

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

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

Thursday ~ January 15, 2015 at 7:00 PM



**Mayor – Christopher Fielder**  
**Place 1 – Andrea Navarrette**  
**Place 2 – Kirsten Lynch**  
**Place 3 – Simon Garcia (Mayor Pro Tem)**

**Place 4 – Ron Abruzzese**  
**Place 5 – Jason Dishongh**  
**Place 6 – David Siebold**  
**City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments:
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*
5. Administer Oath of Office to Associate Municipal Judge.
6. Recognition of Robbie K Taylor on his retirement from the United States Army  
*Sponsored by Mayor Fielder*
7. Presentation by LandDesign regarding the process and schedule for the Comprehensive Plan update

**CONSENT AGENDA: ACTION**

8. Approval of the minutes: December 18, 2014
9. Dedication and Acceptance of Subdivision Infrastructure Improvements for Hazlewood 3
10. Dedication and Acceptance of Subdivision Infrastructure for Savanna Ranch 3
11. Second Reading of Ordinance on Zoning Case #14-Z-031: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located to the northwest of the intersection of South Bagdad Road and Marsala Circle, Leander, Williamson County, Texas

**PUBLIC HEARING: NO ACTION**

12. Second Public Hearing on the proposed annexation of a certain area of land being 166.47 acres, more or less, in Williamson County, Texas, and being generally located north of Crystal Falls Parkway, south of Old 2243 W and west of Bagdad Road, also known as the Falcon Oaks area

13. First public hearing on the proposed annexation of a certain area of land being 35.48 acres, more or less, located in Williamson County, Texas, comprised of three (3) parcels of land being 21.690 acres, more or less, 12.580 acres, more or less, and 1.210 acres, more or less, and being generally located south of Highway 29, east of Ronald Reagan Boulevard and north of Kauffman Loop
14. First public hearing on the proposed annexation of a certain area of land being 261.17 acres, more or less, located in Williamson County, Texas, comprised of four (4) parcels of land being 63.729 acres, more or less, 63.619 acres, more or less, and 127.269 acres, more or less, and 6.553 acres, more or less, and being generally located east of County Road 279, north of Collaborative Way and the Savannah Ranch Subdivision

#### PUBLIC HEARING: ACTION

15. **Public Hearing** on the issuance of an amount not to exceed \$30,000,000 "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015"

**Action** on an Ordinance authorizing the issuance of an amount not to exceed \$30,000,000 "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016"; Authorizing the Sale Thereof; and Enacting Provisions Incident and Related to the Issuance of Said Certificates

16. **Public Hearing** on Zoning Case #14-Z-032: Consider a zoning change for a 2.53 acre tract of land, more or less, located at 190 Bagdad Road from SFU-2-B, Single Family Urban to HC-4-D, Heavy Commercial, Leander, Williamson County, Texas  
*Applicant: Mike Elmore on behalf of MPE Realty*

**Action** on Zoning Case #14-Z-032: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located at 190 Bagdad Road, Leander, Williamson County, Texas

17. **Public Hearing** on Zoning Case #14-Z-033: Consider a zoning change for a 5.06 acres, , more or less, located at 602 and 604 Horseshoe from SFU/MH-2-B, Single Family Urban/Manufactured Homes to TF-2-B, Two-Family, Leander, Williamson County, Texas  
*Applicant: David W. Coombs, P.E. on behalf of Akram Amani*

**Action** on Zoning Case #14-Z-033: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located at 602 and 604 Horseshoe, Leander, Williamson County, Texas

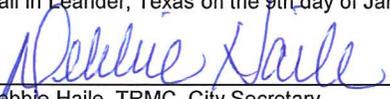
#### REGULAR AGENDA

18. Presentation and discussion regarding the creation of a Municipal Utility District for the proposed Springwoods subdivision
19. Discussion and possible action regarding the City's participation in the Texas City Lab project
20. Consider a Resolution authorizing the City Manager to execute an Interlocal Agreement with the Texas Department of Transportation/Department of Motor Vehicles relating to Motor Vehicle Registration Refusal, "Scofflaw Services Contract"
21. Consider an Ordinance releasing approximately 1.4 acres from Leander's Extraterritorial Jurisdiction to Cedar Park's Extraterritorial Jurisdiction and authorizing the City Manager to negotiate and execute an amendment to the Boundary Agreement between Leander and Cedar Park

22. Consider reappointments to the Board of Adjustment/Appeal for Gil Debner, Mary Orton, Antonio Martinez and Tim Luke
23. Consider appointment to the Veterans Park Committee
24. Consider an Ordinance establishing a filing fee for filing an application for a place on the ballot
25. Council Members Closing Statements
26. 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 telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas on the 9th day of January, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

  
\_\_\_\_\_  
Debbie Haile, TRMC, City Secretary



# CERTIFICATE OF APPRECIATION



**For Service in the Armed Forces of the United States of America**

**PRESENTED TO:**

**Commander Robbie K. Taylor**

On March 1, 2015, Commander Robbie K. Taylor retires from the U.S. Department of Health and Human Services, with more than 23 years of faithful and continuous service dedicated to the Armed Forces. During this time he has received numerous Awards and Decorations including:

Superior Unit Award  
Global War on Terrorism Medal  
Field Medical Readiness Badge  
Crisis Response Service Award  
Hazardous Duty Award  
National Defense Service Medal

In official recognition whereof and with great pride, I, Christopher Fielder, Mayor, on behalf of the City Council of the City of Leander, Texas do hereby affix my signature this 15th day of January, 2015.

Attest:

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, City Secretary



**Executive Summary**

**January 15, 2014**

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- Agenda Subject:** Presentation by LandDesign regarding the process and schedule for the Comprehensive Plan update.
- Background:** The City's consultant for the comprehensive plan update will be in town for the kick-off meetings for the project and will give a presentation to the Council on the proposed process and schedule for the project.
- Origination:** City of Leander
- Financial Consideration:** None
- Recommendation:** None
- Attachments:** None
- Prepared By:** Tom Yantis, AICP  
Assistant City Manager

1/7/2015



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

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



Thursday ~ December 18, 2014 at 7:00 PM

**Mayor – Christopher Fielder**

**Place 1 – Andrea Navarrette**

**Place 2 – Kirsten Lynch**

**Place 3 – Simon Garcia (Mayor Pro Tem)**

**Place 4 – Ron Abruzzese**

**Place 5 – Jason Dishongh**

**Place 6 – David Siebold**

**City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance

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

**Council Member Lynch delivered the invocation**

2. Roll Call

**All present except Mayor Pro Tem Garcia**

3. Staff Comments: Tom Yantis – recognition of Martin Siwek for AICP Certification

**Tom Yantis, Asst. City Manager introduced Martin Siwek and congratulated him on receiving his AICP Certification**

**Council Member Dishongh congratulated the AYFL Lions for achieving 4<sup>th</sup> Place in the Nation In Orlando, Florida**

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

*Please turn in speaker request form before the meeting begins*

**No citizen comments**

5. Recognition of Michael Malone, Chair of the Veterans Park Ground Breaking Festival

*Sponsored by Mayor Fielder*

**Mayor Fielder introduced Michael Malone and thanked him for his work in making the Ground Breaking of Veterans Park a success**

**CONSENT AGENDA: ACTION**

6. Approval of the minutes: December 4, 2014
7. Resolution Supporting Funding for Local Park Grants & State Parks
8. Approval of a Special Event Permit for the American Cancer Society
9. Approval of a Letter of Agreement with Pedernales Electric
10. License Agreement with Taylor Morrison for the installation and maintenance of irrigation, landscape, hardscape, and decorative lighting within the City rights-of-way in the Bluffs at Crystal Falls Subdivision

11. License Agreement with Transit Village Investments, Ltd. for the installation and maintenance of irrigation, installation of landscaping, and construction of internal driveways with the City rights-of-way of Hero Way and Mel Mathis Avenue
12. Amendment to the Development Agreement for the Marbella Tract between the City of Leander and NK Land Development, LLC
13. Dedication and Acceptance of Subdivision Infrastructure Improvements for Pecan Creek Phase 2

**Council Member Lynch requested item #8 be pulled for separate consideration**

**Motion made by Council Member Navarrette to approve all the consent agenda items except #8. Second by Council Member Siebold. Motion passes, all voting “aye”**

**Motion made by Council Member Siebold to approve item #8. Second by Council Member Lynch. Motion passes, all voting “aye”**

**PUBLIC HEARING: NO ACTION**

14. First Public Hearing on the proposed annexation of a certain area of land being 166.47 acres, more or less, in Williamson County, Texas, and being generally located north of Crystal Falls Parkway, south of Old 2243 W and west of Bagdad Road, also known as the Falcon Oaks area

**Tom Yantis, Asst City Manager explained the process and spoke about the Williamson County Commissioners Court appointment of 5 residents of Falcon Oaks who will meet with the City representatives concerning the Municipal Services Plan**

**Bill Burba, 707 Osprey Drive – confirmed what Mr. Yantis has stated**

**PUBLIC HEARING: ACTION**

15. **Public Hearing** on Zoning Case #14-Z-031: Consider a zoning change for a 5.88 acre tract of land, more or less, generally located to the northwest of the intersection of South Bagdad Road and Marsala Circle from LO-2-B, Local Office and MF-2-B, Multi Family to LC-2-B, Local Commercial and MF-2-B, Multi Family, Leander, Williamson County, Texas  
*Applicant: Ken Liem on behalf of Emmet J. and Sally Hawkes*  
**Tom Yantis, Asst. City Manager explained**

**Marshall Hines, 1801 Montana Court – spoke against the multi-family and in favor of leaving the existing Local Office zoning the same**

**Action** on Zoning Case #14-Z-031: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located to the northwest of the intersection of South Bagdad Road and Marsala Circle, Leander, Williamson County, Texas

**Ken Liem, Applicant explained his request for LC zoning**

**Kurt VanderMeulen - Representative for applicant explained the request**

**Motion made by Council Member Siebold to approve the Multi Family and deny the Local Commercial zoning. Second by Council Member Abruzzese. Motion passes, all voting “aye”**

## REGULAR AGENDA

16. Consider Award to LandDesign for the Comprehensive Plan Update Consulting Services and authorize the City Manager to execute the contract in an amount not to exceed \$147,981  
**Tom Yantis, Asst. City Manager explained**

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

17. Discussion and possible action to appoint the members of the Comprehensive Plan Steering Committee  
**Tom Yantis, Asst. City Manager explained**

**Motion made by Mayor Fielder to appoint Council Members Abruzzese and Siebold to the Comprehensive Plan Steering Committee. Second by Council Member Navarrette. Motion passes, all voting "aye"**

**Mayor Fielder made a motion to approve the entire list of committee members for the Comprehensive Plan Steering Committee. Second by Council Member Dishongh. Motion passes, all voting "aye"**

18. Consider Change Order To Purchase One (1) Additional Vehicle For Building Inspections Division  
**Robert Powers, Finance Director explained**

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

19. Consider Professional Services Agreement and Task Order HVJ-01 with HVJ Associates for professional engineering services to complete a Pavement Management System with the option of a Sign Inventory and Retro-reflectivity Survey  
**Pat Womack, Public Works Director explained**

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

20. Consider Emergency Purchase of Water Line Relocations for Hero Way PEC Transmission Line Relocations  
**Wayne Watts, City Engineer explained**

**No action required on this item**

21. Consider Contract Proposal for Engineering Services for Phase 2 Deep Water Intake Preliminary Design by and between the Brushy Creek Regional Utility Authority and HDR Engineering, Inc.  
**Wayne Watts, City Engineer explained**

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

22. Council Members Closing Statements  
**Council Members gave their closing statements**

23. Adjournment

**With there being no further business, the meeting adjourned at 8:01 pm**

Attest:

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Christopher Fielder, Mayor

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Debbie Haile, TRMC, City Secretary



**Executive Summary**

**January 15, 2015**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Hazlewood 3**

**Background:** The subdivision infrastructure improvements required for Hazlewood 3 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on January 15, 2015 which will provide warranty and maintenance coverage for the infrastructure improvements through January 15, 2017. 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 Hazlewood 3.

**Attachments:** Location Map, 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



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Hazlewood Subdivision Phase 3
Water, Wastewater, Drainage and Paving Facilities

Date: December 30, 2014

Owner's Name and Address

Consultant Engineer's Name and Address

Continental Homes of Texas, L.P.
(a Texas Limited Partnership)
By: CHTEX of Texas, Inc.
(a Delaware Corporation)
Its General Partner
10700 Pecan Park Blvd, Ste 400
Austin, Texas 78750

Pape-Dawson Engineers, Inc.
7800 Shoal Creek Blvd., Suite 220 West
Austin, Texas 78757

On December 16, 2014, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and 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 parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.

Four horizontal lines for listing punchlist items.



Handwritten signature of James A. Huffcut, Jr.

Signature

James A. Huffcut, Jr., P.E.

Typed Name

55253

Texas Registration No.



## ADA Assistance

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

**DATE:** November 21, 2014

**TO:** Dustin Goss  
Pape-Dawson  
7800 Shoal Creek Blvd #220 W  
Austin TX 78757  
[dgoss@pape-daswon.com](mailto:dgoss@pape-daswon.com)

**FROM:** Robert Ronson, RAS

**PROJECT:** Hazelwood Phase 3  
Cacus Valley Dr  
Leander TX

**Inspection performed:** 11/20/2014

**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. No sidewalks were installed 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.

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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.

## TAS Plan Review & Inspection Report

ADA Assistance (512) 787-3687

[www.adaassistance.com](http://www.adaassistance.com)

<b>RAS Name:</b>	Robert Ronson	<b>RAS #:</b>	16
<input type="checkbox"/> <b>Review Date:</b>	6/17/2014	<b>EABPRJ#:</b>	
<input type="checkbox"/> <b>Revisions Date:</b>		<b>Estimated Cost \$</b>	<\$50,000
<input checked="" type="checkbox"/> <b>Inspection Date:</b>	11/20/2014		
<b>Project Information</b>			
<b>Project Name:</b>	Hazelwood Subdivision Phase 3	<b>Job Class:</b>	Public ROW
<b>Facility Name:</b>			
<b>Project Address:</b>	Cacus Valley Dr	<b>City:</b>	Leander
		<b>Zip:</b>	
<b>Detailed description of construction activities:</b> Pedestrian elements in residential subdivision			
<b>Owner Information</b>			
<b>Name:</b>	Continental Homes of Texas		
<b>Address:</b>	10700 Pecan Park Blvd #400		
<b>City:</b>	Austin	<b>State:</b>	TX
		<b>Zip:</b>	78750

✓= Acceptable X= Violation\*

The following report identifies deficiencies with the Texas Accessibility Standards (TAS). No response is required to this review, however all items noted with "X" are unacceptable and should be addressed prior to inspection. A link to TAS is included in the page footer.

### TAS STANDARDS AND TECHNICAL REQUIREMENTS

### FINDINGS AND COMMENTS

#### CHAPTER 4 ACCESSIBLE ROUTE

#### ACCEPTABLE

403 Walking Surfaces ..... ACCEPTABLE

404 Doors, Doorways, and Gates ..... NONE NOTED

405 Ramps ..... n/a

406 Curb Ramps ..... ACCEPTABLE

#### ADDITIONAL COMMENTS

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\* See corresponding sections in TAS for additional information. <http://www.license.state.tx.us/ab/abtas.htm>

MAINTENANCE BOND  
Subdivision Improvements

Bond #1028794

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

KNOW ALL BY THESE PRESENTS, that Rogers Construction Company, Ltd.  
as Principal, whose address is P.O. Drawer 1136, Georgetown, TX 78627 and  
The Hanover Insurance Company a Corporation organized under the  
laws of the State of New Hampshire, and duly authorized to do business in the State of Texas, as  
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum  
of Seventy two thousand four hundred forty one and 69/100 Dollars  
(\$ 72,441.69 ) 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 Hazlewood Subdivision, Phase 3, Leander, TX  
(60 Lots) - Streets, Drainage, Water, Wastewater, Erosion Control & Restoration  
*(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 be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 9th day of December, 2014.

Rogers Construction Company, Ltd.

Principal

By: 

Title: Pete Kargakos  
Vice President/Manager  
RKZ Management, LLC

Address: P. O. Drawer 1136

Georgetown, TX 78627

The Hanover Insurance Company

Surety

By: 

Title: Cynthia Giesen, Attorney-in-Fact

Address: 440 Lincoln Street

Worcester, MA 01653

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

USI Southwest, Inc.

7600-B N. Capital of Texas Hwy., #200, Austin, TX 78731

(Seal)

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

POWERS OF ATTORNEY  
CERTIFIED COPY

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

Linda K. Edwards, Robert C. Fricke, Cynthia Glesen, Douglas J. Wealty and/or Wesley M. Pitts

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

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

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

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

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28th day of October 2011.



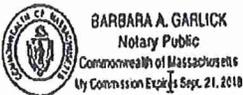
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

*Mary Fitzgerald*  
Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 28th day of October 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



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

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th day of December 2014.

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

*Glenn Margosian*  
Glenn Margosian, Vice President

**IMPORTANT NOTICE**

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

**1-800-608-8141**

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

440 Lincoln Street  
Worcester, MA 01615

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

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

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

**AVISO IMPORTANTE**

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

**1-800-608-8141**

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

440 Lincoln Street  
Worcester, MA 01615

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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

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

**Construction Contract Summary  
Hazlewood Subdivision  
Phase 3**

Final Pay Application (12/9/14)  
Rogers Construction

Prepared By: 12/9/2014  
Dustin Goss, PE  
Pape-Dawson Engineers, Inc.  
TBPE Firm Reg #470

	Original Contract					Final
	Amount	CO#1	CO#2	CO#4		
Streets	\$ 202,351.30	\$ -	\$ -	\$ -	\$ 202,351.30	
Drainage	\$ 217,271.00	\$ -	\$ -	\$ -	\$ 217,271.00	
WQ/Detention	\$ -	\$ -	\$ -	\$ -	\$ -	
Water	\$ 131,220.00	\$ -	\$ -	\$ -	\$ 131,220.00	
WW	\$ 164,241.00	\$ -	\$ -	\$ -	\$ 164,241.00	
ESC	\$ 9,333.60	\$ -	\$ -	\$ -	\$ 9,333.60	
*Electric	\$ 135,320.00	\$ -	\$ -	\$ -	\$ 135,320.00	
*Gas	\$ -	\$ 36,316.00	\$ -	\$ -	\$ 36,316.00	
*Lots	\$ 112,000.00	\$ -	\$ -	\$ -	\$ 112,000.00	
*P&P Bond	\$ 16,700.00	\$ -	\$ -	\$ -	\$ 16,700.00	
<b>Total</b>	<b>\$ 988,436.90</b>	<b>\$ 36,316.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,024,752.90</b>	
<b>Total w/excl'd</b>	<b>\$ 724,416.90</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 724,416.90</b>	

*\*Note: Dry Utilities, Lot Improvements and P&P Bond are excluded from Construction Summary total and Maintenance Bond amount.*



*DJGoss 12/9/14*



SUBSCRIBED AND SWORN TO BY Affiant on this 17th day of December, 2014.

Rogers Construction Company Ltd.

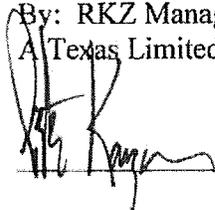
A Limited Partnership

By: RKZ Management LLC

A Texas Limited Liability Company

**AFFIANT:**

Signature: \_\_\_\_\_



Typed Name: Pete Kargakos

Title: Vice President

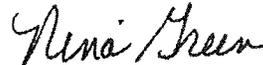
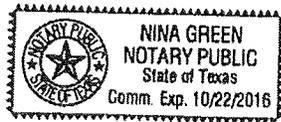
STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Pete Kargakos, 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 17th day of December, 2014.

[S E A L]



Notary in and for the State of Texas

Name: Nina Green

My Commission expires: 10-22-16

Initialed: \_\_\_\_\_





**Executive Summary**

**January 15, 2015**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Savanna Ranch 3**

**Background:** The subdivision infrastructure improvements required for Savanna Ranch 3 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on January 15, 2015 which will provide warranty and maintenance coverage for the infrastructure improvements through January 15, 2017. 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.

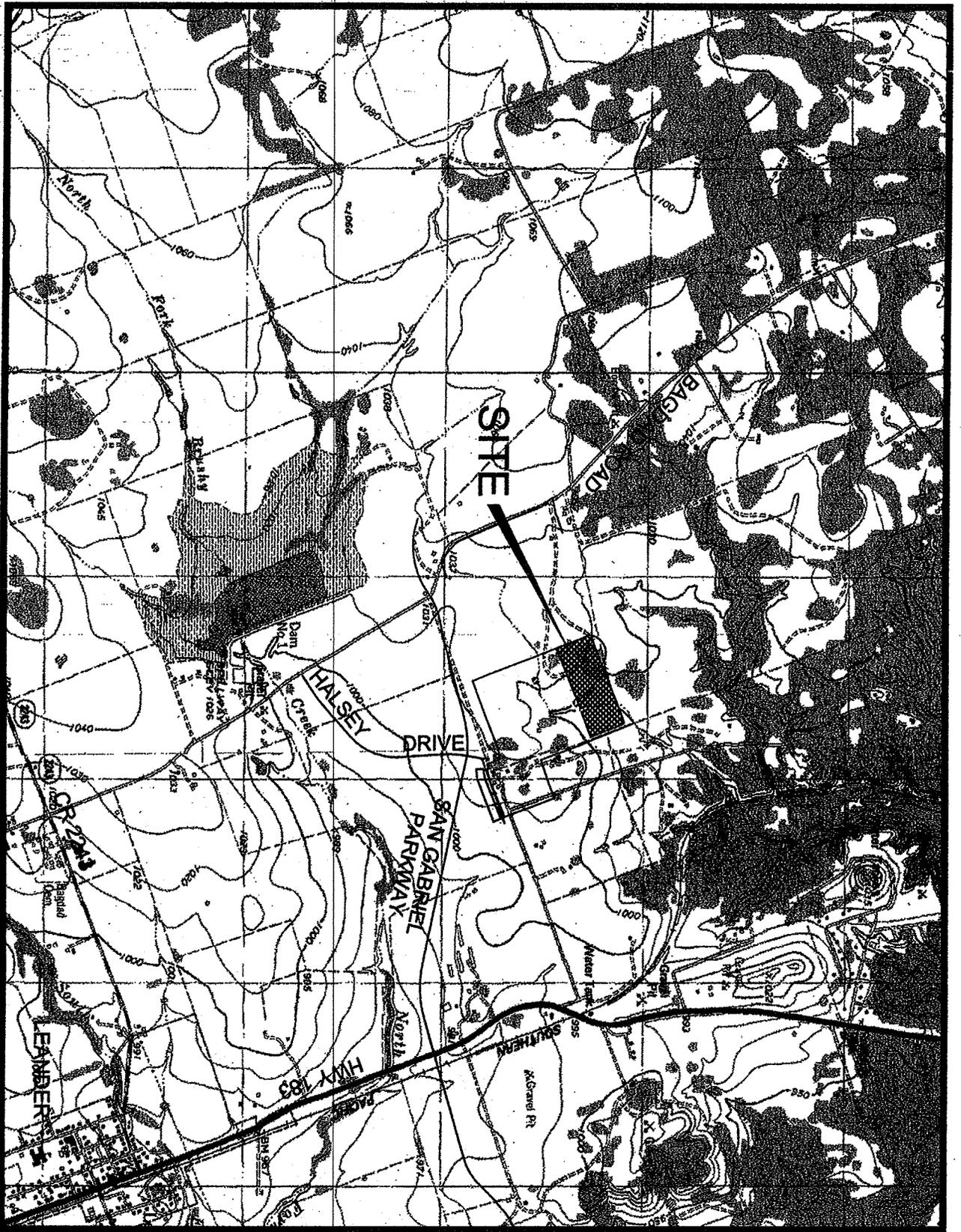
**Origination:** Wayne S. Watts, P.E., CFM, City Engineer

**Financial Consideration:** N/A

**Recommendation:** Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Savanna Ranch 3.

**Attachments:** Location Map, 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



LOCATION MAP  
SCALE: 1"=2000'



## ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Savanna Ranch Section Three

SCOPE OF WORK: W: \_\_\_\_\_ WW: \_\_\_\_\_ S/D: \_\_\_\_\_ ALL: X SITE WORK \_\_\_\_\_

OWNER/DEVELOPER'S Name and Address:

CONSULTANT ENGINEER'S Name and Address:

Benbrook Development, Inc.  
John S. Lloyd  
4720-4 Rockcliff Road  
Austin, Texas 78746

Danny R. Martin, P.E., R.P.L.S.  
Malone/Wheeler, Inc.  
Firm Registration No. F-786  
7500 Rialto Blvd., Bldg. 1, Suite 240  
Austin, Texas 78735

This is to certify that I, the undersigned professional engineer, or my duly appointed representative, on 12/5/14, made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans was noted which may materially affect the usefulness of the work for purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project by the City of Leander, upon satisfactory correction and or completion of the following items:

1. None.



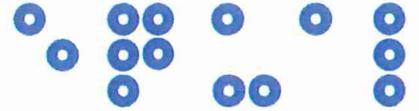
(Seal)

*Danny R. Martin*  
 Signature

12/5/14  
 Date

44960  
 Texas Registration Number

# Inspection Completed- No Violations



We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. This review is for the scope of work applicable to the standards only, including but not limited to sidewalks, curb ramps, and accessible routes.

This facility is not subject to review under the current Administrative Rules as published by TDLR. Therefore, this review is advisory in nature only and does not constitute a review as required under the Texas Architectural Barriers Act.

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.

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 John Torkelson at 512.476.8675.

Please call with any questions,

Colleen Dement Harris, RAS 1371

**04 December 2014**

**Project Number: 131075**

**Project:**

**Savanna Ranch Section Three**

Halsey Drive/ Wolcott Drive/Pitkin Drive  
Leander, Texas 78641

**To:**

**Danny R. Martin**

Malone/Wheeler, Inc.  
Engineering & Development Consultants  
7500 Rialto Blvd., Bldg 1, Suite 240  
Austin, Texas 78735

**Inspection Performed by:**

Colleen Dement Harris, RAS 1371

**Project Scope**

Review of 10 curb ramps on Wolcott Drive and Pitkin Drive and portions of sidewalk installed north and south of Wolcott Drive.

**Distribution:**

MAINTENANCE BOND  
Subdivision Improvements

Bond No. MNT9178255

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is 18607 Heatherwilde, Pflugerville, Texas 78660 and Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Maryland, 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 Oblige, in the penal sum of One Hundred Fourteen Thousand Five Hundred Forty Eight and 14/100's Dollars (\$114,548.14) 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 Savanna Ranch Section 3 – Streets and Utilities Improvements (*insert description of subdivision improvements*) (the “improvements”) pursuant to the ordinances of the Oblige, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Oblige requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Oblige, 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 Oblige’s ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Oblige for all loss that the Oblige 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 Oblige 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 Oblige 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 Obligees may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligees 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 Obligees and compliant with the Obligees' ordinances conditioned to guarantee for the period of one (1) year after the Obligees' 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 Obligees upon demand all loss and expense, including attorneys' fees, incurred by the Obligees by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 1<sup>st</sup> day of December, 2014.

Cash Construction Company, Inc.

Principal

Fidelity and Deposit Company of Maryland  
Colonial American Casualty and Surety Company  
Surety

By: 

Title: Secretary / Treasurer

Address: \_\_\_\_\_

P.O. Box 1279

Pflugerville, Texas 78691

By: 

Title: David S. Ballew, Attorney-In-Fact

Address: \_\_\_\_\_

1400 American Lane, Tower I, 18<sup>th</sup> Floor

Schaumburg, IL 60196-1056

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)

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David S. BALLEW, of Austin, Texas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of December, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Assistant Secretary*  
*Eric D. Barnes*

*James M. Carroll*  
*Vice President*  
*James M. Carroll*

State of Maryland  
City of Baltimore

On this 12th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



## Fidelity and Deposit Companies

Home Office: 3910 Keswick Road Baltimore, MD 21211

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-654-5155**

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

**P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771**

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**Engineering & Development Consultants**

5 December 2014

Mr. Michael O'Neal, E.I.T.  
Associate Engineer  
City of Leander  
200 West Willis  
Leander, Texas 78641

Re: Savanna Ranch Section Three  
Final Project Cost  
MWI Project No. 13-022

Dear Mr. O'Neal,

I hereby certify that the final project cost for the public improvements for Savanna Ranch Section Three is \$1,145,481.40.

