16/09			4,079.73
216-309-6840	INFRASTRUCTURE	11/02/2009	PROF ENG SVC 10/09 RAW WTR	HDR ENGINEERING INC	148807-H	13,140.19
216-309-6840	INFRASTRUCTURE	11/12/2009	EASEMENT REVISIONS	JACOBS ENGINEERING GROUP, I	WJX5600-111209	375.84
216-309-6840	INFRASTRUCTURE	12/02/2009	PROF SVC 11/09 RAW WATER	HDR ENGINEERING INC	156504-H	19,579.56
216-309-6840	INFRASTRUCTURE	12/30/2009	PROF SVC RAW WATER INTAKE BARG	HDR ENGINEERING INC	163632-H	3,231.56
216-309-6840	INFRASTRUCTURE	02/01/2010	CORPS ISSUE, INTAKE STRUCTURE,	ENVIRONMENTAL & PLANNING	1103	89.68
216-309-6840	INFRASTRUCTURE	02/01/2010	PHASE 1 F/S 1, FLOATING INTAKE	ENVIRONMENTAL & PLANNING	1100	27.84
216-309-6840	INFRASTRUCTURE	02/08/2010	PROF SVC RELOCATION RAW WATER	HDR ENGINEERING INC	172625-H	682.51
216-309-6840	INFRASTRUCTURE	04/05/2010	PROF ENG SVC 1/31-3/27/10	HDR ENGINEERING INC	188021-H	16,963.17
216-309-6840	INFRASTRUCTURE	05/11/2010	PROF SVC FLOATING RAW WATER	HDR ENGINEERING INC	199795-H	11,989.71
					2009-2010 Total:	**176,175.76**
216-309-6840	INFRASTRUCTURE	09/08/2010	PROF ENGINEERING SVC FLOATING	HDR ENGINEERING INC	227615-H	516.98
216-309-6840	INFRASTRUCTURE	09/25/2010	PROF SVC RAW WATER INTAKE	HDR ENGINEERING INC	235276-H	1,589.26
216-309-6840	INFRASTRUCTURE	03/31/2011	FLOATING RAW WATER INTAKE PROJ	HDR ENGINEERING INC	256882-H	267.94

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	07/06/2011	FLOATING RAW WATER INTAKE CONT	HDR ENGINEERING INC	303981-H	41,914.20
216-309-6840	INFRASTRUCTURE	07/14/2011	3704-8074-5 SHIPPING	FEDEX	7-561-19692	10.97
216-309-6840	INFRASTRUCTURE	07/26/2011	LCRA WATERSHED MANAGEMENT:	MISC. VENDOR	20110726-LCRA	69.60
216-309-6840	INFRASTRUCTURE	08/11/2011	FLOATING RAW WATER INTAKE CONT	HDR ENGINEERING INC	313476-H	22,269.18
					2010-2011 Total:	**66,638.13**
216-309-6840	INFRASTRUCTURE	09/12/2011	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	321245-H	4,486.03
216-309-6840	INFRASTRUCTURE	09/30/2011	FLOATING RAW WATER 9/11	HDR ENGINEERING INC	332043-H	12,387.50
216-309-6840	INFRASTRUCTURE	09/30/2011	FLOATING RAW WATER SVC 9/11	HDR ENGINEERING INC	332058-H	6,484.86
216-309-6840	INFRASTRUCTURE	11/01/2011	FLOATING RAW WATER INTAKE PROJ	HDR ENGINEERING INC	334401-H	47,523.31
216-309-6840	INFRASTRUCTURE	11/01/2011	FLOATING RAW WATER INTAKE PROJ	HDR ENGINEERING INC	334400-H	4,175.40
216-309-6840	INFRASTRUCTURE	12/12/2011	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	344728-H	48,783.94
216-309-6840	INFRASTRUCTURE	12/12/2011	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	344724-H	4,296.21
216-309-6840	INFRASTRUCTURE	01/13/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	352056-H	14,914.64
216-309-6840	INFRASTRUCTURE	01/13/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	352060-H	5,312.76
216-309-6840	INFRASTRUCTURE	02/13/2012	FLOATING RAW WATER 1/12	HDR ENGINEERING INC	360827-H	5,353.10
216-309-6840	INFRASTRUCTURE	02/13/2012	FLOATING RAW WATER 1/12	HDR ENGINEERING INC	360820-H	5,505.05
216-309-6840	INFRASTRUCTURE	03/13/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	369162-H	4,563.42
216-309-6840	INFRASTRUCTURE	03/13/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	369160-H	7,395.97
216-309-6840	INFRASTRUCTURE	04/18/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	377972-H	5,898.15
216-309-6840	INFRASTRUCTURE	04/18/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	377973-H	8,919.53
216-309-6840	INFRASTRUCTURE	05/15/2012	FINAL DESIGN FLOATING RAW WATE	HDR ENGINEERING INC	380776-H	3,684.31
216-309-6840	INFRASTRUCTURE	05/15/2012	FINAL DESIGN FLOATING RAW WATE	HDR ENGINEERING INC	380775-H	4,074.64
216-309-6840	INFRASTRUCTURE	06/14/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	2251-B	4,071.99
216-309-6840	INFRASTRUCTURE	06/14/2012	FLOATING RAW WATER INTAKE	HDR ENGINEERING INC	2253-B	2,832.08
216-309-6840	INFRASTRUCTURE	07/13/2012	ENG SVC FINAL DESIGN FI RW, UNDERWTR PIPELINE	HDR ENGINEERING INC	9351-B	2,318.31
216-309-6840	INFRASTRUCTURE	07/13/2012	ENG SVC FINAL DESIGN RW/FLOATING INTAKE PHB A	HDR ENGINEERING INC	9349-B	2,092.32
216-309-6840	INFRASTRUCTURE	08/13/2012	PROF SVC FLOATING RAW WATER INTAKE CONT PROJ	HDR ENGINEERING INC	17354-B	1,864.79
216-309-6840	INFRASTRUCTURE	08/13/2012	PROF SVC FLOATING RAW WATER INTAKE CONT PROJ	HDR ENGINEERING INC	17348-B	1,528.42
216-309-6840	INFRASTRUCTURE	08/31/2012	PROF SVC FLOATING RAW WATER INTAKE CONG UND	HDR ENGINEERING INC	21145-B	726.93
216-309-6840	INFRASTRUCTURE	08/31/2012	PROF SVC FLOATING RAW WATER INTAKE CONT PH B	HDR ENGINEERING INC	21143-B	584.67
216-309-6840	INFRASTRUCTURE	09/29/2012	FLOATING RAW WATER INTAKE CONT PROJ UNDERW	HDR ENGINEERING INC	29760-B	1,063.66
216-309-6840	INFRASTRUCTURE	09/29/2012	PROF ENG FINAL DESIGN FLOATING RAW WATER INT	HDR ENGINEERING INC	29768-B	867.08
					2011-2012 Total:	**211,709.07**
202-309-6840	INFRASTRUCTURE	09/24/2012	NEW HOPE WEST DRIVEWAY LAYOUTS/FOUNDATION	DAVIS ENGINEERING INC	2465	1,449.84
216-309-6840	INFRASTRUCTURE	11/12/2012	FLOATING RAW WATER INTAKE CONT PROJ UNDERW	HDR ENGINEERING INC	37125-B	1,422.64
216-309-6840	INFRASTRUCTURE	11/15/2012	DEVELOP PH C LETTER REPORT	HDR ENGINEERING INC	37137-B	1,917.44
216-309-6840	INFRASTRUCTURE	11/15/2012	DEVELOP PH C LETTER REPORT	HDR ENGINEERING INC	37137-B	4,389.94
216-309-6840	INFRASTRUCTURE	11/15/2012	FLOATING RAW WATER INTAKE CONT PROJ PH B PUM	HDR ENGINEERING INC	37129-B	605.81
216-309-6840	INFRASTRUCTURE	12/11/2012	DEVELOPMENT PHASE C	HDR ENGINEERING INC	43341-B	1,662.58
216-309-6840	INFRASTRUCTURE	12/11/2012	FLOATING RAW WATER INTAKE CONT PROJ	HDR ENGINEERING INC	43333-B	1,110.61

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	12/11/2012	FLOATING RAW WATER INTAKE CONT PROJ PHASE B P	HDR ENGINEERING INC	43340-B	904.74
216-309-6840	INFRASTRUCTURE	01/14/2013	DEVELOPMENT PHASE C LETTER RPT	HDR ENGINEERING INC	51516-B	4,610.28
216-309-6840	INFRASTRUCTURE	01/14/2013	FINAL DESIGN & BID PHASE FLOATING RAW WATER 1	HDR ENGINEERING INC	51511-B	988.08
216-309-6840	INFRASTRUCTURE	01/14/2013	FLOATING RAW WATER INTAKE CONT PROJ 12/12	HDR ENGINEERING INC	51504-B	1,496.87
216-309-6840	INFRASTRUCTURE	02/05/2013	FLOATING RAW WATER INTAKE CONT PROJ PHASE B	HDR ENGINEERING INC	55737-B	4,455.40
216-309-6840	INFRASTRUCTURE	02/05/2013	PHASE C LETTER REPORT	HDR ENGINEERING INC	55734-B	3,321.55
202-309-6840	INFRASTRUCTURE	03/08/2013	DEVELOPMENT PHASE C LETTER RPT 2/13	HDR ENGINEERING INC	64208-B	1,428.22
216-309-6840	INFRASTRUCTURE	03/08/2013	FINAL DESIGN & BID PHASE SVC 2/13	HDR ENGINEERING INC	64207-B	2,445.77
216-309-6840	INFRASTRUCTURE	04/15/2013	DEVEL PHASE C LETTER RPT 3/13	HDR ENGINEERING INC	71261-B	5,792.69
216-309-6840	INFRASTRUCTURE	04/15/2013	FINAL DESIGN & BID FLOATING RAW WATER INTAKE 3	HDR ENGINEERING INC	71259-B	4,998.84
202-309-6840	INFRASTRUCTURE	05/17/2013	DEVELOPMENT PHASE C 4/13	HDR ENGINEERING INC	78005-B	4,519.08
216-309-6840	INFRASTRUCTURE	05/17/2013	FLOATING RAW WATER INTAKE CONT 4/13	HDR ENGINEERING INC	78003-B	5,639.55
216-309-6840	INFRASTRUCTURE	06/01/2013	CONSTRUCTION STAKING MANAGING RPLS	THE WALLACE GROUP INC	41893	386.28
216-309-6840	INFRASTRUCTURE	06/13/2013	DEVELOPMENT OF PHASE C LETTER 5/13	HDR ENGINEERING INC	83377-b	1,082.97
216-309-6840	INFRASTRUCTURE	06/13/2013	FLOATING RAW WATER INTAKE CONT PROJ PH B 5/13	HDR ENGINEERING INC	83376-b	5,461.62
216-309-6840	INFRASTRUCTURE	07/15/2013	FLOATING RAW WATER INTAKE CONT PH B 6/13	HDR ENGINEERING INC	90939-b	8,125.62
216-309-6840	INFRASTRUCTURE	08/08/2013	FLOATING RAW WATER INTAKE CONT PROJ PH B 7/13	HDR ENGINEERING INC	96793-b	6,480.33
216-309-6840	INFRASTRUCTURE	09/05/2013	FLOATING RAW WATER INTAKE CONT PROJ B 8/13	HDR ENGINEERING INC	102011-b	12,678.74
202-309-6840	INFRASTRUCTURE	09/30/2013	INFRASTRUCTURE			-4,519.08
202-309-6840	INFRASTRUCTURE	09/30/2013	INFRASTRUCTURE			1,428.22
202-309-6840	INFRASTRUCTURE	09/30/2013	INFRASTRUCTURE			4,519.08
202-309-6840	INFRASTRUCTURE	09/30/2013	INFRASTRUCTURE			-1,428.22
202-309-6840	INFRASTRUCTURE	09/30/2013	RECLASS FROM CAPITAL TO NONCAPITAL			-4,519.08
202-309-6840	INFRASTRUCTURE	09/30/2013	RECLASS FROM CAPITAL TO NONCAPITAL			-1,428.22
216-309-6840	INFRASTRUCTURE	09/30/2013	FLOATING RAW WATER INTAKE CONT PH B 9/13	HDR ENGINEERING INC	111508-b	16,148.05
216-309-6840	INFRASTRUCTURE	09/30/2013	PHASE C LETTER RPT FEE 9/13	HDR ENGINEERING INC	111511-b	3,358.84
					2012-2013 Total:	**100,935.08**
216-309-6840	INFRASTRUCTURE	11/11/2013	DEVELOPMENT PH C	HDR ENGINEERING INC	115292-b	1,524.39
216-309-6840	INFRASTRUCTURE	11/11/2013	FLOATING RAW WATER INTAKE CONT PROJ PH B	HDR ENGINEERING INC	115295-b	3,391.57
216-309-6840	INFRASTRUCTURE	12/13/2013	FLOATING RAW WATER INTAKE CONT PRO PH B 11/1	HDR ENGINEERING INC	122747-b	455.89
216-309-6840	INFRASTRUCTURE	12/13/2013	FLOATING RAW WATER INTAKE CONT PROJ PH C 11/1	HDR ENGINEERING INC	122755-b	14,763.84
216-309-6840	INFRASTRUCTURE	01/13/2014	FLOATING RAW WATER INTAKE CONT PRO PH B 12/1	HDR ENGINEERING INC	128789-b	685.60
216-309-6840	INFRASTRUCTURE	01/15/2014	FLOATING RAW WATER INTAKE CONT PRO PH C 12/1	HDR ENGINEERING INC	129615-b	25,870.22
216-309-6840	INFRASTRUCTURE	01/15/2014	FLOATING RAW WATER INTAKE CONT PROJ PH C	HDR ENGINEERING INC	130959-b	17,399.10
216-309-6840	INFRASTRUCTURE	03/12/2014	FLOATING RAW WATER INTAKE CONT PROJ PHASE B	HDR ENGINEERING INC	142748-b	3,047.46
216-309-6840	INFRASTRUCTURE	03/12/2014	FLOATING RAW WATER INTAKE CONT PROJ PHASE C	HDR ENGINEERING INC	142744-b	3,763.95
216-309-6840	INFRASTRUCTURE	04/14/2014	FLOATING RAW WATER INTAKE CONT PH B	HDR ENGINEERING INC	147271-b	2,394.21
216-309-6840	INFRASTRUCTURE	04/14/2014	FLOATING RAW WATER INTAKE CONT PH C	HDR ENGINEERING INC	147262-b	2,333.51
216-309-6840	INFRASTRUCTURE	04/30/2014	FLOATING RAW WATER INTAKE CONT PH B	HDR ENGINEERING INC	135264-b	846.82
216-309-6840	INFRASTRUCTURE	05/20/2014	FLOATING RAW WATER INTAKE CONT PROJ PH B	HDR ENGINEERING INC	154691-b	2,267.69
216-309-6840	INFRASTRUCTURE	05/20/2014	FLOATING RAW WATER INTAKE CONT PROJ PH C	HDR ENGINEERING INC	154676-b	7,606.49

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	06/17/2014	FLOATING RAW WATER INTAKE CONT PROJ PH B SVC	HDR ENGINEERING INC	158613-b	1,376.53
216-309-6840	INFRASTRUCTURE	07/16/2014	FLOATING RAW WATER INTAKE CONT PH B 6/14	HDR ENGINEERING INC	165615-b	690.80
					2013-2014 Total:	88,418.07

479-04-A SURVEYING-LEANDER N/A - N/A 3,264.50

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	11/30/2009	PROPOSED 42" RAW WATER LINE	THE WALLACE GROUP INC	38682	1,381.68
					2009-2010 Total:	1,381.68
216-309-6840	INFRASTRUCTURE	06/01/2011	TWIN CRKS RAW WATER INTAKE BAR	JACOBS ENGINEERING GROUP, I	WJXJ5600-01/24/11	167.50
216-309-6840	INFRASTRUCTURE	08/01/2011	FLOATING RAW WATER INTAKE	THE WALLACE GROUP INC	40177	912.00
					2010-2011 Total:	1,079.50
216-309-6840	INFRASTRUCTURE	05/31/2012	FLOATING RAW WATER INTAKE	THE WALLACE GROUP INC	40952	212.80
					2011-2012 Total:	212.80
202-309-6840	INFRASTRUCTURE	09/30/2012	FLOATING RAW WATER INTAKE CONT PROJ	THE WALLACE GROUP INC	41180	403.56
216-309-6840	INFRASTRUCTURE	07/01/2013	MANAGING RPLS, SURVEY TECH & CREW	THE WALLACE GROUP INC	42055	186.96
					2012-2013 Total:	590.52

