



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

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



Thursday ~ March 5, 2015 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette (Mayor Pro Tem)

Place 2 – Kirsten Lynch

Place 3 – Vacant

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: Police Chief Minton: Presentation of the 2014 Leander Police Department Annual Report
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
5. Presentation from Andrew Hoekzema with Capital Area Council of Governments (CAPCOG)

CONSENT AGENDA: ACTION

6. Approval of the minutes: February 19, 2015
7. Second Reading of an Ordinance of the City of Leander, Texas annexing 35.48 acres of land, more or less, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.
8. Second Reading of an Ordinance of the City of Leander, Texas annexing 261.17 acres of land, more or less, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.
9. License Agreement with Capital Metro for Liberty Fest Fireworks
10. Second Reading of an Ordinance on Zoning Case #15-Z-002: amending Ordinance 05-018, the Composite Zoning Ordinance for the property located 1195 Sonny Drive, Leander, Williamson County, Texas
11. Receive Quarterly Investment Report for the period ending 12/31/14
12. Dedication and Acceptance of Subdivision Infrastructure Improvements for Northside Meadow Phase 2 Subdivision
13. Addendum #1 to the Palmera Ridge Development Agreement and Addendum #1 to the Palmera Ridge Facilities Agreement between the City of Leander and Palmera Ridge Development, Inc.; Hanna/Magee LP #1; and Palmera Ridge Municipal Utility District for 220 acres, more or less, generally located northwest of the intersection of Hero Way and Ronald Reagan Blvd. and within the extraterritorial jurisdiction of the City of Leander, Williamson County, Texas

14. Amendment to the Oak Creek PID Financing Agreement
15. Amendment to the Oak Creek TIRZ Development and Reimbursement Agreement

PUBLIC HEARING: ACTION

16. **Public Hearing** on Ordinance Case #15-OR-002: Consider amending sections of the the Composite Zoning Ordinance, to update the architectural standards, modify Garage Setback requirements, update the use matrix table and modify the landscape requirements

Action on Ordinance Case #15-OR-002: Ordinance amending sections of the Composite Zoning Ordinance, to update the architectural standards, modify Garage Setback requirements, update the use matrix table and modify the landscape requirements

REGULAR AGENDA

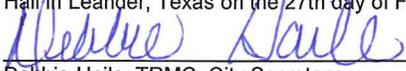
17. Consider An Ordinance of the City of Leander Amending Table V-B, Annual Projected Debt Service and Administrative Expenses and Appendix B, Payment of the Special Assessments in Periodic Annual Installments of the Service and Assessment Plan for the Oak Creek Public Improvement District.
18. Consider an Ordinance of the City of Leander, Texas, amending Ordinance No. 14-058-00 adopting the annual budget of the City of Leander, Texas for Fiscal Year 2014-2015
19. Consider Agreement for Consulting Services for Signal Modifications for US 183 and Crystal Falls Parkway Intersection submitted by R-K Traffic Engineering
20. Consider approval of the expenditure of approximately \$1,724,620 by the Brushy Creek Regional Utility Authority to Leander as reimbursement for the acquisition of the Gross Tract
21. Consider rescheduling of the March 19, 2015 City Council meeting

EXECUTIVE SESSION

22. Convene into executive session pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property
23. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the acquisition and value of real property
24. Council Members Closing Statements
25. 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 27th day of February, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.


Debbie Haile, TRMC, City Secretary



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

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



Thursday ~ February 19, 2015 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette (Mayor Pro Tem)

Place 2 – Kirsten Lynch

Place 3 – Vacant

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
Mayor Fielder delivered the invocation
2. Roll Call
All present
3. Staff Comments:
Dr. Vic Villarreal, Chairman of the ACC Board of Directors announced that Eric Zeno was appointed Chairman of the Bond Oversight Committee for Austin Community College
Wayne Watts, City Engineer introduced Patrick Wells, new Storm Water Inspector for the City
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
No citizen comments
5. Receive Annual Financial Report for Year Ending September 30, 2014
Robert Powers, Finance Director explained
Paula Lowe with Patillo, Brown and Hill, L.L.P. presented the financial report to the council

CONSENT AGENDA: ACTION

6. Approval of the minutes: February 5, 2015 (Regular and Additional Item)
7. Submission of Racial (Biased Based) Profiling Report for Calendar Year 2014
8. Dedication and Acceptance of Subdivision Infrastructure Improvements for Hawke's Landing Subdivision, Phase I
Motion made by Mayor Pro Tem Navarrette to approve the consent agenda. Second by Council Member Siebold. Motion passes, all voting "aye"

Mayor Fielder moved to item # 15 at this time

PUBLIC HEARING: ACTION

9. **Public Hearing** on Zoning Case #15-Z-001: Consider a zoning change for a portion of a tract of land for 1.7 acres, more or less, generally located to the northwest of the intersection of South Bagdad Road and Marsala Circle from LO-2-B, Local Office, to 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

No speakers

Action on Zoning Case #15-Z-001: 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

Kurt VanderMeulen, representative for the owner explained

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

10. **Public Hearing** on Zoning Case #15-Z-002: Consider a zoning change for a parcel of land for 10.00 acres, more or less, located at 1195 Sonny Drive from SFR-1-B, Single Family Rural to SFR-2-B, Single Family Rural, Leander, Williamson County, Texas
Applicant: John Avery on behalf of Mission Presbytery Inc. /Caz Minter
Tom Yantis, Asst. City Manager explained

No speakers

Action on Zoning Case #15-Z-002: amending Ordinance 05-018, the Composite Zoning Ordinance for the property located 1195 Sonny Drive, Leander, Williamson County, Texas

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

11. **Public Hearing** on Subdivision Case #14-CP-013: Hold a public hearing on the Palmera Bluff Concept Plan, for 220.30 acres more or less; generally located to the east of the eastern terminus of San Gabriel Pkwy, north of the Palmera Ridge Subdivision, and to the west of Ronald Reagan Blvd, Williamson County Texas.
Tom Yantis, Asst. City Manager explained

No speakers

Action on Subdivision Case #14-CP-013: Concept Plan for Palmera Bluff will be considered with Item # 12 on the agenda

Action on the concept plan will be considered with item #12

REGULAR AGENDA

12. Consider Addendum #1 to the Palmera Ridge Development Agreement and Addendum #1 to the Palmera Ridge Facilities Agreement between the City of Leander and Palmera Ridge Development, Inc.; Hanna/Magee LP #1; and Palmera Ridge Municipal Utility District for 220 acres, more or less, generally located northwest of the intersection of Hero Way and Ronald Reagan Blvd. and within the extraterritorial jurisdiction of the City of Leander, Williamson County, Texas

Tom Yantis, Asst. City Manager explained

Motion made by Council Member Siebold to approve with change to limit the clearing to the road rights-of-way, the drainage areas, the ponds and areas where deemed necessary as approved by the Planning Department. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"

13. Consider a Resolution approving the annexation of 220.30 acres of land, more or less, by and an increase in bonding authority of Palmera Ridge Municipal Utility District of Williamson County

Tom Yantis, Asst. City Manager explained

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

14. Consider amendments to the Subdivision Ordinance, Chapter 10, Exhibit A, Section 61, Park Land Dedication and Park Improvements

Steve Bosak, Director of Parks & Recreation explained

Harry Savio – 8140 Exchange – spoke against

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

15. Consider a Resolution Agreement to provide matching funds as required by the Criminal Justice Division (CJD) of the Governor's Office grant for the continued funding of the Victim Services Coordinator position

Greg Minton, Police Chief explained and introduced Myrna Fuentes, Victim Service Coordinator

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

Mayor Fielder moved back to item # 9

16. First Reading of an Ordinance of the City of Leander, Texas annexing 35.48 acres of land, more or less, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

Tom Yantis, Asst. City Manager explained

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

17. First Reading of an Ordinance of the City of Leander, Texas annexing 261.17 acres of land, more or less, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

Tom Yantis, Asst. City Manager explained

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

18. Consider Award for Two (2) Pumper Truck Vehicles for Fire Department
Robert Powers, Finance Director explained

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

19. Consider an Ordinance closing, vacating, and abandoning a portion of street right-of-way of Old 2243 West, authorizing conveyance to the abutting property owner, and providing findings of fact and other matters
Wayne Watts, City Engineer explained

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

EXECUTIVE SESSION

20. Convene into executive session pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property

**Council convened into executive session at 8:15 pm
Council reconvened into open session at 8:26 pm**

21. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the acquisition and value of real property

**Motion made by Mayor Pro Tem Navarrette to move that Leander deposit the Special Commissioner's award of \$1,724,620.00 with the County Court of Travis County for the Gary and Cathy Gross property for the BCRUA Deep Water Intake subject to approval of BCRUA's reimbursement of Leander.
Second by Council Member Siebold. Motion passes, all voting "aye"**

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

Mayor Fielder asked for an agenda item for March 5th to consider possible rescheduling of the March 19th meeting due to not having a quorum

23. Adjournment
With there being no further business, the meeting adjourned at 8:27 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

March 5, 2015

Agenda Subject: Second reading of an ordinance of the City of Leander, Texas annexing 35.48 acres of land, more or less, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

Background: The 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 two public hearings were conducted January 15, 2015 and January 29, 2015. The first reading was conducted on February 19, 2015.