Attached hereto are the Final Payment Applications from Cash Construction Company, Inc. to Benbrook Development, Inc. and modified Final Payment Applications for deleting non-public improvement costs.

Sincerely,

  
Danny R. Martin, P.E., R.P.L.S.  
Senior Project Manager  
Malone/Wheeler, Inc.



Attachments

cc: John Lloyd  
File

**APPLICATION FOR PAYMENT**

**CONTRACTOR:**  
 CASH CONSTRUCTION COMPANY, INC.  
 P.O. BOX 1279  
 PFLUGERVILLE, TEXAS 78691  
 (512) 251-7872  
 Fax (512) 990-5609

**OWNER:**  
 BENBROOK DEVELOPMENT, INC.  
 4720-4 ROCKCLIFF ROAD  
 AUSTIN, TEXAS 78746

**PROJECT NAME:** SAVANNA RANCH SECTION 3 - EARTHWORK  
**CASH JOB NO:** 719

<b>PROJECT DATE AS OF:</b>	11/24/2014
<b>BILLED TO PAY REQUEST NO.:</b>	Modified
<b>TOTAL WORK COMPLETED TO DATE</b>	\$242,550.00
<b>RETAINAGE:</b>	\$0.00
<b>AMOUNT DUE THIS ESTIMATE:</b>	\$242,550.00
<b>PREVIOUS BILLINGS:</b>	\$242,550.00
<b>CURRENT AMOUNT DUE</b>	\$0.00

<b>CONTRACT DATE:</b>	05/02/2014
<b>ORIGINAL CONTRACT AMOUNT:</b>	\$242,550.00
<b>CHANGE ORDER #1</b>	
<b>CHANGE ORDER #2</b>	
<b>CHANGE ORDER #3</b>	
<b>CHANGE ORDER #4</b>	
<b>CHANGE ORDER #5</b>	
<b>REVISED CONTRACT AMOUNT:</b>	\$242,550.00

**Contractor's Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

**Owner's Representative** *Danny Martin* \_\_\_\_\_ **Date** 12/01/14

**Engineer's Representative** *Malone White Inc.* \_\_\_\_\_ **Date** \_\_\_\_\_

*F-786*



TO: BENBROOK DEVELOPMENT, INC.  
4720-4 ROCKCLIFF ROAD  
AUSTIN, TEXAS 78746

APPLICATION FOR PAYMENT

JOB NAME: SAVANNA RANCH SEC. 3 - EARTHWORK

JOB# 719

ESTIMATE # Modified

DATE 11/24/2014

ORIG. AMOUNT \$242,550.00

REV. AMOUNT \$242,550.00

RETAINAGE 5%

TOTAL WORK THIS ESTIMATE \$0.00  
TOTAL COMPLETED TO DATE \$242,550.00  
LESS RETAINAGE \$0.00  
TOTAL DUE TO DATE \$242,550.00  
PREVIOUS BILLINGS \$242,550.00  
AMOUNT DUE THIS ESTIMATE \$0.00

FROM: CASH CONSTRUCTION COMPANY, INC.  
P.O. BOX 1279  
PFLUGERVILLE TX. 78691

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	AMOUNT TO DATE	QUANTITY TO DATE	PERCENT COMPLETE
<b>EROSION CONTROLS</b>											
1	SEC	EA	1.00	\$2,000.10	\$2,000.10	1	0.00	\$0.00	\$2,000.10	1	100.00%
2	SILT FENCE	LF	2,236.00	\$5,590.00	\$2.50	2,236	0.00	\$0.00	\$5,590.00	2,236	100.00%
3	INLET PROTECTION	EA	21.00	\$1,470.00	\$70.00	21	0.00	\$0.00	\$1,470.00	21	100.00%
4	REVEG ROW	SY	6,286.00	\$2,828.70	\$0.45	6,286	0.00	\$0.00	\$2,828.70	6,286	100.00%
5	TREE PROTECTION	LF	834.00	\$2,251.80	\$2.70	834	0.00	\$0.00	\$2,251.80	834	100.00%
6	CONTROL STAKING	LS	4.00	\$6,000.00	\$6,000.00	4	0.00	\$0.00	\$6,000.00	4	400.00%
				<b>EROSION CONTROLS-SUBTOTAL</b>	<b>\$14,140.60</b>			<b>\$0.00</b>	<b>\$14,140.60</b>		
				<b>REVISED SUBTOTAL</b>							
<b>EARTHWORK</b>											
9	CLEARING STREETS	AC	4.58	\$2,839.60	\$620.00	4.58	0.00	\$0.00	\$2,839.60	4.58	100.00%
9	CLEARING LOTS	AC	45.38	\$9,541.80	\$625.00	45.38	0.00	\$0.00	\$9,541.80	45	400.00%
10	STREET EXCAVATION	SY	16,441.00	\$131,528.00	\$8.00	16,441	0.00	\$0.00	\$131,528.00	16,441	100.00%
44	LOT GRADING	LS	4.00	\$69,000.00	\$69,000.00	4	0.00	\$0.00	\$69,000.00	4	400.00%
42	ROUGH-CUT STAKING	LS	4.00	\$8,000.00	\$8,000.00	4	0.00	\$0.00	\$8,000.00	4	400.00%
43	RESET PINS	LS	4.00	\$3,500.00	\$3,500.00	4	0.00	\$0.00	\$3,500.00	4	400.00%
				<b>EARTHWORK-SUBTOTAL</b>	<b>\$134,367.60</b>			<b>\$0.00</b>	<b>\$134,367.60</b>		
				<b>REVISED SUBTOTAL</b>							
<b>TOTAL</b>				<b>\$242,550.00</b>				<b>\$0.00</b>	<b>\$242,550.00</b>		
				<b>REVISED TOTAL</b>	<b>\$148,508.20</b>				<b>\$148,508.20</b>		

**APPLICATION FOR PAYMENT**

**CONTRACTOR:**  
 CASH CONSTRUCTION COMPANY, INC.  
 P.O. BOX 1279  
 PFLUGERVILLE, TEXAS 78691  
 (512) 251-7872  
 Fax (512) 990-5609

**OWNER:**  
 BENBROOK DEVELOPMENT, INC.  
 4720-4 ROCKCLIFF ROAD  
 AUSTIN, TEXAS 78746

**PROJECT NAME:** SAVANNA RANCH SECTION 3 - STREETS AND UTILITIES  
**CASH JOB NO:** 719

**PROJECT DATE AS OF:** 11/24/2014  
**BILLED TO PAY REQUEST NO.:** Modified  
**TOTAL WORK COMPLETED TO DATE:** \$1,018,974.00  
**RETAINAGE:**  
**AMOUNT DUE THIS ESTIMATE:** \$1,018,974.00  
**PREVIOUS BILLINGS:** \$1,018,974.00  
**CURRENT AMOUNT DUE:** \$0.00

**CONTRACT DATE:** 05/02/2014  
**ORIGINAL CONTRACT AMOUNT:** \$1,018,974.00  
**CHANGE ORDER #1**  
**CHANGE ORDER #2**  
**CHANGE ORDER #3**  
**CHANGE ORDER #4**  
**CHANGE ORDER #5**  
**REVISED CONTRACT AMOUNT:** \$1,018,974.00

Contractor's Representative

Date

Owner's Representative

Date

*Danny R. Martin*  
 Engineer's Representative  
 Malone Wheeler, Inc.  
 F-786

12/01/14

Date



TO: BENBROOK DEVELOPMENT, INC.  
4720-4 ROCKCLIFF ROAD  
AUSTIN, TEXAS 78746

APPLICATION FOR PAYMENT

JOB NAME: SAVANNA RANCH SEC. 3 - STREETS AND UTILITIES  
JOB# 7/19  
ESTIMATE # Modified  
DATE 11/24/2014  
FROM: CASH CONSTRUCTION COMPANY, INC.  
P.O. BOX 1279 \$1,018,974.00  
PFLUGERVILLE TX. 78691 \$1,018,974.00  
RETAINEGE 5% \$50,943.70

TOTAL WORK THIS ESTIMATE \$0.00  
LESS COMPLETED TO DATE \$1,018,974.00  
LESS RETAINAGE \$0.00  
TOTAL DUE TO DATE \$1,018,974.00  
PREVIOUS BILLINGS \$1,018,974.00  
AMOUNT DUE THIS ESTIMATE \$0.00

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	AMOUNT TO DATE	PERCENT COMPLETE
<b>STREET IMPROVEMENTS</b>										
1	SUBGRADE PREP	SY	12,225.00	\$24,450.00	\$2.00	12,225	0.00	\$0.00	\$24,450.00	100.00%
2	8" LIME STABILIZATION	SY	3,558.00	\$23,127.00	\$6.50	3,558	0.00	\$0.00	\$23,127.00	100.00%
3	8" FLEX BASE	SY	8,767.00	\$65,752.50	\$7.50	8,767	0.00	\$0.00	\$65,752.50	100.00%
4	10" FLEX BASE	SY	3,558.00	\$33,445.20	\$9.40	3,558	0.00	\$0.00	\$33,445.20	100.00%
5	2" HMA TY. C	SY	9,094.00	\$90,940.00	\$10.00	9,094	0.00	\$0.00	\$90,940.00	100.00%
6	CURB & GUTTER	LF	5,657.00	\$62,227.00	\$11.00	5,657	0.00	\$0.00	\$62,227.00	100.00%
7	CONCRETE VALLEY GUTTER	EA	3.00	\$16,500.00	\$5,500.00	3	0.00	\$0.00	\$16,500.00	100.00%
8	ADA RAMP	EA	10.00	\$10,000.00	\$1,000.00	10	0.00	\$0.00	\$10,000.00	100.00%
9	4' CONCRETE SIDEWALK	LF	175.00	\$3,675.00	\$21.00	175	0.00	\$0.00	\$3,675.00	100.00%
10	HANDRAIL	LF	54.00	\$3,780.00	\$70.00	54	0.00	\$0.00	\$3,780.00	100.00%
11	REMOVE BARRICADE	EA	2.00	\$200.00	\$100.00	2	0.00	\$0.00	\$200.00	100.00%
12	SPEED LIMIT SIGNS	EA	9.00	\$2,115.00	\$235.00	9	0.00	\$0.00	\$2,115.00	100.00%
13	COMBO STREET SIGNS	EA	3.00	\$975.00	\$325.00	3	0.00	\$0.00	\$975.00	100.00%
14	STOP BAR	EA	3.00	\$600.00	\$200.00	3	0.00	\$0.00	\$600.00	100.00%
45	STAKING	LS	4.99	\$7,599.99	\$7,599.99	4	0.00	\$0.00	\$7,599.99	400.00%
				<b>\$337,786.70</b>				<b>\$0.00</b>	<b>\$337,786.70</b>	
<b>STREET IMPROVEMENT SUBTOTAL</b>										
<b>STREET IMPROVEMENT SUBTOTAL</b>										
<b>WATER IMPROVEMENTS</b>										
1	8" PVC WATER MAIN	LF	2,897.00	\$114,431.50	\$39.50	2,897	0.00	\$0.00	\$114,431.50	100.00%
2	8" GATE VALVE	EA	5.00	\$6,500.00	\$1,300.00	5	0.00	\$0.00	\$6,500.00	100.00%
3	FIRE HYDRANTS	EA	7.00	\$31,500.00	\$4,500.00	7	0.00	\$0.00	\$31,500.00	100.00%
4	2" FLUSH VALVE	EA	1.00	\$1,100.00	\$1,100.00	1	0.00	\$0.00	\$1,100.00	100.00%
5	8" WET CONNECTION	EA	2.00	\$2,800.00	\$1,400.00	2	0.00	\$0.00	\$2,800.00	100.00%
6	SHORT DOUBLE SERVICE	EA	18.00	\$900.00	\$50.00	18	0.00	\$0.00	\$16,200.00	100.00%
7	LONG DOUBLE SERVICE	EA	18.00	\$25,200.00	\$1,400.00	18	0.00	\$0.00	\$25,200.00	100.00%
8	SHORT SINGLE SERVICE	EA	2.00	\$700.00	\$350.00	2	0.00	\$0.00	\$1,400.00	100.00%
9	LONG SINGLE SERVICE	EA	1.00	\$1,000.00	\$1,000.00	1	0.00	\$0.00	\$1,000.00	100.00%
40	STAKING	LS	4.99	\$4,099.50	\$4,099.50	4	0.00	\$0.00	\$4,099.50	400.00%
11	TRENCH SAFETY	LF	2,897.00	\$1,448.50	\$0.50	2,897	0.00	\$0.00	\$1,448.50	100.00%
				<b>\$201,580.00</b>				<b>\$0.00</b>	<b>\$201,580.00</b>	
<b>WATER IMPROVEMENT SUBTOTAL</b>										
<b>WATER IMPROVEMENT SUBTOTAL</b>										
<b>WASTEWATER IMPROVEMENTS</b>										
1	8" SDR-26 8-10	LF	770.00	\$39,270.00	\$51.00	770	0.00	\$0.00	\$39,270.00	100.00%
2	8" SDR-26 10-12	LF	1,475.00	\$79,650.00	\$54.00	1,475	0.00	\$0.00	\$79,650.00	100.00%
3	8" SDR-26 12-14	LF	375.00	\$22,500.00	\$60.00	375	0.00	\$0.00	\$22,500.00	100.00%
4	4' DIA. MANHOLE 0-8	EA	9.00	\$41,400.00	\$4,600.00	9	0.00	\$0.00	\$41,400.00	100.00%
5	EXTRA DEPTH MANHOLE	VF	17.00	\$7,650.00	\$450.00	17	0.00	\$0.00	\$7,650.00	100.00%
6	CONNECT TO EXISTING LINE	EA	1.00	\$2,000.00	\$2,000.00	1	0.00	\$0.00	\$2,000.00	100.00%
7	SHORT DOUBLE SERVICE	EA	16.00	\$16,000.00	\$1,000.00	16	0.00	\$0.00	\$16,000.00	100.00%
8	LONG DOUBLE SERVICE	EA	20.00	\$28,000.00	\$1,400.00	20	0.00	\$0.00	\$28,000.00	100.00%
9	SHORT SINGLE SERVICE	EA	1.00	\$1,000.00	\$1,000.00	1	0.00	\$0.00	\$1,000.00	100.00%
10	LONG SINGLE SERVICE	EA	2.00	\$2,600.00	\$1,300.00	2	0.00	\$0.00	\$2,600.00	100.00%
11	TRENCH SAFETY	LF	4,520.00	\$4,520.00	\$1.00	4,520	0.00	\$0.00	\$4,520.00	100.00%
42	STAKING	LS	4.99	\$6,599.99	\$6,599.99	4	0.00	\$0.00	\$6,599.99	400.00%
				<b>\$244,590.00</b>				<b>\$0.00</b>	<b>\$244,590.00</b>	
<b>WASTEWATER IMPROVEMENT SUBTOTAL</b>										
<b>WASTEWATER IMPROVEMENT SUBTOTAL</b>										
<b>DRAINAGE IMPROVEMENTS</b>										
1	18" RCP CL. III	LF	1,345.00	\$52,455.00	\$39.00	1,345	0.00	\$0.00	\$52,455.00	100.00%
2	24" RCP CL. III	LF	382.00	\$22,538.00	\$59.00	382	0.00	\$0.00	\$22,538.00	100.00%
3	30" RCP CL. III	LF	656.00	\$47,232.00	\$72.00	656	0.00	\$0.00	\$47,232.00	100.00%
4	10' CURB INLET	EA	17.00	\$61,200.00	\$3,600.00	17	0.00	\$0.00	\$61,200.00	100.00%
5	4'-DIA.-MANHOLE	EA	2.00	\$7,000.00	\$3,500.00	2	0.00	\$0.00	\$7,000.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
6	5' DIA. MANHOLE	EA	2.00	\$8,400.00	\$4,200.00	2	0.00	\$0.00	2	\$8,400.00	100.00%
7	6' DIA. MANHOLE	EA	1.00	\$5,000.00	\$5,000.00	1	0.00	\$0.00	1	\$5,000.00	100.00%
8	CONNECT TO EXISTING STORM	EA	1.00	\$1,000.00	\$1,000.00	1	0.00	\$0.00	1	\$1,000.00	100.00%
9	30" HEADWALL	EA	1.00	\$7,000.00	\$7,000.00	1	0.00	\$0.00	1	\$7,000.00	100.00%
10	TRENCH SAFETY	LF	2,383.00	\$1,191.50	\$0.50	2383	0.00	\$0.00	2,383	\$1,191.50	100.00%
44	STAKING	LS	4.00	\$4,000.00	\$4,000.00	4	0.00	\$0.00	4	\$4,000.00	100.00%
	<b>DRAINAGE-IMPROVEMENT-SUBTOTAL</b>			<b>\$237,046.60</b>				<b>\$0.00</b>		<b>\$237,046.60</b>	
	<b>DRAINAGE IMPROVEMENT SUBTOTAL</b>			<b>\$213,016.50</b>				<b>\$0.00</b>		<b>\$213,016.50</b>	
	<b>TOTAL</b>			<b>\$4,048,974.00</b>				<b>\$0.00</b>		<b>\$4,048,974.00</b>	
	<b>TOTAL</b>			<b>\$996,973.20</b>				<b>\$0.00</b>		<b>\$996,973.20</b>	

**CONTRACTOR'S AFFIDAVIT OF ALL BILLS PAID AND  
RELEASE OF LIENS**

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

BEFORE ME, the undersigned authority, on this day personally appeared Michael H. Nixon of Cash Construction Company, Inc. (the "Contractor"), who, being first duly sworn by me, upon oath deposes and says that:

1. Affiant is duly authorized to make this affidavit and agreement on behalf of Contractor and is fully and personally cognizant of all facts and matters herein stated.
2. Pursuant to that certain Construction Contract between Benbrook Development, Inc. ("Owner") and Contractor dated May 2, 2014 (the "Contract"), Contractor has performed work and labor and has furnished materials, specially fabricated materials, services and supplies for use in connection with the construction of

**Savanna Ranch Section 3**

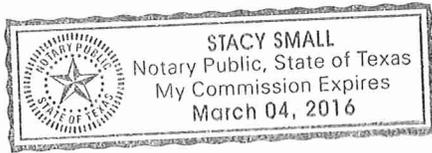
3. All bills, debts and claims which Contractor has incurred to any person, firm or corporation for work or labor performed for equipment rental, or for materials, specially fabricated materials, services or supplies furnished in connection with work under such Contract have been paid, settled or discharged in full, and no basis exists for affixation of liens against the above-described Property and improvements thereon by virtue of any work performed under such Contract. Contractor has not received any notice or communication that any subcontractor, materialman, laborer or other party has not been fully paid for all labor performed or materials heretofore furnished in connection with work performed under such Contract.
4. This affidavit constitutes a Final Release and Waiver of all liens to which Contractor may be entitled against the above described Property, all improvements thereon and any fixtures, chattels or other property of Owner, thereon on account of all work performed and all materials furnished under such Contract.
5. Contractor agrees to indemnify and hold Owner and Owner's lender, and their respective successors and assigns, harmless from any loss, cost or expense incurred by virtue of any unknown claims made against them on account of any

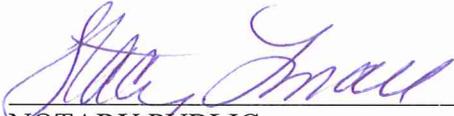
unpaid bills for labor heretofore performed or for materials, specially fabricated materials, services or other supplies furnished under such Contract.

Executed this 1 day of December, 2014.

By:   
Michael H. Nixon, Secretary/Treasurer

SWORN TO AND SUBSCRIBED by Michael H. Nixon of Cash Construction Company, Inc., before me this 1 day of December, 2014 to certify which witness my hand and seal of office.



  
NOTARY PUBLIC



**Executive Summary**

**January 15, 2015**

---

**Agenda Subject:** Zoning Case 14-Z-031: Hold a public hearing and consider action on the rezoning of a portion of a tract of land, for 5.88 acres more or less, generally located to the northwest of the intersection of South Bagdad Road and Marsala Circle, WCAD Parcel R430194. Currently, the property is zoned LO-2-B (Local Office) and MF-2-B (Multi-Family) and the applicant is proposing to zone the property LC-2-B (Local Commercial) and MF-2-B (Multi-Family), Leander, Williamson County, Texas.

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

**Origination:** Applicant: Ken Liem on behalf of Emmet J. and Sally Hawkes.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission recommended approval of the staff recommendation of approval of the MF-2-B (Multi-Family) and denial of the LC-2-B (Local Commercial) with a 5 to 2 vote (Commissioners Stephenson and Anderson opposed) at the December 11, 2014 meeting. The City Council approved the Planning & Zoning Commission recommendation of approval of the MF-2-B (Multi-Family) and denial of the LC-2-B (Local Commercial) at the December 18, 2014 meeting.

**Attachments:**

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

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

12/30/2014



## PLANNING ANALYSIS

### ZONING CASE 14-Z-031 THE VILLAGE AT CARNEROS REZONING

#### GENERAL INFORMATION

- Owner:** Emmet J. and Sally Hawkes
- Current Zoning:** LO-2-B (Local Office)  
MF-2-B (Multi-Family)
- Proposed Zoning:** LC-2-B (Local Commercial)  
MF-2-B (Multi-Family)
- Size and Location:** The property is located to the northwest of the intersection of South Bagdad Road and Marsala Circle and includes approximately 5.88 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	GC-3-C	Undeveloped land zoned for commercial uses
EAST	LC-2-B	Undeveloped land zoned for commercial uses
SOUTH	OCL SFU-2-B	Property located outside of the City Limits Established Neighborhood (Vista Ridge)
WEST	SFU-2-B	Neighborhood under construction (Vista Ridge Estates aka Carneros Ranch)

<b>COMPOSITE ZONING ORDINANCE &amp; SMARTCODE INTENT STATEMENTS</b>
---

**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 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.

**LC – LOCAL COMMERCIAL:**

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

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

**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 B:**

*Features:* 85% masonry 1<sup>st</sup> floor, 50% overall; 4 or more architectural features.

*Intent:*

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

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

### **COMPREHENSIVE PLAN STATEMENTS:**

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

- 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.
- Residential neighborhoods are the predominate land use within the City and it's ETJ. Neighborhoods are primarily composed of single-family detached housing and include other compatible uses including parks, schools, and places of worship. Neighborhoods may be low to moderate density depending upon the topography and the feasibility of providing organized sewer service. Areas with steep topography, flood plain or other natural features that are intended to be preserved and served by on-site sewage systems will be the lowest density while areas that are relatively flat and where organized sewer systems are feasible will be of medium density. Residential neighborhoods provide connections to each other and to neighborhood, community and town center nodes. A variety of lot and house sizes are encouraged within residential neighborhoods.

### **ANALYSIS:**

The applicant is requesting to rezone the property to MF-2-B (Multi-Family) and LC-2-B (Local Commercial) in order to allow for the development of a multi-family community and retail center at this location. There are established single-family neighborhoods located to the west and south with commercial zoning located along Bagdad Road and to the north. The proposal is to add more MF-2-B zoning to the north of the property and add LC-2-B zoning to the site. Currently there are 11.7 acres of MF-2-B zoning and 5.94 acres of LO-2-B zoning. The new total would be 13.83 acres of MF-2-B and 3.58 acres of LC-2- B zoning.

The proposed MF use component would permit the construction of multi-family units. The intent of this use component is to serve as a buffer between single-family neighborhoods and more intensive uses such as commercial uses or arterial roadways. In this situation, the proposed multi-family would serve as a buffer between the existing residential and S Bagdad Road. This use component is also intended to create more variety in housing opportunities 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. Access to this project would be from S Bagdad Road which is classified as a major arterial on the Transportation Plan.

The Type 2 site component would require that 35% of the multi-family units have an enclosed garage parking space. This site component would also limit the outdoor uses associated with the nonresidential development. This site component does allow for drive through service lanes and accessory buildings. This site component does not allow outdoor storage, display, overhead service doors, carwashes or fueling stations.

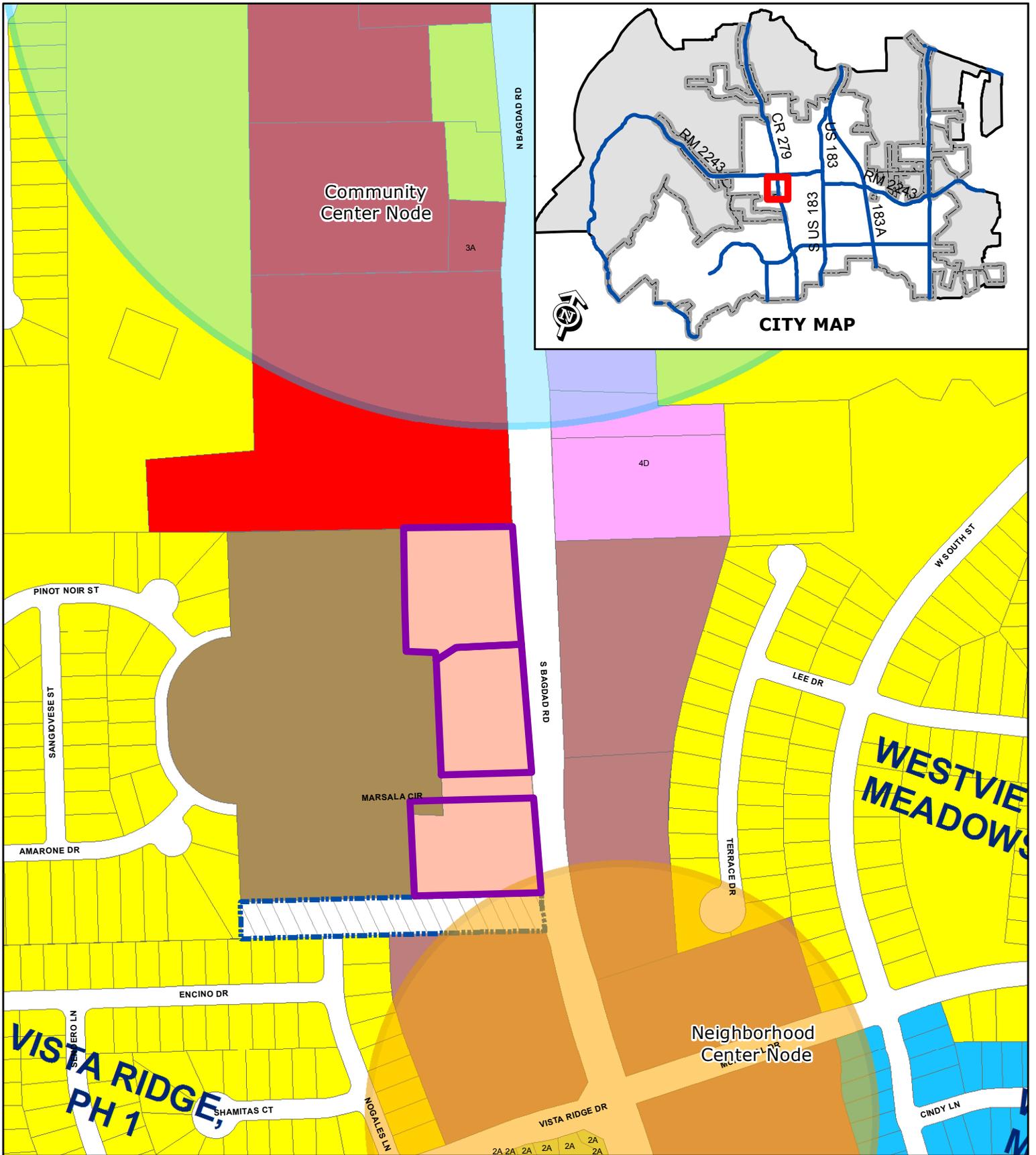
The Type B architectural component would permit a maximum density of 18 units per acre for the multi-family portion of the property and requires that the buildings consist of eight-five (85%) percent masonry for the first story walls and fifty (50%) percent masonry on second story walls.