479-04-C SURVEYING-CEDAR PARK N/A - N/A 7,474.00

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	11/30/2009	PROPOSED 42" RAW WATER LINE	THE WALLACE GROUP INC	38682	3,163.32
					2009-2010 Total:	3,163.32
216-309-6840	INFRASTRUCTURE	06/01/2011	TWIN CRKS RAW WATER INTAKE BAR	JACOBS ENGINEERING GROUP, I	WJXJ5600-01/24/11	383.50
216-309-6840	INFRASTRUCTURE	08/01/2011	FLOATING RAW WATER INTAKE	THE WALLACE GROUP INC	40177	2,088.00
					2010-2011 Total:	2,471.50
216-309-6840	INFRASTRUCTURE	05/31/2012	FLOATING RAW WATER INTAKE	THE WALLACE GROUP INC	40952	487.20
					2011-2012 Total:	487.20
202-309-6840	INFRASTRUCTURE	09/30/2012	FLOATING RAW WATER INTAKE CONT PROJ	THE WALLACE GROUP INC	41180	923.94
216-309-6840	INFRASTRUCTURE	07/01/2013	MANAGING RPLS, SURVEY TECH & CREW	THE WALLACE GROUP INC	42055	428.04
					2012-2013 Total:	1,351.98

479-06-A INSPECTION-LEANDER N/A - N/A 46,431.95

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	09/30/2009	CONSULTANT SVC 7-9/09 FLOATING	J R TOLLES AND ASSOCIATES LLC	08-120-285-1	626.24
216-309-6840	INFRASTRUCTURE	11/02/2009	CONSULTANT SVC 10/09 FLOATING	J R TOLLES AND ASSOCIATES LLC	08-120-285-2	392.16
					2009-2010 Total:	1,018.40
216-309-6840	INFRASTRUCTURE	07/07/2011	FLOATING RAW WATER INTAKE 6/11	J R TOLLES AND ASSOCIATES LLC	011-120-306-1	224.96
216-309-6840	INFRASTRUCTURE	08/01/2011	FLOATING RAW WATER INTAKE 7/11	J R TOLLES AND ASSOCIATES LLC	011-120-306-2	884.64
					2010-2011 Total:	1,109.60
216-309-6840	INFRASTRUCTURE	09/04/2011	FLOATING RAW WATER INTAKE 8/11	J R TOLLES AND ASSOCIATES LLC	011-120-306-3	228.00
216-309-6840	INFRASTRUCTURE	09/30/2011	FLOATING RAW WATER INTAKE CONT	J R TOLLES AND ASSOCIATES LLC	011-120-306-4	620.16

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	10/31/2011	CONSULTANT SVC 10/11 RAW	J R TOLLES AND ASSOCIATES LLC	011-120-306-5	942.40
216-309-6840	INFRASTRUCTURE	10/31/2011	PH B FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-6	684.00
216-309-6840	INFRASTRUCTURE	12/05/2011	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-7	647.52
216-309-6840	INFRASTRUCTURE	12/05/2011	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-8	328.32
216-309-6840	INFRASTRUCTURE	01/03/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-9	671.84
216-309-6840	INFRASTRUCTURE	01/03/2012	FLOATING RAW WATER PHASE A	J R TOLLES AND ASSOCIATES LLC	011-120-306-10	1,036.64
216-309-6840	INFRASTRUCTURE	02/01/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-11	611.04
216-309-6840	INFRASTRUCTURE	02/01/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-12	1,039.68
216-309-6840	INFRASTRUCTURE	03/06/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-14	337.44
216-309-6840	INFRASTRUCTURE	03/06/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-13	1,933.44
216-309-6840	INFRASTRUCTURE	04/02/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-14A	1,997.28
216-309-6840	INFRASTRUCTURE	04/02/2012	FLOATING RAW WATER INTAKE CONT	J R TOLLES AND ASSOCIATES LLC	011-120-306-15	690.08
216-309-6840	INFRASTRUCTURE	05/01/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-16	1,696.32
216-309-6840	INFRASTRUCTURE	05/01/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-17	860.32
216-309-6840	INFRASTRUCTURE	06/04/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-18	2,389.44
216-309-6840	INFRASTRUCTURE	06/04/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-19	632.32
216-309-6840	INFRASTRUCTURE	07/02/2012	CONSULTANT SVC 6/12 FLOATING	J R TOLLES AND ASSOCIATES LLC	011-120-306-20	1,602.08
216-309-6840	INFRASTRUCTURE	07/02/2012	CONSULTANT SVC 6/12 FLOATING	J R TOLLES AND ASSOCIATES LLC	011-120-306-21	1,292.00
216-309-6840	INFRASTRUCTURE	07/31/2012	FLOATING RAW WATER INTAKE CONTINGENCY PROJE	J R TOLLES AND ASSOCIATES LLC	011-120-306-22	1,021.44
216-309-6840	INFRASTRUCTURE	07/31/2012	FLOATING RAW WATER INTAKE CONTINGENCY PROJE	J R TOLLES AND ASSOCIATES LLC	011-120-306-23	489.44
216-309-6840	INFRASTRUCTURE	07/31/2012	NEW HOPE WEST ACCESSORY BUILDING	J R TOLLES AND ASSOCIATES LLC	012-120-316-1	12.60
					2011-2012 Total:	**21,763.80**
216-309-6840	INFRASTRUCTURE	09/03/2012	PROF SVC 8/12 FLOATING RAW WATER INTAKE CONT	J R TOLLES AND ASSOCIATES LLC	011-120-306-24	726.56
216-309-6840	INFRASTRUCTURE	09/03/2012	PROF SVC 8/12 FLOATING RAW WATER INTAKE PH A C	J R TOLLES AND ASSOCIATES LLC	011-120-306-23PH-A	544.16
216-309-6840	INFRASTRUCTURE	09/03/2012	PROF SVC 8/12 NEW HOPE WEST ACCESSORY BLDG	J R TOLLES AND ASSOCIATES LLC	012-120-316-2	23.10
216-309-6840	INFRASTRUCTURE	09/30/2012	FLOATING RAW WATER INTAKE CONT PROJ 9/12	J R TOLLES AND ASSOCIATES LLC	011-120-306-25	136.80
216-309-6840	INFRASTRUCTURE	09/30/2012	NEW HOPE WEST ACCESSORY BLDG	J R TOLLES AND ASSOCIATES LLC	012-120-316-3	6.30
216-309-6840	INFRASTRUCTURE	01/31/2013	FLOATING RAW WATER INTAKE CONT PROJ 1/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-1	164.16
216-309-6840	INFRASTRUCTURE	03/04/2013	FLOATING RAW WATER INTAKE CONSULTANT 2/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-2	54.72
216-309-6840	INFRASTRUCTURE	04/01/2013	FLOATING RAW WATER INTAKE CONT PROJ 3/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-3	136.80
216-309-6840	INFRASTRUCTURE	04/30/2013	FLOATING RAW WATER INTAKE CONT PROJ 4/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-4	753.92
216-309-6840	INFRASTRUCTURE	05/31/2013	FLOATING RAW WATER INTAKE CONT 5/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-5	1,355.84
216-309-6840	INFRASTRUCTURE	06/30/2013	FLOATING RAW WATER INTAKE CONT PROJ 6/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-6	1,842.24
216-309-6840	INFRASTRUCTURE	07/30/2013	CONSULTANT SVC FLOATING RAW WATER INTAKE CO	J R TOLLES AND ASSOCIATES LLC	013-120-323-7	2,659.84
216-309-6840	INFRASTRUCTURE	08/21/2013	300-LC-DIVE WORLD	JPMORGAN CHASE BANK(credit	20130805	7.30
216-309-6840	INFRASTRUCTURE	08/31/2013	FLOATING RAW WATER INTAKE CONT PROJ 8/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-8	3,438.24
216-309-6840	INFRASTRUCTURE	09/30/2013	FLOATING RAW WATER INTAKE CONT PROJ CONS 9/1	J R TOLLES AND ASSOCIATES LLC	013-120-323-9	3,251.89
					2012-2013 Total:	**15,101.87**
216-309-6840	INFRASTRUCTURE	10/31/2013	FLOATING RAW WATER INTAKE CONT PROJ 10/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-10	1,141.22
216-309-6840	INFRASTRUCTURE	11/05/2013	300-LC-DIVE WORLD	JPMORGAN CHASE BANK(credit	20131105	7.30

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	11/30/2013	FLOATING RAW WATER INTAKE CONT PROJ 11/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-11	1,288.96
216-309-6840	INFRASTRUCTURE	12/30/2013	CONSULTANT SVC FLOATING RAW WATER INTAKE 12/	J R TOLLES AND ASSOCIATES LLC	013-120-323-12	784.32
216-309-6840	INFRASTRUCTURE	02/03/2014	CONSULTANT SVC 1/14 FLOATING RAW WATER INTAK	J R TOLLES AND ASSOCIATES LLC	013-120-323-13	604.96
216-309-6840	INFRASTRUCTURE	02/28/2014	FLOATING RAW WATER INTAKE CONT CONSULTANT S	J R TOLLES AND ASSOCIATES LLC	013-120-323-14	729.60
216-309-6840	INFRASTRUCTURE	03/31/2014	CONSULTANT SVC FLOATING RAW WATER INTAKE PH	J R TOLLES AND ASSOCIATES LLC	013-120-323-15	310.08
216-309-6840	INFRASTRUCTURE	04/30/2014	FLOATING RAW WATER INTAKE CONT PROJ 4/14	J R TOLLES AND ASSOCIATES LLC	013-120-323-16	224.96
216-309-6840	INFRASTRUCTURE	05/31/2014	CONSULTANT FLOATING RAW WATER INTAKE 5/14	J R TOLLES AND ASSOCIATES LLC	013-120-323-17	1,425.76
216-309-6840	INFRASTRUCTURE	07/07/2014	FLOATING RAW WATER INTAKE CONT PROJ 6/14	J R TOLLES AND ASSOCIATES LLC	013-120-323-18	921.12
					2013-2014 Total:	**7,438.28**
						107,366.54

479-06-C INSPECTION-CEDAR PARK - 1 N/A - N/A

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	09/30/2009	CONSULTANT SVC 7-9/09 FLOATING	J R TOLLES AND ASSOCIATES LLC	08-120-285-1	1,433.76
216-309-6840	INFRASTRUCTURE	11/02/2009	CONSULTANT SVC 10/09 FLOATING	J R TOLLES AND ASSOCIATES LLC	08-120-285-2	897.84
					2009-2010 Total:	**2,331.60**
216-309-6840	INFRASTRUCTURE	07/07/2011	FLOATING RAW WATER INTAKE 6/11	J R TOLLES AND ASSOCIATES LLC	011-120-306-1	515.04
216-309-6840	INFRASTRUCTURE	08/01/2011	FLOATING RAW WATER INTAKE 7/11	J R TOLLES AND ASSOCIATES LLC	011-120-306-2	2,025.36
					2010-2011 Total:	**2,540.40**
216-309-6840	INFRASTRUCTURE	09/04/2011	FLOATING RAW WATER INTAKE 8/11	J R TOLLES AND ASSOCIATES LLC	011-120-306-3	522.00
216-309-6840	INFRASTRUCTURE	09/30/2011	FLOATING RAW WATER INTAKE CONT	J R TOLLES AND ASSOCIATES LLC	011-120-306-4	1,419.84
216-309-6840	INFRASTRUCTURE	10/31/2011	CONSULTANT SVC 10/11 RAW	J R TOLLES AND ASSOCIATES LLC	011-120-306-5	2,157.60
216-309-6840	INFRASTRUCTURE	10/31/2011	PH B FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-6	1,566.00
216-309-6840	INFRASTRUCTURE	12/05/2011	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-7	1,482.48
216-309-6840	INFRASTRUCTURE	12/05/2011	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-8	751.68
216-309-6840	INFRASTRUCTURE	01/03/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-9	1,538.16
216-309-6840	INFRASTRUCTURE	01/03/2012	FLOATING RAW WATER PHASE A	J R TOLLES AND ASSOCIATES LLC	011-120-306-10	2,373.36
216-309-6840	INFRASTRUCTURE	02/01/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-12	2,380.32
216-309-6840	INFRASTRUCTURE	02/01/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-11	1,398.96
216-309-6840	INFRASTRUCTURE	03/06/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-13	4,426.56
216-309-6840	INFRASTRUCTURE	03/06/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-14	772.56
216-309-6840	INFRASTRUCTURE	04/02/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-14A	4,572.72
216-309-6840	INFRASTRUCTURE	04/02/2012	FLOATING RAW WATER INTAKE CONT	J R TOLLES AND ASSOCIATES LLC	011-120-306-15	1,579.92
216-309-6840	INFRASTRUCTURE	05/01/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-16	3,883.68
216-309-6840	INFRASTRUCTURE	05/01/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-17	1,969.68
216-309-6840	INFRASTRUCTURE	06/04/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-18	5,470.56
216-309-6840	INFRASTRUCTURE	06/04/2012	FLOATING RAW WATER INTAKE	J R TOLLES AND ASSOCIATES LLC	011-120-306-19	1,447.68
216-309-6840	INFRASTRUCTURE	07/02/2012	CONSULTANT SVC 6/12 FLOATING	J R TOLLES AND ASSOCIATES LLC	011-120-306-20	3,667.92
216-309-6840	INFRASTRUCTURE	07/02/2012	CONSULTANT SVC 6/12 FLOATING	J R TOLLES AND ASSOCIATES LLC	011-120-306-21	2,958.00
216-309-6840	INFRASTRUCTURE	07/31/2012	FLOATING RAW WATER INTAKE CONTINGENCY PROJE	J R TOLLES AND ASSOCIATES LLC	011-120-306-22	2,338.56
216-309-6840	INFRASTRUCTURE	07/31/2012	FLOATING RAW WATER INTAKE CONTINGENCY PROJE	J R TOLLES AND ASSOCIATES LLC	011-120-306-23	1,120.56

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	07/31/2012	NEW HOPE WEST ACCESSORY BUILDING	J R TOLLES AND ASSOCIATES LLC	012-120-316-1	347.40
					2011-2012 Total:	**50,146.20**
216-309-6840	INFRASTRUCTURE	09/03/2012	PROF SVC 8/12 FLOATING RAW WATER INTAKE CONT	J R TOLLES AND ASSOCIATES LLC	011-120-306-24	1,663.44
216-309-6840	INFRASTRUCTURE	09/03/2012	PROF SVC 8/12 FLOATING RAW WATER INTAKE PH A C	J R TOLLES AND ASSOCIATES LLC	011-120-306-23PH-A	1,245.84
216-309-6840	INFRASTRUCTURE	09/03/2012	PROF SVC 8/12 NEW HOPE WEST ACCESSORY BLDG	J R TOLLES AND ASSOCIATES LLC	012-120-316-2	636.90
216-309-6840	INFRASTRUCTURE	09/30/2012	FLOATING RAW WATER INTAKE CONT PROJ 9/12	J R TOLLES AND ASSOCIATES LLC	011-120-306-25	313.20
216-309-6840	INFRASTRUCTURE	09/30/2012	NEW HOPE WEST ACCESSORY BLDG	J R TOLLES AND ASSOCIATES LLC	012-120-316-3	173.70
216-309-6840	INFRASTRUCTURE	01/31/2013	FLOATING RAW WATER INTAKE CONT PROJ 1/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-1	375.84
216-309-6840	INFRASTRUCTURE	03/04/2013	FLOATING RAW WATER INTAKE CONSULTANT 2/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-2	125.28
216-309-6840	INFRASTRUCTURE	04/01/2013	FLOATING RAW WATER INTAKE CONT PROJ 3/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-3	313.20
216-309-6840	INFRASTRUCTURE	04/30/2013	FLOATING RAW WATER INTAKE CONT PROJ 4/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-4	1,726.08
216-309-6840	INFRASTRUCTURE	05/31/2013	FLOATING RAW WATER INTAKE CONT 5/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-5	3,104.16
216-309-6840	INFRASTRUCTURE	06/30/2013	FLOATING RAW WATER INTAKE CONT PROJ 6/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-6	4,217.76
216-309-6840	INFRASTRUCTURE	07/30/2013	CONSULTANT SVC FLOATING RAW WATER INTAKE CO	J R TOLLES AND ASSOCIATES LLC	013-120-323-7	6,089.65
216-309-6840	INFRASTRUCTURE	08/21/2013	300-LC-DIVE WORLD	JPMORGAN CHASE BANK(credit	20130805	16.70
216-309-6840	INFRASTRUCTURE	08/31/2013	FLOATING RAW WATER INTAKE CONT PROJ 8/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-8	7,871.76
216-309-6840	INFRASTRUCTURE	09/30/2013	FLOATING RAW WATER INTAKE CONT PROJ CONS 9/1	J R TOLLES AND ASSOCIATES LLC	013-120-323-9	7,445.11
					2012-2013 Total:	**35,318.62**
216-309-6840	INFRASTRUCTURE	10/31/2013	FLOATING RAW WATER INTAKE CONT PROJ 10/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-10	2,612.78
216-309-6840	INFRASTRUCTURE	11/05/2013	300-LC-DIVE WORLD	JPMORGAN CHASE BANK(credit	20131105	16.70
216-309-6840	INFRASTRUCTURE	11/30/2013	FLOATING RAW WATER INTAKE CONT PROJ 11/13	J R TOLLES AND ASSOCIATES LLC	013-120-323-11	2,951.04
216-309-6840	INFRASTRUCTURE	12/30/2013	CONSULTANT SVC FLOATING RAW WATER INTAKE 12/	J R TOLLES AND ASSOCIATES LLC	013-120-323-12	1,795.68
216-309-6840	INFRASTRUCTURE	02/03/2014	CONSULTANT SVC 1/14 FLOATING RAW WATER INTAK	J R TOLLES AND ASSOCIATES LLC	013-120-323-13	1,385.04
216-309-6840	INFRASTRUCTURE	02/28/2014	FLOATING RAW WATER INTAKE CONT CONSULTANT S	J R TOLLES AND ASSOCIATES LLC	013-120-323-14	1,670.40
216-309-6840	INFRASTRUCTURE	03/31/2014	CONSULTANT SVC FLOATING RAW WATER INTAKE PH	J R TOLLES AND ASSOCIATES LLC	013-120-323-15	709.92
216-309-6840	INFRASTRUCTURE	04/30/2014	FLOATING RAW WATER INTAKE CONT PROJ 4/14	J R TOLLES AND ASSOCIATES LLC	013-120-323-16	515.04
216-309-6840	INFRASTRUCTURE	05/31/2014	CONSULTANT FLOATING RAW WATER INTAKE 5/14	J R TOLLES AND ASSOCIATES LLC	013-120-323-17	3,264.24
216-309-6840	INFRASTRUCTURE	07/07/2014	FLOATING RAW WATER INTAKE CONT PROJ 6/14	J R TOLLES AND ASSOCIATES LLC	013-120-323-18	2,108.88
					2013-2014 Total:	**17,029.72**