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

Origination: Applicants

Recommendation: Staff recommends approving the ordinance on 2nd reading.

Attachments:

1. Annexation Ordinance
2. Location map

Prepared by: Tom Yantis, AICP
Assistant City Manager

2/26/2015

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 35.48 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

SECTION 2. All portions of the following three tracts of land, being a total of 35.48 acres, more or less, including the abutting roadways and rights-of-way (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

- Tract 1. All portions of that certain tract or parcel of land being 21.690 acres, more or less, out of the and part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, recorded in Volume 343, Page 553 of the Deed Records of Williamson County, Texas and being more particularly described and shown in Exhibit "A" attached hereto and

incorporated herein for all purposes.

Tract 2. All portions of that certain tract or parcel of land being 12.580 acres, more or less, out of the and part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, recorded in Volume 343, Page 553 of the Deed Records of Williamson County, Texas and being more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 3. All portions of that certain tract or parcel of land being 1.210 acres, more or less, out of the and part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted, as modified by that certain Agreement Regarding Consent To Creation Of Municipal Utility Districts And Development Of The Wedemeyer Ranch between the City, Barkley Wedemeyer ("Wedemeyer"), and Leander Municipal Utility Districts Nos. 1, 2, and 3 (the "MUDS") signed by the City on December 30, 2008 and by Wedemeyer on December 5, 2008, as it may be amended from time to time (the "Development Agreement").

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

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

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

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

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

PASSED AND APPROVED on First Reading this ____ day of _____, 2015.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2015.

ATTEST:

CITY OF LEANDER, TEXAS

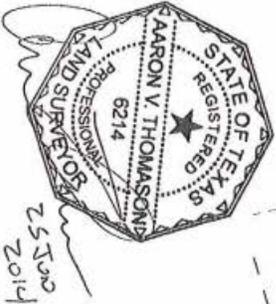
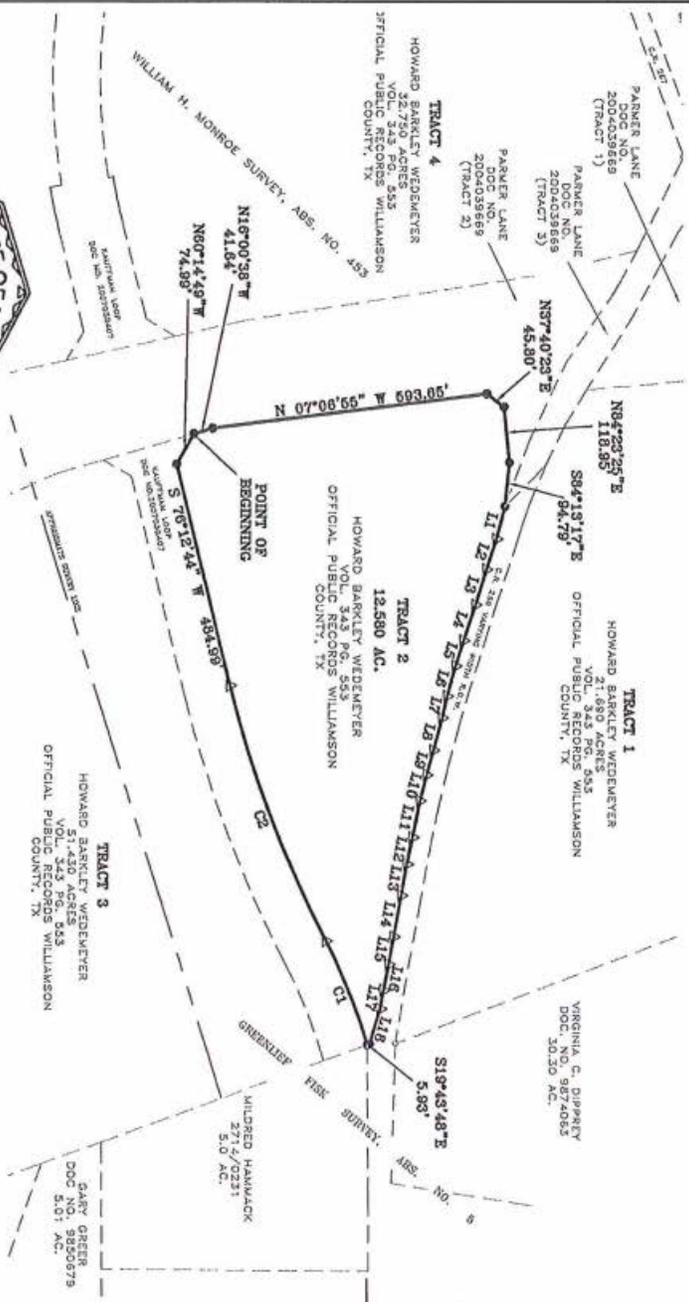
Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit "A"

Property Descriptions: +/- 35.48 acres (comprised of 3 tracts of land)

SKETCH TO ACCOMPANY FIELD NOTES



25300
2014

SHEET 1 OF 2

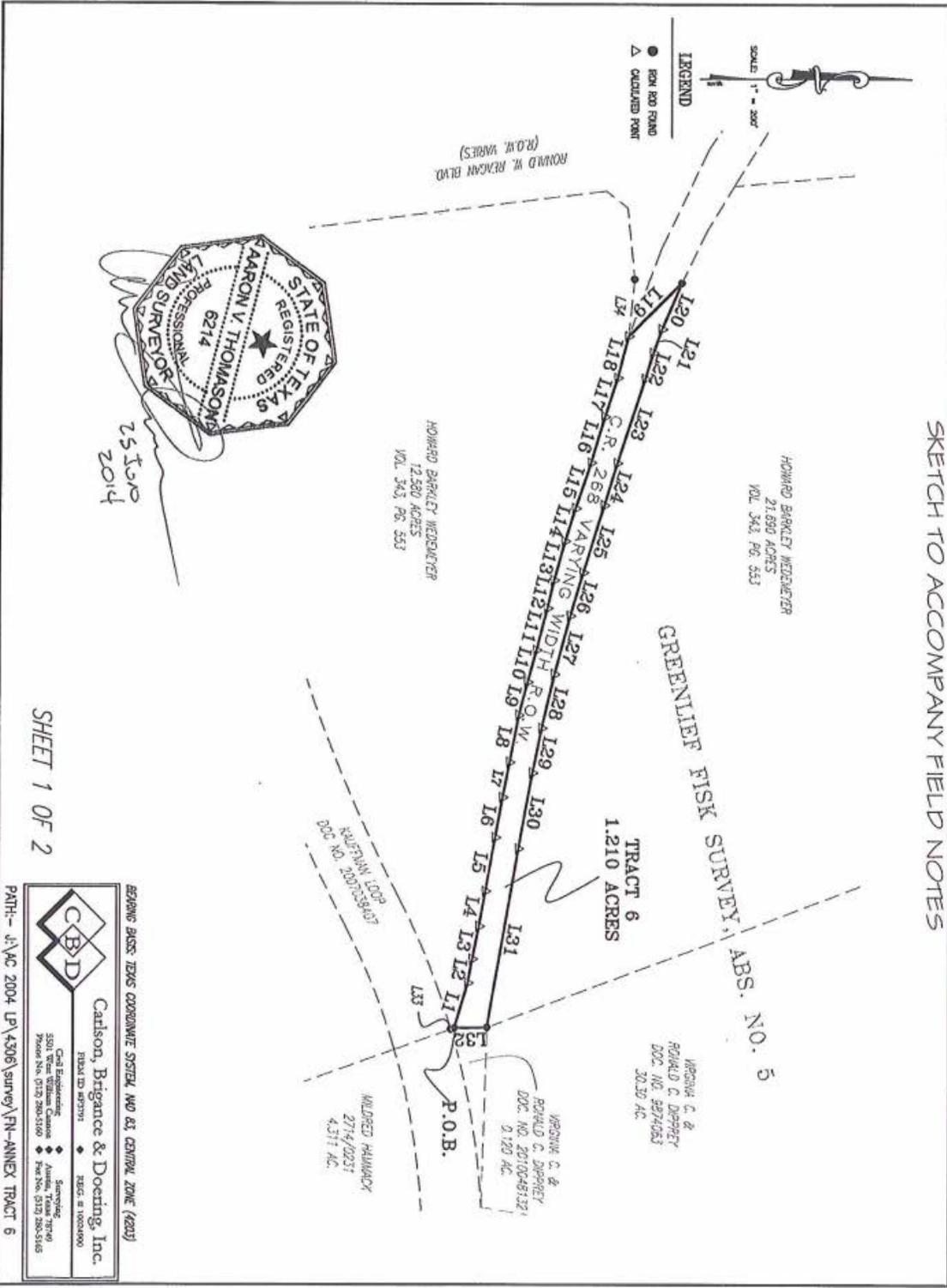
BEARING BASIS TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