This property is located within the area designated for residential neighborhoods on the Future Land Use Map. Residential neighborhoods are the predominate land use within the City and it's ETJ. Neighborhoods are primarily composed of single-family detached housing and include other compatible uses including parks, schools, and places of worship. Neighborhoods may be low to moderate density depending upon the topography and the feasibility of providing organized sewer service. Residential neighborhoods provide connections to each other and to neighborhood, community and town center nodes. A variety of lot and house sizes are encouraged within residential neighborhoods.

The property is adjacent to a Neighborhood Center that is centered at the intersection of Municipal Drive and South Bagdad Road. These nodes are approximately one quarter mile in diameter and incorporate approximately 30 acres. These areas are intended for neighborhood scale commercial, retail and office uses that serve the immediately adjacent neighborhoods. These areas are also intended for higher density single-family, two-family and other compatible housing types including townhouses and condominiums. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

**STAFF RECOMMENDATION:**

Staff recommends approval of the requested MF-2-B (Multi-Family) district and denial of the LC-2-B (Local Commercial) district. This property is not located within a node identified on the Future Land Use Map. The Comprehensive Plan does not support this zoning district within the residential neighborhood area. The LC use component is more appropriate closer to the intersection of Vista Ridge Drive and South Bagdad Road. In addition, the proposed MF-2-B zoning district will serve as a buffer between South Bagdad Road and the neighborhood that is currently under construction to the west.



**ZONING CASE 14-Z-031**

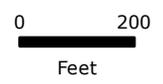
**Attachment #2**

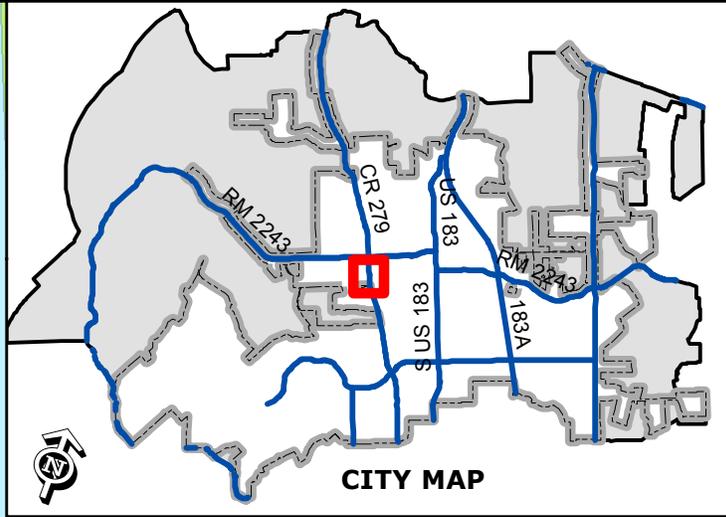
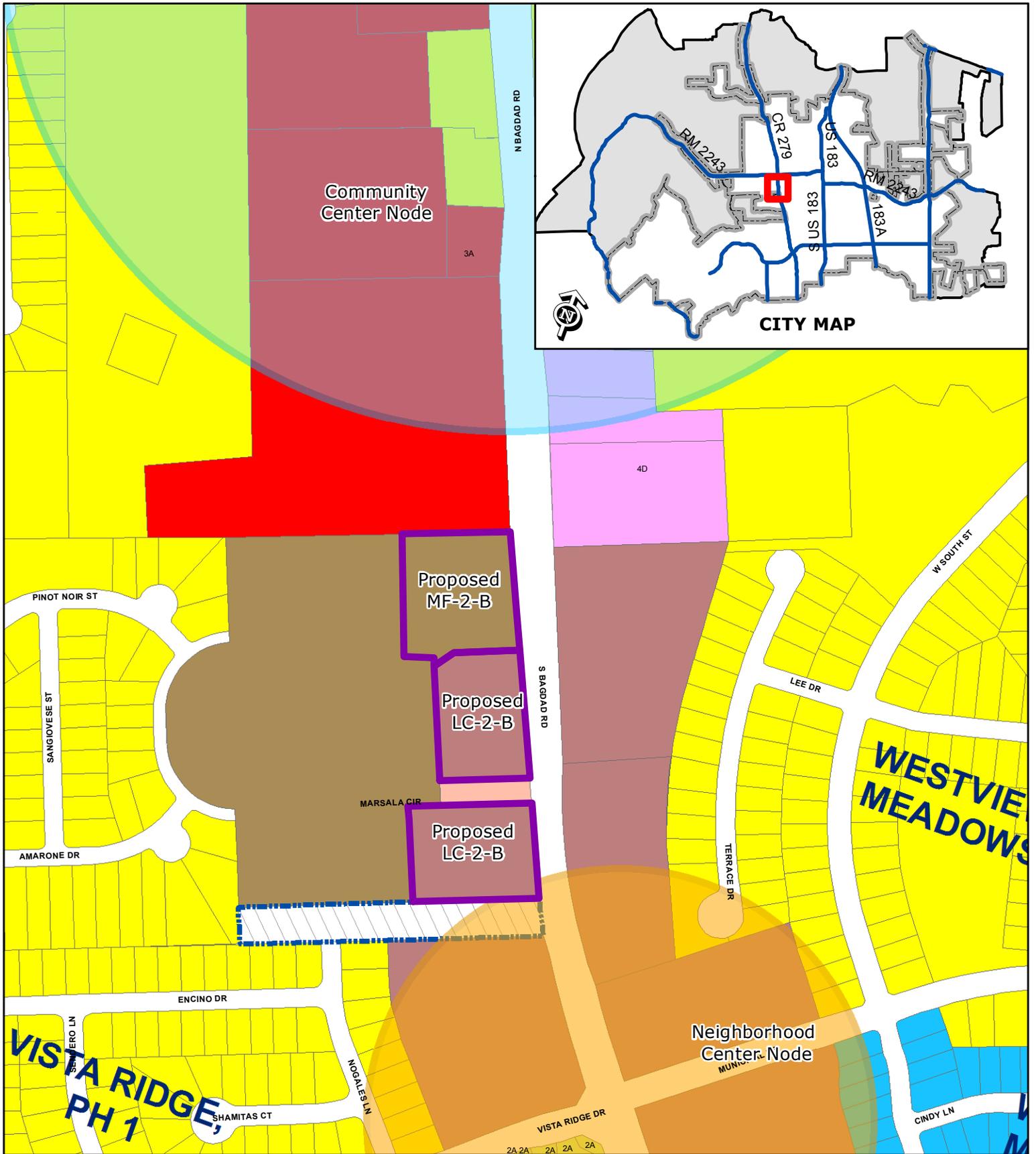
Current Zoning Map  
Village at Carneros



-  Subject Property
-  City Limits

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



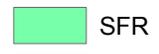


**ZONING CASE 14-Z-031**

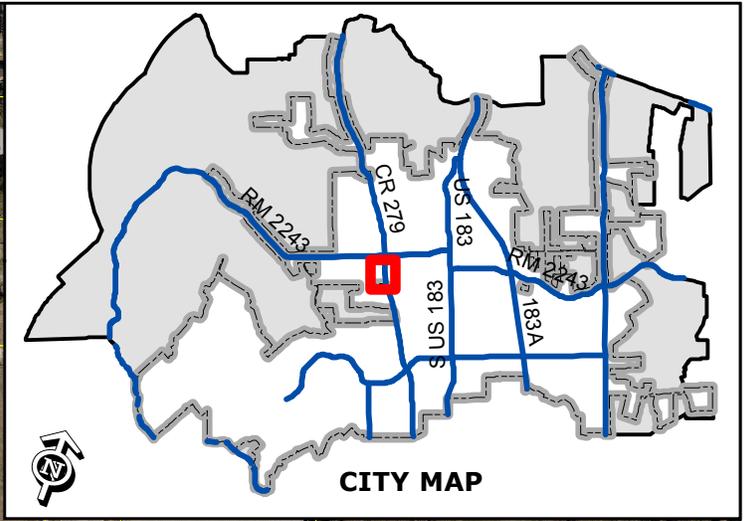
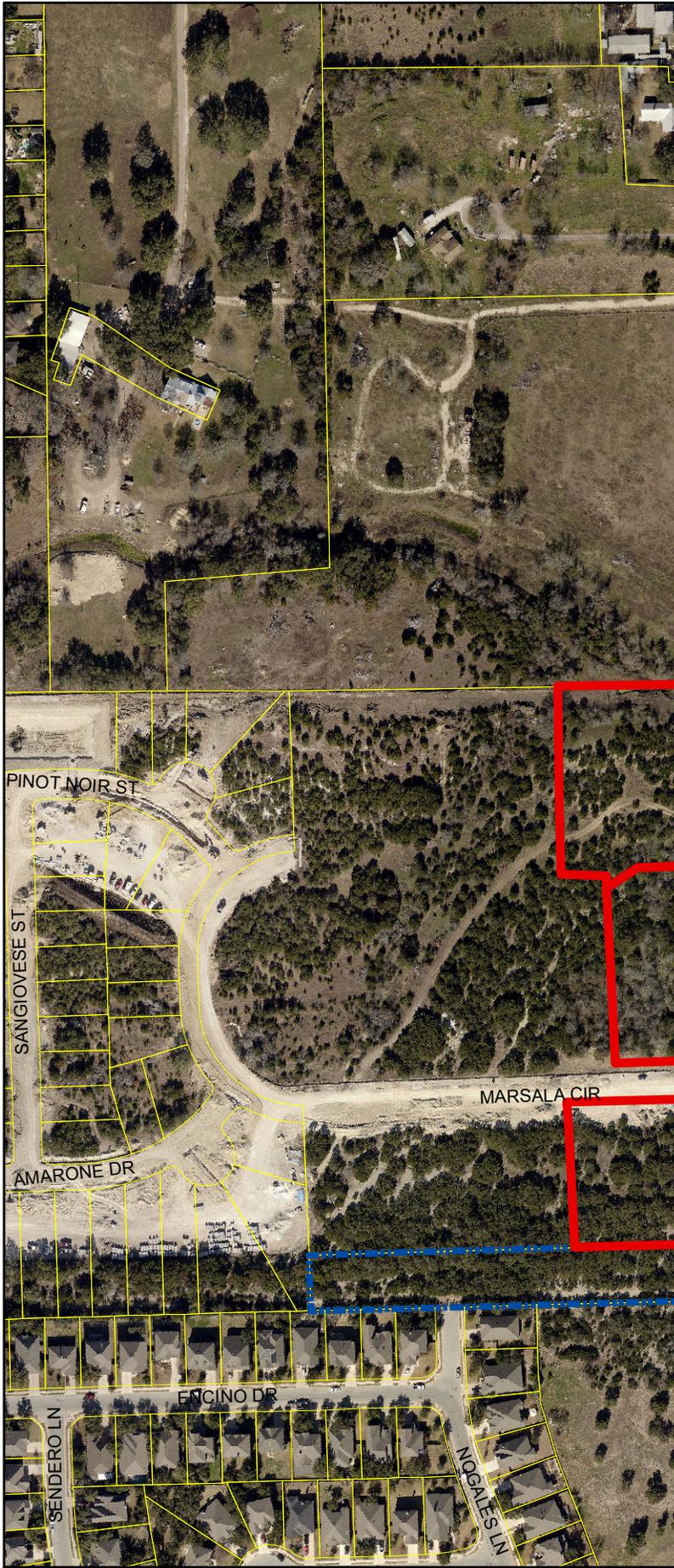
**Attachment #3**

Proposed Zoning Map  
Village at Carneros

-  Subject Property
-  City Limits

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





**ZONING CASE 14-Z-031 Attachment #4**

Aerial Exhibit - Approximate Boundaries  
Village of Carneros



- Subject Property
- City Limits

## Letter of Intent for Zoning Change

We would like to request a zoning change property along Bagdad Road from “LO-2-B” (A1) to “MF-2-B” in order to get a better use of the Multi Family site. The water detention of this parcel will be located at the northern corner of (A1).

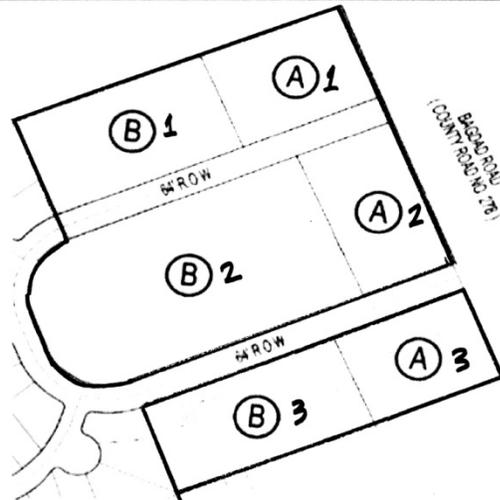
Secondly, we would like to rezone “LO-2-B” (A2) to “LC-2B” To support the immediate area and surrounding.

Thirdly, to rezone the “LO-2-B” (A3) TO “LC-2-B”

This lower parcel requires a separate water detention from the multi family due to Marsala Circle has been constructed.

This Multi family project will be acting as the transition or buffering site between the surrounding GC, LC and Carneros Ranch single family to the West.

PHASE	PARCEL	ZONING	ACRES	USE / LOT COUNT
ONE	A	LO	5.13	LOCAL OFFICE
	B	MF	10.45	MULTI-FAMILY



**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PORTION OF A TRACT OF LAND FROM LO-2-B (LOCAL OFFICE) TO 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 portion of a parcel of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 2.13 acres, more or less, generally located at the northwest corner of the intersection of South Bagdad Road and Marsala Circle in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 2.13 acres out of the Moses S. Hornsby Survey Abstract 292; identified by tax identification number R430194; more particularly described in document number 1993005005 recorded in the Williamson County Official Public Records.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from LO-2-B (Local Office) to MF-2-B (Multi-Family) 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 18<sup>th</sup> day of December, 2014.  
**FINALLY PASSED AND APPROVED** on this the 15<sup>th</sup> day of January, 2015.

**THE CITY OF LEANDER, TEXAS**

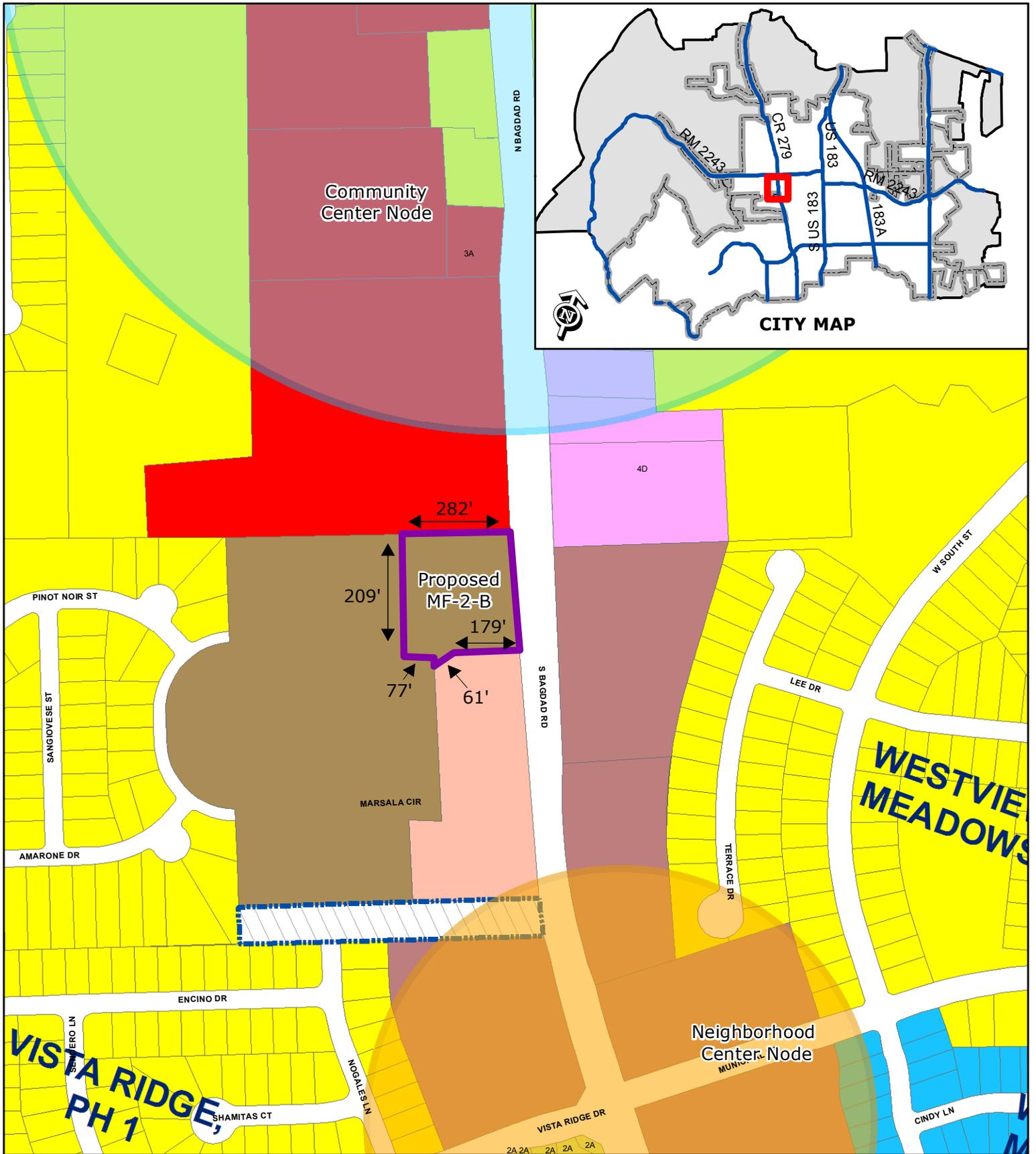
**ATTEST:**

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Christopher Fielder, Mayor

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Debbie Haile, City Secretary



**ZONING CASE 14-Z-031**

**Exhibit A**

Proposed Zoning Map  
Village at Carneros



-  Subject Property
-  City Limits

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





**Executive Summary**

**January 15, 2014**

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**Agenda Subject:** Second public hearing on the proposed annexation of a certain area of land being 166.47 acres, more or less, in Williamson County, Texas, and being generally located north of Crystal Falls Parkway, south of Old 2243 West and west of Bagdad Road, also known as the Falcon Oaks area.

**Background:** On March 6, 2014, Council adopted an ordinance amending the City's annexation plan to add the Falcon Oaks area to the plan. Property owners within the area were notified of the inclusion of their property in the annexation plan. Staff notified existing service providers in the area requesting an inventory of services currently provided. No responses were received by the deadline and the inventory of services was completed and posted on the City's web site.

The public hearings on the annexation are required to be completed within 90 days after the inventory of services is completed. Based upon the annexation calendar these public hearings must be completed by January 30, 2015. The first public hearing was conducted on December 18, 2014.

By State law, the Williamson County Commissioners Court is required to appoint 5 representatives from the area being annexed to negotiate with the City on the provision of services to the area upon annexation. The Commissioners Court will be appointing the five representatives in December. After the public hearings, City staff will meet with the appointed representatives to negotiate the services to be provided to the area and complete the service plan by August 31, 2015.

**Origination:** City of Leander

**Financial**

**Consideration:** The cost of providing services will be determined as the service plan is finalized.

**Recommendation:** Staff recommends conducting the second public hearing.

**Attachments:**

1. Annexation Plan Ordinance
2. Annexation schedule
3. Map exhibit of annexation area
4. Annexation service plan

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

1/7/2015

**ORDINANCE NO. 14-010-00**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ANNEXATION PLAN TO ADD A PROPERTY TO THE PLAN; PROVIDING FOR THE AMENDMENT OF THE ANNEXATION PLAN; PROVIDING FOR ANNEXATIONS EXEMPT FROM THE ANNEXATION PLAN; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, it is necessary and reasonable for the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) to provide, modify and amend the annexation plan for land in the extra territorial jurisdiction of the City; and

**WHEREAS**, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City.

**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. Annexation Plan.** The Annexation Plan, adopted January 2, 2003, and subsequently amended January 20, 2005 to remove all properties listed in the Annexation Plan, is hereby amended to add a property to the Annexation Plan. The amended and revised Annexation Plan attached as Exhibit “A” is hereby adopted. From time to time the City Council may amend the Annexation Plan to add or remove properties. The Annexation Plan shall consist of all properties to be annexed under the City Charter and Texas Local Government Code § 43.052 that are not exempt from the Annexation Plan. Upon the addition of any property to the Annexation Plan, the city staff is hereby directed to enter the dates of completion of each task indicated on the Annexation Plan and to complete the dates in a timely fashion consistent with Chapter 43.

**Section 3. Annexations Exempt from the Plan.** All annexations by petition or under authority conferred to the City pursuant to the Texas Local Government Code that fall within one of the following categories shall not be placed on the Annexation Plan, land areas that:

- a. contain fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract;
- b. will be annexed by petition of more than 50 percent of the real property owners in the area proposed for annexation or by vote or petition of the qualified voter or real property owners;

- c. were the subject of:
  - (i.) an industrial district contract under § 42.044, Tex. Loc. Gov't Code; or
  - (ii.) a strategic partnership agreement under Section § 43.0751, Tex. Loc. Gov't Code.
- d. are located in a colonia;
- e. are annexed under specific annexation grants in the Tex. Loc. Gov't Code, such areas being:
  - (i.) owned by the City;
  - (ii.) a navigable stream adjacent to and within the ETJ of the City; or
  - (iii.) authorized to be annexed pursuant to §§ 43.029, 43.031 or 43.035 Tex. Loc. Gov't Code; or
  - (iv.) as otherwise authorized pursuant to Tex. Loc. Gov't Code, Chapter 43.
- f. are located completely within the boundaries of a closed military installation; or
- g. the municipality determines are necessary to be annexed to protect the City or an area proposed for annexation from:
  - (i.) imminent destruction of property or injury to persons; or
  - (ii.) a condition or use that constitutes a public or private nuisance as defined by background principles of nuisance and property law of this state.

**Section 4. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

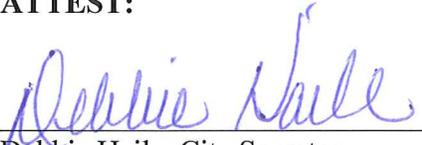
**Section 5. Amendment of Ordinance No. 02-058-01.** Ordinance number 02-058-01 is hereby amended in its entirety as provided in this Ordinance and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. The effect of the amendment is to add to the Annexation Plan a property that is not exempt. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

**Section 6. Effective Date.** This Ordinance shall be in force and effect from and after its passage on the date shown below.

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

**PASSED AND APPROVED** on this the 6<sup>th</sup> day of March, 2014.

**ATTEST:**

  
Debbie Haile, City Secretary

**THE CITY OF LEANDER, TEXAS**

  
Christopher Fielder, Mayor



Annexation Plan for the City of Leander  
[March 6, 2014]

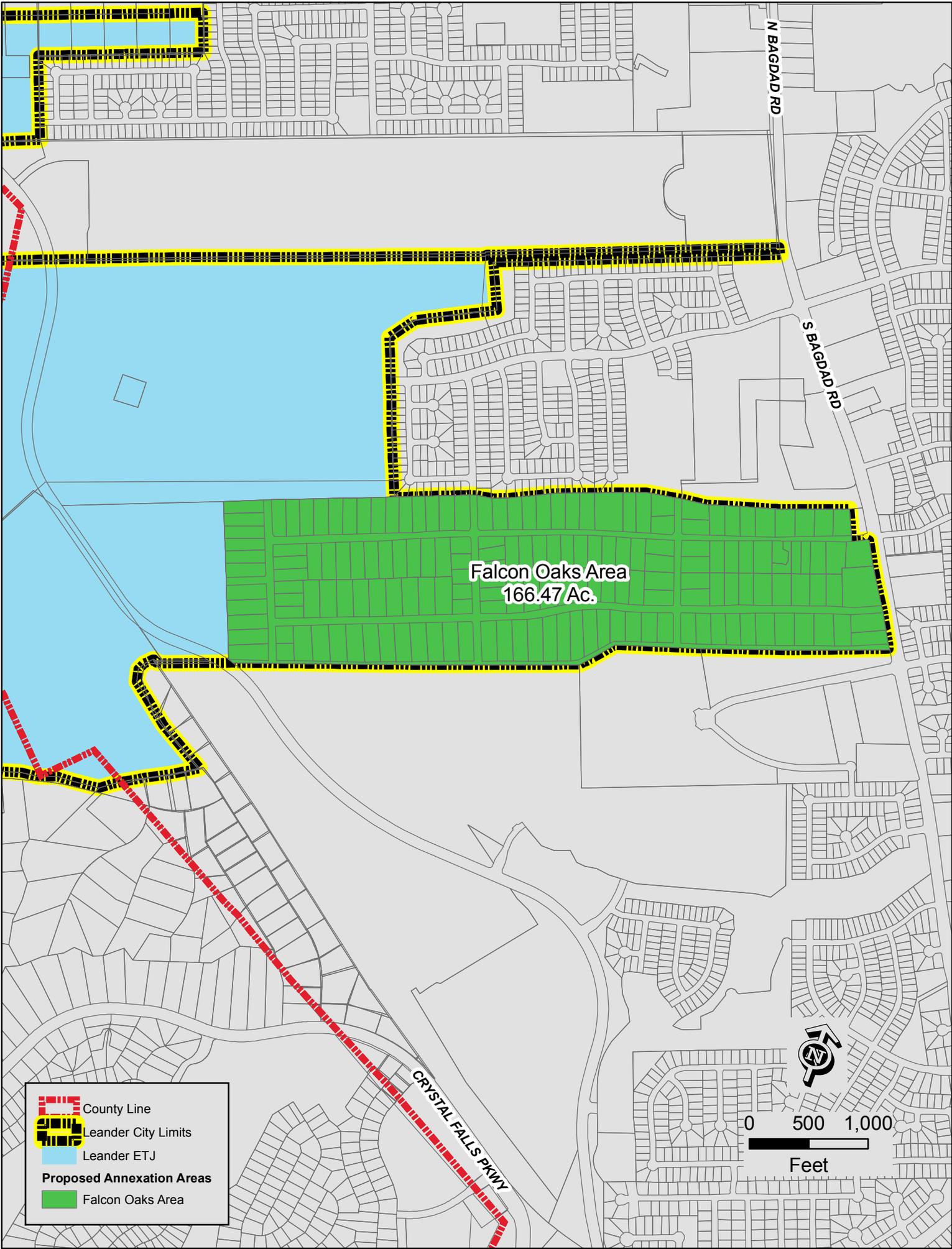
EXHIBIT "A"

Property Description	Date: Added to Plan	Date: Inventory Complete	Date: Service Plan Draft	Date: Removed from Plan
Falcon Oaks Subdivision	March 6, 2014			

**SCHEDULE FOR ANNEXATION APPLICABLE ONLY TO PROPERTY  
INCLUDED IN AN ANNEXATION PLAN - FALCON OAKS SUBDIVISION**

STEP	DATE	ACTION/EVENT
1	March 6, 2014	<b>COUNCIL BY WRITTEN ORDINANCE</b> amended Annexation Plan to include Falcon Oaks Subdivision (Loc. Gov't Code §§ 43.051 & 43.052)
2	After adoption of Annexation Plan Amendment	<b>POST AND MAINTAIN ANNEXATION PLAN ON CITY'S WEBSITE</b> (Loc. Gov't Code §43.052(j))
3	By June 4, 2014	<b>NOTICE TO PROPERTY OWNERS AND SERVICE PROVIDERS</b> of inclusion of property in Annexation Plan (If applicable, Notice to Railroad) (Loc. Gov't Code §43.052(f)) <b>INCLUDE REQUEST TO SERVICE PROVIDERS</b> for information necessary to compile inventory of services and facilities in <b>Step 4</b> <i>[Note: Service Providers have 90 days to provide the requested information, unless the City and the service provider agree to an extension.]</i> (Loc. Gov't Code § 43.053(c) – (f))
4	By the 60 <sup>th</sup> day after receiving information from service providers ( <u>November 1, 2014 latest possible deadline if notice sent June 4th, unless agreed to extend the period for providing the information</u> )  [Generally 8 months after adoption of the Annexation Plan]	<b>COMPLETE INVENTORY OF SERVICES AND FACILITIES</b> provided by services provides to the area in the Annexation Plan. <b>MAKE INVENTORY AVAILABLE</b> for public inspection. (Loc. Gov't Code, § 43.053(g))  City may monitor the services provided in the area proposed for annexation and verify the inventory information provided by the service provider. (Loc. Gov't Code, § 43.053(h))  <i>[Note: If service providers do not provide the requested information within 90 days or by the agreed extension deadline, the City is not obligated to include the service in the inventory]</i> (Loc. Gov't Code, § 43.053(c))
5	Before the public hearings in Step 7  [Generally 10 months after amendment of the Annexation Plan]	<b>COMPLETE A DRAFT SERVICE PLAN</b> for extension of municipal services to the area in the Annexation Plan (Loc. Gov't Code § 43.056(j))
6	Not less than 10 days nor more than 20 days before each public hearing	<b>NEWSPAPER NOTICE OF PUBLIC HEARINGS</b> <b>NOTICE BY CERTIFIED MAIL TO SERVICE PROVIDERS</b> and, if applicable, to the Railroad <b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact) <b>POST NOTICE ON WEB SITE</b> and <b>MAINTAIN UNTIL COMPLETE</b> (Loc. Gov't Code § 43.0561(c))
7	By the 90 <sup>th</sup> day after the Inventory complete and made available to the public ( <u>January 30, 2015 latest possible deadline, unless extension to provide the service information</u> )  [Generally 11 months after adoption of the Annexation Plan]	<b>HOLD TWO PUBLIC HEARINGS</b> <i>[Note: The Council has some flexibility in scheduling these hearings. For example, Council could hold the public hearings at two consecutive, regularly scheduled meetings, as long as both hearings are held before the 90<sup>th</sup> day after completion of the Inventory in Step 4.]</i> (Loc. Gov't Code, § 43.0561(a))  At least one hearing must be held in the area proposed for annexation if a suitable site is available and more than 20 adult, permanent residents of the area to be annexed file a written protest within 10 days after the date of publication of the hearing notice. (Loc Gov't Code § 43.0561(b))