479-07-A TESTING-LEANDER N/A - N/A 925.68

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	12/27/2011	CONCRETE COMPRESSION TEST	PRE-TEST LABORATORY	20111211	85.12
216-309-6840	INFRASTRUCTURE	02/27/2012	CONCRETE COMPRESSION TESTS	PRE-TEST LABORATORY	201202012	85.12
216-309-6840	INFRASTRUCTURE	04/23/2012	CONCRETE COMPRESSION TESTS	PRE-TEST LABORATORY	201204015	585.20
216-309-6840	INFRASTRUCTURE	05/30/2012	CONCRETE COMPRESSION TESTS	PRE-TEST LABORATORY	201005025	127.68
					2011-2012 Total:	**883.12**
216-309-6840	INFRASTRUCTURE	06/25/2013	CONCRETE COMPRESSION TESTS	PRE-TEST LABORATORY	201306005	42.56
					2012-2013 Total:	**42.56**

479-07-C INSPECTION-CEDAR PARK - 2 N/A - N/A 2,119.32

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	12/27/2011	CONCRETE COMPRESSION TEST	PRE-TEST LABORATORY	20111211	194.88
216-309-6840	INFRASTRUCTURE	02/27/2012	CONCRETE COMPRESSION TESTS	PRE-TEST LABORATORY	201202012	194.88
216-309-6840	INFRASTRUCTURE	04/23/2012	CONCRETE COMPRESSION TESTS	PRE-TEST LABORATORY	201204015	1,339.80
216-309-6840	INFRASTRUCTURE	05/30/2012	CONCRETE COMPRESSION TESTS	PRE-TEST LABORATORY	201005025	292.32
					2011-2012 Total:	**2,021.88**
216-309-6840	INFRASTRUCTURE	06/25/2013	CONCRETE COMPRESSION TESTS	PRE-TEST LABORATORY	201306005	97.44
					2012-2013 Total:	**97.44**
						2,110.00

479-08 EASEMENT ACQUISITION R.O.W. N/A - N/A

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	02/03/2011	GEORGE B. SLADE, ATTY AT LAW:	MISC. VENDOR	20110204-SLADE	174,521.00
216-309-6840	INFRASTRUCTURE	02/03/2011	HARVEY KELLY:	MISC. VENDOR	20110203-HARVEY	5,479.00
216-309-6840	INFRASTRUCTURE	02/08/2011	NEWMAN COURT ORDER			-179,950.00
					2010-2011 Total:	**50.00**
216-309-6840	INFRASTRUCTURE	12/01/2011	NEWMAN PROPERTY 2011 LICENSE	NEWMAN JADON F	20111201	2,060.00
					2011-2012 Total:	**2,060.00**
						131,749.85

479-08-A EASEMENT ACQU-LEANDER N/A - N/A

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	09/23/2009	BARGE RELOCATION	LOCKWOOD ANDREWS & NEW	326001	1,069.64
216-309-6840	INFRASTRUCTURE	09/30/2009	BARGE RELOCATION	LOCKWOOD ANDREWS & NEW	326018	340.24
216-309-6840	INFRASTRUCTURE	09/30/2009	CEDAR PARK V GEORGE	TRAVIS COUNTY CLERK	20090930 GEORGE	6,080.00
216-309-6840	INFRASTRUCTURE	09/30/2009	CEDAR PARK V GEORGE -FEES	TRAVIS COUNTY CLERK	20090930 FEES	456.00
216-309-6840	INFRASTRUCTURE	09/30/2009	MOSS DAVID L.:RAW WATER EASMT	MISC. VENDOR	20090930 MOSS	456.00
216-309-6840	INFRASTRUCTURE	09/30/2009	PHOTOGRAMMETRIC SVC	PRO-TERRA AERIAL MAPPING, I	09-06	1,687.20
216-309-6840	INFRASTRUCTURE	10/23/2009	FLOATING RAW WATER INTAKE CONT	LONE STAR APPRAISALS & REAL	3092-2.CPG	2,857.60
216-309-6840	INFRASTRUCTURE	11/17/2009	BARGE RELOCATION	LOCKWOOD ANDREWS & NEW	326031	65.83
216-309-6840	INFRASTRUCTURE	11/24/2009	CP V NEWMAN SC FEES	TRAVIS COUNTY CLERK	20091124	1,596.00
216-309-6840	INFRASTRUCTURE	11/24/2009	CP V NEWMAN SCA	TRAVIS COUNTY CLERK	20091124A	54,720.00
216-309-6840	INFRASTRUCTURE	12/02/2009	TEMPORARY CONST EASEMENT	LAW OFFICE OF LANG SMITH	20091202	560.88
216-309-6840	INFRASTRUCTURE	01/28/2010	UPDATE ANALYSIS & VALUATION	LONE STAR APPRAISALS & REAL	3090-2.CPG	2,553.60
216-309-6840	INFRASTRUCTURE	03/25/2010	WATER INTAKE 1-3/10	LONE STAR APPRAISALS & REAL	WATER INTK	5,965.41
216-309-6840	INFRASTRUCTURE	04/01/2010	PREPAREMTG W/KENT SICK, EXHIB	LONE STAR APPRAISALS & REAL	BARGE PROJ.	2,533.08
					2009-2010 Total:	**80,941.48**
216-309-6840	INFRASTRUCTURE	05/18/2011	INTAKE RELOCATION SETTLEMENT	BARRON AND ADLER LLP	20110518	3,040.00
					2010-2011 Total:	**3,040.00**
216-309-6840	INFRASTRUCTURE	09/06/2011	FLOATING RAW WATER INTAKE CONT	LONE STAR APPRAISALS & REAL	3569-1.CPG	309.90
216-309-6840	INFRASTRUCTURE	09/08/2011	CEDAR PARK V DAVID SPRINGER	TRAVIS COUNTY CLERK	20110908-SPRINGER	577.60
216-309-6840	INFRASTRUCTURE	10/17/2011	REVIEW HCP RPT @8710 LIME CRK	LONE STAR APPRAISALS & REAL	3100C-A-CPG	59.28
216-309-6840	INFRASTRUCTURE	02/09/2012	JH SANDY CREEK MARINA LTD:	MISC. VENDOR	20120209-JH SANDY	17,241.22

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	02/09/2012	WOMACK MCCLISH WALL FOSTER:	MISC. VENDOR	20120209-WOMACK	4,038.78
					2011-2012 Total:	**22,226.78**
216-309-6840	INFRASTRUCTURE	09/30/2013	ON-CALL ROW SVC BARGE RELOC PROJ 9/13	LOCKWOOD ANDREWS & NEW	14010894-000-1	731.12
					2012-2013 Total:	**731.12**
216-309-6840	INFRASTRUCTURE	11/10/2013	CP ON-CALL ROW SVC 10/13	LOCKWOOD ANDREWS & NEW	140-10894-000-2	281.20
216-309-6840	INFRASTRUCTURE	12/09/2013	CP BARGE RELO ESMT & ROW ACQUISITION 11/13	LOCKWOOD ANDREWS & NEW	140-10894-000-3	2,876.10
216-309-6840	INFRASTRUCTURE	01/13/2014	CP BARGE RELO ESMT & ROW ACQUISITION 12/13	LOCKWOOD ANDREWS & NEW	140-10894-000-4	12,603.77
216-309-6840	INFRASTRUCTURE	02/12/2014	CP BARGE RELO ESMT ROW ACQ 1/14	LOCKWOOD ANDREWS & NEW	140-10894-000-5	3,042.12
216-309-6840	INFRASTRUCTURE	03/12/2014	CP BARGE RELO ESMT ROW ACQ 2/14	LOCKWOOD ANDREWS & NEW	140-10894-000-6	999.12
216-309-6840	INFRASTRUCTURE	04/04/2014	CP BARGE RELO ESMT ROW ACQ 3/14	LOCKWOOD ANDREWS & NEW	140-10894-000-7	3,619.88
216-309-6840	INFRASTRUCTURE	05/02/2014	CP BARGE RELO ESMT ROW ACQ 4/14	LOCKWOOD ANDREWS & NEW	140-10894-000-8	1,101.00
216-309-6840	INFRASTRUCTURE	06/05/2014	CP BARGE RELO ESMT & ROW ACQ PH C 5/14	LOCKWOOD ANDREWS & NEW	140-10894-000-9	221.16
216-309-6840	INFRASTRUCTURE	06/30/2014	CP BARGE RELO ESMT & ROW ACQ 6/14	LOCKWOOD ANDREWS & NEW	140-10894-000-10	66.12
					2013-2014 Total:	**24,810.47**
						336,137.81

479-08-C EASEMENT ACQ-CEDAR PARK N/A - N/A

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	09/23/2009	BARGE RELOCATION	LOCKWOOD ANDREWS & NEW	326001	2,448.91
216-309-6840	INFRASTRUCTURE	09/30/2009	BARGE RELOCATION	LOCKWOOD ANDREWS & NEW	326018	778.96
216-309-6840	INFRASTRUCTURE	09/30/2009	CEDAR PARK V GEORGE	TRAVIS COUNTY CLERK	20090930 GEORGE	13,920.00
216-309-6840	INFRASTRUCTURE	09/30/2009	CEDAR PARK V GEORGE -FEES	TRAVIS COUNTY CLERK	20090930 FEES	1,044.00
216-309-6840	INFRASTRUCTURE	09/30/2009	MOSS DAVID L.:RAW WATER EASMT	MISC. VENDOR	20090930 MOSS	1,044.00
216-309-6840	INFRASTRUCTURE	09/30/2009	PHOTOGRAMMETRIC SVC	PRO-TERRA AERIAL MAPPING, I	09-06	3,862.80
216-309-6840	INFRASTRUCTURE	10/23/2009	FLOATING RAW WATER INTAKE CONT	LONE STAR APPRAISALS & REAL	3092-2.CPG	6,542.40
216-309-6840	INFRASTRUCTURE	11/17/2009	BARGE RELOCATION	LOCKWOOD ANDREWS & NEW	326031	150.71
216-309-6840	INFRASTRUCTURE	11/24/2009	CP V NEWMAN SC FEES	TRAVIS COUNTY CLERK	20091124	3,654.00
216-309-6840	INFRASTRUCTURE	11/24/2009	CP V NEWMAN SCA	TRAVIS COUNTY CLERK	20091124A	125,280.00
216-309-6840	INFRASTRUCTURE	12/02/2009	TEMPORARY CONST EASEMENT	LAW OFFICE OF LANG SMITH	20091202	1,284.12
216-309-6840	INFRASTRUCTURE	01/28/2010	UPDATE ANALYSIS & VALUATION	LONE STAR APPRAISALS & REAL	3090-2.CPG	5,846.40
216-309-6840	INFRASTRUCTURE	03/25/2010	WATER INTAKE 1-3/10	LONE STAR APPRAISALS & REAL	WATER INTK	13,657.66
216-309-6840	INFRASTRUCTURE	04/01/2010	PREPAREMTG W/KENT SICK, EXHIB	LONE STAR APPRAISALS & REAL	BARGE PROJ	5,799.42
					2009-2010 Total:	**185,313.38**
216-309-6840	INFRASTRUCTURE	10/01/2010	LEASE FOR WATER INTAKE-GEORGE	BARRON AND ADLER LLP	20101004-GEORGE	2,000.00
216-309-6840	INFRASTRUCTURE	10/01/2010	WATER INTAKE LEASE-COPLIN	BARRON AND ADLER LLP	20101004-COPLIN	2,000.00
216-309-6840	INFRASTRUCTURE	10/01/2010	WATER INTAKE LEASE-FREUND MISL	BARRON AND ADLER LLP	20101004-FREUND-	2,000.00
216-309-6840	INFRASTRUCTURE	10/01/2010	WATER INTAKE LEASE-LIPPINCOTT	BARRON AND ADLER LLP	20101004-LIPPINCOT	2,000.00
216-309-6840	INFRASTRUCTURE	10/01/2010	WATER INTAKE LEASE-WOOD	BARRON AND ADLER LLP	20101004-WOOD	2,000.00
216-309-6840	INFRASTRUCTURE	12/22/2010	SLADE GEORGE, TRUSTEE FOR:	MISC. VENDOR	20101222-SLADE	22,500.00
216-309-6840	INFRASTRUCTURE	12/22/2010	SLADE GEORGE, TRUSTEE FOR:	MISC. VENDOR	20101222-SLADE G	2,000.00

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	05/18/2011	INTAKE RELOCATION SETTLEMENT	BARRON AND ADLER LLP	20110518	6,960.00
					2010-2011 Total:	**41,460.00**
216-309-6840	INFRASTRUCTURE	09/06/2011	FLOATING RAW WATER INTAKE CONT	LONE STAR APPRAISALS & REAL	3569-1.CPG	709.50
216-309-6840	INFRASTRUCTURE	09/08/2011	CEDAR PARK V DAVID SPRINGER	TRAVIS COUNTY CLERK	20110908-SPRINGER	1,322.40
216-309-6840	INFRASTRUCTURE	10/17/2011	REVIEW HCP RPT @8710 LIME CRK	LONE STAR APPRAISALS & REAL	3100C-A-CPG	135.72
216-309-6840	INFRASTRUCTURE	02/09/2012	JH SANDY CREEK MARINA LTD:	MISC. VENDOR	20120209-JH SANDY	39,473.33
216-309-6840	INFRASTRUCTURE	02/09/2012	WOMACK MCCLISH WALL FOSTER:	MISC. VENDOR	20120209-WOMACK	9,246.67
					2011-2012 Total:	**50,887.62**
216-309-6840	INFRASTRUCTURE	09/30/2013	ON-CALL ROW SVC BARGE RELOC PROJ 9/13	LOCKWOOD ANDREWS & NEW	14010894-000-1	1,673.88
					2012-2013 Total:	**1,673.88**
216-309-6840	INFRASTRUCTURE	11/10/2013	CP ON-CALL ROW SVC 10/13	LOCKWOOD ANDREWS & NEW	140-10894-000-2	643.80
216-309-6840	INFRASTRUCTURE	12/09/2013	CP BARGE RELO ESMT & ROW ACQUISITION 11/13	LOCKWOOD ANDREWS & NEW	140-10894-000-3	6,584.74
216-309-6840	INFRASTRUCTURE	01/13/2014	CP BARGE RELO ESMT & ROW ACQUISITION 12/13	LOCKWOOD ANDREWS & NEW	140-10894-000-4	28,856.00
216-309-6840	INFRASTRUCTURE	02/12/2014	CP BARGE RELO ESMT ROW ACQ 1/14	LOCKWOOD ANDREWS & NEW	140-10894-000-5	6,964.86
216-309-6840	INFRASTRUCTURE	03/12/2014	CP BARGE RELO ESMT ROW ACQ 2/14	LOCKWOOD ANDREWS & NEW	140-10894-000-6	2,287.47
216-309-6840	INFRASTRUCTURE	04/04/2014	CP BARGE RELO ESMT ROW ACQ 3/14	LOCKWOOD ANDREWS & NEW	140-10894-000-7	8,287.62
216-309-6840	INFRASTRUCTURE	05/02/2014	CP BARGE RELO ESMT ROW ACQ 4/14	LOCKWOOD ANDREWS & NEW	140-10894-000-8	2,520.72
216-309-6840	INFRASTRUCTURE	06/05/2014	CP BARGE RELO ESMT & ROW ACQ PH C 5/14	LOCKWOOD ANDREWS & NEW	140-10894-000-9	506.34
216-309-6840	INFRASTRUCTURE	06/30/2014	CP BARGE RELO ESMT & ROW ACQ 6/14	LOCKWOOD ANDREWS & NEW	140-10894-000-10	151.38
					2013-2014 Total:	**56,802.93**