Carlson, Brigrance & Doering, Inc.
 PROVIDING SURVEYING SERVICES SINCE 1920

Civil Engineering
 3501 West Williams Canyon
 Austin, Texas 78749
 Phone No. (512) 280-5180
 Fax No. (512) 280-5165
 Surveying
 18204 W. 102nd Street
 Houston, Texas 77058
 Phone No. (281) 280-5180
 Fax No. (281) 280-5165

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SKETCH TO ACCOMPANY FIELD NOTES



SHEET 1 OF 2

BOUNDARY MARKS TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

Carlson, Brigrance & Doering, Inc.
 FIELD ID: 497716 • BECS: 41002400

Chief Estimator: 5501 West Williams Causeway, Austin, Texas 78749
 Phone No. 0120 280-5100 • Fax No. 0120 280-5145

Surveyors: James, Texas 78749
 Phone No. 0120 280-5100 • Fax No. 0120 280-5145

PATH: J:\AC 2004 LP\4306\survey\FN-ANNEX TRACT 6

Exhibit "B"

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

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

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

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

WHEREAS, the subject property is subject to that certain Agreement Regarding Consent To Creation Of Municipal Utility Districts And Development Of The Wedemeyer Ranch between the City, Barkley Wedemeyer ("Wedemeyer" or "the Developer"), and Leander Municipal Utility Districts Nos. 1, 2, and 3 (the "MUDS") signed by the City on December 30, 2008 and by Wedemeyer on December 5, 2008, and subsequent amendments (the "Consent Agreement");

WHEREAS, the City and Wedemeyer are parties to that certain Memorandum of Agreement dated February 6, 2014, amended on May 15, 2014 and as it may be subsequently amended, providing for the City and the District to construct certain water infrastructure to provide water to the subject property and the rest of the Wedemeyer development (the "MOA");

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 no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force 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 to the GC-3-C zoning district upon request of the landowner or staff; provided that the subject property shall be entitled to developed with the uses and the development standards set forth in the GC-3-C zoning district. Development of the property shall comply with the uses and development standards for the GC-3-C zoning district as set forth in the City's zoning regulations. 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. It is the City Council's intent to zone the subject property at the Owner's request to the GC-3-C zoning district.

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. 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, except as otherwise provided in the MOA. 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.

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) Wastewater service will be provided to the subject property in accordance with the Consent Agreement and applicable ordinances, regulations and policies of the City and State of Texas in effect from time to time (except as modified by the Consent Agreement).

(B) At such time that the wastewater treatment facilities are conveyed to the City, wastewater service shall be provided to the subject property as set forth in this section.

(iii) The property owner may request interim wastewater service from the City pending completion of the wastewater facilities to be constructed under the Consent Agreement (the "Permanent Facilities"). In the event of a request for interim wastewater service under this subsection, wastewater service will be provided to the subject property, or applicable portions thereof, by the City in accordance with the applicable ordinances, rules and regulations for the provision of wastewater service; and subject to the terms of any wholesale wastewater service agreements or similar agreements (the "Interlocal Agreements") that may apply to the subject property. Such request shall be subject to all the ordinances, regulations, Interlocal Agreements, and policies of the City in effect from time to time for the extension of wastewater service. The subject property's owner shall construct the internal wastewater lines and any required on-site facilities and pay the costs of line extensions and construction of facilities necessary to extend interim wastewater service to the subject property. The property owner will design and construct the internal facilities, and to the extent possible, the off-site facilities so that such facilities can be connected to the Permanent Facilities after completion. Upon acceptance of the wastewater lines and facilities 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, Interlocal Agreements, 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 applicable to the service area in which the subject property is located. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

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

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

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

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

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

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

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

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

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

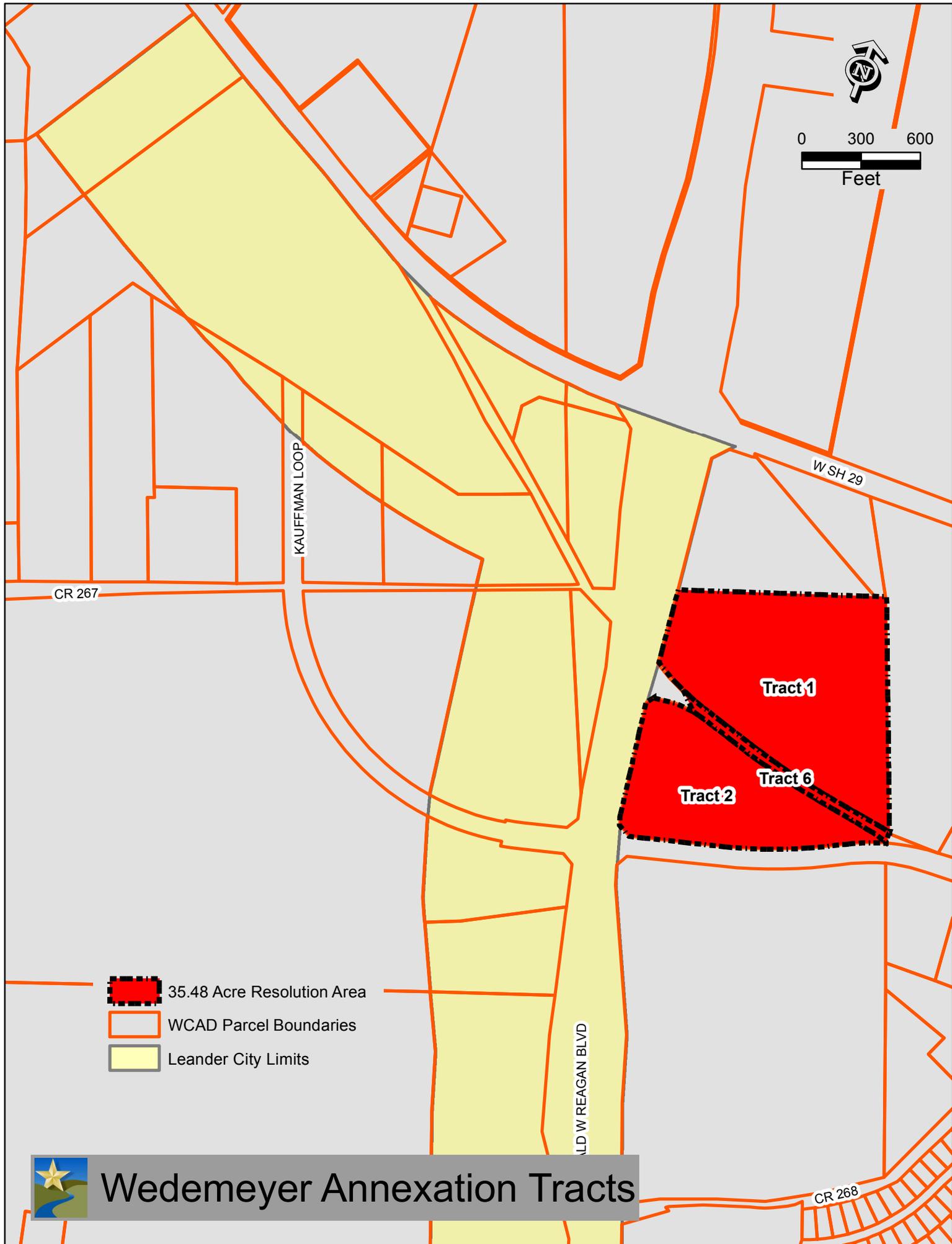
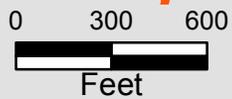
(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: The capital improvements planned to serve the subject property are set forth in the Consent Agreement and the MOA. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment.