8	After the public hearings	<p><b>NEGOTIATE WITH PROPERTY OWNERS FOR THE PROVISION OF SERVICES TO THE ANNEXED AREA</b>  (Loc. Gov't Code, §§ 43.0562 -- 43.0564 (a)).  County commissioner's court shall select five representatives to negotiate with the City for provision of services. (Loc. Gov't Code §43.0562(b)). The City may negotiate and enter a written agreement with the representatives for the provision and funding of services to the area. (Loc. Gov't Code §43.0563(a)). If the parties cannot reach an agreement, either party may request arbitration in writing before the 60<sup>th</sup> day after the service plan is completed in <b>Step 9</b>. (Loc. Gov't Code §43.0564(a))</p>
9	<p><b>By the 10<sup>th</sup> month after completion of the Inventory in Step 4.</b>  <i>(August 31, 2015 latest possible deadline)</i></p> <p><b>[Generally 18 months after adoption of the Annexation Plan]</b></p>	<p><b>COMPLETE MUNICIPAL SERVICES PLAN</b> for extension of municipal services to the area in the Annexation Plan  (Loc. Gov't Code § 45.056(a))</p>
10	<p><b><u>Institution Date</u></b>  <b>March 9, 2017</b></p> <p><b>[Property may be annexed not earlier than March 6, 2017 and not later than April 5, 2017]</b></p>	<p><b>FIRST READING OF ORDINANCE</b>  <i>[Note: Property included in the Annexation Plan cannot be annexed sooner than the third anniversary of the date the property is included in the Annexation Plan, and must be annexed no later than the 31<sup>st</sup> day after the third anniversary of the date the property was included in the Annexation Plan.]</i>  (Loc. Gov't Code, §§ 43.052(c) &amp; (g))</p>
11	<p><b>March 16, 2017</b></p> <p><b>[Property may be annexed not earlier than March 6, 2017 and not later than April 5, 2017]</b></p>	<p><b>SECOND-FINAL READING OF ORDINANCE</b>  [See note in <b>Step 10</b>]</p>
12	<p>By April 14, 2017</p>	<p><b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar  Election Code §42.0615</p> <p><b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b></p> <ol style="list-style-type: none"> <li>1. County Clerk</li> <li>2. County Appraisal District</li> <li>3. County Tax Assessor Collector</li> <li>4. 911 Addressing</li> <li>5. Sheriff's Office</li> <li>6. City Department Heads</li> <li>7. State Comptroller</li> <li>8. Franchise Holders</li> </ol>



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

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

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

**WHEREAS**, the subject property is included in the municipal annexation plan;

**WHEREAS**, infrastructure provided for herein and that are 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

**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 within 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.** 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) The subject property currently receives water service from City's system. New requests for service shall be 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 property's 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 property as required in City ordinances. Upon acceptance of the water lines within the subject property 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 property's 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) Residential homes and businesses within the subject property are currently using on-site sewer facilities. If connected to the City's wastewater utility system, the subject property's 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 property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property 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.

(iv) In addition to the services listed above, the City will provide full municipal services to the subject property commensurate with the levels of services provided in other parts of the City except if differences in topography, land use, and population density constitute a sufficient basis for providing different levels of service, no later than two and one-half (2-½) years after the effective date of the full-purpose annexation. If full municipal services cannot be reasonably provided within the aforementioned time period, the City will propose a schedule for providing said services within a period of four and one-half (4-½) years after the effective date of the annexation. “Full municipal services” are services provided by the City within its full-purpose boundaries, excluding gas or electrical service. The City shall provide the services by and of the methods by which it extends the services to any other area of the City.

(3) **Capital Improvements.** The City will initiate acquisition or construction of capital improvements necessary for providing full municipal services adequate to serve the subject property. Any such construction shall be substantially completed within two and one-half (2-½) years after the effective date of the full-purpose annexation. If capital improvements necessary for providing full municipal services for the subject property cannot be reasonably constructed within the aforementioned time period, the City will propose a schedule for providing said services within a period of four and one-half (4-½) years. Any such construction of capital improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices.

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

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



**Executive Summary**

**January 15, 2015**

**Agenda Subject:** First public hearing on the proposed annexation of a certain area of land being 35.48 acres, more or less, located in Williamson County, Texas, comprised of three (3) parcels of land being 21.690 acres, more or less, 12.580 acres, more or less, and 1.210 acres, more or less, and being generally located south of Highway 29, east of Ronald Reagan Boulevard and north of Kauffman Loop..

**Background:** The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its December 4, 2014 meeting. The properties include three tracts of land totaling approximately 35.48 acres along Ronald W. Reagan Blvd. south of Highway 29 at the intersection of Kaufman Loop and part of the Wedemeyer Ranch. The resolution set the two public hearings for January 15, 2015 and January 29, 2015. The first reading of the ordinance is scheduled for February 19, 2015 and the second and final reading is scheduled for March 5, 2015.

This is a voluntary annexation consistent with the development agreement for the Wedemeyer Ranch property.

**Origination:** Applicants

**Recommendation:** Staff recommends conducting the first public hearing.

**Attachments:**

1. Annexation schedule
2. Location maps
3. Annexation service plan

**Prepared by:** Tom Yantis, AICP  
Assistant City Manager

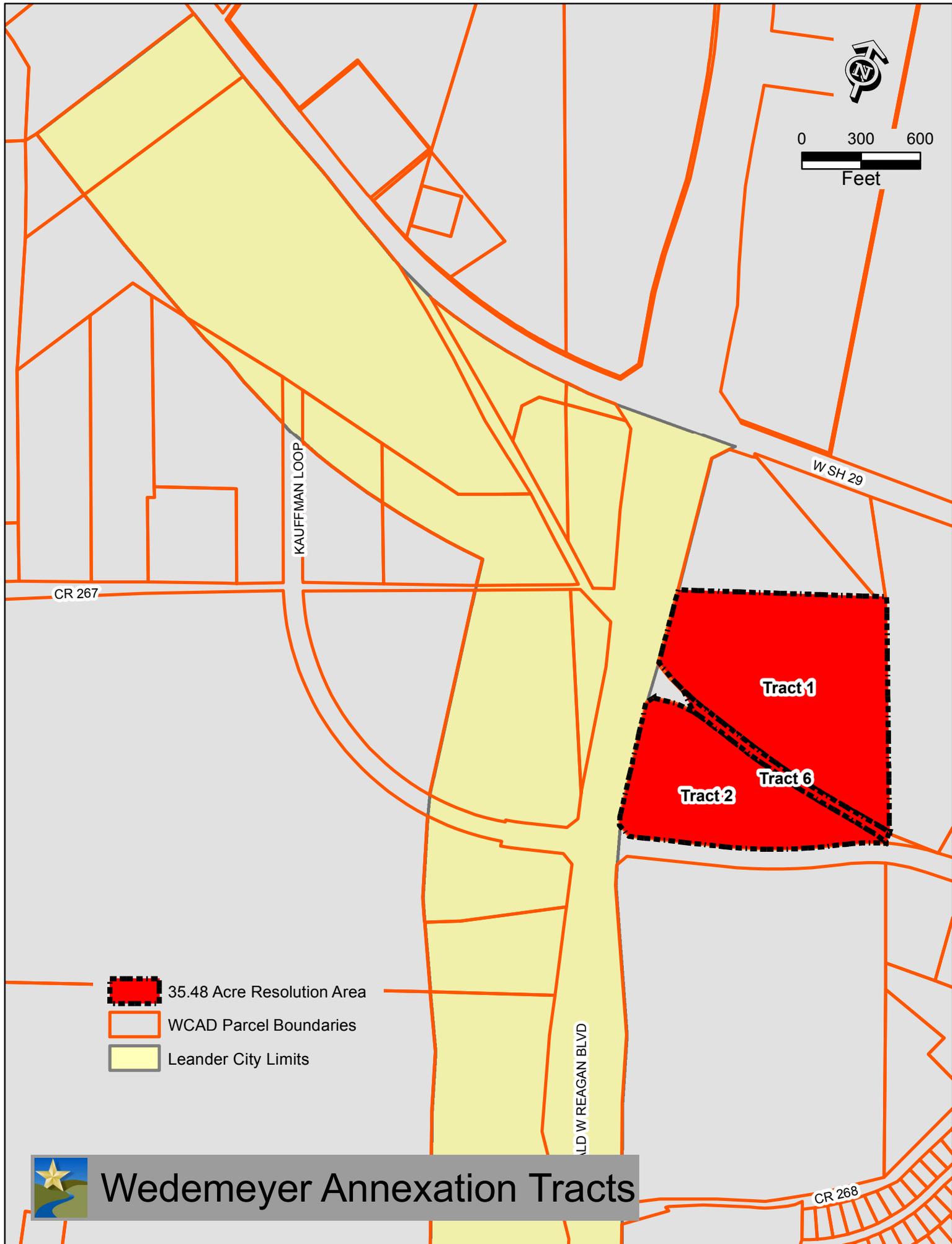
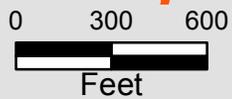
1/7//2015

**SCHEDULE FOR VOLUNTARY ANNEXATION  
WEDEMEYER PROPERTY**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
November 20, 2014	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>January 15, 2015 and January 29, 2015</b> ; 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.
<b>By December 15, 2014</b>	<b>NOTICE TO</b> property owners & utility providers	Loc. Gov't Code § 43.062(a)
<b>December 31, 2014**</b> Publish notice of First Public Hearing and send school district notice	<b>NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS</b> ; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b>	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
<b>January 14, 2015**</b> Publish notice of Second Public Hearings	<b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (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)
<b>January 15, 2015*</b>	<b>1st PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
<b>January 29, 2015*</b>	<b>2nd PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date <b>February 19, 2015*</b>	<b>FIRST READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
March 5, 2015; Or at a special called meeting after the 1st First Reading	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Not more than 90 days after 1 <sup>st</sup> reading of Ordinance § 43.064.
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> 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	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  <ol style="list-style-type: none"> <li>1. County Clerk</li> <li>2. County Appraisal District</li> <li>3. County Tax Assessor Collector</li> <li>4. 911 Addressing</li> <li>5. Sheriff's Office</li> <li>6. City Department Heads</li> <li>7. State Comptroller</li> <li>8. Franchise Holders</li> </ol>	

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

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



-  35.48 Acre Resolution Area
-  WCAD Parcel Boundaries
-  Leander City Limits



# Wedemeyer Annexation Tracts

CR 268



**Executive Summary**

**January 15, 2015**

**Agenda Subject:** First public hearing on the proposed annexation of a certain area of land being 261.17 acres, more or less, located in Williamson County, Texas, comprised of four (4) parcels of land being 63.729 acres, more or less, 63.619 acres, more or less, and 127.269 acres, more or less, and 6.553 acres, more or less, and being generally located east of County Road 279, north of Collaborative Way and the Savannah Ranch Subdivision.

**Background:** The Council approved the resolution accepting the petition for voluntary annexation for the subject tracts of land at its November 20, 2014 meeting. The properties include the four tracts of land totaling approximately 261.17 acres north of San Gabriel Blvd and east of Bagdad Road. The resolution set the two public hearings for January 15, 2015 and January 29, 2015. The first reading of the ordinance is scheduled for February 19, 2015 and the second and final reading is scheduled for March 5, 2015.

This is a voluntary annexation.

**Origination:** Applicants

**Recommendation:** Staff recommends conducting the first public hearing

**Attachments:**

1. Annexation Schedule
2. Location maps
3. Annexation service plan

**Prepared by:** Tom Yantis, AICP  
Assistant City Manager

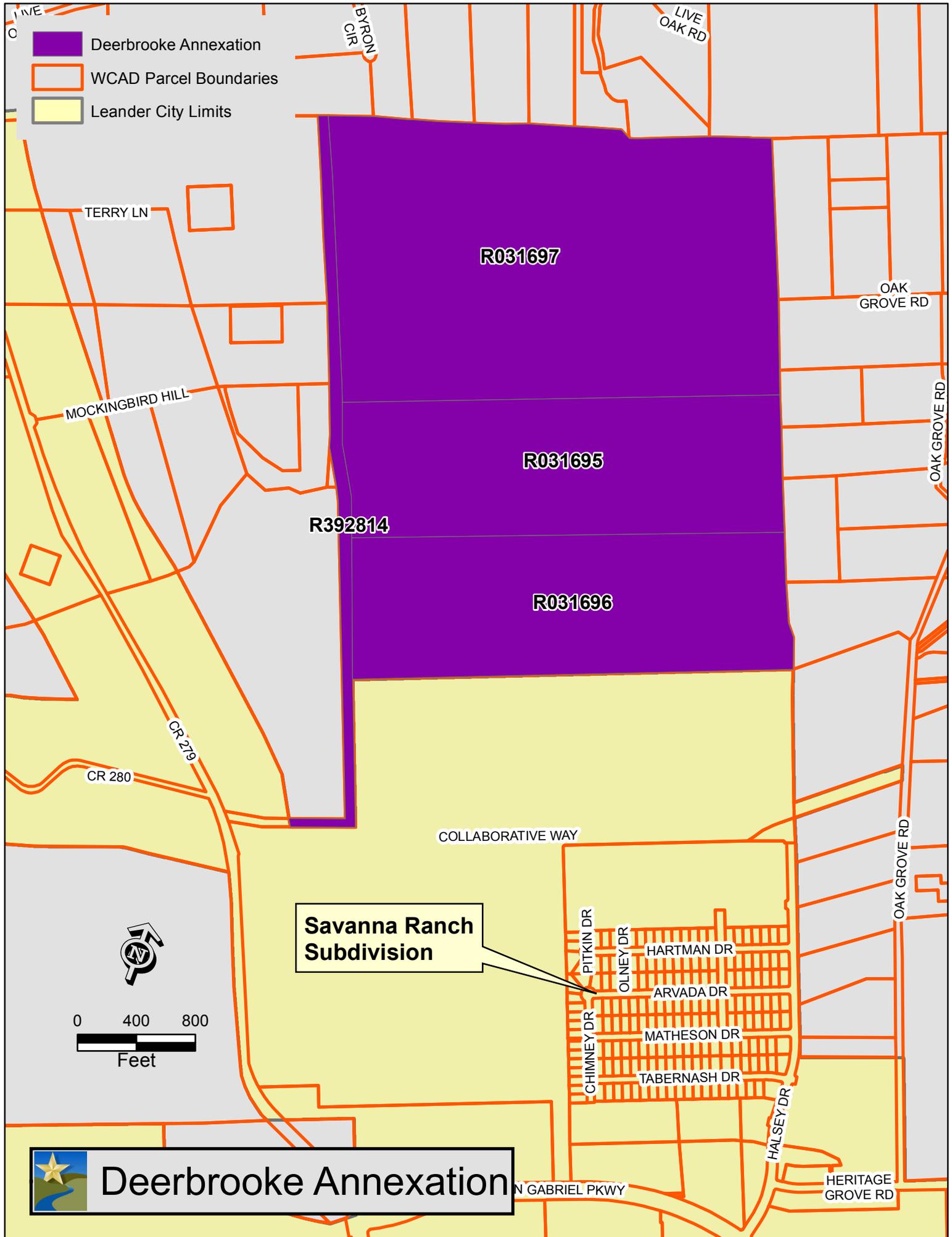
1/7/2015

**SCHEDULE FOR VOLUNTARY ANNEXATION  
DEERBROOKE SUBDIVISION +/- 261.17 ACRES**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
November 20, 2014	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>January 15, 2015 and January 29, 2015</b> ; 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.
<b>By December 15, 2014</b>	<b>NOTICE TO</b> property owners & utility providers	Loc. Gov't Code § 43.062(a)
<b>December 31, 2014**</b> Publish notice of First Public Hearing and send school district notice	<b>NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS</b> ; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b>	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
<b>January 14, 2015**</b> Publish notice of Second Public Hearings	<b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (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)
<b>January 15, 2015*</b>	<b>1st PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
<b>January 29, 2015*</b>	<b>2nd PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date <b>February 19, 2015*</b>	<b>FIRST READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
March 5, 2015; Or at a special called meeting after the 1st First Reading	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Not more than 90 days after 1 <sup>st</sup> reading of Ordinance § 43.064.
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> 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	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  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.



-  Deerbrooke Annexation
-  WCAD Parcel Boundaries
-  Leander City Limits

R031697

R031695

R392814

R031696

Savanna Ranch  
Subdivision

 Deerbrooke Annexation



**Executive Summary**

**January 15, 2015**

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**Agenda Subject:** Public Hearing on the Issuance of an Amount not to Exceed \$30,000,000 "City Of Leander, Texas Combination Tax And Revenue Certificates Of Obligation, Series 2015."

**Background:** Prior to taking action regarding authorizing the sale of the proposed Certificates of Obligation, a public hearing is required. The principal amount is anticipated to be \$28,385,000. We will present the results of those bids and the pricing of the CO's at the City Council meeting. The proceeds will be used to fund the various CIP projects – including Old 2243 widening; Bagdad North widening; East Street; Municipal Drive; parkland, park improvements (Benbrook Park) and fire stations #4 and relocation of #1.

**Origination:** Finance.

**Financial Consideration:** N/A

**Recommendation:** N/A

**Attachments:** N/A

**Prepared By:** Robert G. Powers  
Finance Director



**Executive Summary  
January 15, 2015**

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**Agenda Subject:** Consideration and Action on an Ordinance Authorizing the Issuance of an Amount Not To Exceed \$30,000,000 "City Of Leander, Texas Combination Tax And Revenue Certificates Of Obligation, Series 2015"; Authorizing The Sale Thereof; And Enacting Provisions Incident And Related To The Issuance Of Said Certificates

**Background:** Our Financial Advisor, First Southwest, and the underwriting team led by JPMorgan Chase will be in the market on Thursday morning prior to the City Council meeting soliciting bids for the City's certificates of obligation. The principal amount is anticipated to be \$28,385,000. We will present the results of those bids and the pricing of the CO's at the City Council meeting. The proceeds will be used to fund the various CIP projects – including Old 2243 widening; Bagdad North widening; East Street; Municipal Drive; parkland, park improvements (Benbrook Park) and fire stations #4 and relocation of #1.

**Origination:** Finance

**Financial Consideration:** Estimated Annual debt service beginning in fiscal year 2016 (\$1,675,000) and thereafter (\$2,010,000) through 2035. With ad valorem tax base growth assumptions, staff anticipates that a tax increase will not be necessary. A shift of one to 1.5 cents between the M&O rate to the I&S rate, however, may be necessary next fiscal year until the I&S rate begins to drop due to the retirement of existing outstanding debt.

**Recommendation:** N/A

**Attachments:** Results and Ordinance to be provided

**Prepared By:** Robert G. Powers  
Finance Director

**ORDINANCE NO. 15-001-00**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$ \_\_\_\_\_  
"CITY OF LEANDER, TEXAS COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION, SERIES 2015"; AUTHORIZING THE  
SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND  
RELATED TO THE ISSUANCE OF SAID CERTIFICATES**

**WHEREAS**, the City Council of the City of Leander, Texas (the "City") originally determined that it should issue certificates of obligation in an amount not to exceed \$30,000,000 for the purpose of paying contractual obligations to be incurred for the (1) construction of City-wide road and street improvements and the acquisition of rights-of-way and easements therefor, (2) construction, acquisition and installation of additions, improvements and extensions to the City's Waterworks and Sewer System, (3) construction and equipping of two fire stations and the acquisition of sites therefor [site 1 in the North Central part of the City and site 2 in the East Central part of the City], (4) construction of park and recreational improvements on City park land, (5) acquisition of land for a new City park in the vicinity of U.S. Highway 183 and the South Fork San Gabriel River, and (6) payment of professional services and costs of issuance related thereto; and

**WHEREAS**, notice of public hearing and intention to issue said certificates of obligation for such purposes has been published in the *Hill Country News*, a newspaper found and determined to be of general circulation in the City of Leander, Texas, on November 27, 2014 and on December 4, 2014, the date of the first publication of such notice being before the thirtieth (30th) day prior to the tentative date stated therein for the passage of this ordinance; and

**WHEREAS**, on January 15, 2015, the City Council of the City of Leander, Texas, convened at 7:00 p.m. and after a public hearing, considered passage of an ordinance authorizing the issuance of said certificates of obligation (the "Ordinance"); and

**WHEREAS**, the certificates of obligation in the principal amount of \$ \_\_\_\_\_ should be sold for cash in accordance with the provisions of Texas Local Government Code § 271.052, as amended; and

**WHEREAS**, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary or any other City official on or prior to the date of the passage of this Ordinance; and

**WHEREAS**, this City Council hereby finds and determines that the above specified certificates of obligation described in said notice should be issued and sold at this time in the amount and manner hereinafter provided;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Authorized Officials" means the Mayor, City Secretary, City Manager and/or Chief Financial Officer of the City.

"Certificate" or "Certificates" means the Certificates authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015," in the aggregate principal amount of \$\_\_\_\_\_.

"City" means the City of Leander, Texas.

"City Council" means the City Council of the City.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Designated Payment/Transfer Office" means the office of the Paying Agent which is designated for the presentment of the Certificates.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Certificate" means the initial certificate described in Sections 3.04(d) and 6.02(e) of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.04 of this Ordinance.

"Interest Payment Date" means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2016.

"Mayor" means the Mayor of the City.

"Owner" or "Registered Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially BOKF, NA dba Bank of Texas, Austin, Texas, or any successor thereto as provided in this Ordinance.

"Purchase Contract" means the Purchase Contract pertaining to the Certificates, by and between the City and the Underwriters, approved in Section 7.01 of this Ordinance.

"Record Date" means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 3.06(a) of this Ordinance.

"Surplus Revenues" means those revenues of the City's Waterworks and Sewer System available after deduction of the reasonable expenses of operation and maintenance of said Waterworks and Sewer System and payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from and secured by a lien on and pledge of all or part of the net revenues of said Waterworks and Sewer System.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Certificates as the same come due and payable and remaining unclaimed by the Owners of Certificates for 90 days after the applicable payment or redemption date.

"Underwriters" mean J.P. Morgan Securities LLC, Piper Jaffray & Co., and William Blair & Company.

“Waterworks and Sewer System” means the City’s combined water and sewer utility system.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES  
CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates.

Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax within legal limitations on each \$100 valuation of taxable property in the City, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same

shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually and transferred by the Authorized Officials to the Interest and Sinking Fund for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) The City's annual budget shall reflect the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City.

(b) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount of the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City.

(c) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

#### Section 2.02. Revenue Pledge.

(a) The Certificates are additionally secured by and shall be payable from a limited pledge, not to exceed \$1,000, of the Surplus Revenues of the City's Waterworks and Sewer System, such pledge authorized pursuant to Chapter 1502, Texas Government Code, as amended. Notwithstanding the requirements of Section 2.01, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would be required to be levied pursuant to Section 2.01 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund.

(b) The Surplus Revenues, when and as received by the City, are hereby pledged to the payment of the Certificates and shall be deposited into the Interest and Sinking Fund.

Section 2.03. Effect of Pledge.

Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Certificates and the pledge of the combination of taxes and revenues thereof granted by the City under Sections 2.01 and 2.02 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the combination of taxes and revenues granted by the City under Sections 2.01 and 2.02 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.04. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015 Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.05. Construction Fund.

(a) A special fund or account, to be designated the "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates (other than proceeds representing accrued interest on the Certificates and any premium on the Certificates that is not used to pay costs of issuance in which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund and payments therefrom shall be used solely for the purpose of paying contractual obligations to be incurred for the (1) construction of City-wide road and street improvements and the acquisition of rights-of-way and easements therefor, (2) construction, acquisition and installation of additions, improvements and

extensions to the City's Waterworks and Sewer System, (3) construction and equipping of two fire stations and the acquisition of sites therefor [site 1 in the North Central part of the City and site 2 in the East Central part of the City], (4) construction of park and recreational improvements on City park land, (5) acquisition of land for a new City park in the vicinity of U.S. Highway 183 and the South Fork San Gabriel River, and (6) payment of professional services and costs of issuance related thereto (the "Project").

(b) Surplus Construction Funds. Any moneys remaining in the Construction Fund after completion of the entirety of the Project shall be deposited in the Interest and Sinking Fund.

Section 2.06. Security of Funds.

All moneys on deposit in the Interest and Sinking Fund and the Construction Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of City funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS  
REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Leander, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of \$\_\_\_\_\_ for the purpose of paying contractual obligations to be incurred for the (1) construction of City-wide road and street improvements and the acquisition of rights-of-way and easements therefor, (2) construction, acquisition and installation of additions, improvements and extensions to the City's Waterworks and Sewer System, (3) construction and equipping of two fire stations and the acquisition of sites therefor [site 1 in the North Central part of the City and site 2 in the East Central part of the City], (4) construction of park and recreational improvements on City park land, (5) acquisition of land for a new City park in the vicinity of U.S. Highway 183 and the South Fork San Gabriel River, and (6) payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated January 15, 2015 and shall bear interest on the unpaid principal amount thereof from the Date of Delivery (anticipated to be February 19, 2015) (which date shall be noted on the Certificates). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts and bear interest at the per annum rates set forth in the following schedule:

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
2017	\$ _____	_____%	2027	\$ _____	_____%
2018	_____	_____%	2028	_____	_____%
2019	_____	_____%	2029	_____	_____%
2020	_____	_____%	2030	_____	_____%
2021	_____	_____%	2031	_____	_____%
2022	_____	_____%	2032	_____	_____%
2023	_____	_____%	2033	_____	_____%
2024	_____	_____%	2034	_____	_____%
2025	_____	_____%	2035	_____	_____%
2026	_____	_____%			

(c) Interest shall accrue and be paid on each Certificate respectively until its redemption or prior maturity from the later of the Date of Delivery or from the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on February 15 and August 15 of each year, commencing on February 15, 2016, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of

the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

#### Section 3.04. Control, Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until

there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Underwriters, or their Representative, manually signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Underwriters or their Representative. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Underwriters or their Representative.

#### Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

#### Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of

Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

#### Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Ordinance shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the

Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

#### Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

#### Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

### Section 3.10. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of

Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the City, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall

(i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

#### Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

#### Section 3.13. Additional Obligations.

The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law, which may or may not be additionally secured by the Surplus Revenues of the City's Waterworks and Sewer System. The City further reserves the right to issue any additional obligations secured by the net revenues on the City's Waterworks and Sewer System, which are senior to the lien and pledge of the Surplus Revenues securing payment of the Certificates.

### ARTICLE IV

#### REDEMPTION OF CERTIFICATES BEFORE MATURITY

##### Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

##### Section 4.02. Optional Redemption.

The City reserves the option to redeem Certificates maturing on and after August 15, 20\_\_, in whole or in part, before their respective scheduled maturity dates, on August 15, 20\_\_, or on any date thereafter (such redemption dates to be fixed by the

City), at a price equal to the principal amount of the Certificates to be called for redemption plus accrued interest to the date fixed for redemption.