479-09-A OTHER - LEANDER N/A - N/A 55.94

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	07/01/2011	#610014 ADS 6/11	CEDAR PARK CITIZEN	610014-201106	58.37
216-309-6840	INFRASTRUCTURE	07/30/2011	ACCT #610014 7/11 ADS	CEDAR PARK CITIZEN	610014-201107	58.37
					2010-2011 Total:	**116.74**
216-309-6840	INFRASTRUCTURE	09/27/2011	FLOATING RAW WATER INTAKE			-228.00
216-309-6840	INFRASTRUCTURE	12/05/2011	30-TD-PEC	JPMORGAN CHASE BANK(credit	201112141291	83.60
216-309-6840	INFRASTRUCTURE	12/05/2011	30-TD-PEC	JPMORGAN CHASE BANK(credit	201112141291	83.60
					2011-2012 Total:	**-60.80**

479-09-C OTHER - CEDAR PARK N/A - N/A 128.05

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	07/01/2011	#610014 ADS 6/11	CEDAR PARK CITIZEN	610014-201106	133.63
216-309-6840	INFRASTRUCTURE	07/30/2011	ACCT #610014 7/11 ADS	CEDAR PARK CITIZEN	610014-201107	133.63
					2010-2011 Total:	**267.26**
216-309-6840	INFRASTRUCTURE	09/27/2011	FLOATING RAW WATER INTAKE			-522.00
216-309-6840	INFRASTRUCTURE	12/05/2011	30-TD-PEC	JPMORGAN CHASE BANK(credit	201112141291	191.40
216-309-6840	INFRASTRUCTURE	12/05/2011	30-TD-PEC	JPMORGAN CHASE BANK(credit	201112141291	191.39
					2011-2012 Total:	**-139.21**

479-10 LEGAL FEES N/A - N/A 154,211.21

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	09/01/2009	DEEP WATER INTAKE/BARGE PROJEC	LLOYD GOSSELINK ROCHELLE &	42189	12,675.00
216-309-6840	INFRASTRUCTURE	09/15/2009	PROF SVC 8/09 DEEP WATER INTAK	LLOYD GOSSELINK ROCHELLE &	42513	12,675.00
216-309-6840	INFRASTRUCTURE	09/30/2009	INVOICE 43098 9/09 SVCS			2,655.00
216-309-6840	INFRASTRUCTURE	09/30/2009	K. SICK ACCT 100-29005			55,999.05
216-309-6840	INFRASTRUCTURE	11/25/2009	PROF SVC 10/09 DEEP WATER	LLOYD GOSSELINK ROCHELLE &	43590	1,737.00
216-309-6840	INFRASTRUCTURE	12/29/2009	ROBERT NEBLETT: CEDAR PARK VS	MISC. VENDOR	20091229	12,500.00
216-309-6840	INFRASTRUCTURE	02/01/2010	SUMMARY INVOICING F 09	SICK KENT ALAN	20100131	55,999.05
216-309-6840	INFRASTRUCTURE	02/01/2010	SUMMARY INVOICING F 10	SICK KENT ALAN	20100131	23,087.78
216-309-6840	INFRASTRUCTURE	04/01/2010	K SICK ACCT 100-29005			-55,999.05
					2009-2010 Total:	121,328.83
216-309-6840	INFRASTRUCTURE	09/30/2010	SUMMARY INVOICING S 10	SICK KENT ALAN	20100930	4,466.96
216-309-6840	INFRASTRUCTURE	05/20/2011	LEGAL SVC 10/1/10-5/15/11	SICK KENT ALAN	20110520	23,405.42
					2010-2011 Total:	27,872.38
216-309-6840	INFRASTRUCTURE	10/21/2011	DEEP WATER INTAKE/BARGE 9/11	LLOYD GOSSELINK ROCHELLE &	53762	1,304.00
216-309-6840	INFRASTRUCTURE	11/14/2011	DEEP WATER INTAKE/BARGE 10/11	LLOYD GOSSELINK ROCHELLE &	54033	1,304.00
216-309-6840	INFRASTRUCTURE	12/20/2011	DEEP WATER INTAKE/BARGE 11/11	LLOYD GOSSELINK ROCHELLE &	54597	1,219.50
216-309-6840	INFRASTRUCTURE	12/20/2011	OVERPAID ON INVOICE #54597	LLOYD GOSSELINK ROCHELLE &	54597A	-92.00
216-309-6840	INFRASTRUCTURE	12/31/2011	SHORT PAID INV #54033	LLOYD GOSSELINK ROCHELLE &	54033A	1,219.50
216-309-6840	INFRASTRUCTURE	03/01/2012	DEEP WATER INTAKE/BARGE PROJ	LLOYD GOSSELINK ROCHELLE &	55493	55.00
					2011-2012 Total:	5,010.00

479-10-A LEGAL-LEANDER N/A - N/A 48,068.18

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	03/30/2010	SPECIAL COMMISSIONERS HEARING	DEPOSITION SOLUTION LLC	198608	313.27
216-309-6840	INFRASTRUCTURE	04/09/2010	TRAVIS COUNTY PROBATE COURT	KENNEDY REPORTING SERVICE,	1004023	136.04
216-309-6840	INFRASTRUCTURE	05/10/2010	TRANSCRIPT ORDERED BY ATTY	KENNEDY REPORTING SERVICE,	1005029	640.38
216-309-6840	INFRASTRUCTURE	06/02/2010	APPRAISAL SUMMARY REPORT @	KOKEL-OBERRENDER-WOOD	10-028	3,040.00
216-309-6840	INFRASTRUCTURE	08/23/2010	CAUSE NO C-1-CV-09-007014	TRAVIS COUNTY CLERK	20100823-LIPPINCOT	473.10
216-309-6840	INFRASTRUCTURE	08/23/2010	CAUSE NO, C-1-CV-09-007015	TRAVIS COUNTY CLERK	20100823-FREUND	473.10
216-309-6840	INFRASTRUCTURE	08/23/2010	CAUSE NO. C-1-CV-09-007018	TRAVIS COUNTY CLERK	20100823-WOOD	473.10
216-309-6840	INFRASTRUCTURE	08/23/2010	CAUSE NO.C-1-CV-09-007183	TRAVIS COUNTY CLERK	20100823-COPLIN	473.10
					2009-2010 Total:	6,022.09
216-309-6840	INFRASTRUCTURE	09/27/2010	BARGE RELOCATION PROJECT	SICK KENT ALAN	09/27/10	16,327.44
					2010-2011 Total:	16,327.44
216-309-6840	INFRASTRUCTURE	09/14/2011	SC FEE CP V SPRINGER	TRAVIS COUNTY CLERK	20110914-SPRINGER	456.00
216-309-6840	INFRASTRUCTURE	09/20/2011	CONDEMNATION HEARING CP VS	COURT REPORTERS CLEARINGH	80187	119.87
216-309-6840	INFRASTRUCTURE	09/26/2011	LEGAL SVC 5/15-9/26/11	SICK KENT ALAN	20110926	2,961.60
216-309-6840	INFRASTRUCTURE	10/28/2011	SVC 9/27-10/28/11	SICK KENT ALAN	20111028	1,430.30
216-309-6840	INFRASTRUCTURE	12/02/2011	COCP BARGE RELOCATION 11/11	SICK KENT ALAN	100-29005-201111	600.52

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	01/19/2012	DEEP WATER INTAKE/BARGE PROJ	LLOYD GOSSELINK ROCHELLE &	55099	802.56
216-309-6840	INFRASTRUCTURE	01/20/2012	GENERAL CONSULTING 12/3-1/20/1	SICK KENT ALAN	20120120	1,103.73
216-309-6840	INFRASTRUCTURE	02/21/2012	BARGE RELOC PROJ 1/21-2/20/12	SICK KENT ALAN	20120221	1,469.47
216-309-6840	INFRASTRUCTURE	03/30/2012	BARGE RELOCATION 2/21-3/31/12	SICK KENT ALAN	20120331	1,155.99
216-309-6840	INFRASTRUCTURE	05/11/2012	BARGE RELOCATION PROJ	SICK KENT ALAN	20120511	193.74
216-309-6840	INFRASTRUCTURE	06/14/2012	BARGE RELOCATION PRO /12-31/12	SICK KENT ALAN	20120614	87.58
216-309-6840	INFRASTRUCTURE	07/19/2012	BAGDAD, REGIONAL WATER, NEW HOPE & BARGE PR	SICK KENT ALAN	20120719	73.96
					2011-2012 Total:	**10,455.32**
216-309-6840	INFRASTRUCTURE	09/19/2013	Flat bed trailer	MAGNUM CUSTOM TRAILER M	367136	2,014.76
216-309-6840	INFRASTRUCTURE	09/30/2013	Correct Project Accounts on PO13-0371			-2,014.76
					2012-2013 Total:	**0.00**
216-309-6840	INFRASTRUCTURE	05/23/2014	29005 COCP BARGE RELOCATION PROJ SVC 10/12-10/	SICK KENT ALAN	100-29005-201405	1,838.39
216-309-6840	INFRASTRUCTURE	05/23/2014	33008 CEDAR PARK PHASE C SVC 4/13-4/14	SICK KENT ALAN	100-33008-201405	13,424.94
					2013-2014 Total:	**15,263.33**
						110,050.74

479-10-C LEGAL-CEDAR PARK N/A - N/A

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	03/30/2010	SPECIAL COMMISSIONERS HEARING	DEPOSITION SOLUTION LLC	198608	717.23
216-309-6840	INFRASTRUCTURE	04/09/2010	TRAVIS COUNTY PROBATE COURT	KENNEDY REPORTING SERVICE,	1004025	311.46
216-309-6840	INFRASTRUCTURE	05/10/2010	TRANSCRIPT ORDERED BY ATTY	KENNEDY REPORTING SERVICE,	1005029	1,466.12
216-309-6840	INFRASTRUCTURE	06/02/2010	APPRAISAL SUMMARY REPORT @	KOKEL-OBERRENDER-WOOD	10-028	6,960.00
216-309-6840	INFRASTRUCTURE	08/23/2010	CAUSE NO C-1-CV-09-007014	TRAVIS COUNTY CLERK	20100823-LIPPINCOT	1,083.15
216-309-6840	INFRASTRUCTURE	08/23/2010	CAUSE NO, C-1-CV-09-007015	TRAVIS COUNTY CLERK	20100823-FREUND	1,083.15
216-309-6840	INFRASTRUCTURE	08/23/2010	CAUSE NO. C-1-CV-09-007018	TRAVIS COUNTY CLERK	20100823-WOOD	1,083.15
216-309-6840	INFRASTRUCTURE	08/23/2010	CAUSE NO.C-1-CV-09-007183	TRAVIS COUNTY CLERK	20100823-COPLIN	1,083.15
					2009-2010 Total:	**13,787.41**
216-309-6840	INFRASTRUCTURE	09/27/2010	BARGE RELOCATION PROJECT	SICK KENT ALAN	09/27/10	37,381.24
					2010-2011 Total:	**37,381.24**
216-309-6840	INFRASTRUCTURE	09/14/2011	SC FEE CP V SPRINGER	TRAVIS COUNTY CLERK	20110914-SPRINGER	1,044.00
216-309-6840	INFRASTRUCTURE	09/20/2011	CONDEMNATION HEARING CP VS	COURT REPORTERS CLEARINGH	80187	274.43
216-309-6840	INFRASTRUCTURE	09/26/2011	LEGAL SVC 5/15-9/26/11	SICK KENT ALAN	20110926	6,780.50
216-309-6840	INFRASTRUCTURE	10/28/2011	SVC 9/27-10/28/11	SICK KENT ALAN	20111028	3,274.62
216-309-6840	INFRASTRUCTURE	12/02/2011	COCP BARGE RELOCATION 11/11	SICK KENT ALAN	100-29005-201111	1,374.88
216-309-6840	INFRASTRUCTURE	01/19/2012	DEEP WATER INTAKE/BARGE PROJ	LLOYD GOSSELINK ROCHELLE &	55099	1,837.44
216-309-6840	INFRASTRUCTURE	01/20/2012	GENERAL CONSULTING 12/3-1/20/1	SICK KENT ALAN	20120120	2,526.95
216-309-6840	INFRASTRUCTURE	02/21/2012	BARGE RELOC PROJ 1/21-2/20/12	SICK KENT ALAN	20120221	3,364.31
216-309-6840	INFRASTRUCTURE	03/30/2012	BARGE RELOCATION 2/21-3/31/12	SICK KENT ALAN	20120331	2,646.60
216-309-6840	INFRASTRUCTURE	05/11/2012	BARGE RELOCATION PROJ	SICK KENT ALAN	20120511	443.56
216-309-6840	INFRASTRUCTURE	06/14/2012	BARGE RELOCATION PRO /12-31/12	SICK KENT ALAN	20120614	200.47

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	07/19/2012	BAGDAD, REGIONAL WATER, NEW HOPE & BARGE PR	SICK KENT ALAN	20120719	169.34
					2011-2012 Total:	**23,937.10**
216-309-6840	INFRASTRUCTURE	09/19/2013	Flat bed trailer	MAGNUM CUSTOM TRAILER M	367136	4,612.74
216-309-6840	INFRASTRUCTURE	09/30/2013	Correct Project Accounts on PO13-0371			-4,612.74
					2012-2013 Total:	**0.00**
216-309-6840	INFRASTRUCTURE	05/23/2014	29005 COCP BARGE RELOCATION PROJ SVC 10/12-10/	SICK KENT ALAN	100-29005-201405	4,208.93
216-309-6840	INFRASTRUCTURE	05/23/2014	33008 CEDAR PARK PHASE C SVC 4/13-4/14	SICK KENT ALAN	100-33008-201405	30,736.06
					2013-2014 Total:	**34,944.99**
						-2,814,745.87

479-40 COST SHARE-LEANDER N/A - N/A

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
216-309-6840	INFRASTRUCTURE	09/30/2011	INV 2			-398,329.00
216-309-6840	INFRASTRUCTURE	11/10/2011	FRW INTAKE PROJECT			-398,329.00
216-309-6840	INFRASTRUCTURE	07/31/2012	Reclass V8 B26130			398,329.00
					2011-2012 Total:	**-398,329.00**
216-309-6840	INFRASTRUCTURE	03/31/2013	Project 479 Reclass Reimbursement			-299,345.50
216-309-6840	INFRASTRUCTURE	03/31/2013	Project 479 Reclass Reimbursement			-1,143,916.62
216-309-6840	INFRASTRUCTURE	04/22/2013	CITY OF LEANDER			-252,567.64
216-309-6840	INFRASTRUCTURE	09/30/2013	Reclass pmt of Leander Inv 5 Float Raw Water Int			-720,587.11
					2012-2013 Total:	**-2,416,416.87**
					Total Expenses:	**10,347,452.70**
					479 Total:	**5,342,788.50**

Project Summary

Project Number	Project Name	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
479	FLOATING RAW WATER INTAKE	5,004,664.20	10,347,452.70	-5,342,788.50
	Project Totals:	**5,004,664.20**	**10,347,452.70**	**-5,342,788.50**

Group Summary

Group		Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
WATER PROJECTS		5,004,664.20	10,347,452.70	-5,342,788.50
	Group Totals:	**5,004,664.20**	**10,347,452.70**	**-5,342,788.50**

Type Summary

Type		Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
WATER LINE		5,004,664.20	10,347,452.70	-5,342,788.50
	Type Totals:	**5,004,664.20**	**10,347,452.70**	**-5,342,788.50**

AGENDA ITEM # 17

Executive Summary

September 4, 2014

Council Agenda Subject: Consideration of PEC Transmission Facilities Relocation Contract for Hero Way (Old 2243 West) Roadway Improvements Project

Background: This proposed Transmission Facilities Relocation Project is required in order to construct the proposed undivided five lane roadway improvements for Hero Way (currently Old 2243 West) from U.S. Hwy. 183 to Lakeline Boulevard. In depth coordination between PEC, City Staff, and the City's roadway design team (HDR) has determined the minimum number of relocations required to construct the roadway project. With an anticipated bid date in February of 2015, final engineering design and the ordering of long lead time items such as transmission line structures (poles), conductors, and appurtenances must commence. The $989,604.00 cost of this relocation project is an estimated cost based on the Preliminary Engineering Report attached to the Transmission Facilities Relocation Contract. The City of Leander will be responsible for the actual final cost of relocation, which may be higher or lower than the initial contract amount of $989,604.00.