(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.

(6) **MOA and Consent Agreement Controlling.** In the event of any conflict between this Municipal Services Plan and the Consent Agreement or the MOA, as applicable, the Consent Agreement or MOA, as appropriate, will control.



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



Wedemeyer Annexation Tracts

CR 268



Executive Summary

March 5, 2015

Agenda Subject: Second reading of an ordinance of the City of Leander, Texas annexing 261.17 acres of land, more or less, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

Background: The 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 two public hearings were conducted on January 15, 2015 and January 29, 2015. The first reading was approved on February 19, 2015.

This is a voluntary annexation.

Origination: Applicants

Recommendation: Staff recommends approving the ordinance on 2nd reading.

Attachments:

1. Annexation Ordinance
2. Location map
3. Property owner request for annexation

Prepared by: Tom Yantis, AICP
Assistant City Manager

2/26/2015

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 261.17 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

SECTION 2. All portions of the following four tracts of land, being a total of 261.17 acres, more or less, including the abutting roadways and rights-of-way (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

Tract 1. All portions of that certain tract or parcel of land being 63.729 acres, more or less, out of the and part of the Charles Cochran Survey, Abstract No. 134, located in Williamson County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 2. All portions of that certain tract or parcel of land being 63.619 acres, more or less, out of the and part of the Charles Cochran Survey, Abstract No. 134, located in Williamson County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 3. All portions of that certain tract or parcel of land being 127.269 acres, more or less, out of the and part of the Charles Cochran Survey, Abstract No. 134, located in Williamson County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 4. All portions of that certain tract or parcel of land being 6.553 acres, more or less, out of the and part of the Charles Cochran Survey, Abstract No. 134, located in Williamson County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

PASSED AND APPROVED on First Reading this ____ day of _____, 2015.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2015.

ATTEST:

CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit “B”

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code

enforcement services by present personnel, equipment and facilities.

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If

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

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

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

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

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

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

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

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

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

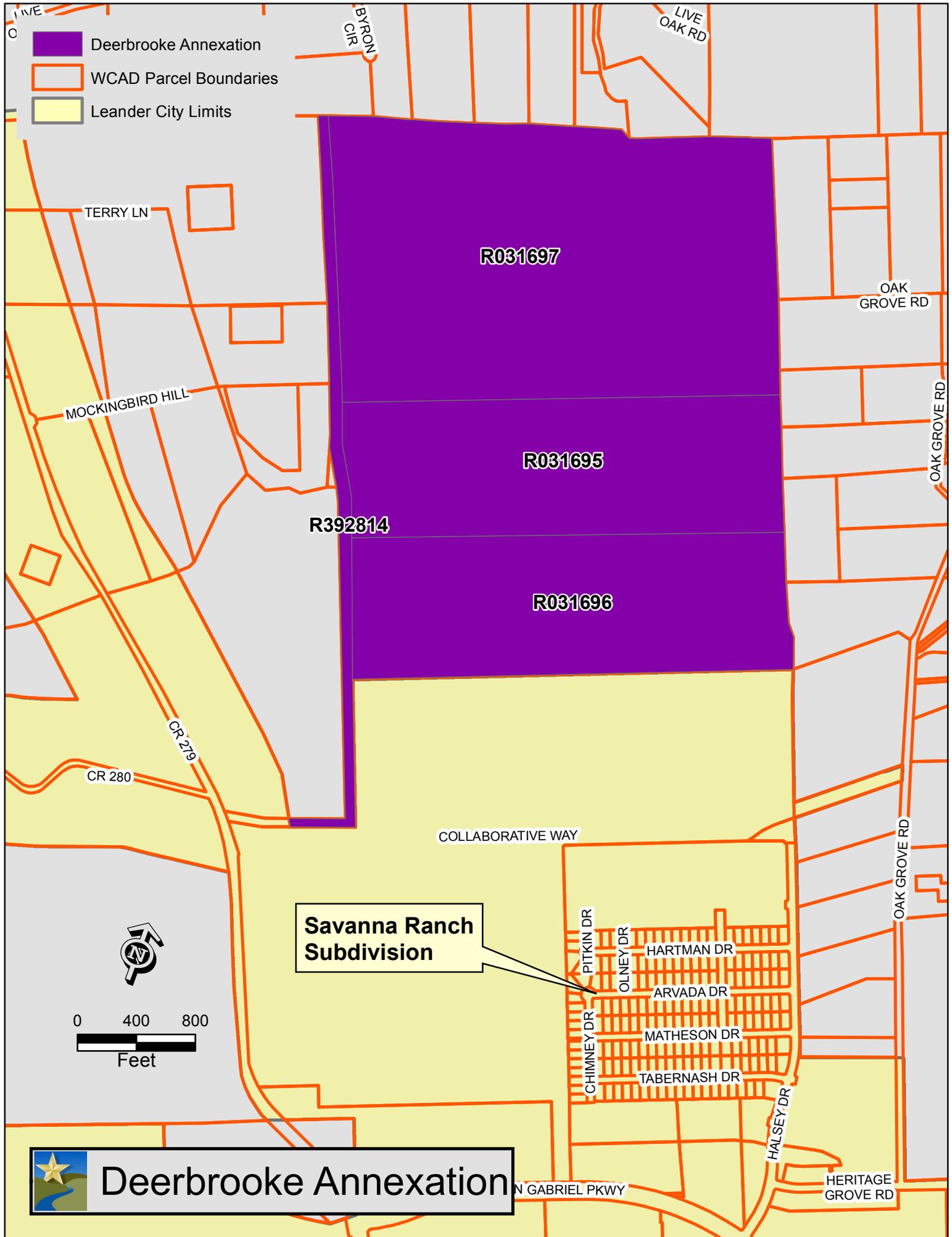
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

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

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

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

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



Deerbrooke Annexation
WCAD Parcel Boundaries
Leander City Limits

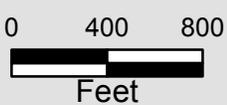
R031697

R031695

R392814

R031696

Savanna Ranch
Subdivision



Deerbrooke Annexation

Tom Yantis, Director of Development Services
City of Leander
200 W. Willis Street
Leander, Tx 78641

RE: Deerbrooke subdivision

Dear Mr. Yantis,

Please accept this letter as our formal request to voluntarily annex the following tracts off of CR 279 into the City of Leander;

Tract 1: 63.729 ac (R0131696)

Tract 2: 63.619 ac (R031695)

Tract 3: 127.269 ac (R031697)

Tract 4: 6.553 ac (R392814)

The tracts total 261.7 acre and are wholly contained within the Williamson County and the City of Leander's Extra Territorial Jurisdiction.

Please let me know if have any questions or need additional information.

Sincerely,



Deerbrooke Austin Land LLC
Randy Rollo, Partner

cc: David Singleton, Southwest Land Services, Inc.
Larry Hanrahan, Civil E Engineering
Robin Griffin, City of Leander

Tom Yantis, Director of Development Services
City of Leander
200 W. Willis Street
Leander, Tx 78641

RE: Deerbrooke subdivision

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Tract 4: 6.553 ac (R392814)

The tracts total 261.17 acre and are wholly contained within the Williamson County and the City of Leander's Extra Territorial Jurisdiction.

Please let me know if have any questions or need additional information.

Sincerely,



Deerbrooke Austin Land LLC
Randy Rollo, Partner

cc: David Singleton, Southwest Land Services, Inc.
Larry Hanrahan, Civil E Engineering
Robin Griffin, City of Leander



Executive Summary

March 5, 2014

Subject: Approval of a License Agreement with Capital Metro for Liberty Fest Fireworks

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

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

Financial Consideration: None

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

Attachments: License Agreement

Prepared by: Stephen Bosak, Parks & Recreation Director

LICENSE AGREEMENT

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

Whereas, the City wishes to use a portion of Capital Metro’s Property identified in Exhibit A (the “Licensed Property”) that is hereby attached and made part of this Agreement to launch fireworks for the City’s 2015 Fourth of July Liberty Fest Celebration on July 4, 2015 (“**Liberty Fest 2015**”); and,

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

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

Section 1. Terms.