At least forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each stated maturity to be redeemed, and the date of redemption therefor.

Section 4.03. Mandatory Redemption.

The Certificates maturing in the years 20\_\_ and 20\_\_ (the "Term Certificates") are subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the date and in the principal amount set forth below:

<u>\$ _____ Term Certificates Due August 15, 20__</u>	
August 15, _____	\$ _____
August 15, _____	\$ _____ (Maturity)
<u>\$ _____ Term Certificates Due August 15, 20__</u>	
August 15, _____	\$ _____
August 15, _____	\$ _____
August 15, _____	\$ _____ (Maturity)

At least forty-five days prior to each mandatory redemption date specified above that the Term Certificates are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates within the applicable maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Certificates not selected for prior redemption shall be paid on the date of their stated maturity.

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of the Term Certificates of the same maturity which at least fifty (50) days prior to a mandatory redemption date (i) shall have been defeased or acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Interest and Sinking Fund.

Section 4.04. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificates to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent, which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, NA dba Bank of Texas, Austin, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying

Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

#### Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers and (iii) subject to supervision or examination by a federal or state governmental authority.

#### Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

#### Section 5.04. Termination.

The City, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

#### Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of

the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.



Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered Certificates specified in the title hereof issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for (1) construction of City-wide road and street improvements and the acquisition of rights-of-way and easements therefor, (2) construction, acquisition and installation of additions, improvements and extensions to the City's Waterworks and Sewer System, (3) construction and equipping of two fire stations and the acquisition of sites therefor [site 1 in the North Central part of the City and site 2 in the East Central part of the City], (4) construction of park and recreational improvements on City park land, (5) acquisition of land for a new City park in the vicinity of U.S. Highway 183 and the South Fork San Gabriel River, and (6) payment of professional services and costs of issuance related thereto.

THE CERTIFICATES maturing on and after August 15, 20\_\_ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on August 15, 20\_\_, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon 30 days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance.

THE CERTIFICATES maturing in the years 20\_\_ and 20\_\_ (the "Term Certificates") are subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the date and in the principal amount set forth below:

\$ _____ Term Certificates Due August 15, 20__	
August 15, _____	\$ _____
August 15, _____	\$ _____ (Maturity)

\$ \_\_\_\_\_ Term Certificates Due August 15, 20\_\_\_\_

August 15, _____	\$ _____
August 15, _____	\$ _____
August 15, _____	\$ _____ (Maturity)

AT LEAST FORTY-FIVE DAYS prior to each mandatory redemption date specified above that the Term Certificates are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates within the applicable maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Certificates not selected for prior redemption shall be paid on the date of their stated maturity.

THE PRINCIPAL AMOUNT OF THE TERM CERTIFICATES required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of the Term Certificates of the same maturity which at least fifty (50) days prior to a mandatory redemption date (i) shall have been defeased or acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with money in the Interest and Sinking Fund.

IF THIS CERTIFICATE (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

IN THE EVENT OF A PARTIAL REDEMPTION of the principal amount of this Certificate, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the Registered Owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

THE CERTIFICATES are payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City, and from a limited pledge, not to exceed \$1,000, of Surplus Revenues (as defined in the Ordinance) from the City's Waterworks and Sewer System. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenue pledged for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

THIS CERTIFICATE, subject to certain limitations contained in the Ordinance, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Certificate on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner of a Certificate appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate and the series of

which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient within the limits prescribed by law, and from a limited pledge of Surplus Revenues (as defined in the Ordinance) from the City's Waterworks and Sewer System, to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

\_\_\_\_\_  
Mayor  
City of Leander, Texas

\_\_\_\_\_  
City Secretary  
City of Leander, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER       §  
OF PUBLIC ACCOUNTS               §               REGISTER NO. \_\_\_\_\_  
OF THE STATE OF TEXAS           §

I hereby certify that there is on file and of record in my office a Certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

**CERTIFICATE OF PAYING AGENT/REGISTRAR**

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

BOKF, NA dba Bank of Texas  
Austin, Texas  
as Paying Agent/Registrar

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

(d) Form of Assignment.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto/

\_\_\_\_\_  
(Please print or typewrite name and address, including zip code, of Transferee)

\_\_\_\_\_ the within Certificate and all rights

(Please insert Social Security or Taxpayer Identification Number)

thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed By:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
NOTICE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears on the face of the within Certificate in every particular and must be guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers

(e) Form of Initial Certificate.

Heading and paragraph one shall be amended to read as follows:

REGISTERED  
No. T-1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF LEANDER, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATE OF OBLIGATION  
SERIES 2015

Dated Date:

January 15, 2015

Date of Delivery: \_\_\_\_\_

Registered Owner:

Principal Amount:

THE CITY OF LEANDER, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

YEAR OF  
MATURITY

PRINCIPAL  
INSTALLMENTS

INTEREST  
RATE

(Information to be inserted from

schedule in Section 3.02(b) hereof.)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Date of Delivery at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2016. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by BOKF, NA dba Bank of Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its principal offices in Austin, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(f) Form of Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on each Certificate.

Section 6.03. CUSIP Registration.

The City may secure identification numbers ("CUSIP Numbers") and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Certificate, or may be attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES,  
DEPOSIT OF PROCEEDS

Section 7.01. Approval of Documents.

The form and content of the Purchase Contract relating to the Certificates is hereby approved.

Section 7.02. Sale of the Certificates.

(a) The Certificates are hereby sold and shall be delivered to the Underwriters at a price of \$\_\_\_\_\_ (representing the par amount of the Certificates of \$\_\_\_\_\_, plus a net original reoffering premium of \$\_\_\_\_\_, less an Underwriters' discount of \$\_\_\_\_\_), pursuant to the terms and provisions of the Purchase Contract of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such Purchase Contract on behalf of the City, and the Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall be registered in the name of \_\_\_\_\_.

(b) Proceeds from the sale of the Certificates shall be applied as follows:

(1) \$\_\_\_\_\_ to the Construction Fund consisting of \$\_\_\_\_\_ from the par amount of the Certificates and \$\_\_\_\_\_ from premium; and

(2) \$\_\_\_\_\_ premium to pay the costs of issuance, consisting of:

\$\_\_\_\_\_ of general costs of issuance;  
\$\_\_\_\_\_ of Underwriters' Discount; and  
\$\_\_\_\_\_ of Rounding Amount to the  
Interest and Sinking Fund.

Section 7.03. Approval of Official Statement.

The form and substance of the Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted. The Mayor and the City Secretary are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof and of any closing certificates to

the Underwriters. The use and distribution of the Preliminary Official Statement by the Underwriters is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The Underwriters are hereby authorized to use and distribute the Official Statement in the re-offering, sale, and delivery of the Certificates to the public. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

Section 7.04. Control and Delivery of Certificates.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

## ARTICLE IX

### PARTICULAR REPRESENTATIONS AND COVENANTS

#### Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available by the Authorized Officials to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

#### Section 9.02. Federal Tax Covenants.

The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

- (1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;
- (2) to take any action to assure that in the event the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects licensed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
- (3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

- (4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;
- (5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;
- (6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with—
  - (i) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,
  - (ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
  - (iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;
- (7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);
- (8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;
- (9) to maintain such records as will enable the City to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates; and

- (10) to timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

In order to facilitate compliance with the above covenants (8) and (9), a "Rebate Fund" is hereby authorized to be established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Certificateholders. The Rebate Fund is authorized to be established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Secretary and the chief financial officer of the City to execute any documents, certificates or reports required by the Code and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9.03. Reserved.

Section 9.04. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

## ARTICLE X

### DEFAULT AND REMEDIES

#### Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to wit:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable;
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City; or
- (iii) the City declares bankruptcy.

#### Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

#### Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

## ARTICLE XI

### DISCHARGE

#### Section 11.01. Discharge by Payment.

When all Certificates have been paid in full as to principal and as to interest and redemption premium, if any, or when all Certificates have become due and payable, whether at maturity or by prior redemption or otherwise, and the City shall have provided for the payment of the whole amount due or to become due on all Certificates then outstanding, including all interest that has accrued thereon or that may accrue to the date of maturity or prior redemption, and any premium due or that may become due at maturity or prior redemption, by depositing with the Paying Agent/Registrar, for payment to the principal of such outstanding Certificates and the interest accrued thereon and any redemption premium due thereon, the entire amount due or to become due thereon, and the City shall also have paid or caused to be paid all sums payable under this Ordinance by the City, including the compensation due or to become due the Paying Agent/Registrar, then the Paying Agent/Registrar, upon receipt of a letter of instructions from the City requesting the same, shall discharge and release the lien of this Ordinance and execute and deliver to the City such releases or other instruments as shall be requisite to release the lien hereof.

#### Section 11.02. Discharge by Deposit.

(a) The City may discharge its obligation to pay the principal of, redemption premium, if any, and interest on all or any portion of the Certificates and its obligation to pay other sums payable or to become payable under this Ordinance by the City, including the compensation due or to become due the Paying Agent/Registrar, in any manner permitted by applicable law, including in accordance with the following provisions:

- (i) depositing or causing to be deposited with the Paying Agent/Registrar an amount of money that, together with the interest earned on or capital gains or profits to be realized from the investment of such money, will be sufficient to pay the principal of, redemption premium, if any, and accrued interest on such Certificates to maturity or to the date fixed for prior redemption of such Certificates, and to pay such other amounts as may be reasonably estimated by the Paying Agent/Registrar to become payable under this Ordinance with respect to the Certificates being

provided for, including the compensation due or to become due the Paying Agent/Registrar; and

- (ii) providing the Paying Agent/Registrar with an opinion of nationally recognized bond counsel acceptable to the Paying Agent/Registrar to the effect that the deposit specified in subdivision (i) of this subsection (a) will not cause the interest on any of the Certificates to become subject to federal income taxation.

(b) Subject to subsection (c) of this Section, upon compliance with subsection (a) of this Section, the Certificates for the payment of which provision is thus made shall no longer be regarded as outstanding and unpaid, and the Paying Agent/Registrar, upon receipt of a letter of instructions from the City requesting the same, shall discharge and release the lien of this Ordinance as to such Certificates and shall execute and deliver to the City such releases or other instruments as shall be requisite to release the lien hereof.

(c) Before discharge and release of any portion of the lien of this Ordinance pursuant to this Section in accordance with subsection (a), the City shall make the following provisions with the Paying Agent/Registrar (or other eligible commercial bank or trust company):

- (i) the establishment of a separate escrow account fund with the Paying Agent/Registrar (or other eligible commercial bank or trust company) for the deposit pursuant to subsection (a)(i) of this Section;
- (ii) the payment to the Owners at the date of maturity or at the date fixed for prior redemption, as applicable, of the full amount to which the Owners of the appropriate Certificates would be entitled by way of principal, redemption premium, if any, and interest to the date of such maturity or prior redemption;
- (iii) the investment of such moneys by the Paying Agent/Registrar in securities or obligations maturing in sufficient time, in the judgment of the Paying Agent/Registrar, to make available the moneys required for such purposes;
- (iv) the sending of written notice by registered or certified United States mail to the Owner of each appropriate Certificate then outstanding within thirty (30) days following the date of such deposit that such moneys are so available for such payment; and
- (v) the payment to the City, periodically or following final payment of the principal of, redemption premium, if any, and interest on the appropriate Certificates, of any moneys, interest earnings, profits or

capital gains over and above the amounts necessary for such purposes.

(d) Notwithstanding anything in this Ordinance to the contrary, any money deposited in the escrow account for the discharge and release of the lien of this Ordinance shall be invested in (i) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded.

## ARTICLE XII

### CONTINUING DISCLOSURE UNDERTAKING

#### Section 12.01. Definitions.

As used in this Article XII, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access System established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

#### Section 12.02. Annual Reports.

The City shall provide annually to the MSRB through EMMA, within six months after the end of each fiscal year ending in or after 2014, financial information and operating data with respect to the City that is of the general type included in the Official Statement authorized by Section 7.03, being the information described in Tables 1 through 6 and 8 through 14 of the Official Statement and Appendix B thereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles the City may be required to employ from time to time in accordance with State law, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year

to the MSRB through EMMA when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

### Section 12.03. Event Notices.

The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates or other material events affecting the tax-exempt status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.02 by the time required by this Section.

#### Section 12.04. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Certificates while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice required by Section 12.03 of any bond calls and defeasance that cause the City to no longer be such an "obligated person."

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT

FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

### ARTICLE XIII

#### MISCELLANEOUS

##### Section 13.01. Further Procedures.

The Mayor and City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor and City Manager, Chief Financial Officer and Bond Counsel are hereby

authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates by the Attorney General's office. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Certificates; (2) reduce the rate of interest borne by any of the outstanding Certificates; (3) reduce the amount of the principal or maturity value of, or redemption premium, if any, payable on any outstanding Certificates; (4) modify the terms of payment or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage amount of the Certificates necessary to be held by Registered Owners for consent to such amendment.

Section 13.03. Reserved.

Section 13.04. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

Section 13.05 Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 13.06. Effective Date.

This Ordinance shall be in full force and effect from and after its passage on the date shown below.

*[The remainder of this page intentionally left blank.]*

PASSED AND APPROVED this 15th day of January, 2015.

\_\_\_\_\_  
Mayor  
City of Leander, Texas

ATTEST:

\_\_\_\_\_  
City Secretary  
City of Leander, Texas

[CITY SEAL]



**Executive Summary**

**January 15, 2015**

---

**Agenda Subject:** Zoning Case 14-Z-032: Hold a public hearing and consider action on the rezoning of a parcel of land, for 2.53 acres more or less, located at 190 Bagdad Road, WCAD Parcel R522925. Currently, the property is zoned SFU-2-B (Single Family Urban) the applicant is proposing to zone the property to HC-4-D (Heavy Commercial), Leander, Williamson County, Texas.

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

**Origination:** Applicant: Mike Elmore on behalf of MPE Realty.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the staff recommendation of denial of the requested HC-4-D (Heavy Commercial) district and approval of the HC-3-C (Heavy Commercial) district with the modification of the subject property boundaries to only include the area to the north of the floodplain as shown in Attachment 6 at the January 08, 2015 meeting

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Proposed Zoning Map
4. Aerial Map
5. Letter of Intent
6. Staff Recommendation Exhibit
7. Ordinance
8. Minutes–Planning & Zoning Commission January 08, 2015

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

01/09/2015



## PLANNING ANALYSIS

ZONING CASE 14-Z-032  
190 S BAGDAD ROAD

### GENERAL INFORMATION

**Owner:** MPE Realty

**Current Zoning:** SFU-2-B (Single-Family Urban)

**Proposed Zoning:** HC-4-D (Heavy Commercial)

**Size and Location:** The property is located at 190 S Bagdad Road and includes approximately 2.53 acres.

**Staff Contact:** Robin M. Griffin, AICP  
Senior Planner

### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	HC-4-D SFU-2-B	Developed Office Warehouse Uses Cemetery
EAST	SFU-2-B	Detention Pond associated with the Westview Meadows Subdivision
SOUTH	LC-2-B	Undeveloped Property Zoned for Local Commercial Uses
WEST	HC-4-D GC-3-C	Undeveloped Property & Developed Office Warehouse Uses Undeveloped Property Zoned for General Commercial Uses

**COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS**

**HC – HEAVY COMMERCIAL:**

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

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

**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.

**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:

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Find suitable districts for industrial development so that the City may recruit additional employers and avoid locating industrial development near neighborhoods without adequate buffering.
- Residential neighborhoods are the predominate land use within the City and it's ETJ. Neighborhoods are primarily composed of single-family detached housing and include other compatible uses including parks, schools, and places of worship. Neighborhoods may be low to moderate density depending upon the topography and the feasibility of providing organized sewer service. Areas with steep topography, flood plain or other natural features that are intended to be preserved and served by on-site sewage systems will be the lowest density while areas that are relatively flat and where organized sewer systems are feasible will be of medium density. Residential neighborhoods provide connections to each other and to neighborhood, community and town center nodes. A variety of lot and house sizes are encouraged within residential neighborhoods.

**ANALYSIS:**

The applicant is requesting to rezone the property to HC-4-D (Heavy Commercial) in order to continue the development of an office warehouse complex at this location. There is an established single-family neighborhood located to the east with commercial zoning located along Bagdad Road. The applicant has submitted site development plans for this property. The western portion of the property is zoned appropriately for office warehouse uses, but the remainder is zoned for single-family.

The proposed HC use component would permit the development of general commercial uses as well as a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales uses. Access to properties zoned with this use component should be provided by a collector street or higher classification.

The Type 4 site component would permit accessory buildings, drive-thru service lanes, outdoor fueling and washing of vehicles, overhead service doors, unlimited outdoor display, substantial outdoor storage, outdoor entertainment venues, and animal boarding. 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.

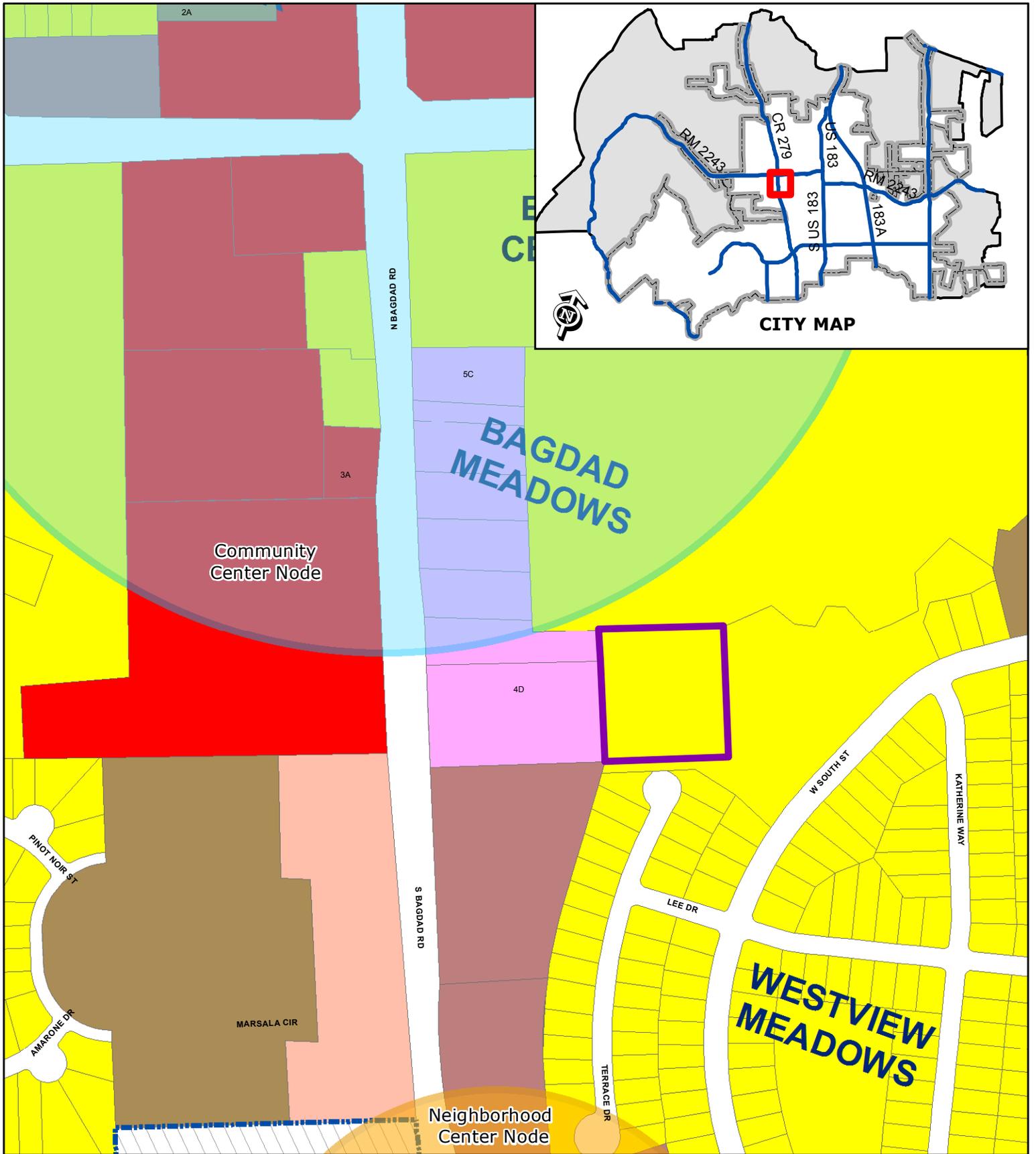
The Type D architectural component requires that the buildings consist of thirty-five (35%) percent masonry and sixty (60%) percent masonry for street facing walls. Metal siding is permitted for the remaining walls not facing a street. This site component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses and is discouraged along major thoroughfares.

This property is located within an area designated for residential neighborhoods on the Future Land Use Map. Residential neighborhoods are the predominate land use within the City and it's ETJ. Neighborhoods are primarily composed of single-family detached housing and include other compatible uses including parks, schools, and places of worship. Neighborhoods may be low to moderate density depending upon the topography and the feasibility of providing organized sewer service. Residential neighborhoods provide connections to each other and to neighborhood, community and town center nodes. A variety of lot and house sizes are encouraged within residential neighborhoods.

The Comprehensive Plan includes areas designated for Industrial. This zoning district would be required to be located within the Industrial District. The Industrial District land use category is intended to be located in close proximity to major transportation systems including highways, tollways, railroads, etc. These areas are intended for industrial and employment land uses that may generate traffic and noise and that may require outdoor areas for storage or manufacturing/assembly. These are important for the City's economic development and should be developed in a way to minimize negative impacts on surrounding uses. Industrial land uses should be concentrated in the areas shown on the Future Land Use map in order to create synergy among similar land uses and to encourage coordinated design and the potential for shared infrastructure such as parking, drainage facilities and utilities. Industrial uses should be developed with attention to aesthetics through the provision of landscaping along street frontages, screening of outdoor storage and assembly areas, and high quality building design and materials where buildings are visible from roadways or adjacent residential development areas.

**STAFF RECOMMENDATION:**

Staff recommends denial of the requested HC-4-D district. This property is not located within an industrial district identified on the Future Land Use Map. The Comprehensive Plan does not support this zoning district within the residential neighborhood area. In addition, the requested site and architectural components are not in compliance with the intent statements of the Composite Zoning Ordinance. The intent statements discourage the Type 4 and Type D components when adjacent to residential uses. Staff recommends that the subject property boundaries are modified to include the area to the north of the floodplain as shown in Attachment 6. In addition, staff recommends approval of HC-3-C due to the adjacency to the established residential districts. The Type 3 site component includes limited outdoor storage and display and the Type C architectural component includes higher architectural standards than the proposed Type D.



**ZONING CASE 14-Z-032**

**Attachment #2**

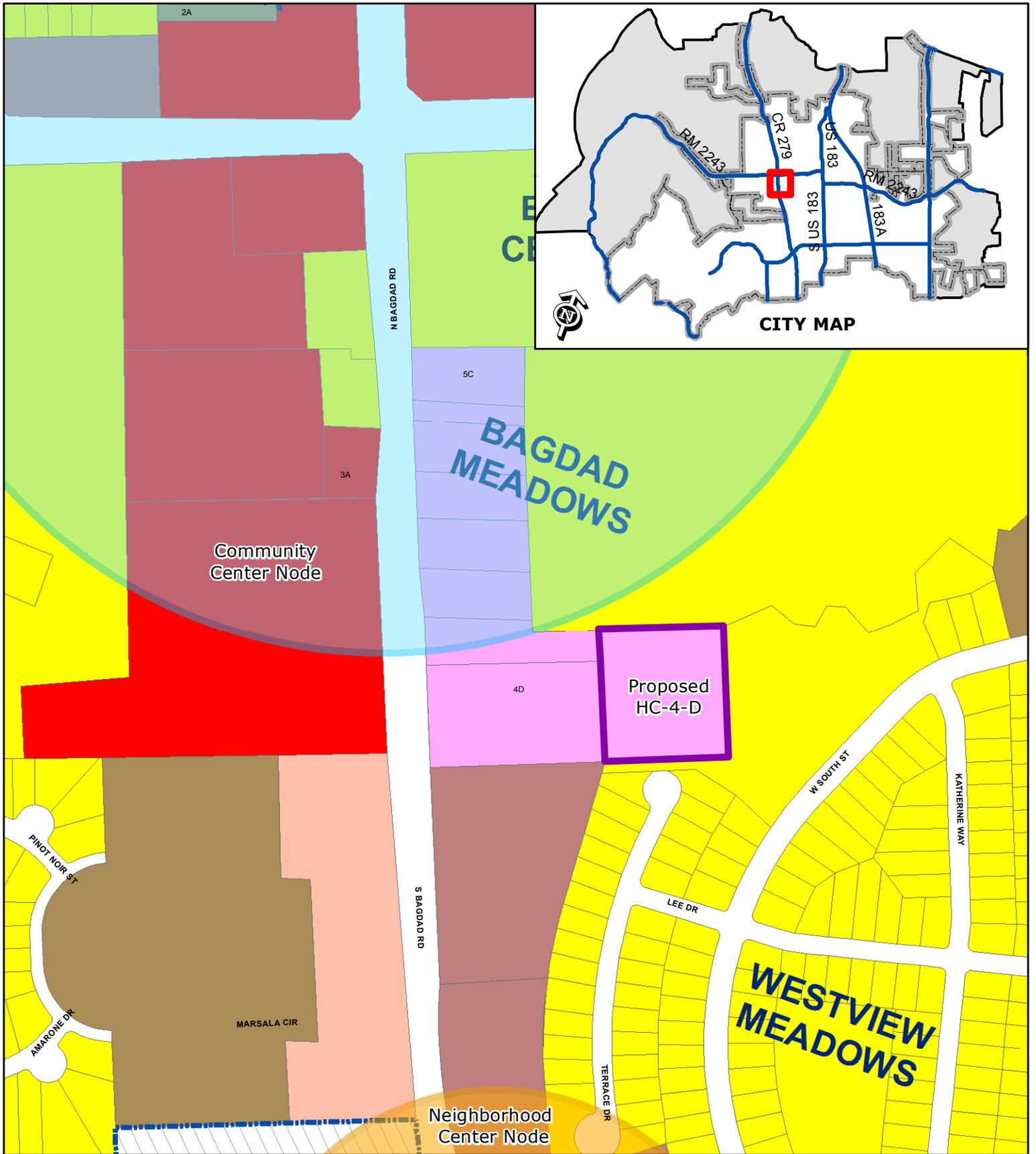
Current Zoning Map  
190 S Bagdad Road



-  Subject Property
-  City Limits

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





**ZONING CASE 14-Z-032**

**Attachment #3**

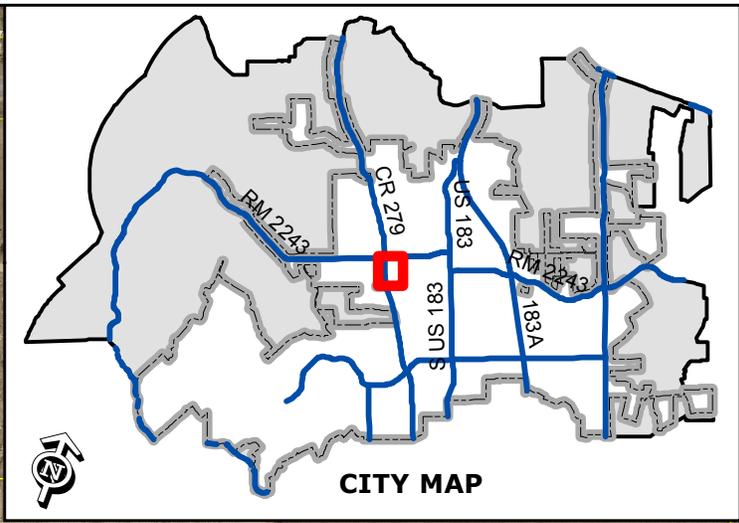
Proposed Zoning Map  
190 S Bagdad Road



-  Subject Property
-  City Limits

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

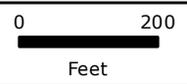




CITY MAP

### ZONING CASE 14-Z-032 Attachment #4

Aerial Exhibit - Approximate Boundaries  
190 S Bagdad Road



-  Subject Property
-  City Limits

# MPE Realty

December 8, 2014

City of Leander  
PO Box 319  
Leander, Texas 78641

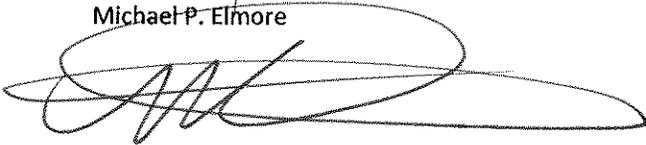
Attention: Martin Siwek  
Re: Letter of Intention