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

Financial Consideration: $989,604.00 from GL# 40-04-8385 (to be reimbursed by anticipated 2015 bond proceeds)

Recommendation: Staff requests authorization for the City Manager to negotiate and execute the PEC Transmission Facilities Relocation Contract for Hero Way (Old 2243 West) Roadway Improvements Project titled "RELOCATE FACILITIES CONTRACT", dated July 29, 2014.

Attachments: "RELOCATE FACILITIES CONTRACT" and Preliminary Engineering Report

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

RELOCATE FACILITIES CONTRACT

July 29, 2014

This Relocate Facilities Contract ("Agreement") is entered into by and between The City of Leander, Texas (the "City") and Pedernales Electric Cooperative, Inc. ("PEC" or the "Cooperative").

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, the Parties agree as follows:

1. The City agrees to pay the estimated cost of **$989,604** for engineering, surveying, environmental, geotechnical studies, material procurement, and construction costs associated with relocating the Leander to Nameless 138 kV transmission line to PEC. These costs are associated with the relocation of the line that is necessitated by the City's widening of Hero Way between US 183 and Bagdad Road. The City acknowledges and agrees that these costs represent the estimated transmission line relocation costs based on the City's preliminary roadway design drawings.

2. The City acknowledges and agrees that changes to the City's roadway design, delay of execution of this Agreement, or payment, in PEC's prescribed timelines will result in delays to the completion of the transmission line relocation, and may result in additional costs.

3. The City understands these transmission facilities will be relocated at the discretion of the Cooperative subject to the following terms and conditions:

   - Service to other members, both present and prospective, will not be adversely affected.

   - The scope and cost estimate of the transmission line relocation is based on the City's preliminary roadway design drawings. Modifications to the roadway design or other utility relocation plans may affect the scope and cost estimate of the transmission line relocation, and may trigger additional invoicing.

   - The scope and cost estimate of the transmission line relocation is based on PEC's engineering consultant's high level design evaluation. Detailed engineering design may affect the scope and cost estimate of the transmission line relocation, and may trigger additional invoicing.

- PEC's transmission line relocation project schedule is contingent on timely receipt of this Agreement and payment, and on the ability of PEC to secure an outage on the transmission line in the anticipated project timeframe.

- PEC will retain its current easement boundaries and rights with respect to the existing transmission line and the right to overhang wire over any City right-of-way.

- Trees that will interfere with the relocated line have been identified within the City right-of-way and within PEC easements. These trees will have to be removed to allow relocation of the line. The City acknowledges PEC's rights to remove trees within the City right-of-way that in PEC's opinion will interfere with the operation of the transmission line in the new location requested by the City

- The cost estimate in the attached Preliminary Engineering Report assumes that four of the six transmission structures (12, 19, 20, and 21) will be designed and constructed to accommodate a future upgrade. As part of this Agreement, PEC will assume the cost differential between constructing the line for the existing wires and constructing the line for the future system needs. The cost differential will be determined by PEC's engineering consultant based on material procurement and construction bid information for the project. PEC and the City acknowledge and accept the use of PEC's engineering consultant's estimate for determination of PEC's financial responsibility for these upgrades.

4. The City acknowledges and agrees that this Agreement does not include any costs associated with the relocation of any distribution lines associated with the Hero Way Widening Project, and this Agreement is strictly limited to the transmission line relocation.

5. PEC's Transmission Line Engineering Consultant will prepare the following cost estimates and provide to the City:

    - PEC initial project estimate (included in attached Preliminary Engineering Report)
    - Cost differential for relocated Structures 12, 19, 20 and 21 between a design for the existing wires and a design to accommodate future upgrades

A breakdown of the costs referenced in this Agreement is shown below:

Engineering and Administrative	$246,065
Material Procurement	$296,930
Construction	$399,485
Project Contingency (5%)	$47,124
Total	**$989,604**

Should amounts be more than the estimated amounts listed above, an additional invoice will be processed, with payment due before PEC will proceed. If the work costs less than the estimate above, a refund will be initiated.

Payment along with the executed Relocate Facilities Contract is due by Friday, August 22, 2014 to meet the City's requested schedule.

All of the facilities to be installed shall be owned and controlled solely by the Cooperative.

City of Leander, Texas

By: _____
Name: _____
Date: _____

Pedernales Electric Cooperative, Inc.

By: _____
Name: _____
Date: _____

ATTACHMENT A

[Preliminary Engineering Report]

T327 LEANDER TO NAMELESS TRANSMISSION LINE RELOCATION

PRELIMINARY ENGINEERING REPORT

REVISION	A	B	1	2	3	4
Revision Description	Initial Issue	50% Revision	50% Revision w/ Comments			
Revision Date	6/23/2014	7/23/2014	7/28/2014			
Project Manager	Stuart Akers	Stuart Akers	Stuart Akers			
Project Administrator	Teresa Washington	Teresa Washington	Teresa Washington			
Lead Engineer	Nathan Laughlin	Nathan Laughlin	Nathan Laughlin			
Quality Manager	Stuart Akers	Stuart Akers	Stuart Akers			

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TABLE OF CONTENTS

PAGE

1.0 EXECUTIVE SUMMARY 3

2.0 PROJECT DESCRIPTION 4

3.0 PRELIMINARY ROUTING 4

4.0 PRELIMINARY ENGINEERING ESTIMATE 8

5.0 PRELIMINARY STRUCTURE SKETCHES 11

6.0 PROJECT CONTRAINTS 14

LIST OF FIGURES AND TABLES

PAGE

FIGURE 3-1: PRELIMINARY PLAN AND PROFILE ____ 6

TABLE 4-1: LEANDER TO NAMELESS RELOCATION ESTIMATE ____ 10

FIGURE 5-1: 138 KV 0-5°ANGLE STEEL POLE, FUTURE DC TANGENT STRUCTURE ____ 12

FIGURE 5-2: 138 KV 0-5° ANGLE STEEL POLE, VERTICAL AND DELTA ALTERNATIVES ____ 13

TABLE 6-1: PROJECT ISSUES MATRIX ____ 14

1.0 EXECUTIVE SUMMARY

The T327 Leander to Nameless 138 kV Transmission Line Relocation project will be located along Hero Way in Leander, Texas. This project encompasses transmission line relocation designs in two areas to accommodate the widening of Hero Way in Leander Texas: the crossing of Hero Way near Broade Street, and the vicinity of the intersection of Hero Way and Bagdad Road. The relocations will be paid for by the City of Leander, with PEC maintaining original easement rights and the right to continue to overhang City right-of-way. The purpose of this report is to generally describe the project, present an initial alignment for the project based on early design information, present a preliminary project estimate for the project that includes engineering labor, material procurement, and construction, offer sketches of the prospective structures for the project, and identify potential risks to the success of the project.

UC Synergetic (UCS) developed preliminary routing for the project based on the preliminary design for Hero Way submitted by HDR, Inc., the City of Leander's consultant. At Broade Street, Structure 12 is proposed to be relocated and replaced in-line approximately 90 feet back station from its current position. In the vicinity of the Hero Way-Bagdad Road intersection, UCS proposes to replace structures 18 and 22 with 0-5° Angle poles, then move Structures 19, 20, and 21 to an alignment approximately 30 feet north of the current alignment, within PEC's easements. *Based on the detailed design, Structure 17, a tangent structure, will need to be replaced due to swing issues caused by the Structure 18 replacement, and Structure 14 will be replaced based on overloading, and the consensus determination in the 50% Design Review meeting that it would be best to replace Structure 14 with an unguyed pole.*

UCS prepared a preliminary estimate for the project that includes anticipated Engineering and Administrative, Material Procurement and Construction activities that will result from the project. For Engineering and Administrative costs, UCS relied on labor estimates developed internally and provided by PEC. For Material Procurement and Construction costs, UCS relied on past recent project experience from both PEC and UCS. *The cost of the project has been updated based on the preliminary design to be $989,604.* The project estimate is included as Table 4-1 later in this report.

UCS has provided preliminary sketches of the structures that it expects to use for the project, which are derived from a recent PEC project on the Buttercup to Whitestone transmission line. In general, UCS proposes to use steel monopoles, which will be most compatible with the urban context of this project.

UCS identified major project constraints as part of its preliminary design, and has formulated strategies to resolve each constraint in the design. Major project constraints

include multiple other utilities in an urban area, distribution lines, and material delivery lead times. UCS's proposed strategies to resolve project constraints can be found in Table 6-1 later in this report.

2.0 PROJECT DESCRIPTION

The T327 Leander to Nameless 138 kV Transmission Line Relocation project will be located along Hero Way in Leander, Texas. This project encompasses transmission line relocation designs in two areas to accommodate the widening of Hero Way in Leander Texas: the crossing of Hero Way near Broade Street, and the vicinity of the intersection of Hero Way and Bagdad Road. The relocations will be paid for by the City of Leander (referred to hereafter as the City).

Near the Hero Way-Broade Street intersection, UCS anticipates that one structure (Structure 12) will be replaced and relocated approximately 90 feet to the east along the existing alignment to accommodate the wider road. In the vicinity of the Hero Way-Bagdad Road intersection, Structures 19, 20 and 21 will be replaced and relocated on an alignment approximately 30 feet north of the existing alignment, Structures 18 and 22 will be replaced and relocated with small angle structures near their current locations, *and Structure 17 will be replaced with a tangent structure near its current location. Structure 14 will need to be replaced due to overloading caused by the removal of the distribution line on the south side of the road.* The relocated line shall be constructed with single 795 MCM 26/7 ACSR "Drake"and 3/8" HS steel ground wire, and UCS anticipates that the section near Bagdad Road will need new wire installed and spliced into the existing wire. Structures that are anticipated to remain at the relocated location in the event of a future line upgrade (including Structures 12, 20, 21 and 22) shall be designed to accommodate double-circuit bundled 795 MCM 26/7 ACSR "Drake" and 48-fiber OPGW. New structures shall be steel monopoles with davit-arm suspension or braced-post insulator construction, and may be installed on reinforced concrete piers or direct embedded. UCS anticipates that 8 structures will be replaced as a result of the relocation, but more replacements may be needed, depending on the results of detailed design.

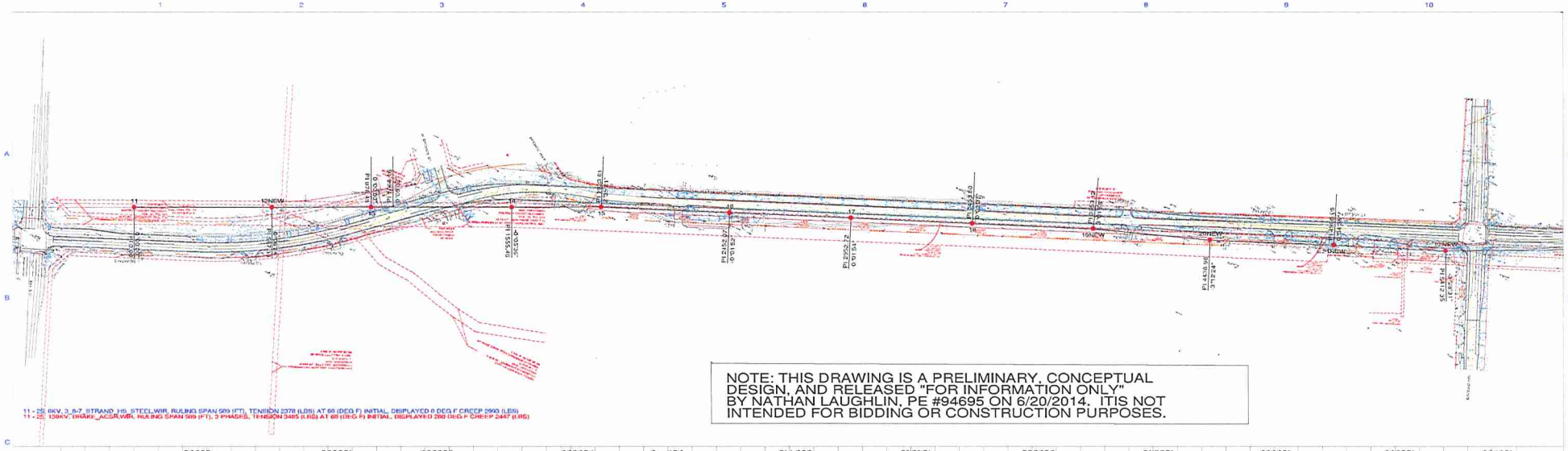
3.0 PRELIMINARY ROUTING

Based on the preliminary design for the Hero Way widening from HDR and information gathered in site visits and project coordination meetings, UC Synergetic developed preliminary routing for the transmission line, which will form the basis for the

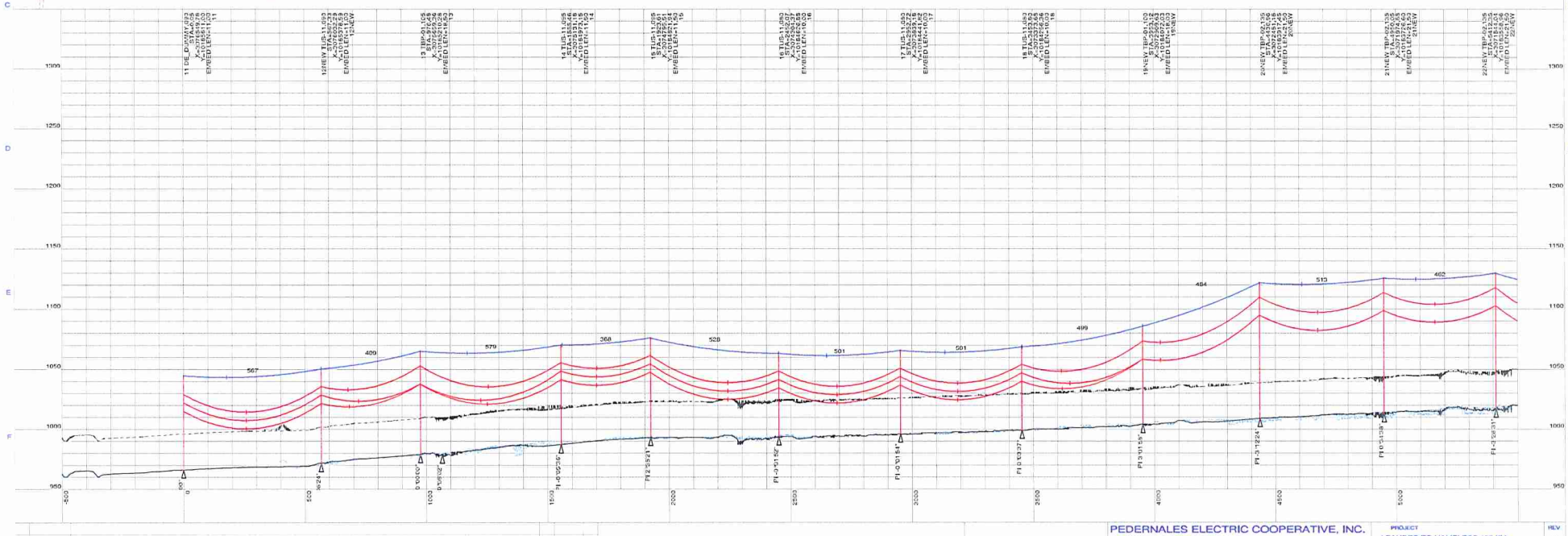
preliminary design estimate. Figure 3-1 is a preliminary plan and profile for the project that shows the approximate location for relocated structures 12, *14, 17,* 18, 19, 20, 21, and 22 in relation to the Hero Way widening. Structure 12 will be relocated approximately 90 feet to the east in-line, along back station, and will increase in above ground height from approximately 70 feet to approximately 90 feet. Structure 18 will be replaced and relocated near its current position as a small (5-degree) angle structure, potentially 10-20 feet ahead and in-line with the current alignment. Structures 19, 20, and 21 will be located approximately 30-feet to the north of the current alignment, which will place them farther into the existing PEC easement, and an ample distance away from the widened Hero Way. Along this parallel alignment, there is a parallel 3-phase distribution line, several oak trees, and a distribution crossing that attaches to the current Structure 21 along Bagdad Road. As a result, new Structures 19, 20, and 21 will be much taller than the current structures. Structure 22 will be similar to Structure 18 – a small angle structure near its current position, potentially 10-20 feet back station and in-line with the current alignment. PEC anticipates that the existing oak trees will need to be significantly trimmed back or removed to accommodate the relocated transmission line. *Structures 14 and 17 will be replaced with steel monopole tangents with approximately the same wire-to-ground height and framing as the existing structures, very close to their current locations.*

The preliminary alignment avoids known design constraints along the line, and functions as a starting point for detailed design. It will be subject to change as the LiDAR survey becomes available and the HDR design for the Hero Way project progresses.