- (a) Capital Metro owns the Park and Ride facility located at 800 U.S. Highway 183 in Leander, Texas (“Park and Ride”). Capital Metro hereby grants an exclusive personal license to the City to use the portion Park and Ride depicted on the map set forth on Exhibit A, attached hereto (“Licensed Property”), for the limited purpose for use as a launch site for the firework display for the **Liberty Fest 2015** event, including the right to set up the necessary equipment and temporary facilities or tents (“Permitted Use”). The Park and Ride and the Licensed Property shall be collectively referred to herein as the “Property”.

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

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

(c) The City must comply with the following:

- i. The City must post flyers with maps on vehicles parked in the Park and Ride parking lot at least 3 days prior to the **Liberty Fest 2015** event to and including the day of the **Liberty Fest 2015** event wherein the flyer will advise of the nature of the event, that no parking will be allowed after 2:00 p.m. the day of the **Liberty Fest 2015** event, and that access to the Licensed Property will be prohibited on the day of the **Liberty Fest 2015** event after a certain designated time.
- ii. The City must remove any unauthorized vehicles from the Property to allow its use of the Licensed Property.

Section 2. Duration and Termination.

- (a) This Agreement will be executed as of the date of the last Party to sign (“Execution Date”). This Agreement will become effective at 6:00 a.m. on July 4, 2015 and remain in place through July 6, 2015 unless extended as hereinafter provided (“Term”). The City plans to launch fireworks on July 4, 2015, in the case of inclement weather (e.g., rain) July 5, 2015 will serve as the alternate date for launching fireworks. If the City launches fireworks on July 4, 2015, the July 5, 2015 alternate date will not be used by the City. This Agreement may be terminated: (a) for cause in the event that either Party materially breaches the terms of this Agreement and fails to cure after notice and thirty (30) days to cure; (b) on thirty (30) days advance written notice by either Party to the other Party; or (c) if the City cancels the event.
- (b) The City is obligated to determine the necessity for the alternate “rain date” by noon, CDT on July 3, 2015 and convey that determination in writing to Capital Metro no later than 2:00 p.m. July 3, 2015. Written notification of this determination may be given via email to the following email address with confirmation of receipt required: Vincent.Sandoval@capmetro.org. Capital Metro must approve in writing any alternate date other than July 5, 2015. In the event a different alternate date than designated herein is set that is after July 5, 2015 then this Agreement will terminate at 6 a.m. the day following the actual event.

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

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

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

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

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

Section 5. Fees And Costs of Usage.

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

Section 6. Removal of All City Improvements.

- (a) Upon the expiration of this Agreement, of the license hereby granted, City shall quietly and peaceably surrender the Property in the same condition the premises were in at the time of City's entry thereon, except reasonable wear and tear. City will remove whatever improvements; personal property, equipment or other things (collectively "Improvements") placed by the City on the Licensed Property and shall repair and restore any damage caused by its use of the Property or removal of the Improvements. If City fails to do so, Capital Metro may remove, at City's expense, any Improvement of the City, or anyone claiming it, remaining on the Property. Capital Metro may, in its sole discretion, take possession of and appropriate to itself without payment to City, or anyone claiming it, any Improvements of the City remaining on the Property. The City shall reimburse Capital Metro for all reasonable expenses, including legal costs and counsel fees, incurred by Capital Metro as a result of any failure by City to remove its property as set forth herein and to repair and restore any injury or damage to the Property to the extent caused by operations of the City during its use.
- (b) The City shall not suffer, allow or permit the Property to be damaged. The City shall clean the Property before and after said use to remove any litter, debris, signage, markings, pyrotechnic residue, graffiti, filth or other offensive material and to return the Property to the state such Property was in prior to use by the City.
- (c) Taking into consideration circumstances and conditions beyond City's control, City will complete the clean-up and maintenance of the Property on, or before, 6:00 a.m. July 5, 2015 or 6:00 a.m. July 6, 2015 (all times are based on Central Daylight Time - "CDT") if the alternate date is used. Failure to comply with the requirements of this Section 6 in the manner and time required will result in the City reimbursing Capital Metro for all costs described in Section 5(b).
- (d) The City will be liable for any and all damage to the Property arising from, or caused by, the City, its employees, officers, agents and its contractors, including the pyrotechnic contractor.

Section 7. Notices.

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

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

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

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

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

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

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

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

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

**Capital Metropolitan
Transportation Authority**

City of Leander

By: _____

Vincent Sandoval
Director, Real Estate & Right-of-Way

Date: _____

Approved as to form:

By: _____

By: _____

Kent Cagle
City Manager

Date: _____

Attest:

By: _____

Debbie Haile, City Secretary

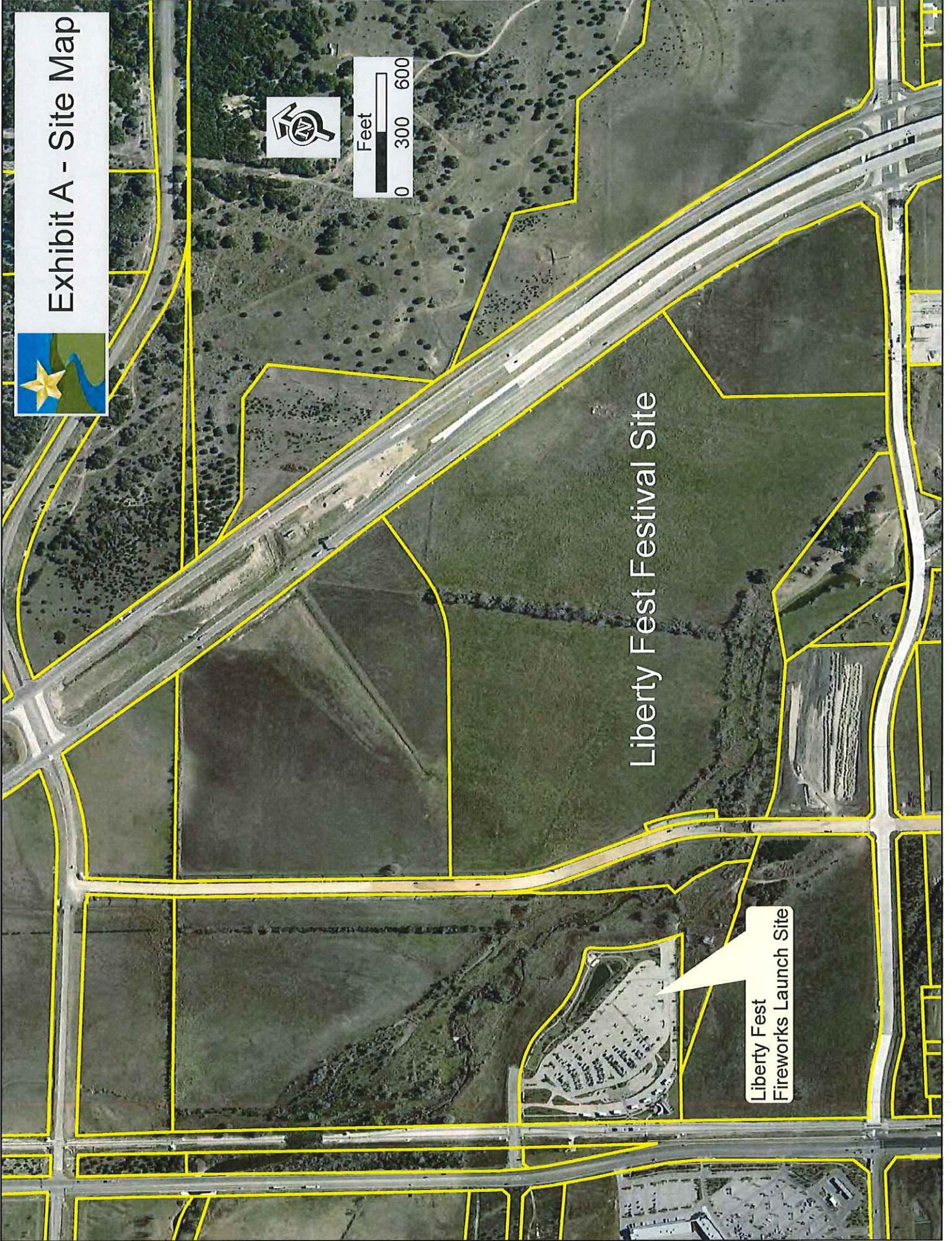


Exhibit A - Site Map

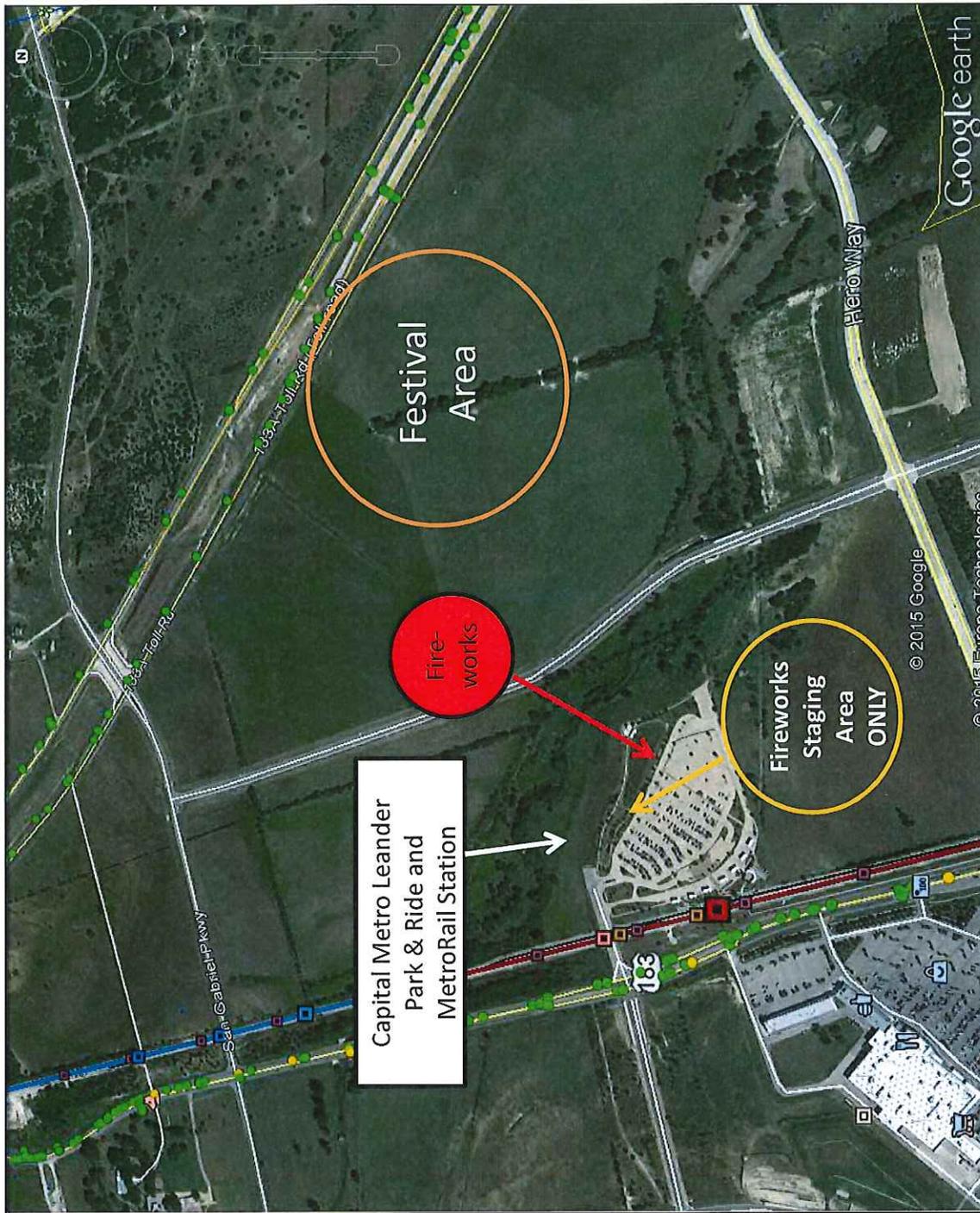


Liberty Fest Festival Site

Liberty Fest
Fireworks Launch Site



Leander 2015 July 4th Liberty Fest Fireworks Show





Executive Summary

March 05, 2015

Agenda Subject: Zoning Case 15-Z-002: Consider action on the rezoning of a parcel of land, for 10.00 acres more or less, located at 1195 Sonny Dr, WCAD Parcel R493837. Currently, the property is zoned SFR-1-B (Single-Family Rural) the applicant is proposing to zone the property to SFR-2-B (Single-Family Rural), Leander, Williamson County, Texas.

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

Origination: Applicant: John Avery on behalf of Mission Presbytery Inc./Caz Minter

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the zoning request at the February 12, 2015 meeting. The City Council unanimously recommended approval of the request at the February 19, 2015 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

02/27/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-002
1195 Sonny Dr

GENERAL INFORMATION

Owner: Mission Presbytery Inc./Caz Minter

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

Proposed Zoning: SFR-2-B (Single-Family Rural)

Size and Location: The property is located at 1195 Sonny Dr and is approximately 10.00 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	OCL	Developed Single Family Homes (Falcon Oaks Subdivision)
EAST	SFU-2-B	Developed Single Family Homes (Mason Creek Subdivision)
SOUTH	PUD (Multi-Family)	Merritt Legacy Apartment Complex
WEST	PUD(Single-Family)	Under Construction Single Family Homes (Connelly's Crossing Subdivision)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:**SFR – SINGLE-FAMILY RURAL:**

Features: 1 acre lot min.; 1,600 square foot living area min.

Intent: Development of single-family detached dwellings on lots one acre or larger in size and for other uses that are compatible and complimentary to large lot and very low density residential development. The purpose of this component is to provide regulations to preserve rural character and maintain and protect the City's single-family residences and neighborhoods in an area with larger lot sizes. This component is also intended to preserve the larger tracts of land for future economic development in accordance with the Comprehensive Plan, while permitting rural/agricultural uses on the land to continue.

SITE COMPONENT:**TYPE 1:**

Features: Accessory buildings greater of 5% of primary building or 120 sq. ft.; 150% of standard landscaping; pedestrian scale signage and lighting; scale of buildings limited; mansion style multi-family; at least eighty-five percent (85%) of multi-family units are required to have at least one enclosed garage parking space; alley access to SFL and SFT; accessory dwellings for SFT and SFE.

Intent:

- (1) The Type 1 site component is intended to be utilized typically for non-residential or multi-family developments that have frontage on a local residential street or residential collector street and are bounded by single-family development on at least one side. This component is also intended to be utilized for single-family and two-family residential lots backing up to or siding to a major thoroughfare.
- (2) This component ensures that development will not have site intensive uses or large buildings and will ensure that development is designed to a form and scale that is compatible with residential neighborhoods.

TYPE 2:

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

Intent:

- (1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
- (2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
- (3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
- (4) This component is generally not intended to be utilized with LI and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

ARCHITECTURAL COMPONENTS:**TYPE B**

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

Intent:

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Plan for future development that is compatible with existing residential neighborhoods.

ANALYSIS:

The property is presently zoned SFR-1-B (Single-Family Rural) district and the applicant is requesting to rezone the property to SFR-2-B (Single-Family Rural) district to facilitate development of a proposed church. The property is located at 1195 Sonny Dr, which is the northwest corner of the intersection of Sonny Dr. and S. Bagdad Rd. The adjacent properties to the east are existing single family homes of the Mason Creek Subdivision, and the property to the west of this site is the Connelly's Crossing single family home subdivision, which is currently under construction. The property to south is zoned PUD for a multi-family use, and concurrently is constructed as the Merritt Legacy apartment complex. The property to the north is outside of the city limits and is the Falcon Oaks single family subdivision.

The applicant's request to change from a Type 1 site component to a Type 2 site component is to support the development of a church. The existing Type 1 site component would limit the size of individual buildings to 20,000 gross square feet. The applicant sees the future build out of this facility exceeding the gross square footage limit, and is requesting a Type 2 site component, which would allow up to 40,000 square feet for a building with an individual user.

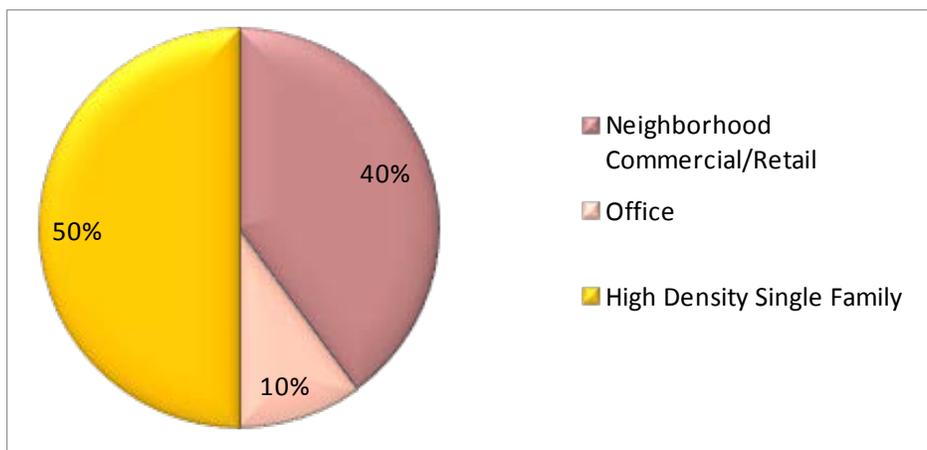
The Future Land Use Map designates most of this tract as low density single family, and it identifies approximately 2.3 acres of this tract as being located within a Neighborhood Center Node. The applicant's zone change request is specifically focused on altering the site component from a Type 1 classification to a Type 2 classification, and in no way would alter the existing land uses of the relevant Neighborhood Center Node. The Land Use Component and the

Architectural Component would remain unchanged as SFR and Type B. A summary of the differences between these site components are listed in Table 1.