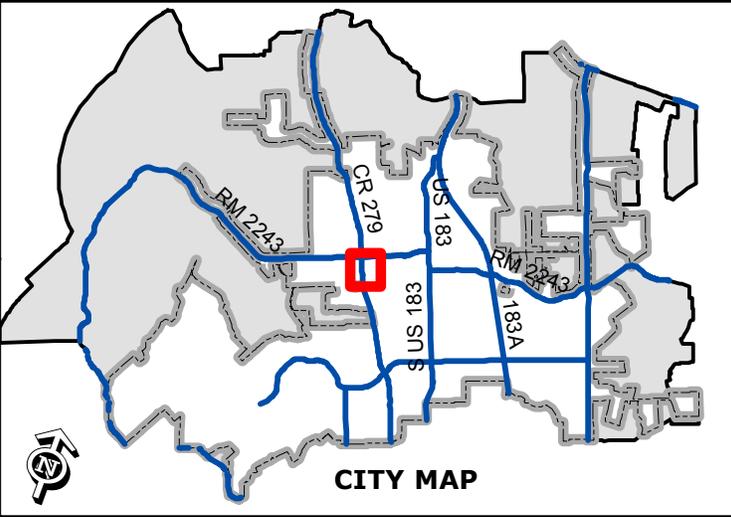
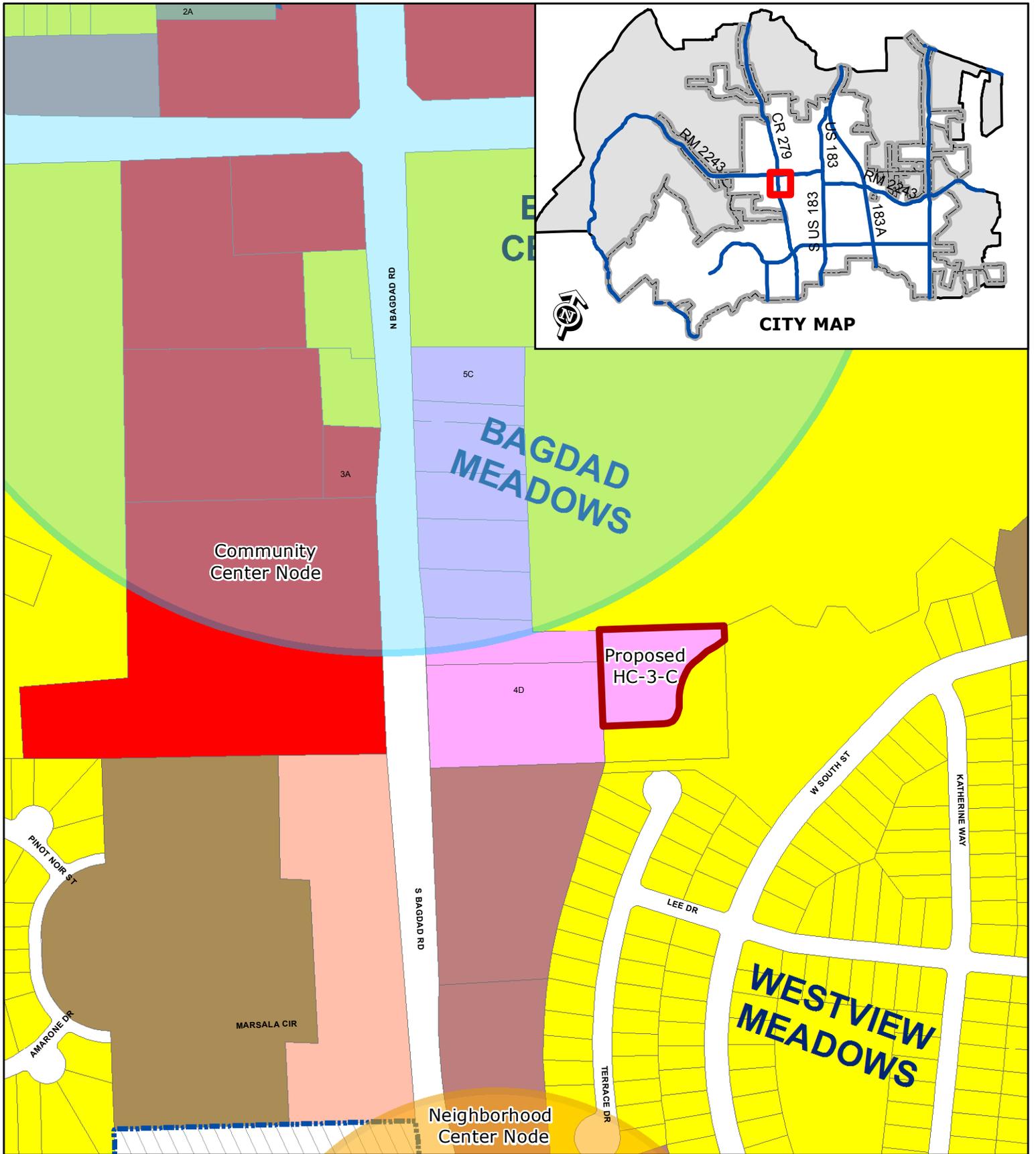
Dear Martin,

Our intended use for this property is to build office warehouse space. We ask to change the zoning from SFU-2-B to HC-4-D to comply with land use.

Sincerely,

Michael P. Elmore

A handwritten signature in black ink, appearing to read 'MPE', is written over the typed name 'Michael P. Elmore'. The signature is stylized and somewhat illegible.



**ZONING CASE 14-Z-032**

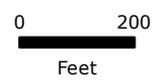
**Attachment #6**

Proposed Zoning Map  
190 S Bagdad Road



- Staff Recommendation
- City Limits

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<span style="display: inline-block; width: 15px; height: 10px; background-color: #3CB371; border: 1px solid black; margin-right: 5px;"></span> SFE	<span style="display: inline-block; width: 15px; height: 10px; background-color: #FFDAB9; border: 1px solid black; margin-right: 5px;"></span> SFU/MH	<span style="display: inline-block; width: 15px; height: 10px; background-color: #FF69B4; border: 1px solid black; margin-right: 5px;"></span> HC
<span style="display: inline-block; width: 15px; height: 10px; background-color: #7FFFD4; border: 1px solid black; margin-right: 5px;"></span> SFS	<span style="display: inline-block; width: 15px; height: 10px; background-color: #A08080; border: 1px solid black; margin-right: 5px;"></span> TF	<span style="display: inline-block; width: 15px; height: 10px; background-color: #DDA0DD; border: 1px solid black; margin-right: 5px;"></span> HI
<span style="display: inline-block; width: 15px; height: 10px; background-color: #FFFF00; border: 1px solid black; margin-right: 5px;"></span> SFU	<span style="display: inline-block; width: 15px; height: 10px; background-color: #8B4513; border: 1px solid black; margin-right: 5px;"></span> MF	<span style="display: inline-block; width: 15px; height: 10px; background-color: #ADD8E6; border: 1px solid black; margin-right: 5px;"></span> PUD
<span style="display: inline-block; width: 15px; height: 10px; background-color: #00BFFF; border: 1px solid black; margin-right: 5px;"></span> SFC	<span style="display: inline-block; width: 15px; height: 10px; background-color: #FFA07A; border: 1px solid black; margin-right: 5px;"></span> LO	
<span style="display: inline-block; width: 15px; height: 10px; background-color: #90EE90; border: 1px solid black; margin-right: 5px;"></span> SFL	<span style="display: inline-block; width: 15px; height: 10px; background-color: #A52A2A; border: 1px solid black; margin-right: 5px;"></span> LC	



**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PORTION OF A TRACT OF LAND FROM SFU-2-B (SINGLE-FAMILY URBAN) TO HC-4-D (HEAVY COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Applicability.** This ordinance applies to the following portion of a parcel of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 2.53 acres, more or less, located at 190 Bagdad Road in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 2.53 acres out of Lot 5a, Bagdad Meados Unit 2 Replat; identified by tax identification number R522925.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU-2-B (Single-Family Urban) to HC-4-D (Heavy Commercial) 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 15<sup>th</sup> day of January, 2015.  
**FINALLY PASSED AND APPROVED** on this the 29<sup>th</sup> day of January, 2015.

**THE CITY OF LEANDER, TEXAS**

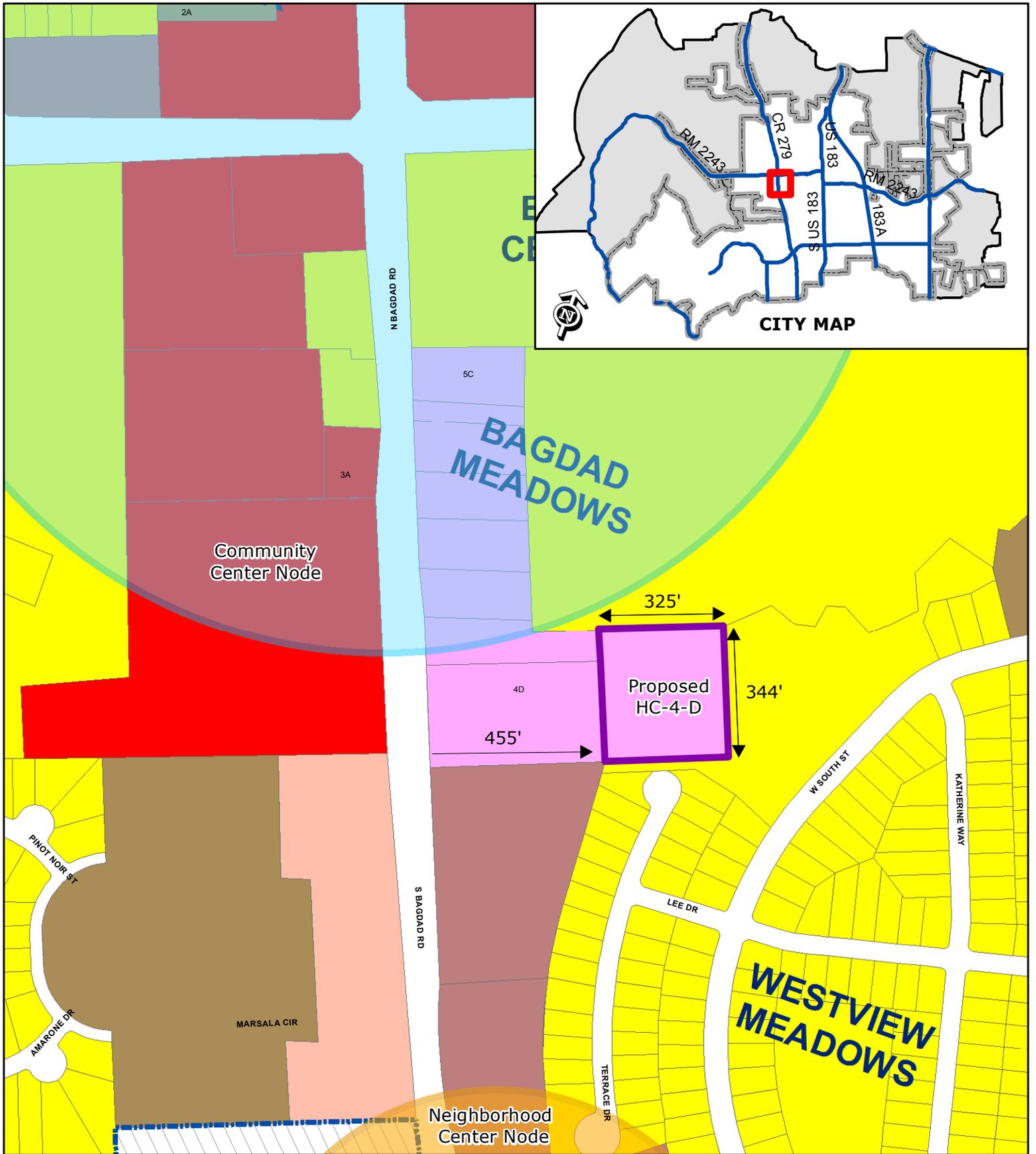
**ATTEST:**

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Christopher Fielder, Mayor

---

Debbie Haile, City Secretary



# ZONING CASE 14-Z-032

## Exhibit A

Proposed Zoning Map  
190 S Bagdad Road



-  Subject Property
-  City Limits

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



## Consent Agenda

7. Subdivision Case 13-SFP-007: Consider action on the HEB Leander Subdivision, Lot 1, Block A Short Form Final Plat for 53.4386 acres more or less; WCAD Parcels R448044 and R5051744; generally located to the northwest of the intersection of US 183 and Old 2243 W; Leander, Williamson County, Texas. Applicant/Agent: Doucet & Associates on behalf of HEB Grocery Company, LP
8. Subdivision Case 14-FP-025: Consider action on the Greatwood Phase 1, Section 1 Final Plat for 54.140 acres more or less; WCAD Parcel Numbers R473817 and R365151; generally located approximately  $\frac{3}{4}$  of a mile from the northwest corner of the intersection of CR 280 and CR 279, Williamson County, Texas. Applicant/Agent: Tim Haynie on behalf of Ewing Development CO. LLC.

**Motion made by Commissioner Sokol to approve the consent agenda items, seconded by Vice Chairman Stephenson. Motion passed unanimously.**

## Public Hearing

9. **Zoning Case 14-Z-032**: Hold a public hearing and consider action on the rezoning of a parcel of land, for 2.53 acres more or less, located at 190 S Bagdad Road, WCAD Parcel R522925. Currently, the property is zoned SFU-2-B (Single Family Urban) the applicant is proposing to zone the property to HC-4-D (Heavy Commercial), Leander, Williamson County, Texas. Applicant: Mike Elmore on behalf of MPE Realty.

a) Staff Presentation

**Robin Griffin, Senior Planner, stated that staff reviewed the request and staff recommends denial of the requested HC-4-D (Heavy Commercial) district and approval of HC-3-C (Heavy Commercial) district with the modification of the subject property boundaries to only include the area to the north of the floodplain as shown in Attachment 6.**

b) Applicant Presentation

**Mike Elmore was present.**

c) Open Public Hearing

**Chairman Seiler opened the public hearing.**

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Discussion took place.**

f) Consider Action

**Commissioner Stephenson moved to approve with staff recommendation of denial of the requested HC-4-D (Heavy Commercial) district and approval of HC-3-C (Heavy Commercial) district with the modification of the subject property boundaries to only include the area to the north of the floodplain as shown in Attachment 6, Commissioner Sokol seconded the motion. Motion passed unanimously.**



**Executive Summary**

**January 15, 2015**

---

**Agenda Subject:** Zoning Case 14-Z-033: Hold a public hearing and consider action on the rezoning of a parcel of land, for 5.06 acres more or less, located at 602 and 604 Horseshoe, WCAD Parcel R036456. Currently, the property is zoned SFU/MH-2-B (Single Family Urban/Manufactured Homes) the applicant is proposing to zone the property to TF-2-B (Two-Family), Leander, Williamson County, Texas.

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

**Origination:** Applicant: David W. Coombs, P.E. on behalf of Akram Amani.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended staff recommendation of approval of the requested TF-2-B (Two-Family) district at the January 08, 2015 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 January 08, 2015

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

01/09/2015



## PLANNING ANALYSIS

ZONING CASE 14-Z-033  
602 and 604 Horseshoe Dr

### GENERAL INFORMATION

**Owner:** Akram Amani

**Current Zoning:** SFU/MH-2-B (Single-Family/Manufactured Home)

**Proposed Zoning:** TF-2-B (Two-Family)

**Size and Location:** The property is at 602 & 604 Horseshoe Dr and is approximately 5.06 acres in size.

**Staff Contact:** Martin Siwek, AICP, GISP  
Planner

### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU/MH-2-B MF-3-A	Developed Single Family Home Vacant Property
EAST	SFU/MH-2-B	Developed Single Family Home
SOUTH	SFU-2-B	Vacant Property (Proposed Magnolia Creek Subdivision)
WEST	SFU/MH-2-B	Developed Single Family Home

<b>COMPOSITE ZONING ORDINANCE INTENT STATEMENTS</b>
---

**USE COMPONENTS:****SFU/MH – SINGLE-FAMILY URBAN, MANUFACTURED HOME:**

*Features:* 7,200 sq. ft. lot min.; 1,200 sq. ft. living area min. for site built; 720 sq. ft. min. for manufactured home.

*Intent:* Development of single-family homes and manufactured homes on moderate sized lots and for other uses that are compatible and complimentary to such uses on moderate sized lots. Such components are also intended to create more variety in housing opportunities.

**TF – TWO-FAMILY:**

*Features:* 9,000 sq. ft. lot min.; 1,200 sq. ft. for s.f. home, 900 sq. ft. per unit for 2 - family.

*Intent:* Development of two-family dwelling structures on intermediate sized lots and for other uses that are compatible and complimentary to intermediate sized lots and two-family dwellings. Such components are generally intended to provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses and to create more variety in housing opportunities and in the fabric of the neighborhoods. The goal is to avoid more than ten acres of contiguous land having a two-family component. This component should include or be located within six hundred feet of parkland or other recreational open space. To avoid street congestion due to additional on-street parking, access to lots shall be provided by a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless lots average at least one hundred feet in width or unless garage access is from an alley.

**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 1<sup>st</sup> floor, 50% overall; 4 or more architectural features.

*Intent:*

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

<b>COMPREHENSIVE PLAN STATEMENTS:</b>
---------------------------------------

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Plan for future development that is compatible with existing residential neighborhoods.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.

<b>ANALYSIS:</b>
------------------

The property is presently zoned SFU/MH-2-B (Single-Family/Manufactured Home) district, and the applicant is requesting to rezone the property to TF-2-B (Two-Family) district for a proposed duplex project. It is generally located approximately 1,100 ft. west from the southwest corner of the intersection of S. West Dr. and Horseshoe Dr. The adjacent properties to the east and west are existing manufactured homes, and the property to the north of this site is a developed single family home. South of this property is a vacant SFU-2-B (Single-Family Urban) zoned property. The Commission recently reviewed and recommended approval of PUD for a four and six-plex project at the intersection of Horseshoe Dr. and Powell Dr. in September.

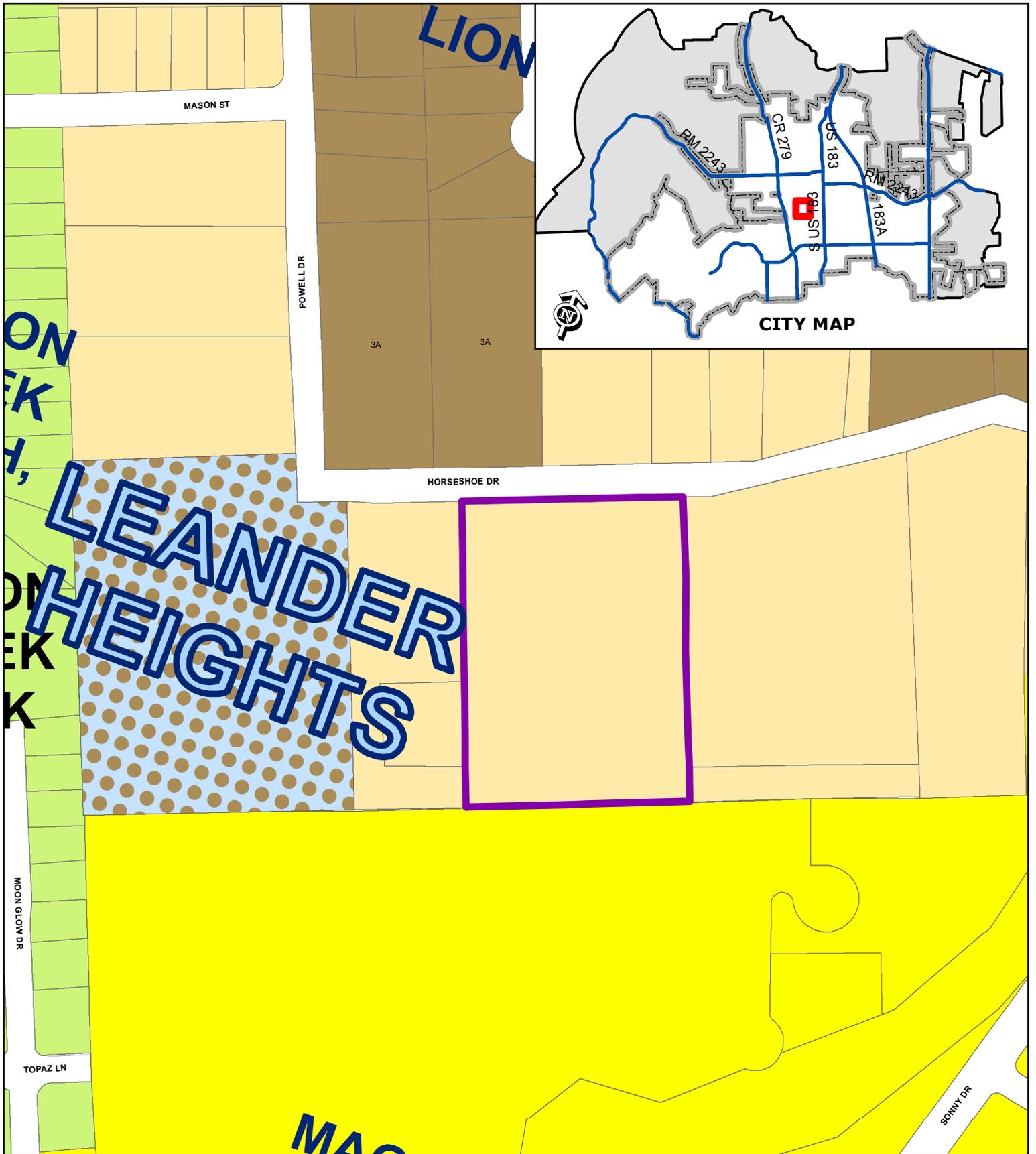
The Future Land Use Map designates this area as residential, and it is not located within a Town Center, Community, or Neighborhood Node. The intent statement for the TF district specifically references that the district is meant to provide an orderly transition and serve as a buffer between larger lot neighborhoods and other more intensive land uses. Additionally the intent statements note that property with this zoning designation should be located along streets with at least 56 ft. of R.O.W. and 36 ft. of street pavement. Furthermore, the intent statements note that property with the TF designation should be located within 600 ft. of parkland or other recreational open space.

For the applicant to meet the intent statements of the ordinance, they would need to provide the adequate R.O.W. and paving standards of the TF intent statement at the time of subdividing the property as Horseshoe Dr. has approximately 60 ft. of R.O.W. and 25 ft. of street pavement. Additionally, the applicant would need to include a park or open space lot at the time of platting to satisfy the intent statement speaking to a TF district being located within 600 ft of park or recreational open space.

The Type 2 site component and Type B architectural component would be appropriate for the applicant's zoning request as the property's location adheres to the intent statements of the site and architectural components summarized under the above intent statement section. Additionally, the majority of the properties in this area are under the Type 2 site and Type B architectural components of the Composite Zoning Ordinance.

**STAFF RECOMMENDATION:**

The applicant's request meets the main intent statements for the Two-Family district. It would provide a buffer between single family districts to the south and buffer more intensive developments immediately to the north. The property is approximately five acres, and avoids forming a ten acre contiguous tract of Two-Family zoning. However, the property is located on a residential class street, and fails to meet the intent statement for locating Two-Family districts on roads with a minimum street pavement section of 36 ft, and being located within 600 ft. of park or recreational open space. The applicant would have to address these provisions of the intent statement by providing it at the time of platting. Staff recommends approval of this request, as the proposed request does satisfy the majority of the intent statements outlined in the Composite Zoning Ordinance.