PLS-CADD DRAWING



NOTE: THIS DRAWING IS A PRELIMINARY, CONCEPTUAL DESIGN, AND RELEASED "FOR INFORMATION ONLY" BY NATHAN LAUGHLIN, PE #94695 ON 6/20/2014. ITIS NOT INTENDED FOR BIDDING OR CONSTRUCTION PURPOSES.



NO	DATE	REVISIONS AND RECORD OF ISSUE	UC SYNERGETIC	200.0 FT. HORIZ. SCALE 40.0 FT. VERT. SCALE NORTH	ENGINEER NATHAN LAUGHLIN, PE DRAWN NATHAN LAUGHLIN, PE CHECKED STUART AKERS, PE DATE 6/20/2014	PEDERNALES ELECTRIC COOPERATIVE, INC. JOHNSON CITY, TEXAS PLAN AND PROFILE

PROJECT: LEANDER TO NAMELESS 138 KV HERO WAY RELOCATION PROJECT

REV: A

CODE:

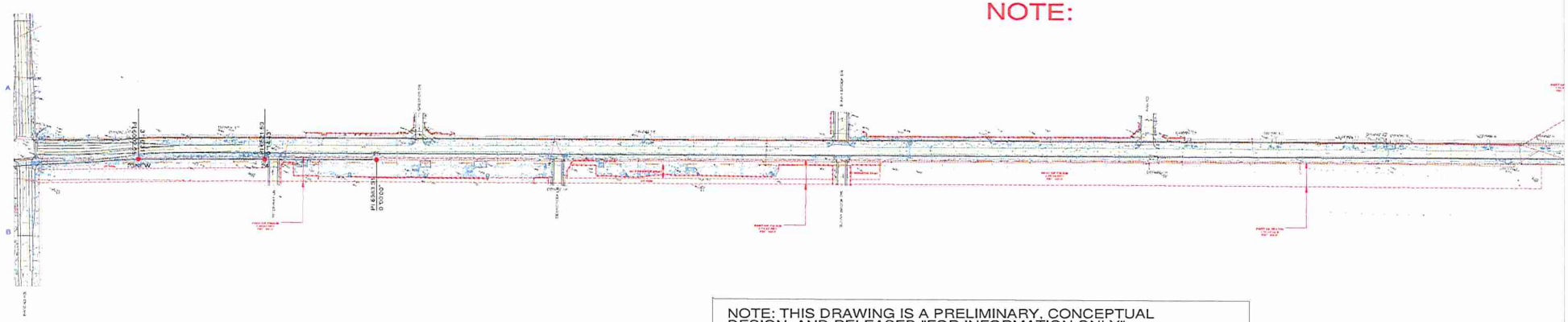
AREA:

DRAWING NUMBER: FIGURE 3-1 PAGE 1/2

PLS-CADD DRAWING

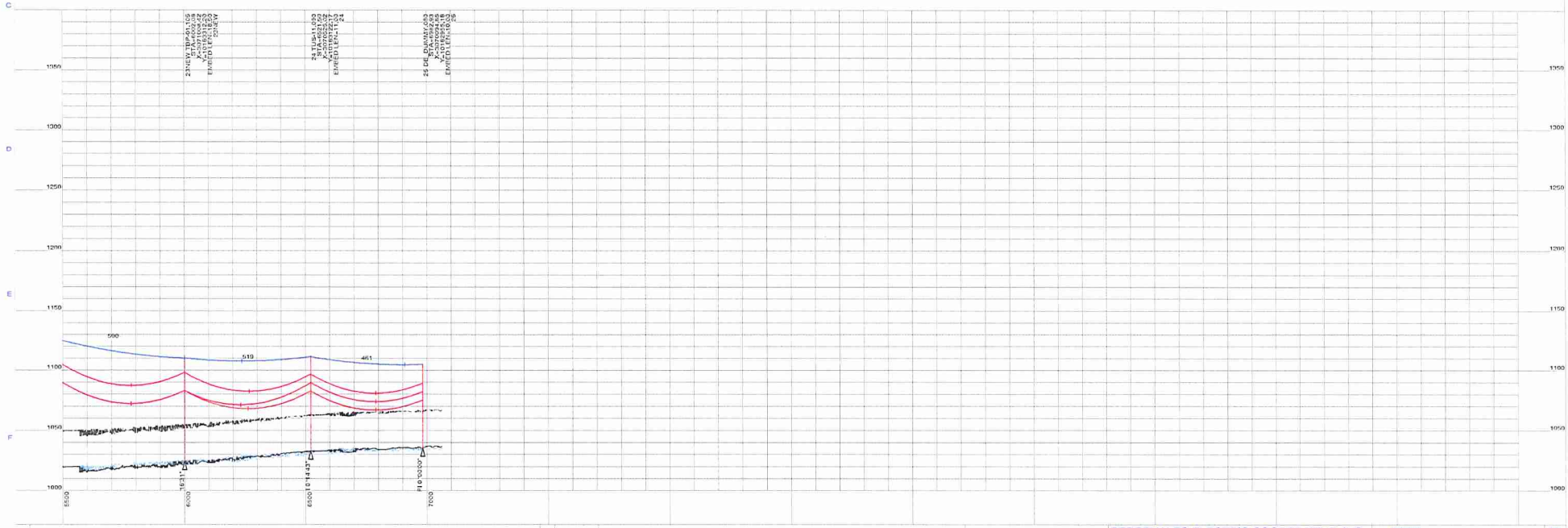
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

NOTE:



11 - 25, 0KV, 3, 8-7, STRAND, HS, STEEL,WIR, RULING SPAN 599 (FT), TENSION 2378 (LBS) AT 60 (DEG F) INITIAL, DISPLACED 0 DEG F CREEP 2993 (LBS)
11 - 25, 138KV, DRAKE, ACSR,WIR, RULING SPAN 599 (FT), 3 PHASES, TENSION 3485 (LBS) AT 60 (DEG F) INITIAL, DISPLACED 200 DEG F CREEP 2487 (LBS)

NOTE: THIS DRAWING IS A PRELIMINARY, CONCEPTUAL DESIGN, AND RELEASED "FOR INFORMATION ONLY" BY NATHAN LAUGHLIN, PE #94695 ON 6/20/2014. ITIS NOT INTENDED FOR BIDDING OR CONSTRUCTION PURPOSES.



NO	DATE	REVISIONS AND RECORD OF ISSUE	UC/SYNERGETIC	200.0 FT. HORIZ. SCALE 40.0 FT. VERT. SCALE	NORTH	ENGINEER: NATHAN LAUGHLIN, PE DRAWN: NATHAN LAUGHLIN, PE CHECKED: STUART AKERS, PE DATE: 6/20/2014

PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS

PLAN AND PROFILE

PROJECT: LEANDER TO NAMELESS 138 KV HERO WAY RELOCATION PROJECT

REV: A

CODE:

AREA:

DRAWING NUMBER: FIGURE 3-1 PAGE 2/2

4.0 PRELIMINARY ENGINEERING ESTIMATE

In putting together a preliminary estimate for the project, UC Synergetic considered three primary project phases: Engineering, Material Procurement, and Construction. The Engineering phase includes labor for Pedernales Electric Cooperative to carry out oversight and support functions on the project, and labor for UC Synergetic to carry out the engineering design and obtain services for surveying and geotechnical investigations of the project area. The Material Procurement phase includes all of the material that will be needed to construct the project as currently envisioned, included electrical hardware, new wire, and transmission line structures. The Construction phase will include construction labor for clearing, right-of-way preparation, structure foundations and assembly, electrical hardware attachment, and wire stringing.

Assumptions for the estimate included the following:

1. All structure heights and weights are approximate.
2. Steel pole procurement costs are assumed to be $1.60 per pound
3. Construction costs are based on recent similar projects with PEC, and background information from UCS
4. *Only the 8 structures directly affected by the Hero Way widening are assumed to require replacement at this time*. If the relocated structures cause loading or clearance issues on adjacent structures, more replacements may be required.
5. The oak trees between structures 20 and 21 will be removed.
6. Structures 12, 19, 20, and 21 will be designed to accommodate double-circuit bundled 795 ACSR "Drake" conductor as tangent structures, but will function as 0-5 degree small angle structures for single-circuit single 795 ACSR "Drake" conductor after the relocation.
7. *Structures 14, 17, 18 and 22 will be designed to accommodate single-circuit single 795 ACSR "Drake" conductor at this time.*
8. 3000 feet of conductor and shield wire will need to be replaced near the Hero Way-Bagdad Road intersection.
9. No structures will be designed to accommodate distribution underbuild.
10. Project Adders will include the following:
    a. 2% Stores adder for Material Procurement
    b. 4% Bonding adder for Construction

c. An urban complexity adder of 10% will be added to all construction operations to account for the need for traffic controls, covers on distribution, and other issues associated with construction operations in an urban area.

d. A Project Contingency of 5% will be applied to the entire project.

Based on these assumptions, *and some revisions to these assumptions that resulted from the detailed design process, UCS estimated a total cost of $989,604 for the transmission line relocations.* By major project category, Engineering and Administrative Costs were estimated at approximately $246,000, *Material Procurement costs were estimated at approximately $297,000, Construction costs were estimated at approximately $399,000, and the Project Contingency was estimated at $47,000.* The revised detailed estimate is provided as Table 4-1: Leander to Nameless Relocation Project Estimate. Please note that several factors could result in the actual project cost varying from this estimate, including, but not limited to, market variations in material and construction labor costs, detailed design resulting in additional structure replacements, and project constraints that have not yet been encountered at the time of this estimate.

Because PEC desires that Structures 12, 19, 20, and 21 be designed for a future condition, rather than what is currently required for the facility, they will be larger, more costly structures than they would be otherwise. PEC has indicated that they will bear the cost difference associated with the resulting larger structures at these locations, which will result in a reduction in the City's relocation cost from the estimate above. UCS proposes that this cost difference be calculated for these four structures as part of detailed design, based on information obtained from pole vendors and construction bids. In order to accommodate PEC's ultimate desired condition, the structures are approximately 15 feet taller than they would otherwise be, and will be larger poles to accommodate the loads associated with more wires.

Figure 4-1: Leander to Nameless Relocation Project Estimate - Revised 7/28/2014 (changes in Italics)

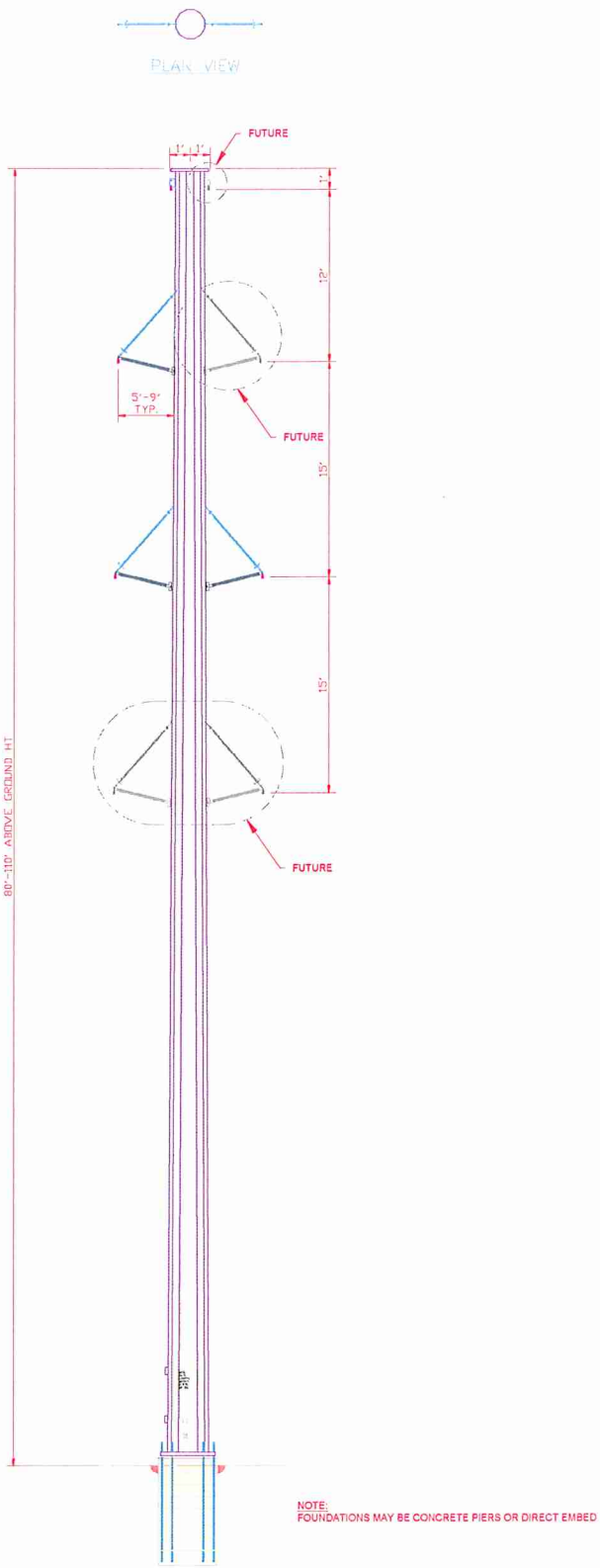
Item	Quantity	Unit	Unit Cost	Extended Cost	Adders	Adder %	Adder Cost	Project Total with Adders	Assumptions
Project Total				***$ 967,118***			***$ 22,486***	***$ 989,604***	
Project Contingency (5% of project total)				*$ 46,053*			*$ 1,071*	*$ 47,124*	
Project Subtotal				***$ 921,065***			***$ 21,415***	***$ 942,480***	
Engineering/Admin									
PEC Engineering	1	ea	$ 35,000	$ 35,000				$ 35,000	Estimated
PEC Construction Management	1	ea	$ 50,000	$ 50,000				$ 50,000	Estimated
UCS Engineering and Project Management	1	ea	$ 79,689	$ 79,689				$ 79,689	Based on UCS contract for Engineering Services
UCS/SAM Surveying	1	ea	$ 73,905	$ 73,905				$ 73,905	Based on UCS contract for Engineering Services
UCS/Fugro Geotech	1	ea	$ 7,471	$ 7,471				$ 7,471	Based on UCS contract for Engineering Services
Engineering/Admin Subtotal				*$ 246,065*			*$ -*	*$ 246,065*	
Material Procurement			$ 41,683						
0-5 Degree Angle Str 18, 22	2	ea	$ 28,800	$ 57,600	Stores	2%	$ 1,152	$ 58,752	Assume 80' Structure Height, 10,000 lb wt, $1.60/lb
0-5 Degree Angle/Future Tan Str 19, 20, 21	3	ea	$ 38,400	$ 115,200	Stores	2%	$ 2,304	$ 117,504	Assume A.G. Str Height of 120', Weight of 24,000 lb, $1.60/lb
Tangent Str 12	1	ea	$ 25,600	$ 25,600	Stores	2%	$ 512	$ 26,112	Assume A.G. Str Height of 100', Weight of 18,000 lb, $1.60/lb
Tangent Str 17	*1*	*ea*	*$ 8,000*	*$ 8,000*	*Stores*	*2%*	*$ 160*	*$ 8,160*	*Assume 80' Ht, pole wt of 4,000 lbs, at $2 per pound*
Tangent Str 14	*1*	*ea*	*$ 15,000*	*$ 15,000*	*Stores*	*2%*	*$ 300*	*$ 15,300*	*Assume 95' Ht, pole wt of 7,500 lbs, at $2 per pound, 0-5 deg angle load.*
Braced Post Suspension Assembly (8 Structures)	*24*	*ea*	*$ 1,000*	*$ 24,000*	*Stores*	*2%*	*$ 480*	*$ 24,480*	*Based on PEC Devil's Hill Project*
Shield Wire Suspension Assembly (8 Structures)	*8*	*ea*	*$ 100*	*$ 800*	*Stores*	*2%*	*$ 16*	*$ 816*	*Based on PEC Devil's Hill Project*
Grounding Assembly (8 Structures)	*8*	*ea*	*$ 1,000*	*$ 8,000*	*Bonding*	*4%*	*$ 320*	*$ 8,320*	*Based on PEC Leander to Whitestone*
Signage (8 Structures)	*8*	*ea*	*$ 75*	*$ 600*	*Bonding*	*4%*	*$ 24*	*$ 624*	*Based on PEC Devil's Hill Project*
Conductor (Assume 3000' of new line)	11400	ft	$ 2.70	$ 30,780	Stores	2%	$ 616	$ 31,396	400' of additional wire either end of pull
Shield wire (Assume 3000' of new line)	3800	ft	$ 0.60	$ 2,280	Stores	2%	$ 46	$ 2,326	400' of additional wire either end of pull
Conductor Splices	6	ea	$ 150	$ 900	Bonding	4%	$ 36	$ 936	Estimated
Shield Splices	2	ea	$ 100	$ 200	Bonding	4%	$ 8	$ 208	Estimated
Conductor Dampers (3 per structure)	*24*	*ea*	*$ 55*	*$ 1,320*	*Bonding*	*4%*	*$ 53*	*$ 1,373*	*Based on PEC Leander to Whitestone*
Shield Dampers	*8*	*ea*	*$ 75*	*$ 600*	*Bonding*	*4%*	*$ 24*	*$ 624*	*Based on PEC Leander to Whitestone*
Material Procurement Subtotal				*$ 290,880*			*$ 6,050*	*$ 296,930*	
Construction									
Mobilization/Demobilization	1	ea	$ 50,000	$ 50,000	Bonding	4%	$ 2,000	$ 52,000	Larger Mobilization than Devil's Hill, which was $35K
0-5 Degree Tan/ Angle Str 14, 17, 18, 22, Foundation(5 cy per str)	*20*	*cu. yd*	*$ 1,000*	*$ 20,000*	*Bonding*	*4%*	*$ 800*	*$ 20,800*	*Based on comparison to PEC Leander to Whitestone. Corrected for 3 Structures.*
0-5 Degree Angle/Future Tan Str 19, 20, 21, Foundation (7 cy per str)	*21*	*cu. yd*	*$ 1,000*	*$ 21,000*	*Bonding*	*4%*	*$ 840*	*$ 21,840*	*Based on comparison to PEC Leander to Whitestone. Corrected for 3 Structures.*
Tangent Str 12, Foundation (7 cy per str)	*7*	*cu. yd*	*$ 1,000*	*$ 7,000*	*Bonding*	*4%*	*$ 280*	*$ 7,280*	*Based on comparison to PEC Leander to Whitestone*
0-5 Degree Tan/Angle Str 14, 17, 18, 22 Structure Erection	*4*	*ea*	*$ 15,000*	*$ 60,000*	*Bonding*	*4%*	*$ 2,400*	*$ 62,400*	*Based on UCS background data*
0-5 Degree Angle/Future Tan Str 19, 20, 21 Structure Erection	3	ea	$ 15,000	$ 45,000	Bonding	4%	$ 1,800	$ 46,800	Based on UCS background data
Tangent Str 12, Structure Erection	1	ea	$ 15,000	$ 15,000	Bonding	4%	$ 600	$ 15,600	Based on UCS background data
Trimout, Braced Post Assembly	*24*	*ea*	*$ 450*	*$ 10,800*	*Bonding*	*4%*	*$ 432*	*$ 11,232*	*Based on PEC Devil's Hill Project*
Trimout, Shield Suspension Assembly	*8*	*ea*	*$ 325*	*$ 2,600*	*Bonding*	*4%*	*$ 104*	*$ 2,704*	*Based on PEC Devil's Hill Project*
Conductor Install (Assume 3000' new line)	9000	ft	$ 6.00	$ 54,000	Bonding	4%	$ 2,160	$ 56,160	Based on PEC Devil's Hill Project
Shield Wire Install (Assume 3000' new line)	3000	ft	$ 3.00	$ 9,000	Bonding	4%	$ 360	$ 9,360	Based on PEC Devil's Hill Project
Wire rigging and splicing operations associated with splicing	3	crew-days	$ 6,000	$ 18,000	Bonding	4%	$ 720	$ 18,720	Crew Day rates approximate
Grounding Install	*8*	*ea*	*$ 300*	*$ 2,400*	*Bonding*	*4%*	*$ 96*	*$ 2,496*	*Based on PEC Devil's Hill Project*
Install Signage	*8*	*ea*	*$ 100*	*$ 800*	*Bonding*	*4%*	*$ 32*	*$ 832*	*Based on PEC Devil's Hill Project*
Structure Removal - Wood Pole Structure	*8*	*ea*	*$ 2,300*	*$ 18,400*	*Bonding*	*4%*	*$ 736*	*$ 19,136*	*Based on UCS Background*
Wire Removal - Conductor	3000	ft	$ 2.70	$ 8,100	Bonding	4%	$ 324	$ 8,424	Based on PEC Devil's Hill Project
Wire Removal - Shield Wire	3000	ft	$ 0.70	$ 2,100	Bonding	4%	$ 84	$ 2,184	Based on PEC Devil's Hill Project
ROW Clearing of trees near Str 22	1	ea	$ 5,000	$ 5,000	Bonding	4%	$ 200	$ 5,200	Assume heavy hand clearing, 1 acre, Mobilization
Urban Complexity Adder of 10% for project area	*1*	*ea*	*$ 34,920*	*$ 34,920*	*Bonding*	*4%*	*$ 1,397*	*$ 36,317*	*Factor to account for guard structures, traffic control, etc.*
Construction Subtotal				*$ 384,120*			*$ 15,365*	*$ 399,485*	