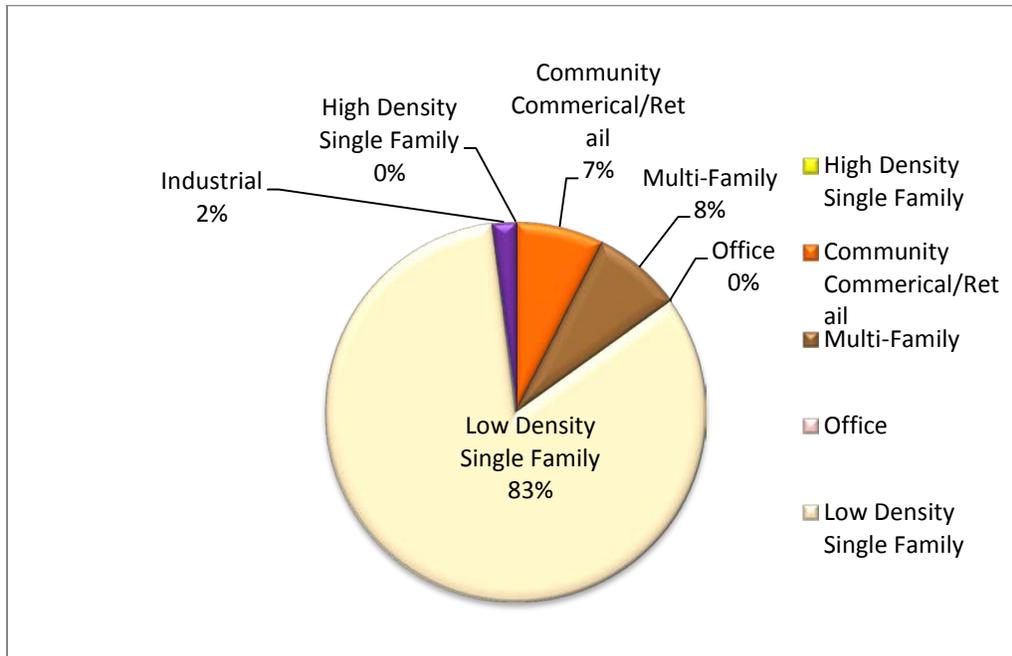
TABLE 1

TYPE 1	TYPE 2
Accessory Buildings/Structures 5% of primary building gross floor area	Accessory Buildings/Structures 10% of primary building gross floor area
Outdoor Entertainment Venues are not permitted	Outdoor Entertainment Venues are not permitted
No first floor gross building area shall exceed 10,000 sq. ft.	Individual users shall not exceed 40,000 gross sq. ft of floor area in a single building
No building shall contain more than 20,000 gross sq. ft.	A single building may not exceed 60,000 square feet
Drive-through service lanes are not permitted	Drive-through service lanes are permitted
Outdoor display, storage and container storage are not permitted	Outdoor display, storage and container storage are not permitted
Outdoor fuel sales are not permitted	Outdoor fuel sales are not permitted
Parking Modules shall be no wider than two parking module widths	N/A
Overhead Commercial Service Doors are not permitted	Overhead Commercial Service Doors are not permitted
A minimum of 150% of the standard landscape requirements for area and planting materials shall be provided.	N/A

The target land use mix sought after by the Future Land Use Plan for a Neighborhood Center Node is summarized in Chart 1:



The existing land uses within the neighborhood node pertaining to this zone case is summarized in Chart 2:

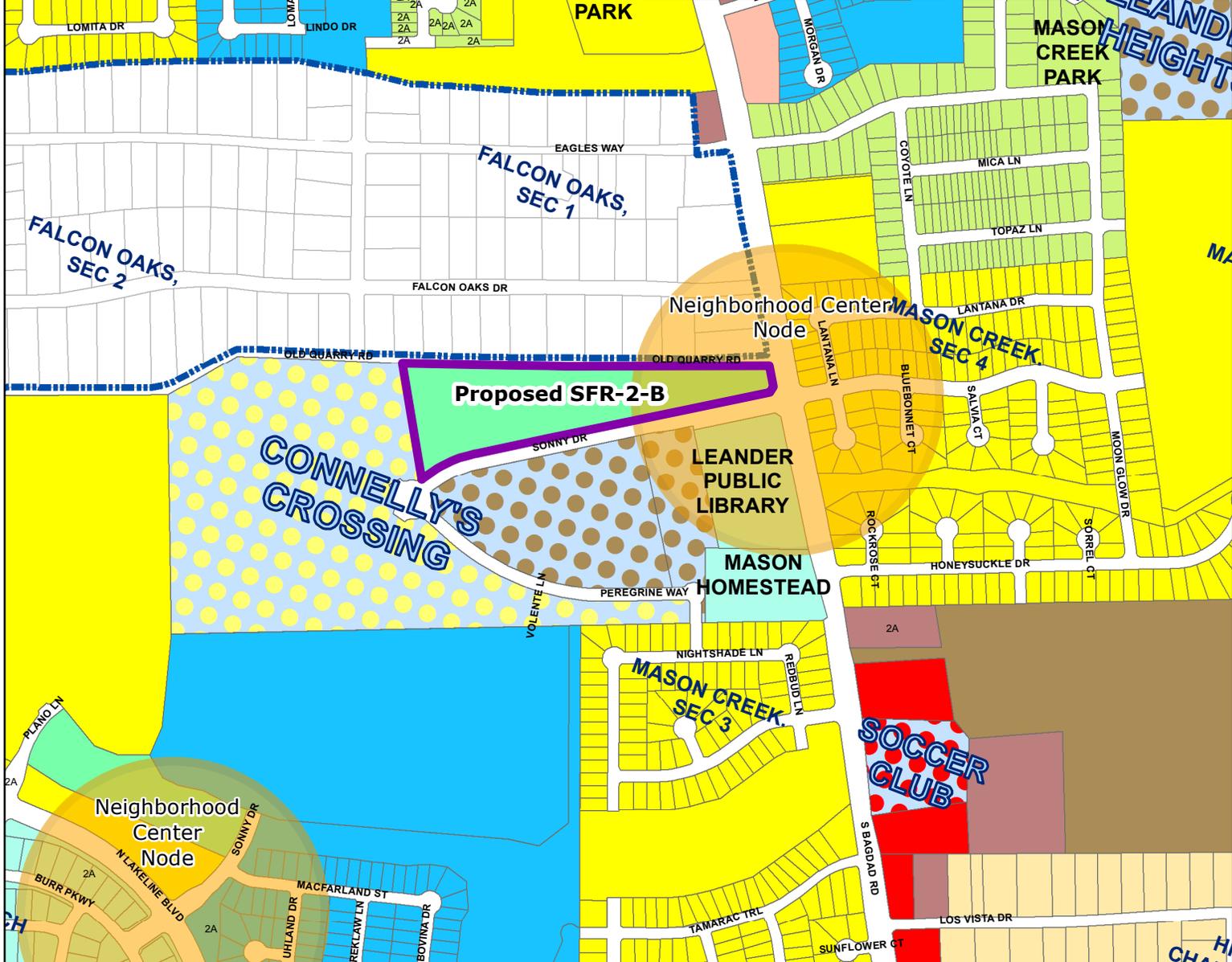
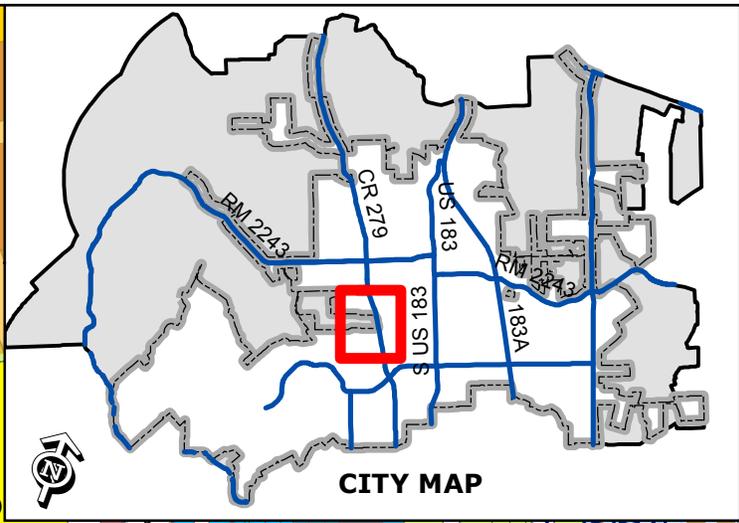
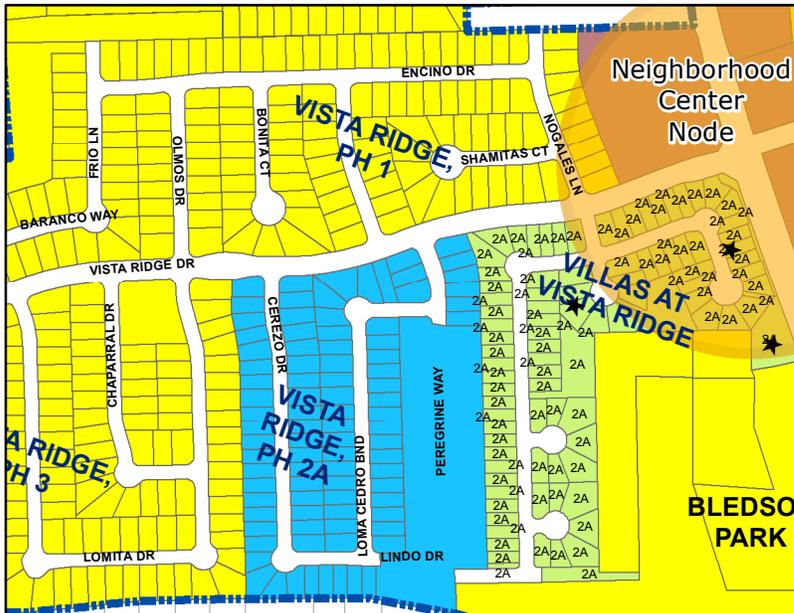