**ZONING CASE 14-Z-033**

**Attachment #2**

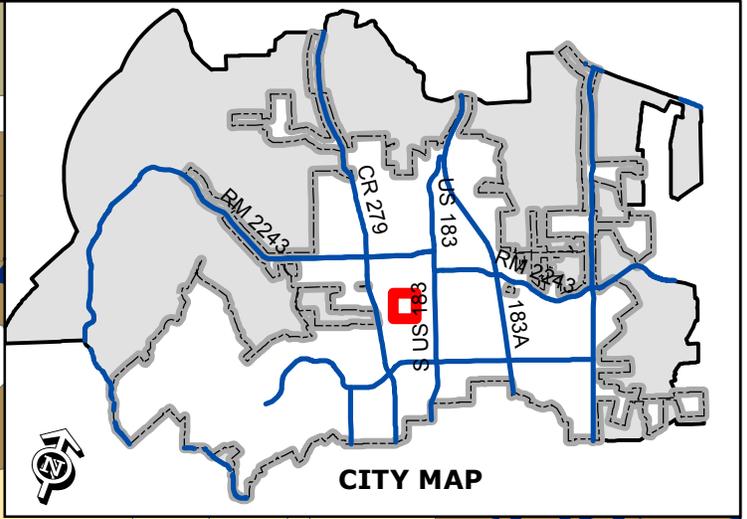
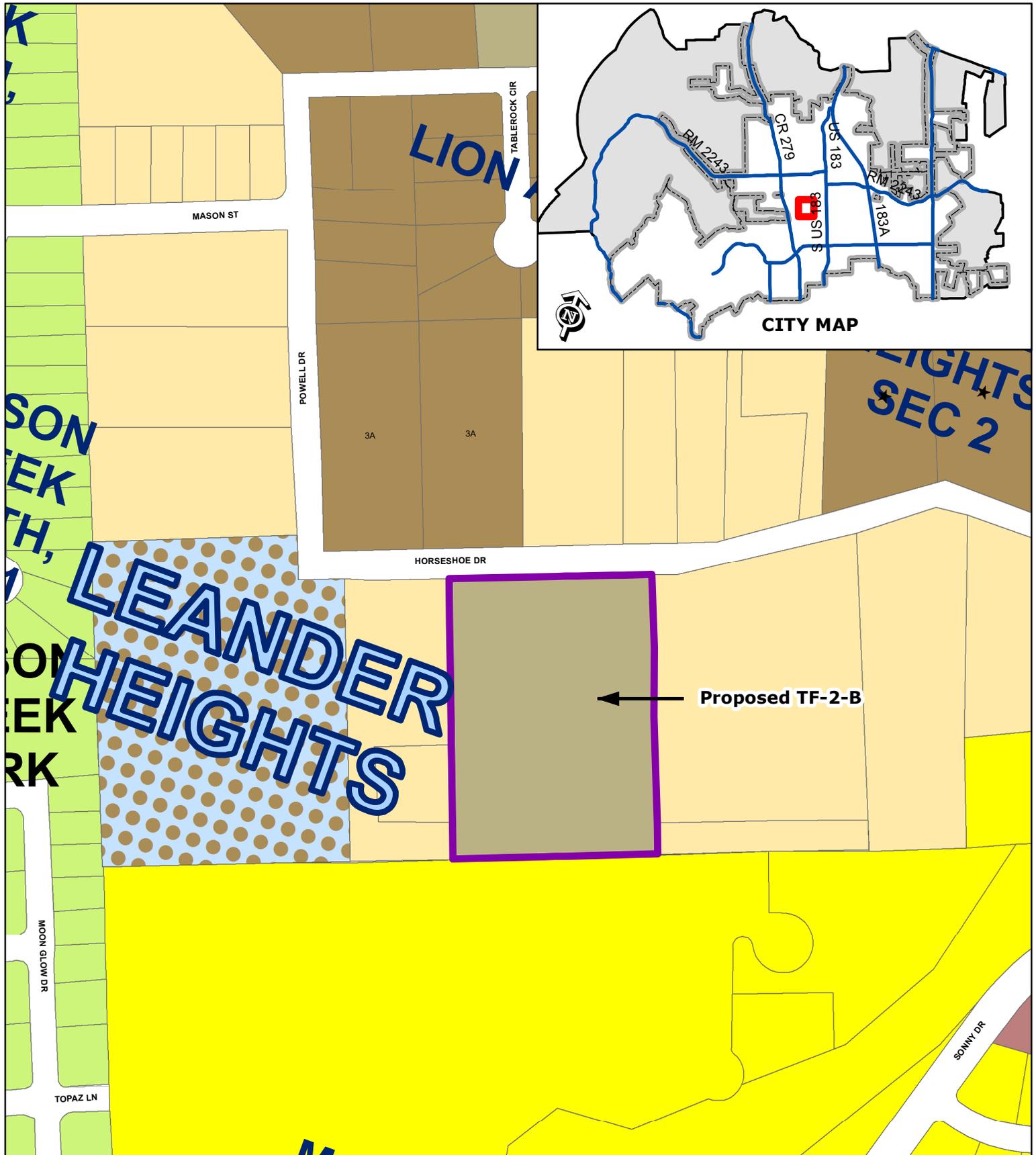
Current Zoning Map  
602 and 604 Horseshoe Dr



-  Subject Property
-  City Limits

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





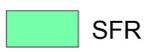
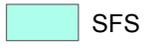
**ZONING CASE 14-Z-033**

**Attachment #3**

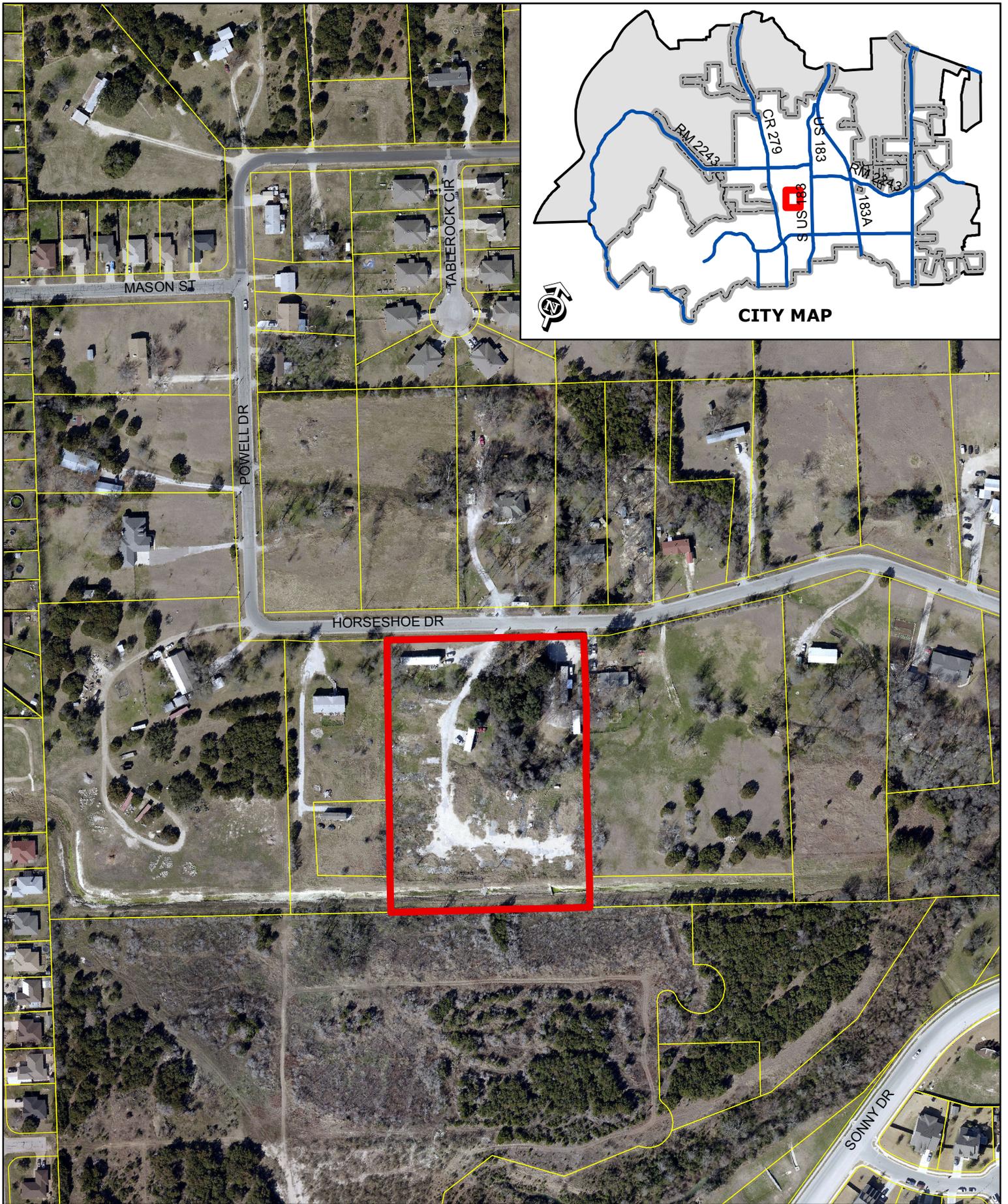
Proposed Zoning Map  
602-604 Horseshoe Dr



-  Subject Property
-  City Limits

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



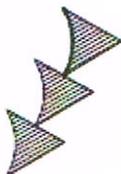


**ZONING CASE 14-Z-033 Attachment #4**

Aerial Exhibit - Approximate Boundaries  
602-604 Horseshoe Dr



-  Subject Property
-  City Limits

**CEE, Inc.**

Coombs Environmental Engineering, Inc.  
1610 Williams Drive  
Georgetown, TX 78628

Consulting Engineers

TBPE #F-3742  
(512) 763-1600 ph  
(512) 519-7364 fax

December 19, 2014

City of Leander Planning Dept.  
PO Box 319  
Leander, TX 78646

Attention: Tom Yantis,  
Development Services Director

Subject: Zoning Change Application for 602 & 604 Horseshoe Drive;  
Lots 18 & 19, Blk A, Leander Heights Sec. 2

Dear Mr. Yantis,

The attached application and supporting documents are to request a zoning change for the subject property from the existing SFU/MF-2-B Single Family Urban, Mobile Home use to the proposed TF-2-B, Two Family use.

As you know, the mobile home park that operated on the site for many years has been mostly destroyed by fires. The new land owner, Akram Amani, proposes to re-develop the site as individual lots with residential duplex units. We feel this is an appropriate use for this evolving neighborhood: there are recent and current moderate to high-density residential developments in the immediate area and there is also a similar duplex development 1 block away, on Lion Drive.

The 5.06 acre property is presently in two lots, with two mobile homes situated on each lot. There are several large live oaks and other hardwood trees along the shallow, deserted drainage swale through the center of the lots. At the south side of the property is a large existing regional drainage channel. The site generally slopes gently from west to east.

If you have any comments regarding this application, please call my office at (512) 763-1600.

Sincerely,  
Coombs Environmental Engineering, Inc.

David W. Coombs, P.E.

Attachments



**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SFU/MH-2-B (SINGLE-FAMILY URBAN/MANUFACTURED HOME) TO TF-2-B (TWO-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 parcel of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 5.06 acres, more or less, located at 602 and 604 Horseshoe Drive in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as Lots 18 & 19, Block A of the Leander Heights Subdivision; identified by tax identification number R036456.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU/MH-2-B (Single-Family Urban/Manufactured Home) to TF-2-B (Two-Family) 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 15<sup>th</sup> day of January, 2015.  
**FINALLY PASSED AND APPROVED** on this the 29<sup>th</sup> day of January, 2015.

**THE CITY OF LEANDER, TEXAS**

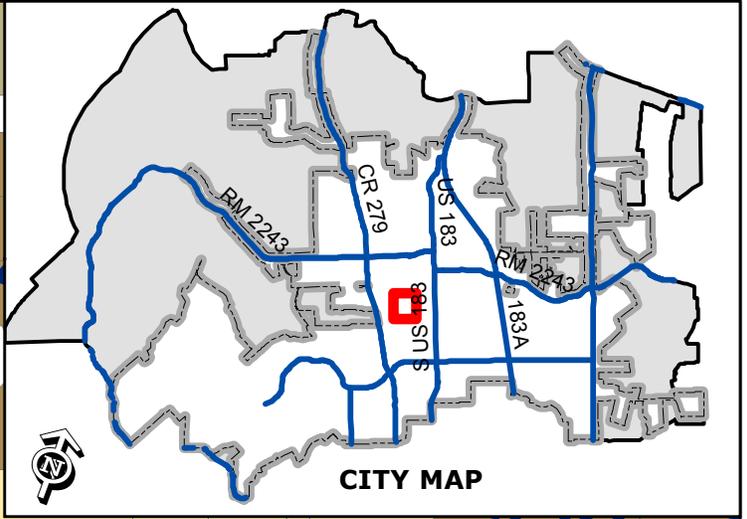
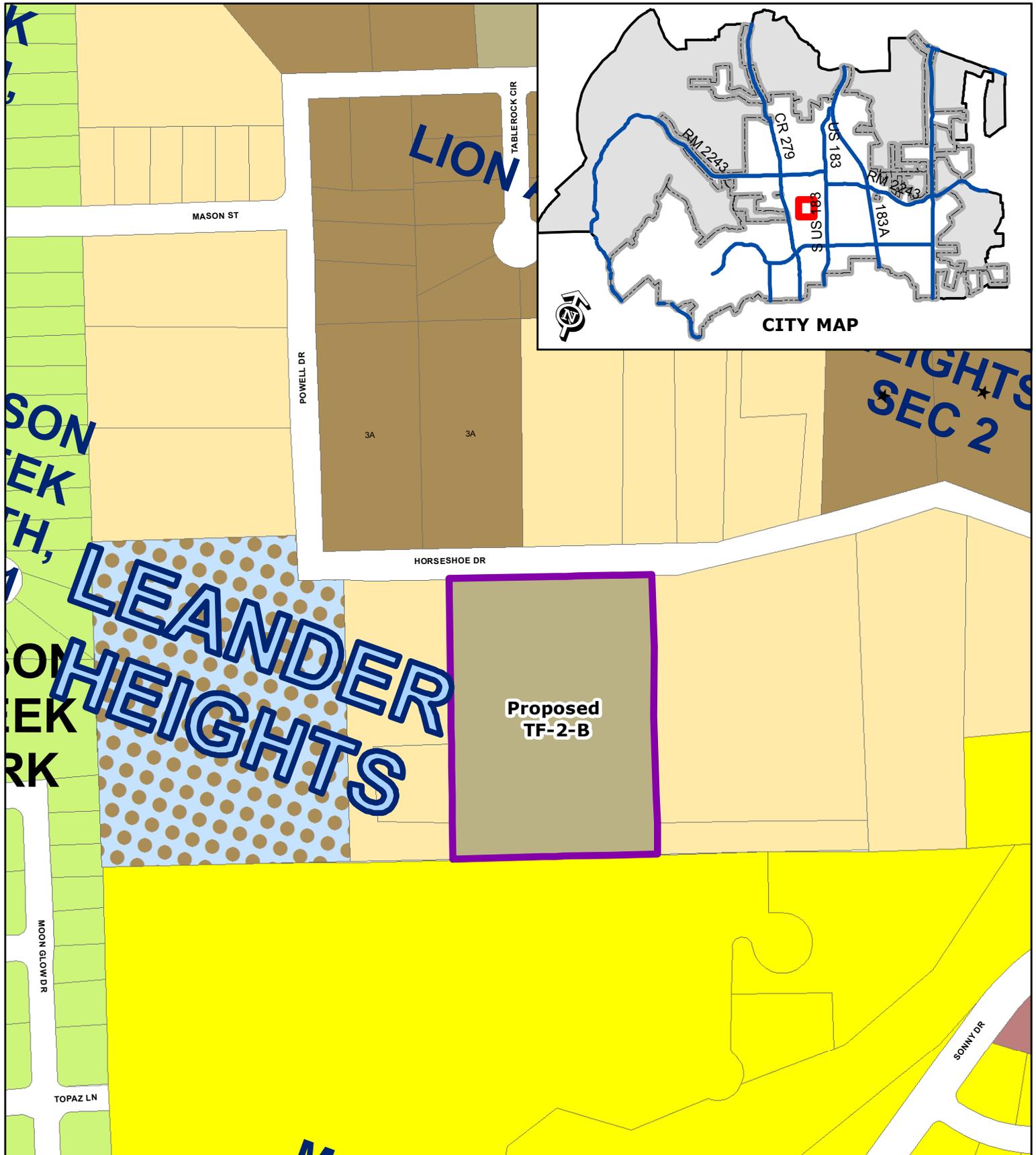
**ATTEST:**

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Christopher Fielder, Mayor

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Debbie Haile, City Secretary



**ZONING CASE 14-Z-033**

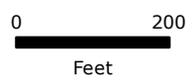
**Exhibit A**

Proposed Zoning Map  
602-604 Horseshoe Dr



- Subject Property
- City Limits

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



10. **Zoning Case 14-Z-033**: Hold a public hearing and consider action on the rezoning of a parcel of land, for 5.06 acres more or less, located at 602 and 604 Horseshoe, WCAD Parcel R036456. Currently, the property is zoned SFU/MH-2-B (Single Family Urban/Manufactured Homes) the applicant is proposing to zone the property to TF-2-B (Two-Family), Leander, Williamson County, Texas. Applicant: David W. Coombs, P.E. on behalf of Akram Amani.

a) Staff Presentation

**Martin Siwek, Planner, stated that staff reviewed the request and staff recommends approval of the proposed TF-2-B (Two-Family) zoning district.**

b) Applicant Presentation

**David W. Coombs, P.E. was present.**

c) Open Public Hearing

**Chairman Seiler opened the public hearing.**

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Discussion took place.**

f) Consider Action

**Commissioner Anderson moved to approve with staff recommendation of approval of the TF-2-B (Two-Family) zoning district, Commissioner Saenz seconded the motion. Motion passed unanimously.**

<b>Regular Agenda</b>
-----------------------

11. Discussion regarding builder and developer feedback on the proposed ordinance revisions related to garage placement and tree preservation. Origin: P & Z and City Council

a) Staff Presentation

**Tom Yantis, Assistant City Manager, discussed with the P & Z Commissioners the feedback from the builders and developers on the proposed ordinance revisions relating to garage placements and tree preservation.**

b) Discussion

**Discussion took place.**

**Harry Savio (HBA Greater Austin), Gerry Poe (KB Home), Amy Lynn Payne (Blake Magee Company), and Marshall Hines (Leander Resident) commented on the proposed changes to the garage placement and tree preservation ordinances.**

12. Meeting Adjourned **at 8:21**

\_\_\_\_\_  
Chairman Seiler

ATTEST:

\_\_\_\_\_  
Ellen Pizalate, P & Z Secretary



**Executive Summary**

**January 15, 2014**

- 
- Agenda Subject:** Presentation and discussion regarding the creation of a municipal utility district for the proposed Springwoods subdivision.
- Background:** The owner of the Springwoods tract has requested an opportunity to present their development concept and discuss the potential creation of a municipal utility district to assist with the financing of utility infrastructure improvements necessary to serve the property.
- Origination:** Applicant: Terry Guerin
- Financial Consideration:** None
- Recommendation:** None
- Attachments:** 1. Location map
- Prepared By:** Tom Yantis, AICP  
Assistant City Manager

1/7/2015





**Executive Summary**

**January 15, 2014**

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**Agenda Subject:** Discussion and possible action regarding the City's participation in the Texas City Lab project.

**Background:** The University of Texas at Austin's Center for Sustainable Development created a new program called Texas City Lab. The goal of the program is to create partnerships between students and faculty at the university and Texas cities in order to provide research and consulting assistance to the cities and to provide hands-on learning experiences for the students.

Representatives from the program approached the City last year about participating in the program. Participation is proposed to span the course of the 2015-2016 academic year.

The City would identify one or more projects that it would like assistance with and the City Lab staff and faculty would design their courses and research around the project and would complete final deliverables based upon the scope of the selected project.

This agenda item provides an opportunity for representatives from the City Lab program to present information about the program and answer any questions.

If the Council is in favor of participating in the program, staff would negotiate a scope of work and an interlocal agreement with the university.

**Origination:** City of Leander and University of Texas

**Financial Consideration:** To be determined based upon the scope of the project.

**Recommendation:** Staff recommends authorizing the City Manager to negotiate an interlocal agreement with the University of Texas for the City's participation in the Texas City Lab program.

**Attachments:** 1. Texas City Lab program overview

**Prepared By:** Tom Yantis, AICP  
Assistant City Manager

1/7/2015

# Texas CityLab



## **Program Overview**

Texas CityLab is an interdisciplinary applied learning strategy for university faculty and students to engage with Texas communities to address economic, social equity and environmental challenges facing Central Texas.

Part of the Center for Sustainable Development at the University of Texas at Austin, Texas CityLab brings diverse students and faculty together for applied research and sustainability work. Through this service-learning program, students will have unique access to experiential learning opportunities across several disciplines. In tandem, the program will also help Central Texas cities address their critical sustainability issues by bringing together the unique resources available at the University of Texas.

Each year, Texas CityLab contracts with one Texas city; together, Texas CityLab and city staff and officials jointly identify sustainability projects for existing UT classes to address. Then, over the course of two semesters, classes in multiple disciplines will research and explore these projects, culminating in a final report encompassing the interdisciplinary findings.

## **2014- 2015 Academic Year**

In its inaugural year, the Texas CityLab is partnering with University of Texas Campus Planning & Facilities Management. As the “city” in our backyard, the 80,000-person University of Texas campus offers an ideal platform for Texas CityLab. During the 2014-2015 academic year, fifteen classes will explore solutions to a range of sustainability challenges on campus. Working with the Facilities and Operations team at the University of Texas and in alignment with the UT Campus Master Plan goals, the year’s courses focus on five project areas: energy and water conservation, the value proposition of sustainability, Waller Creek, wildlife and biodiversity and zero waste.

## **Project Contacts**

**Faculty PI:** Dr. Katherine Lieberknecht ([klieberknecht@utexas.edu](mailto:klieberknecht@utexas.edu))

**Manager:** Sarah Wu ([sarahwu@austin.utexas.edu](mailto:sarahwu@austin.utexas.edu))

**Coordinator:** Kaethe Selkirk ([kaethe.selkirk@gmail.com](mailto:kaethe.selkirk@gmail.com))

To stay informed of Texas CityLab, be sure to follow the Center for Sustainable Development on [Facebook](#) and on Twitter ([@UTSoA\\_CSD](#), [#TXCityLab](#)).



**Executive Summary**

**January 15, 2015**

---

**Agenda Subject:** Resolution Authorizing the City Manager to Execute an Interlocal Agreement with the Texas Department of Transportation/ Department of Motor Vehicles Relating to Motor Vehicle Registration Refusal, “Scofflaw Services Contract.”

**Background:** State law allows municipalities to enter into contracts with TxDot in which TxDot agrees to restrict, under certain circumstances, the issuance of vehicle registration licenses and/or renewals to persons who have an outstanding warrant (for moving traffic violations) issued by the municipality. Under the terms of the contract, the City would transmit to TxDot outstanding warrant information and then TxDot would relay that information to counties throughout the state so that a “flag” would appear next to the person’s registration record. Once that person attempted to renew their license at their respective county tax office, each county would have the option to deny the attempted registration until the warrant flag has been lifted by the municipality or they have the option of bypassing the flag, allowing the registration and informing the individual that they have an outstanding warrant from the City. Our existing collection agency, MVBA, will handle the data transmission interface between the City and TxDot on our behalf.

**Origination:** Municipal Court

**Financial Consideration:** \$500 deposit to establish the account. Municipal Court budget.

**Recommendation:** Authorize City Manager to execute the Interlocal Agreement with TxDot relating to motor vehicle registration refusal.

**Attachments:** Resolution & Interlocal Agreement

**Prepared By:** Robert G. Powers  
Finance Director

Resolution No. \_\_\_\_\_

A Resolution Authorizing the City Manager to Execute an Interlocal Agreement By and Between the City of Leander, Texas and the Texas Department of Transportation/Department of Motor Vehicles Relating to Vehicle Registration Refusal Pursuant to Section 702.003 of the Texas Transportation Code.

Now, Therefore, Be It Resolved By the City Council of the City of Leander, Texas That:

Section 1:

The City Manager is hereby authorized to execute an interlocal governmental agreement, in a form substantially similar to Exhibit A, attached hereto, between the City of Leander, Texas and the Texas Department of Transportation/Department of Motor Vehicles, more specifically described as the "Scofflaw Services Contract for Marking Texas Motor Vehicle Registration Records," relating to the collection of outstanding monies owed the City of Leander, Texas for unpaid moving traffic violations.

Section 2:

This Resolution shall be effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2015.

City of Leander, Texas

\_\_\_\_\_  
Christopher Fielder, Mayor

ATTEST:

\_\_\_\_\_  
Debbie Haile, City Secretary

Resolution No. \_\_\_\_\_

A Resolution Authorizing the City Manager to Execute an Interlocal Agreement By and Between the City of Leander, Texas and the Texas Department of Transportation/Department of Motor Vehicles Relating to Vehicle Registration Refusal Pursuant to Section 702.003 of the Texas Transportation Code.

Now, Therefore, Be It Resolved By the City Council of the City of Leander, Texas That:

Section 1:

The City Manager is hereby authorized to execute an interlocal governmental agreement, in a form substantially similar to Exhibit A, attached hereto, between the City of Leander, Texas and the Texas Department of Transportation/Department of Motor Vehicles, more specifically described as the "Scofflaw Services Contract for Marking Texas Motor Vehicle Registration Records," relating to the collection of outstanding monies owed the City of Leander, Texas for unpaid moving traffic violations.

Section 2:

This Resolution shall be effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2015.

City of Leander, Texas

\_\_\_\_\_  
Christopher Fielder, Mayor

ATTEST:

\_\_\_\_\_  
Debbie Haile, City Secretary

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**INTERLOCAL AGREEMENT**

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791.

**I. CONTRACTING PARTIES:**

**The Texas Department of Motor Vehicles (TxDMV)**

**The City of Leander, Texas (Local Government)**

**II. PURPOSE:** Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

**III. STATEMENT OF SERVICES TO BE PERFORMED:** TxDMV will undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. CONTRACT PAYMENT:** Contract payment shall conform to the provisions of **Attachment B**, Budget.

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by the state, or when otherwise terminated as provided in **Attachment C**, Article 5 of this Agreement.

**VI. LEGAL AUTHORITY:**

**THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

**TxDmv** further certifies that it has the authority to perform the services by authority granted in Section 702.003 and in Section 707.017 of the Texas Transportation Code.

The governing body, by resolution or ordinance, dated \_\_\_\_\_, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance, **Attachment E**, Contact Information, and **Attachment F**, Account information.

FOR THE CITY OF LEANDER, TEXAS (Name of Local Government)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)  
Printed Name and Title: Kent Cagle, City Manager

FOR THE STATE OF TEXAS  
Executed for the Executive Director and approved by the Texas Department of Motor Vehicles Board for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Department of Motor Vehicles Board.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director, Vehicle Titles and Registration Division  
Texas Department of Motor Vehicles

## ATTACHMENT A

### Scope of Services

#### **TxDMV will:**

1. On initial probes (inquiries) of data submissions received from the local government, generate an output file containing matching license plates. If no vehicle record is found, such factual information will be indicated on the output file together with the input data. Input and output files will be returned to the Local Government after completion of the computer run.

Place "flags" on vehicle records based on data submissions received from Local Government containing "flag" request codes.

2. Remove "flags" from vehicle records, based on data submissions received from Local Government, containing "clear" request codes.

#### Local Government shall:

1. Provide data submissions to **TxDMV** in accordance with **TxDMV** specifications for computer run of initial probes (inquiry), flags (marking) of vehicle records and clears (removal) of flags. Due to changing technology, these specifications will be distributed by **TxDMV** to the local governments on September 1st of every year.
2. Submit an application to establish the method of payment (see Attachment F), and establish an account prior to submitting Inquiries.

## ATTACHMENT B

### Budget

Fees for file submission and transactions shall be submitted to **TxDMV** in accordance with 43 TAC Chapter 217.

Payments shall be submitted to the following address:

Texas Department of Motor Vehicles  
Administrative Services Division  
PO Box 5020  
Austin, TX 78763-5020

- A. If the Local Government chooses to establish a "Pay On Demand" account, the applicable payment of fees must be made each time a request to probe (search/inquiry), place or remove "flags" from motor vehicle records is submitted to **TxDMV**. An account will be opened to hold the \$500.00 (or greater) initial deposit.
- B. As an alternative, if the Local Government chooses to establish a non-Interest bearing escrow "Prepaid Account" with **TxDMV**, upon agreement between the Local Government, **TxDMV** and payment of applicable fees, as described below, **TxDMV** will establish an account in the name of the Local Government. Charges shall be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as determined by **TxDMV** and provided herein.

**A deposit of at least \$500.00 shall be maintained in a non-Interest bearing escrow account.**

This initial deposit is to cover estimated service use. The escrow account shall be established with **TxDMV** prior to submission of probes (inquiries), or placing or removing "flags" from motor vehicle records for the Local Government. Payment of the deposit shall be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract. The \$500.00 minimum balance, to be maintained in the escrow account, may increase depending on established monthly usage by the Local Government. This additional funding is payable within fifteen (15) days from receipt of notification from **TxDMV**.

An escrow account balance statement will be provided by **TxDMV** each time a probe or a request to place or remove "flags" from motor vehicle records is submitted.

If the balance in the non-Interest bearing escrow account falls below the \$500.00 minimum balance, **TxDMV** may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until such time as a deposit is made by the Local Government, in an amount sufficient to increase the balance in the escrow account to the \$500.00 minimum balance.

## **ATTACHMENT C**

### **General Terms and Conditions**

#### **Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

#### **Article 2. Conflicts Between Agreements**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

#### **Article 3. Disputes**

Any contractual or administrative disputes regarding the contract will be resolved pursuant to Texas Government Code Chapter 2001.

#### **Article 4. Ownership of Equipment**

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by **TxDMV** under this contract will be owned by **TxDMV**,

#### **Article 5. Termination**

This contract may be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. Upon termination of this contract any remaining funds in either a "Pay on Demand" account or a "Prepaid Account" as described In Attachment B shall be refunded to the Local Government following settlement of any outstanding processing fees.

#### **Article 6. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with **TxDMV** under this contract may not make any offer of benefits, gifts, or favors to employees of **TxDMV**.

#### **Article 7. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

#### **Article 8. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

#### **Article 9. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**ATTACHMENT D**

**Resolution or Ordinance**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, the \_\_\_\_\_ City/Town  
Council passed Resolution No, \_\_\_\_\_, hereinafter identified by  
reference, authorizing the City's participation in the Program.

## **ATTACHMENT E**

### **Contact Information**

Technical assistance regarding probes, placing and removing of "flags" from motor vehicle records or Information regarding payments for your account may be obtained by contacting the IT Services Division, Production Data Support at (512) 465-1311 or (512) 465-1314, (Monday through Friday 8:00 AM - 5:00 PM).

ATTACHMENT F  
ACCOUNT INFORMATION

<b>ADMINISTRATIVE SERVICES DIVISION</b> 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE		<b>Contract Number</b>  For Department Use Only
<b>Type of Account Requested:</b>  _____ "Prepaid" Account                      _____ "Pay On Request" Account		
<b>DATE:</b>	<b>ATTN:</b> <i>(Name and Telephone Number of Person Responsible For Account)</i>	
<b>ACCOUNT NAME:</b>		
<b>BILLING ADDRESS:</b>		
<b>ATTENTION:</b> <i>(Name and Mailing Address of the Person Responsible for Sending and Receiving Files.)</i>		
<b>MAILING ADDRESS:</b>		
<b>E-MAIL ADDRESS:</b> <i>(For Contact Purposes By E-mail)</i>		
<b>BUSINESS TELEPHONE NUMBER:</b>	<b>BUSINESS FAX NUMBER:</b>	
<i>For Department Use Only</i>		
<b>Escrow Amount</b>		
<b>Date Agreement Signed</b> _____		
<b><u>Account Terminated/Canceled</u></b>		
<b>Non-Payment</b>	<b>User Request</b>	<b>Account Number</b>



**Executive Summary**

**January 15, 2015**

**Council Agenda Subject:** Consideration of an Ordinance Releasing approximately 1.4 Acres from Leander’s Extraterritorial Jurisdiction to Cedar Park’s Extraterritorial Jurisdiction and Authorizing the City Manager to Negotiate and Execute an Amendment to the Boundary Agreement between Leander and Cedar Park

**Background:** Subsequent to the December 14, 2006, Boundary Agreement between Leander and Cedar Park, TXDOT realigned F.M. 1431. During this realignment process, TXDOT also released a small area of right-of-way consisting of 1.4 acres, more or less, immediately east of Trails End Road on the south side of F.M. 1431 as shown in Exhibit “A” of the attached, proposed Ordinance.