5.0 PRELIMINARY STRUCTURE SKETCHES

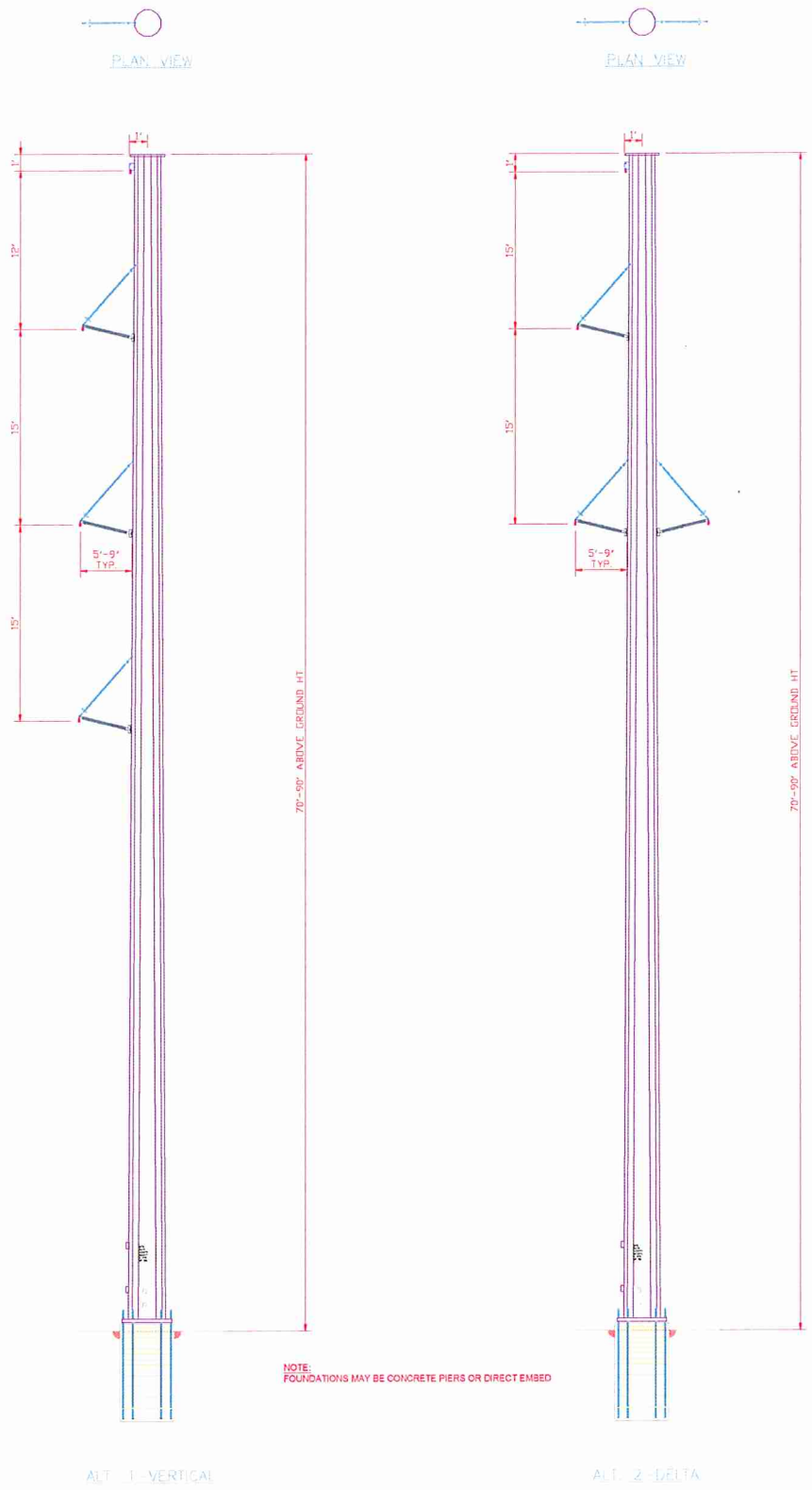
UCS developed structure alternatives for two primary structure types for the project:

1. 0-5° Angle *Delta or Vertical* Single Circuit Steel Monopole structures designed for an Ultimate design of Tangent Double-Circuit Bundled 795 ACSR
2. *0-2° Tangent or* 0-5° Angle *Delta or Vertical* Single Circuit Steel Monopole structures designed for Single Circuit 795 ACSR

Alternative 1 is shown on Figure 5-1, and is proposed for Structures 12, 19, 20, and 21, which all may remain at their current position in the event that the line is upgraded in the future. Alternative 2 is shown on Figure 5-2, *and is proposed for Structures 14, 17, 18 and 22*, which are not expected to be at their current position if the line is upgraded in the future, and therefore need only be designed for Single-Circuit 795 ACSR. *Both vertical and delta configurations may be used for Alternative 1 or 2,* depending on what works best for the project. At this time, all structures are proposed as Steel Monopoles with braced-post insulators, as this configuration reduces the width of right-of-way required to contain the wires under blowout wind conditions, and multi-section poles provide flexibility for construction operations in urban areas.



UC SYNERGETIC UC SYNERGETIC, A PIKE COMPANY	138kV 0-5° ANGLE STEEL POLE FUTURE DC TANGENT STRUCTURE (TO BE USED FOR STR. 12,20,21,22)	DRAWING STANDARD NO. FIGURE 5-1		
CHECKED BY. SENIOR PROJECT ENGINEER N.LAUGHLIN	DRAWN BY. A.MONETTE	REV.NO. A	REV. DATE 06/18/14	ISSUE DATE 06/18/14



UC SYNERGETIC UC SYNERGETIC, A PIKE COMPANY		138kV 0-5° ANGLE STEEL POLE VERTICAL AND DELTA ALTERNATIVES (TO BE USED FOR STR.19,23)	DRAWING STANDARD NO. FIGURE 5-2		
CHECKED BY, SENIOR PROJECT ENGINEER N.LAUGHLIN	DRAWN BY A.MONETTE		REV NO. A	REV. DATE 06/18/14	ISSUE DATE 06/18/14

6.0 PROJECT CONTRAINTS

The table below summarizes project constraints that UCS anticipates on the project, along with potential remedies to reduce risk.

TABLE 6-1: PROJECT ISSUES MATRIX

Issue Number	Description of Issue	How UCS Plans to Manage Issue
1	Project area is an extremely constrained urbanizing area that will only become more constrained with widening of Hero Way and associated work. There will be a high potential for conflict with other utilities, above and below ground, and other design constraints	Coordinate effectively with City of Leander, HDR Engineering, and PEC to minimize and resolve conflicts with existing and proposed utility infrastructure, so that relocated line design is compatible with existing infrastructure. Conduct SUE survey to identify and map underground utilities in vicinity of the project so that they can be avoided.
2	Relocation areas identified by HDR are located adjacent to wide drainage ditches. Therefore, structure relocations may be greater in distance than expected to avoid drainage infrastructure	Determine proposed drainage design, and locate structures outside of drainage ditches after receipt of LiDAR data.
3	Structure, wire and insulator procurement schedules are often variable and lengthy, with insulators in particular taking as long as 14 weeks to procure, and poses a risk to the timely completion of the project	Issue procurement drawings and specifications for poles, wire, and insulators at 75% milestone, in August, to provide more lead time for material to arrive in time for Construction.
4	The City of Leander has indicated that they can grant PEC an easement for the relocated transmission line within its road easement, but it is unclear whether this easement will be sufficient for the transmission line.	Clearly define design criteria for blowout and vegetation management, and determine resulting easement requirements based on wire position in PLS-CADD design. If additional easement is required outside of City ROW, coordinate with PEC on defining acquisition area as early as possible.
5	Existing Structure 21 has a perpendicular 3-phase distribution attachment, and is going to be relocated from a point very close to the current corner of Bagdad Rd and Hero Way	UCS has met with PEC Liberty Hill District, and plans to locate transmission structures at a safe distance from distribution lines. At structure 21, UCS will locate structure separate from distribution line.
6	Parallel distribution lines are present alongside Structures 11-13, and near structures 19 and 20, two areas where structure raisings or relocations are expected	UCS will design line at a safe distance above and away from the existing distribution lines in the area. No distribution lines are expected to be relocated due to the current transmission design, as all relocations are for the Hero Way widening.

Executive Summary

September 4, 2014

Council Agenda Subject: Resolution Authorizing Participation in a Coalition of Similarly Situated Cities in Proceedings Before the Railroad Commission of Texas and the Texas Legislature Related to the City's Authority To Effectively Review And Regulate Utility Rates.

Background: Current Texas statutes guarantee Texas cities local control over gas utility rates by recognizing their exclusive original jurisdiction over such rates within each city. Texas law also guarantees that utilities must reimburse cities for the reasonable expenses that cities incur while participating in gas ratemaking proceedings both at the City level and before the Railroad Commission of Texas (the "RRC"). On July 25, 2014, the RRC published in the Texas Register three new proposed rules that would greatly diminish, if not entirely eliminate, the City's ability to ensure that utility rate increases are reasonable by: 1) Requiring that cities fund all rate case expenses out of their own budgets that were incurred while investigating and challenging gas rate increases that utilities propose to the RRC before receiving any reimbursement of expenses the RRC finds reasonable; and 2) Restricting cities' ability to meaningfully participate in ratemaking proceedings before the RRC by severely and arbitrarily limiting the number of requests for information a city may request from the utility when it proposes an increase in rates.

For the last decade or so, the City has participated in a coalition of cities known as the Atmos Texas Municipalities ("ATM") whose purpose is to investigate gas utilities' proposed rate increases and challenge them where appropriate. ATM has been active in most, if not all, major ratemaking proceedings that affect ratepayers in the City.

Origination: Robert G. Powers, Finance Director

Financial Consideration: $1,250. The City's cost would be apportioned among the member cities in ATM based on each city's number of meters in the City relative to the overall number of meters in all the ATM cities. These fees would cover the cost of preparing comments to submit to the Railroad Commission in opposition to the Railroad Commission's proposed rule and retain legislative-advocacy to assist in meetings with members of the legislature to support those efforts.

Recommendation: Staff requests approval of Resolution

Attachments: Resolution; correspondence

Prepared by: Robert G. Powers, Finance Director

Fees Related to Rulemaking at Railroad Commission of Texas: $25,000

	Atmos Texas Municipalities															
Fee/Meter	**City**	**No. of Mtrs**	**Allocation**		**City**	**No. of Mtrs**	**Allocation**		**City**	**No. of Mtrs**	**Allocation**		**City**	**No. of Mtrs**	**Allocation**	
$0.08	Austin	**7512**	$575.00		Fredericksbu	**3617**	$275.00		Kerens	**486**	$50.00		Riesel	**149**	$25.00	
$0.08	Balch Spring	**3134**	$225.00		Gatesville	**2337**	$175.00		Lampasas	**1775**	$125.00		Rockdale	**1261**	$100.00	
$0.08	Bandera	**316**	$25.00		Georgetown	**14780**	$1,125.00		Lancaster	**5018**	$375.00		Rogers	**245**	$25.00	
$0.08	Bartlett	**483**	$50.00		Glen Rose	**495**	$50.00		Leander	**6040**	$475.00		Round Rock	**8952**	$675.00	
$0.08	Belton	**2159**	$175.00		Goldthwaite	**665**	$50.00		Lometa	**166**	$25.00		San Angelo	**21848**	$1,675.00	
$0.08	Blooming Gr	**259**	$25.00		Granbury	**1600**	$125.00		Longview	**8569**	$650.00		Sanger	**1306**	$100.00	
$0.08	Bryan	**17986**	$1,375.00		Greenville	**6834**	$525.00		Marble Falls	**1024**	$75.00		Somerville	**338**	$25.00	
$0.08	Burnet	**1339**	$100.00		Groesbeck	**884**	$75.00		Mart	**624**	$50.00		Star Harbor	**182**	$25.00	
$0.08	Cameron	**1545**	$125.00		Hamilton	**1127**	$75.00		Mexia	**1506**	$125.00		Trinidad	**223**	$25.00	
$0.08	Cedar Park	**12570**	$975.00		Heath	**1747**	$150.00		Olney	**1424**	$100.00		Whitney	**468**	$50.00	
$0.08	Clifton	**971**	$75.00		Henrietta	**956**	$75.00		Point	**128**	$25.00					
$0.08	Commerce	**1705**	$125.00		Hickory Cree	**854**	$75.00		Pflugerville	**12922**	$975.00					
$0.08	Copperas Co	**4119**	$325.00		Hico	**416**	$50.00		Princeton	**570**	$50.00					
$0.08	Corsicana	**6160**	$475.00		Hillsboro	**1836**	$150.00		Ranger	**650**	$50.00					
$0.08	Denton	**20439**	$1,550.00		Hutto	**1191**	$100.00		Rice	**94**	$25.00					
$0.08	Electra	**878**	$75.00		Jacksboro	**0**	$0.00									
		81575	$6,275.00			39339	$3,075.00			40996	$3,175.00			34972	$2,725.00	**$15,250.00**
													TOTAL	196882	$0.08	**$15,000.00**

Fees Related to2015 Legislative Session: $25,000

	Atmos Texas Municipalities															
	City	**No. of Mtrs**	**Allocation**		**City**	**No. of Mtrs**	**Allocation**		**City**	**No. of Mtrs**	**Allocation**		**City**	**No. of Mtrs**	**Allocation**	
$0.13	Austin	**7512**	$950.00		Fredericksbu	**3617**	$450.00		Kerens	**486**	$50.00		Riesel	**149**	$25.00	
$0.13	Balch Spring	**3134**	$400.00		Gatesville	**2337**	$300.00		Lampasas	**1775**	$225.00		Rockdale	**1261**	$150.00	
$0.13	Bandera	**316**	$50.00		Georgetown	**14780**	$1,875.00		Lancaster	**5018**	$650.00		Rogers	**245**	$25.00	
$0.13	Bartlett	**483**	$50.00		Glen Rose	**495**	$50.00		Leander	**6040**	$775.00		Round Rock	**8952**	$1,125.00	
$0.13	Belton	**2159**	$275.00		Goldthwaite	**665**	$75.00		Lometa	**166**	$25.00		San Angelo	**21848**	$2,775.00	
$0.13	Blooming Gr	**259**	$50.00		Granbury	**1600**	$200.00		Longview	**8569**	$1,100.00		Sanger	**1306**	$175.00	
$0.13	Bryan	**17986**	$2,275.00		Greenville	**6834**	$875.00		Marble Falls	**1024**	$125.00		Somerville	**338**	$50.00	
$0.13	Burnet	**1339**	$175.00		Groesbeck	**884**	$125.00		Mart	**624**	$75.00		Star Harbor	**182**	$25.00	
$0.13	Cameron	**1545**	$200.00		Hamilton	**1127**	$150.00		Mexia	**1506**	$200.00		Trinidad	**223**	$25.00	
$0.13	Cedar Park	**12570**	$1,600.00		Heath	**1747**	$225.00		Olney	**1424**	$175.00		Whitney	**468**	$50.00	
$0.13	Clifton	**971**	$125.00		Henrietta	**956**	$125.00		Point	**128**	$25.00					
$0.13	Commerce	**1705**	$225.00		Hickory Cree	**854**	$100.00		Pflugerville	**12922**	$1,650.00					
$0.13	Copperas Co	**4119**	$525.00		Hico	**416**	$50.00		Princeton	**570**	$75.00					
$0.13	Corsicana	**6160**	$775.00		Hillsboro	**1836**	$225.00		Ranger	**650**	$75.00					
$0.13	Denton	**20439**	$2,600.00		Hutto	**1191**	$150.00		Rice	**94**	$25.00					
$0.13	Electra	**878**	$100.00		Jacksboro	**0**	$0.00									
		81575	$10,375.00			39339	$4,975.00			40996	$5,250.00			34972	$4,425.00	**$25,025.00**
													TOTAL	196882	$0.13	**$25,000.00**

13**Bullet Points in Response to Proposed RRC Rules**

THE RAILROAD COMMISSION IS PUSHING CITIES ASIDE AND MAKING IT EASIER FOR GAS UTILITIES TO INCREASE RATES:

- The Railroad Commission of Texas (RRC) recently proposed rules that would practically eliminate cities' ability to review and challenge gas rate hikes.
- The RRC's staff claims that "[t]hese rules are intended to reduce rate-case expenses and promote the efficient resolution of cases."
- In reality, the RCC's proposed rules gut cities' ability to effectively challenge rates and allow utilities to get higher rates with little opposition.
- Specifically, the rules propose:
    - **Removing the utility's statutory obligation to reimburse cities their reasonable rate case expenses and requiring that cities pay up front before being able to seek reimbursement;**
    - **Charging most rate case expenses only to ratepayers in cities that challenged the utility's proposed rate increase at the RRC;**
        - This encourages "free-riders" by requiring that some cities pay for rate cases and then giving all other ratepayers the benefit of the rate reductions obtained by the active cities without having to bear any of the cost of the rate case.
        - This discourages cities from challenging rate increases for fear of being "stuck with the bill."
    - **Forcing all cities to act as a single party unless they can convince the RRC staff to allow separate groups.**
        - City groups forced together would not be able to each choose their own legal representative.
        - City groups forced together could result in more unwieldy groups with fewer common interests.
    - **Limiting discovery in the interest of "efficiency and justice."**
        - Currently:
            - There are no default discovery limits and the RRC staff in the case already has the discretion to place limitations on discovery as may be necessary given the number and complexity of issue involved in the case.
        - Under the proposed rule:
            - The utility would not be required to respond to more than 600 requests for information, including sub-parts to the requests from all parties other than the RRC staff

- The default discovery limit would be the same for every case, regardless of how much information is involved or how much money is at stake, or how many issues are involved or how complex the issues may be.
- All requests for information a city may have asked while the case was being reviewed at the city level would count toward the arbitrary cap of 600 requests for information.
    - If a city asks 600 or more questions at the city level, the city would be barred from further inquiry once the RRC has authority, that is, on appeal to the RRC.
    - This is a clear infringement on cities' original jurisdiction by punishing them on appeal if they rigorously questioned a utility's proposed rate increase at the city level.

THE CURRENT SYSTEM WORKS:

- G**as utilities are monopolies**. Customers cannot pick and choose which utility delivers the gas to them and the Cities as the "regulatory authority" with original jurisdiction and the RRC on appeal, are supposed to set the utility's rates to make sure the utility has a reasonable opportunity to earn a reasonable return on its investment.
- **State law guarantees cities the right to participate in Railroad Commission rate cases**, and **requires that the utility reimburse the cities' related expenses**.
    - The utility ultimately passes on all rate-case expenses found reasonable to ratepayers, including the cost of city participation. However, ratepayers benefit from cities' efforts to challenge unreasonable rate increases.
- **Texas cities have already voluntarily formed their own coalitions** to ensure that they speak with a united voice where their interests are aligned, and to avoid redundant costs when they examine and challenge utilities' proposals to increase rates. And even when more than one city or city group is involved in a rate case, the city/city groups coordinate their presentations to as to avoid duplication of effort.
- **The RRC already has a rule that prohibits discovery abuses**. Despite this long-standing rule, there have been few complaints and very few (if any) sanctions.

CITIES' ROBUST PARTICIPATION HAS DRAMATICALLY REDUCED RATES:

- In one case, cities helped reveal that utilities were charging ratepayers for more than $1 million dollars in luxury items including meals that cost as

much as $400 per person; a case of merlot; and hotel stays for as much as $950 a night.

  - Utilities can buy their employees expensive treats. That's great. But ratepayers do not benefit from those costs in any way, so the RRC should not force them to pay for it.

- In another case, cities convinced the RRC to reject $42 million in unreasonable or imprudently incurred costs that a utility wanted to charge to ratepayers.
- If the proposed rules were adopted, cities would be less likely to identify and successfully oppose similar unreasonable rate increases.

CITIES' ROBUST PARTICIPATION HAS COST RELATIVELY LITTLE:

- Challenging utility rate increases can be time-consuming and expensive.
  - But it would be a lot **more** expensive in the higher rates customers would pay if cities didn't scrutinize utility proposals and challenge any unreasonable costs.
  - The RRC staff's proposal would "promote efficient resolution" of utility rate hikes, but "efficiently" resolving a case under the RRC's proposed rules means less scrutiny.

THE LEGISLATURE ALREADY REJECTED THE RRC'S BAD IDEA:

- The Legislature has previously rejected efforts to restrict cities from fully participating in rate cases.
- Just like the proposed rule, HB 1148 in the 2013 Legislative Session proposed that cities pay rate case expenses out of their budgets before getting reimbursed. But HB 1148 never even made it to a vote in committee.
- H.B. 1677 went even farther to completely eliminate cities' ability to recover the cost of fighting utility rate proposals. H.B. 1677 also failed.

THE RRC'S PROPOSAL IS A SYMPTOM OF PROBLEMS THE SUNSET COMMISSION ALREADY ACKNOWLEDGED:

- In 2013, the Sunset Commission pointed out several problems with the RRC. One of these problems was that the staff examiners in RRC rate cases are RRC staff members, who "answer to the elected Commissioners who receive campaign contributions from many of the industry parties in these cases." The Sunset Commission pointed out that "[t]his relationship can create the perception of bias towards the industry…"
- RRC staff proposed a rule that would prevent cities' ability to challenge utility rate hikes. The proposal is similar to utility-friendly/ratepayer-hostile legislative bills that failed. RRC staff claims its proposal seeks to reduce expenses, but really, it's a gift to utilities that would shove cities out of the way and lead to less scrutiny and predictably higher rates.

AGENDA INFORMATION SHEET
ITEM NO. _____

RESOLUTION SUPPORTING THE ACTIVITIES OF THE ALLIANCE OF ATMOS TEXAS MUNICIPALITIES ("ATM") AND OTHER SIMILARLY SITUATED COALITIONS OF MUNICIPALITIES OPPOSING RULES PROPOSED BY THE RAILROAD COMMISSION OF TEXAS BENEFITING THE UTILITY INDUSTRY THAT IF ADOPTED WOULD GREATLY DIMINISH CITIES' ABILITY TO EFFECTIVELY AND MEANINGFULLY EVALUATE AND CHALLENGE A UTILITY'S PROPOSAL TO INCREASE ITS RATES.

BACKGROUND

Current Texas statutes guarantee Texas cities strong local control over gas utility rates by recognizing their exclusive original jurisdiction over such rates within each city. Texas law also guarantees that utilities must reimburse cities for the reasonable expenses that cities incur while participating in gas ratemaking proceedings both at the City level and before the Railroad Commission of Texas (the "RRC"). On July 25, 2014, the RRC published in the Texas Register three new proposed rules that would greatly diminish, if not entirely eliminate, the City's ability to ensure that utility rate increases are reasonable by:

1. Requiring that cities fund all rate case expenses out of their own budgets that were incurred while investigating and challenging gas rate increases that utilities propose to the RRC before receiving any reimbursement of expenses the RRC finds reasonable; and

2. Restricting cities' ability to meaningfully participate in ratemaking proceedings before the RRC by severely and arbitrarily limiting the number of requests for information a city may request from the utility when it proposes an increase in rates.

COALITION OF MUNICIPALITIES

For the last decade or so, the City has participated in a coalition of cities known as the Atmos Texas Municipalities ("ATM") whose purpose is to investigate gas utilities' proposed rate increases and challenge them where appropriate. ATM has been active in most, if not all, major ratemaking proceedings that affect ratepayers in the City.

COST

The City's cost for participation in this effort would be apportioned among the member cities in ATM based on each city's number of meters in the City relative to the overall number of meters in all the ATM cities; the attached spreadsheet shows these amounts. These fees would cover the cost of preparing comments to submit to the Railroad Commission in opposition to the Railroad Commission's proposed rule and retain legislative-advocacy to assist in meetings with members of the legislature to support those efforts.

RECOMMENDATION

The City should participate as a member of ATM and thereby join ATM's efforts to oppose the RRC's proposed rules and any similar legislation that would: undermine the City's ratemaking jurisdiction and its ability to question and challenge unreasonable rate increases; allow for processes that do not permit a complete and thorough review of utilities' alleged capital expenditures and operating expenses; or restrict cities' ability to participate in the rate-setting process; and support ATM's efforts to preserve cities' original jurisdiction over utility ratemaking. Participation in ATM's coalition would promote and preserve the City's statutory right to fully participate in utility ratemaking proceedings and ensure just and reasonable utility rates and adequate and reliable utility service.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS AUTHORIZING THE CITY'S PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES IN PROCEEDINGS BEFORE THE RAILROAD COMMISSION OF TEXAS AND THE TEXAS LEGISLATURE RELATED TO THE CITY'S AUTHORITY TO EFFECTIVELY REVIEW AND REGULATE UTILITY RATES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Leander, Texas, hereinafter referred to as "City," is a member of Atmos Texas Municipalities ("ATM"); and,

WHEREAS, ATM has participated in utility ratemaking proceedings before the Railroad Commission of Texas; and,

WHEREAS, ATM has participated in legislative proceedings before the Texas Legislature; and,

WHEREAS, as recently as in the 83rd Regular Session of the Texas Legislature, the Legislature considered and rejected legislation that if enacted, would have negatively affected municipalities' original jurisdiction to regulate a utility's rates, services, and operations in the City; and,

WHEREAS, as recently as the 83rd Regular Session of the Texas Legislature in 2013, the Legislature considered and rejected legislation that if enacted, would have negatively affected municipalities' ability to undertake a meaningful evaluation of a utility's request to increase gas rates and effectively challenge unreasonable rate increases; and,

WHEREAS, the Railroad Commission of Texas has initiated proceedings to adopt new rules whose effect would be similar to the restrictions that the Legislature rejected in its 83rd Regular Session; and,

WHEREAS, the rules the Railroad Commission of Texas proposed would diminish, if not altogether eliminate, Texas cities' original ratemaking jurisdiction over gas utilities and cities' ability to meaningfully review a gas utility's request to increase its rates; and,

WHEREAS, the City supports ATM's and other similarly situated coalitions of cities' opposition to proposed rules or laws that would diminish and/or eliminate municipalities' ability to effectively regulate gas utility rates or to meaningfully participate in contested proceedings before the Railroad Commission of Texas; and,

WHEREAS, as the Legislature noted in Section 101.002 of the Gas Utility Regulatory Act, utilities are by definition monopolies in the areas they serve and as a result, the normal forces of competition that regulate prices in a free enterprise society do not operate and therefore, public agencies, including the City, regulate utility rates, operations, and services as a substitute for competition; and,

WHEREAS, gas utilities continue to be monopolies whose rates are not governed by the normal forces of competition; and,

WHEREAS, to provide fair, just, and reasonable rates and adequate and efficient services, Section 103.001 of the Gas Utility Regulatory Act grants the City exclusive original jurisdiction over the rates, operations, and services of a gas utility within the municipality; and,

WHEREAS, under Section 103.001 of the Gas Utility Regulatory Act passed by the Texas Legislature into law, a municipality regulating a gas utility has the right to require gas utilities to submit information as necessary for the municipality to make a reasonable determination of the utility's actual rate base, expenses, investment, and rate of return for providing its services and to retain personnel necessary to make the determination of reasonable rates; and,

WHEREAS, under Section 103.022 of the Gas Utility Regulatory Act, a municipality participating in or conducting a ratemaking proceeding may engage rate consultants, accountants, auditors, attorneys, and engineers to fully evaluate a utility's request to change rates and the gas utility in the ratemaking proceeding shall reimburse the municipality its reasonable rate case expenses; and,

WHEREAS, in order to ensure the reasonableness of gas utility rates and ensure the adequacy of gas utility service by preserving cities' right to effectively investigate and challenge utility-proposed rate increases both before the City and before any state agency that is authorized to regulate gas utilities' rates;

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

Section 1. That the findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City directs ATM to oppose rules or legislation that would:

- Eliminate or reduce the ability of incorporated municipalities to exercise their statutorily guaranteed original jurisdiction over gas utility rates.
- Allow the approval of increases in rates without a complete and thorough review of a utility's capital expenditures or operating expenses by cities representing their ratepayers' interests.
- Eliminate, delay, or diminish the reimbursement of municipalities' reasonable costs incurred while investigating and challenging utility rate proposals or that would otherwise reduce municipalities' ability to participate in the rate-setting process.

Section 3. The City directs ATM to support processes that:

- Uphold and enforce municipalities' original jurisdiction over gas utility ratemaking.
- Preserve municipalities' ability to fully investigate and challenge gas utilities' proposed changes to their rates and tariffs.
- Preserve municipalities' historical right to prompt reimbursement of reasonable costs that the municipalities' incur while investigating and challenging gas utilities' proposals to change their rates in all related proceedings, without any onerous predicate requirements.

Section 4. The City authorizes the ATM Steering Committee to hire and direct its advocates in these efforts before the Railroad Commission of Texas and the Texas Legislature.

Section 5. That a copy of this resolution shall be sent to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Avenue, Suite 1250, Austin, Texas 78701, in his role as Special Counsel to ATM.

Section 6. That the meeting at which this resolution was adopted was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 7. That this resolution shall become effective from and after its passage.

PASSED AND APPROVED this 4th day of September 2014.

_____
Christopher Fielder, Mayor

ATTEST:

_____
Debbie Haile, City Secretary