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

**Financial Consideration:** N/A

**Recommendation:** Staff requests approval of the proposed Ordinance releasing approximately 1.4 acres from Leander’s Extraterritorial Jurisdiction to Cedar Park’s Extraterritorial Jurisdiction and authorizing the City Manager to negotiate and execute an Amendment to the Boundary Agreement between Leander and Cedar Park.

**Attachments:** Proposed Ordinance Releasing approximately 1.4 Acres from Leander’s Extraterritorial Jurisdiction to Cedar Park’s Extraterritorial Jurisdiction and Authorizing the City Manager to Negotiate and Execute an Amendment to the Boundary Agreement between Leander and Cedar Park

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

ORDINANCE NO. \_\_\_\_\_

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, RELEASING 1.4 ACRES, MORE OR LESS, OF LAND FROM THE LEANDER'S EXTRATERRITORIAL JURISDICTION TO THE CITY OF CEDAR PARK'S EXTRATERRITORIAL JURISDICTION; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AMENDMENT TO THE BOUNDARY AGREEMENT BETWEEN THE CITIES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Leander, Texas ("Leander") and the City of Cedar Park, Texas ("Cedar Park") are parties to that certain Agreement for Interlocal Cooperation, Urban Planning, Boundary Determination, Release of Claims and Extraterritorial Jurisdiction effective as of December 14, 2006, (the "Boundary Agreement") in which the cities define the boundary between the cities;

**WHEREAS**, a section of the agreed boundary between the cities is defined by FM 1431, with Leander's territory being located generally north of FM 1431, and Cedar Park's territory being located generally south of FM 1431;

**WHEREAS**, the realignment of FM 1431 resulted in a portion of Leander's extraterritorial jurisdiction ("ETJ"), which is more particularly described in Section 2 (the "Release Area"), to be located generally south of FM 1431;

**WHEREAS**, using FM 1431 as the boundary line in the area of the Release Area promotes the legitimate public purpose of the cities and enhances the effective provision of public services, such as fire, police and utility service, and urban planning that benefit the public health, safety, and welfare of each City's citizens and future citizens, and is consistent with the intent of the Boundary Agreement;

**WHEREAS**, to promote the aforementioned public purposes and benefits, Leander desires to release the Release Area from Leander's ETJ to Cedar Park's ETJ and to authorize the City Manager to negotiate and execute an amendment to the Boundary Agreement to memorialize the modified boundary between the Cities; and

**WHEREAS**, Section 42.023 of the Texas Local Government Code allows municipalities to change the size of their extraterritorial jurisdiction if the governing body gives its consent by ordinance or resolution.

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

**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. Release of Land from Leander's ETJ to Cedar Park.** The 1.4 acre tract, more or less, located in Travis County, Texas, more particularly shown on Exhibit "A", attached hereto and incorporated herein for all purposes (the "Release Area"), being identified as Travis County tax

identification number R786536, and being more particularly described in Exhibit "B" in the instrument recorded under Document Number 2012116130, Official Public Records of Travis County, Texas, is hereby released from Leander's ETJ to the ETJ of Cedar Park. The official map and boundaries of Leander's ETJ, as heretofore adopted and amended, be and is hereby amended so as to remove the Property from the ETJ of Leander.

**Section 3. Amendment to Boundary Agreement.** The City Manager is hereby authorized to negotiate and execute an amendment to the Boundary Agreement that memorializes the modification to the boundary between the Cities resulting from the action taken under this Ordinance.

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

**PASSED AND APPROVED** by the City Council on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

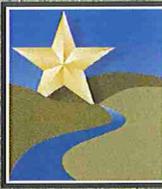
**Attest:**

**THE CITY OF LEANDER, TEXAS**

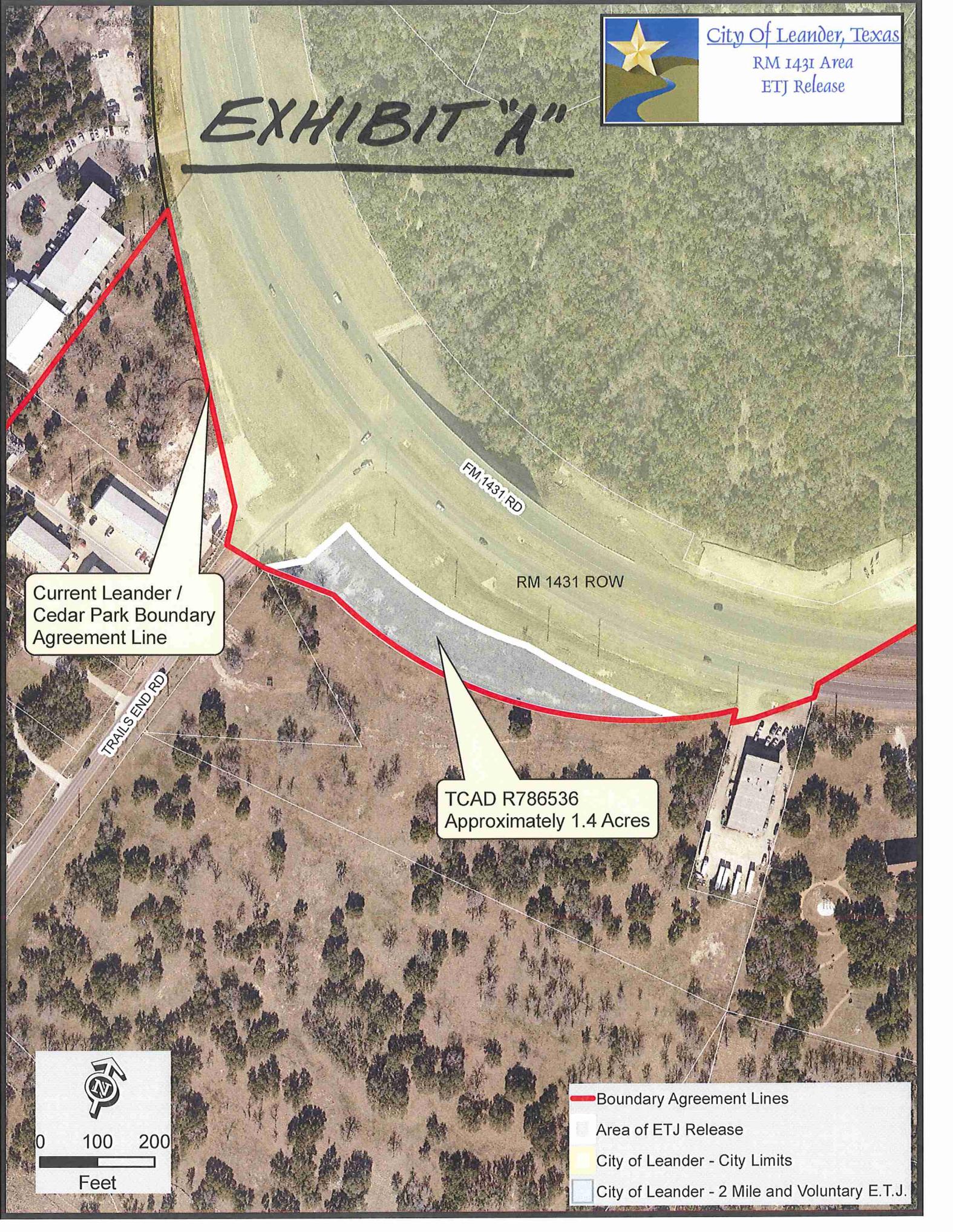
\_\_\_\_\_  
Debbie Haile, City Secretary

\_\_\_\_\_  
Christopher Fielder, Mayor

**EXHIBIT "A"**  
Release Area



# EXHIBIT "A"



Current Leander /  
Cedar Park Boundary  
Agreement Line

TCAD R786536  
Approximately 1.4 Acres



- Boundary Agreement Lines
- Area of ETJ Release
- City of Leander - City Limits
- City of Leander - 2 Mile and Voluntary E.T.J.

**EXHIBIT "B"**  
**Property Description**

# EXHIBIT "B"

FIELD NOTES TO ACCOMPANY MAP OF SURVEY  
1.359 ACRES  
C.G. SETTLE SURVEY NO. 632, A-2201  
TRAVIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 1.359 ACRES OF LAND OUT OF THE C.G. SETTLE SURVEY NO. 632, ABSTRACT 2201, TRAVIS COUNTY, TEXAS, BEING THAT CERTAIN TRACT CALLED 1.363 ACRES DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO JEFFREY N. DRINKARD AND WIFE, JANEEN M. DRINKARD RECORDED IN DOCUMENT NUMBER 2009174352 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE SAID 1.359 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a previously located 60d nail in an old fence corner post on the east line of Trails End Road, since removed and replaced by a new fence corner post, for the southwest corner of the said 1.363 acre Drinkard tract, the same being at the northerly most corner of that certain tract called 1.31 acres in a deed to Jeffrey N. Drinkard and Janeen M. Drinkard recorded in Document Number 2007080283 of the Official Public Records of Travis County, Texas, from which a Mag nail set for reference on the top of the said new fence corner post bears N 17°12' W, 0.85 feet;

THENCE, N 59°41'10" E, along the east line of Trails End Road, at 65.29 feet intersecting the curving south right-of-way line of FM 1431, having a radius of 766.20 feet, from which a broken and buried concrete right-of-way monument at the west end of said curve bears a chord bearing and distance of N 46°22'22" W, 364.89 feet, continuing a **total distance of 75.64 feet** to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;

THENCE, N 28°23'26" E, a distance of 91.06 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc on the curving previous north right-of-way line and present south right-of-way line of FM 1431;

THENCE, with the previous north right-of-way line and present south right-of-way line of FM 1431, along a curve to the left, having a central angle of 32°58'51", a radius of 666.20 feet, an arc of 383.48 feet and a chord bearing and distance of S 76°52'56" E, 378.21 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;

THENCE, with a curve to the left, departing the previous north right-of-way line and with the present south right-of-way line of FM 1431, having a central angle of 11°39'21", a radius of 1450.00 feet, an arc of 294.97 feet and a chord bearing and distance of S 85°05'19" E, 294.47 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc on the present south right-of-way line of FM 1431, the same being the north line of that certain 37.641 acre tract described in a deed to 183 B.C.P., Inc. recorded in Document Number 2002177741 of the Official Public Records of Travis County, Texas, from which a concrete right-of-way monument found at the east end of the said 766.20 foot radius curve bears a chord bearing and distance of N 52°46'39" E, 305.44 feet;

**1.359 Acres**  
**Page 2 of 2**

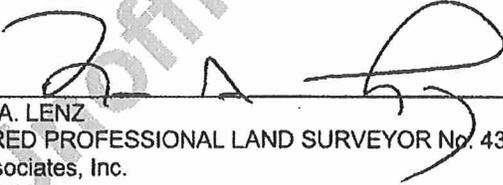
THENCE, with the previous south right-of-way line of FM 1431 and north line of the said 183 B.C.P., Inc. tract, the following two (2) courses and distances:

- 1) Along a curve to the right, having a central angle of 49°45'23", a radius of 766.20 feet, an arc of 665.38 feet and a chord bearing and distance of S 89°09'10" W, 644.67 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 2) N 88°57'07" W, 125.74 feet to the **PLACE OF BEGINNING**, containing 1.359 acre of land, more or less;

BEARING BASIS - TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM VARIOUS SURVEYS PERFORMED ON THE GROUND UNDER MY SUPERVISION FROM MAY 2002 TO JUNE 2012.

**DATE OF DESCRIPTION JUNE 4, 2012**

  
TIMOTHY A. LENZ  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4393  
Lenz & Associates, Inc.  
4303 Russell Drive  
Austin, Texas 78704

2002-0390(1.359 AC).doc



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Jul 18, 2012 10:09 AM

2012116130

SCOTTR: \$48.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



**Executive Summary**

**January 15, 2015**

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**Agenda Subject:** **Consider reappointments to the Board of Adjustment/Appeal for Gil Debner, Mary Orton, Antonio Martinez and Tim Luke**

**Background:** All four of the above mentioned members are currently serving on the Board of Adjustment/Appeal. All of their terms have expired. They have all expressed an interest in remaining on the Board. I spoke with the Board Selection Committee members and they are all in agreement to reappoint the current members to another 2 year term.

**Origination:** Debbie Haile

**Financial Consideration:** No financial impact to the City

**Recommendation:** No staff recommendation

**Attachments:** None

**Prepared By:** Debbie Haile, TRMC, City Secretary



**Executive Summary**

**January 15, 2015**

---

**Agenda Subject:** Consider appointment to the Veterans Park Committee

**Background:** An application from Wilson Early was received for the Veterans Park Committee. Mr. Early meets the qualifications for the committee. Council will not vote on this appointment as committee members to the Veterans Park Committee are appointed by the Mayor

**Origination:** Mayor Fielder

**Financial Consideration:** n/a

**Recommendation:** n/a

**Attachments:** Application for Wilson L. Early

**Prepared By:** Debbie Haile, TRMC, City Secretary



# CITY OF LEANDER, TEXAS



## Board & Commission Application

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

- |  |   |
|--|---|
| <input type="checkbox"/> Planning & Zoning Commission      | <input type="checkbox"/> People with Disabilities Committee |
| <input type="checkbox"/> Economic Development Committee    | <input type="checkbox"/> Board of Adjustment/Appeal         |
| <input type="checkbox"/> Parks & Recreation Advisory Board | <input type="checkbox"/> Ethics Commission                  |
| <input type="checkbox"/> Public Art Commission             | <input checked="" type="checkbox"/> Veterans Park Committee |
| <input type="checkbox"/> TIRZ/Development Authority Board  | <input type="checkbox"/> Library Foundation Board           |

PERSONAL INFORMATION	
Name: <u>Wilson L. Early</u>	
Home Address: <u>2605 N. Walker Dr</u> City <u>Leander</u> Zip <u>78641</u>	
Home Phone: <u>512 259-0916</u> Cell Phone <u>512 547-7074</u>	
Email Address: <u>Wilson615@yahoo.com</u>	
Do you live inside the Leander City Limits? <input checked="" type="checkbox"/> Yes <u>24</u> years <input type="checkbox"/> No <input type="checkbox"/> ETJ?	
Are you a current registered voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide copy of voter registration card	

OCCUPATIONAL INFORMATION	
Business Name: _____	Occupation: <u>Retired US Army</u>
Address: _____	City: _____ Zip: _____
Phone: _____	
Business Owner <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

If yes, list Board or Commission served on: \_\_\_\_\_ Date \_\_\_\_\_

Signature Wilson L. Early Date Sept 29, 2014

**Submit applications with a resume and letter of interest to:**

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

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



**Executive Summary**

**January 15, 2015**

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**Agenda Subject:** Consider an Ordinance establishing a filing fee for filing an application for a place on the ballot

**Background:** As per Section 5.05 of the City Charter, the application for a place on the ballot shall be accompanied by a filing fee, or a petition in lieu of the filing fee, as required by ordinance and not inconsistent with state law. The Council will set the amount of the filing fee to be inserted in the attached ordinance.

**Origination:** City Charter

**Financial Consideration:** n/a

**Recommendation:** n/a

**Attachments:** Ordinance  
Section 5.05 – City Charter  
Subchapter C – Election Code

**Prepared By:** Debbie Haile, TRMC, City Secretary

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ESTABLISHING A FILING FEE FOR APPLICATIONS FOR A PLACE ON THE BALLOT FOR CITY COUNCIL ELECTIONS AND A PETITION IN LIEU OF SUCH FILING FEE; PROVIDING FOR SEVERABILITY, AN OPEN MEETING CLAUSE, AND EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS.**

**WHEREAS**, the registered voters of the City of Leander, Texas (the “City”), approved an amendment to the City Charter which provides for an application for a place on the ballot for City Council elections to be accompanied by filing fee, or a petition in lieu of a filing fee, as set forth in an ordinance adopted by the City Council and not inconsistent with state law;

**WHEREAS**, the City Council herein establishes such filing fee and petition process; and

**WHEREAS**, the filing fee and the petition in lieu of filing fee are adopted in accordance with the City Charter and the Texas Election Code;

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

**Section 1. Findings of Fact.** The findings and recitations set out in the preamble of this Ordinance are found to be true and correct, and they are hereby adopted by the City Council and made a part hereof for all purposes.

**Section 2. Filing Fee for Place on the Ballot and Petition in Lieu of Filing Fee.** Article 1.03 of the Leander Code of Ordinances (the “Code”), is hereby modified and amended by adding Section 1.03.002, entitled “Filing Fee for Place on the Ballot; Petition in Lieu of Fee”, to read as follows:

**Sec. 1.03.002 Filing Fee for Place on the Ballot; Petition in Lieu of Filing Fee**

- (a) An application for a place on the ballot for a city council election shall be accompanied by a filing in the amount set forth in Section A1.007, Appendix A of the Code, or a petition meeting the requirements set forth in Section 1.03.002(b).
- (b) In lieu of a filing fee, the application may be accompanied by a petition supporting the applicant’s placement on the ballot for the position sought that contains the greater of: (1) twenty-five signatures; or (2) one-half of one percent of the total vote received in the territory from which the office is elected by all candidates for mayor in the most recent mayoral general election. The petition must comply with the applicable requirements set forth in Subchapter C, Chapter 141, Texas Election Code, as amended. To be valid, the signatures must comply with the requirements set forth in Section 141.063, Texas Election Code, as

**Comment [PS1]:** The number of signatures here is the minimum set by state law. Council can set a higher number, within reason.

amended.

- (c) An application that does not include a filing fee or a petition in lieu of a filing fee that complies with this Section will be rejected.
- (d) The City Secretary shall review an application accompanied by a petition in lieu of filing fee and the petition to determine whether the application and petition comply with the requirements state law and this Section, as applicable, as soon as practicable after receipt of the application and petition, but no later than the [redacted] day after the date the candidate's application and petition are received by the City Secretary. If the application and/or petition do not comply with state law and/or the requirements of this Section, as applicable, the City Secretary shall reject the application and the petition and immediately deliver to the candidate written notice for the reason for the rejection. A determination that a petition complies with this Section does not preclude a later determination that the petition does not comply.
- (e) A filing fee shall be refunded to the candidate or the candidate's estate, as appropriate, if before the date of the election for which the application is made: (1) the candidate dies, (2) is declared ineligible, or (3) the candidate's application is determined not to comply with the requirements as to form, content and procedure that it must satisfy for the candidate's name to be placed on the ballot. This subsection shall be administered in accordance with Section 141.038, Texas Election Code, as amended.

**Comment [PS2]:** When just an application needs to be reviewed, state law requires the application be reviewed in five days. When a petition accompanies an application, the review must be completed as soon as practicable. I recommend setting a reasonable deadline, so that prospective candidates can time their applications appropriately, giving them time for corrections.

**Section 3. Filing Fee.** Appendix A, Article A1.000 is hereby amended by adding Section A1.007, entitled "Filing Fee for Place on the Ballot" to read as follows:

**Sec. A1.007 Filing Fee for Place on the Ballot**

A fee in the amount of \$ [redacted] shall be charged to each person who files for a place on the ballot for a City Council election, unless such person files a petition in lieu of the filing fee in accordance with Section 1.03.002 of the Code.

**Section 4. Amendment of Conflicting Ordinances.** The Code is hereby amended as provided in this Ordinance. All parts of ordinances in conflict herewith are hereby amended to the extent of such conflict only. To the extent of a conflict between this Ordinance and another ordinance of the City, this Ordinance shall control.

**Section 5. Effective Date.** This Ordinance shall be in full force and effect after final passage and publication in the manner required by the Texas Local Government Code and the Charter.

**Section 6. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any section, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of

any such invalid section, paragraph, sentence, clause or phrase. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 8. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was 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, Texas Government Code, Chapter 551.

**PASSED AND APPROVED** on this \_\_\_\_\_ day of January, 2015.

ATTEST:

**The City of Leander, Texas**

\_\_\_\_\_  
Debbie Haile, City Secretary

\_\_\_\_\_  
Christopher Fielder, Mayor

**Section 5.04. Conduct of Elections.** All elections shall be held in accordance with state law and the ordinances adopted by the council for the conduct of elections. The council shall appoint the election judges, provide for other election officials, and establish and alter the voting precincts by ordinance. In the absence of state law providing regulations for the conduct of any election the council shall provide such regulations by ordinance.

**Section 5.05. Filing for Office.** Candidates for office shall make application for a place on the ballot within the times prescribed by the Texas Election Code. In the absence of a filing deadline established by state law, applications for a place on the ballot shall be filed no later than 5 p.m. of the 45th day before election day. All applications shall designate the position sought and applications for councilmember shall include the Place number. The application shall be accompanied by a filing fee, or a petition in lieu of the filing fee, as required by ordinance and not inconsistent with state law. It shall be the duty of the city secretary to place the name of all qualified candidates, making timely application, on the official ballot. Each candidate for the council or any other elective office shall meet the following qualifications:

- (a) Have all the qualifications for a councilmember as described in Section 3.02 of this charter.
- (b) No candidate may file for more than one (1) office or place in an election, or elections, held on the same date.
- (c) No candidate may withdraw from an election and file for another office or place at the same election.
- (d) Each candidate shall file such application as required by ordinance.

[Amended May 2013]

**Section 5.06. Polling Places.** The council shall establish one or more election precincts and provide polling places as necessary for city elections. Until established otherwise by ordinance, the entire city shall be one election precinct and the city hall shall be the polling place for all city elections.

**Section 5.07. Official Ballots.**

- (a) **Names on Ballot.** The name of each candidate for office, except those who have withdrawn, died or become ineligible two business days or more prior to the start of early voting, shall be printed on the official ballots without party designation or symbol, and in the form designated by the candidate. If two or more candidates have the same surname or surnames so similar as to be likely to cause confusion, their residence addresses shall be printed with their names on the ballot.

## SUBCHAPTER C. PETITION

Sec. 141.061. APPLICABILITY OF SUBCHAPTER. This subchapter applies to each petition filed in connection with a candidate's application for a place on the ballot.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.  
Amended by Acts 1987, 70th Leg., ch. 493, Sec. 1, eff. Sept. 1, 1987.

Sec. 141.062. VALIDITY OF PETITION. (a) To be valid, a petition must:

- (1) be timely filed with the appropriate authority;
- (2) contain valid signatures in the number required by this code; and
- (3) comply with any other applicable requirements for validity prescribed by this code.

(b) A petition may consist of multiple parts.

(c) After the filing deadline:

- (1) a candidate may not amend a petition in lieu of a filing fee submitted with the candidate's application; and
- (2) the authority with whom the application is filed may not accept an amendment to a petition in lieu of a filing fee submitted with the candidate's application.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.  
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 254 (H.B. [1135](#)), Sec. 2, eff. September 1, 2011.

Sec. 141.063. VALIDITY OF SIGNATURE. (a) A signature on a petition is valid if:

- (1) except as otherwise provided by this code, the signer, at the time of signing, is a registered voter of the territory from which the office sought is elected or has been issued a registration certificate for a registration that will

become effective in that territory on or before the date of the applicable election;

(2) the petition includes the following information with respect to each signer:

(A) the signer's residence address;

(B) the signer's date of birth or the signer's voter registration number and, if the territory from which signatures must be obtained is situated in more than one county, the county of registration;

(C) the date of signing; and

(D) the signer's printed name;

(3) the part of the petition in which the signature appears contains the affidavit required by Section [141.065](#);

(4) each statement that is required by this code to appear on each page of the petition appears, at the time of signing, on the page on which the signature is entered; and

(5) any other applicable requirements prescribed by this code for a signature's validity are complied with.

(b) The signature is the only information that is required to appear on the petition in the signer's own handwriting.

(c) The use of ditto marks or abbreviations does not invalidate a signature if the required information is reasonably ascertainable.

(d) The omission of the state from the signer's residence address does not invalidate a signature unless the political subdivision from which the signature is obtained is situated in more than one state. The omission of the zip code from the address does not invalidate a signature.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Amended by Acts 1997, 75th Leg., ch. 1349, Sec. 52, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 726 (H.B. [1509](#)), Sec. 1, eff. September 1, 2005.

Sec. 141.064. METHOD OF ACQUIRING SIGNATURE. A person circulating a petition must:

(1) before permitting a person to sign, point out and read to the person each statement pertaining to the signer that appears on the petition;

(2) witness each signature;

(3) ascertain that each date of signing is correct;

and

(4) before the petition is filed, verify each signer's registration status and ascertain that each registration number entered on the petition is correct.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Sec. 141.065. AFFIDAVIT OF CIRCULATOR. (a) Each part of a petition must include an affidavit of the person who circulated it stating that the person:

(1) pointed out and read to each signer, before the petition was signed, each statement pertaining to the signer that appears on the petition;

(2) witnessed each signature;

(3) verified each signer's registration status; and

(4) believes each signature to be genuine and the corresponding information to be correct.

(b) If a petition contains an affidavit that complies with Subsection (a), for the purpose of determining whether the petition contains a sufficient number of valid signatures, the authority with whom the candidate's application is filed may treat as valid each signature to which the affidavit applies, without further verification, unless proven otherwise.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Sec. 141.066. SIGNING MORE THAN ONE PETITION PROHIBITED.

(a) A person may not sign the petition of more than one candidate for the same office in the same election.

(b) The following statement must appear at the top of each page of a petition: "Signing the petition of more than one candidate for the same office in the same election is prohibited."

(c) A signature on a candidate's petition is invalid if the signer signed the petition subsequent to signing a petition of another candidate for the same office in the same election.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Amended by Acts 1997, 75th Leg., ch. 864, Sec. 94, eff. Sept. 1, 1997.

Sec. 141.067. WITHDRAWAL OF SIGNATURE. (a) A signature may be withdrawn from a petition as provided by this section.

(b) To withdraw a signature, the signer must request that the signer's signature be withdrawn.

(c) To be effective, a withdrawal request must:

(1) be in writing and be signed and acknowledged by the signer of the petition; and

(2) be filed with the authority with whom the petition is required to be filed not later than the date the petition is received by the authority or the seventh day before the petition filing deadline, whichever is earlier.

(d) A withdrawal request filed by mail is considered to be filed at the time of its receipt by the appropriate authority.

(e) The signer must deliver a copy of the withdrawal request to the candidate when the request is filed.

(f) The filing of an effective withdrawal request nullifies the signature on the petition and places the signer in the same position as if the signer had not signed the petition.

(g) If the withdrawal of a signature reduces the number of signatures on the petition below the prescribed minimum for the petition to be valid, the authority with whom the request is filed shall notify the candidate immediately by telephone, telegram, or an equally or more expeditious method of the number of withdrawn signatures. Before the third day after the date

the candidate receives the notice, the candidate's petition may be supplemented with signatures equal in number to the number of signatures withdrawn.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Amended by Acts 1997, 75th Leg., ch. 864, Sec. 95, eff. Sept. 1, 1997.

Sec. 141.068. DUTY OF LOCAL AUTHORITY TO VERIFY SIGNATURES. (a) On request of the secretary of state, a voter registrar shall verify the voter registration status of a signer of a petition filed with the secretary who the petition indicates is registered or has been accepted for registration in the county served by the registrar.

(b) On request of the secretary of state, a county clerk shall ascertain from the records in the clerk's custody whether a signer of a petition filed with the secretary is shown to have voted in a particular election.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Sec. 141.069. VERIFYING SIGNATURES BY STATISTICAL SAMPLE. If signatures on a petition that is required to contain more than 1,000 signatures are to be verified by the authority with whom the candidate's application is required to be filed, the authority may use as the basis for the verification any reasonable statistical sampling method that ensures an accuracy rate of at least 95 percent.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Amended by Acts 1987, 70th Leg., ch. 54, Sec. 16(b), eff. Sept. 1, 1987; Acts 1997, 75th Leg., ch. 1349, Sec. 53, eff. Sept. 1, 1997.