The intent statement of the Type 1 site component notes that this component is to be utilized typically for non-residential or multi-family developments that have frontage on a local residential street, or residential collector street and are bounded by single-family development on at least one side. The Type 1 site component seeks to ensure that the property utilizing it will not have intensive uses, or large buildings. Moreover, the Type 2 site component intent statements notes that it may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district, and seeks to provide for an orderly transition of development intensity.

The applicant’s request meets the intent statement of the Type 2 site component. The Type 2 component will allow a church to be developed in a manner that will provide for orderly transition between the residential zoned districts to the east and west, and the residential subdivision to the north.

STAFF RECOMMENDATION:

The applicant’s request meets the intent statement of the Type 2 site component, and will allow for an orderly transition of development with the adjacent properties. Additionally, it meets the criteria of the Neighborhood Center Node by providing for neighborhood scale development. Staff recommends approval of the applicant’s request from a Type 1 to a Type 2 site component.



ZONING CASE 15-Z-002

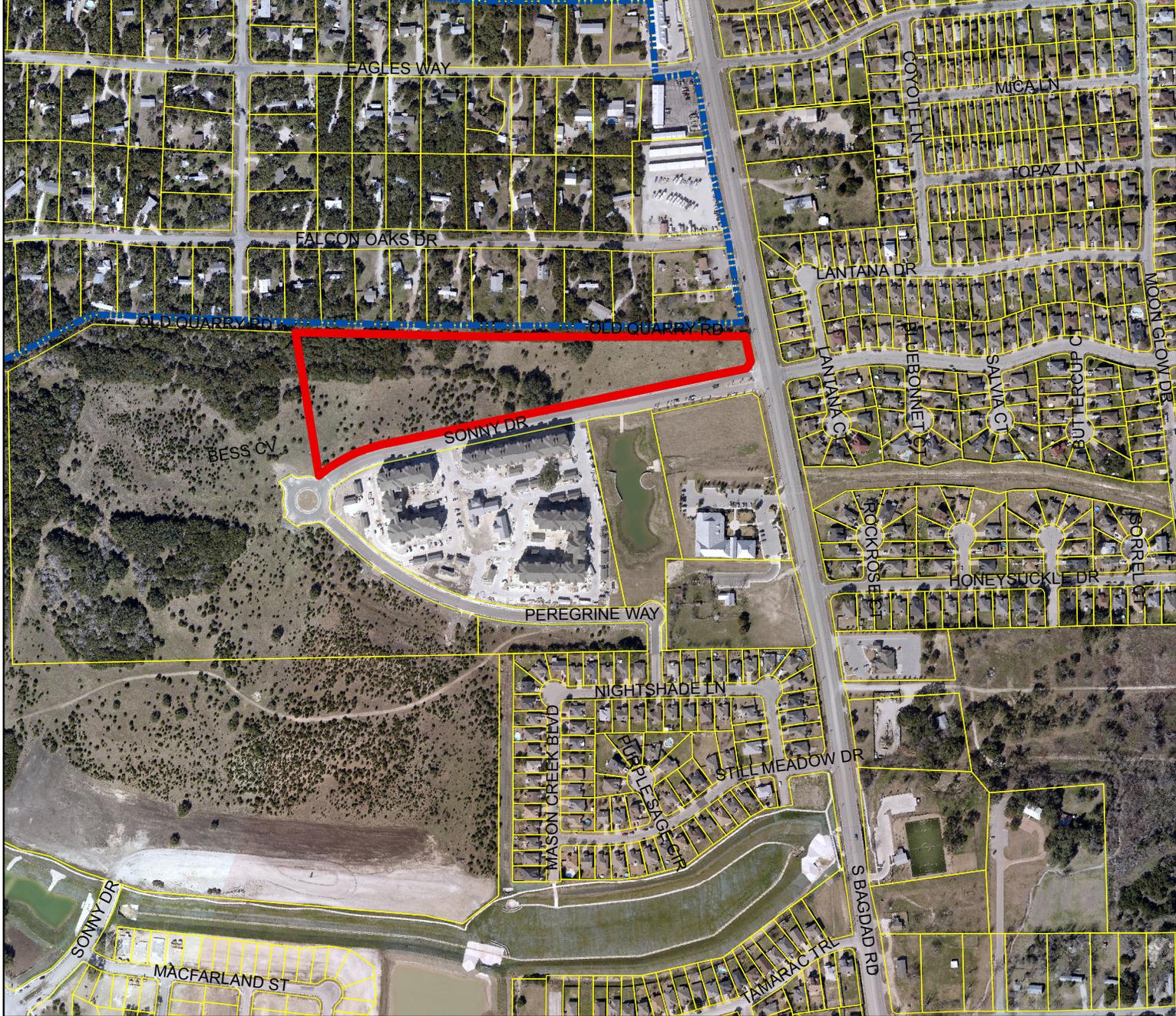
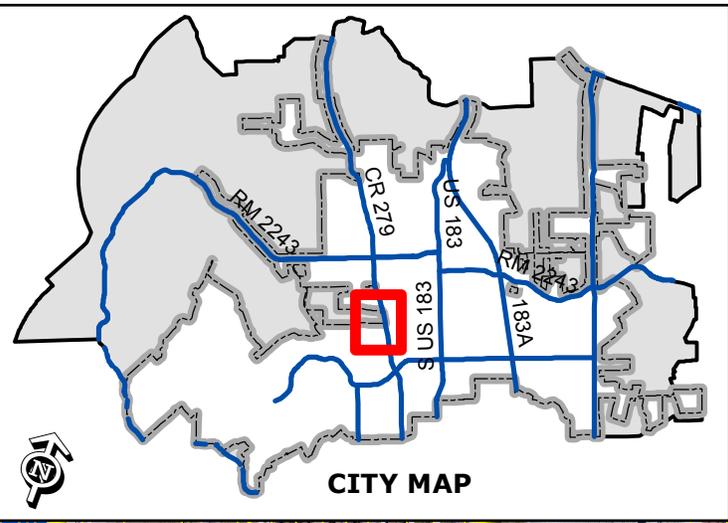
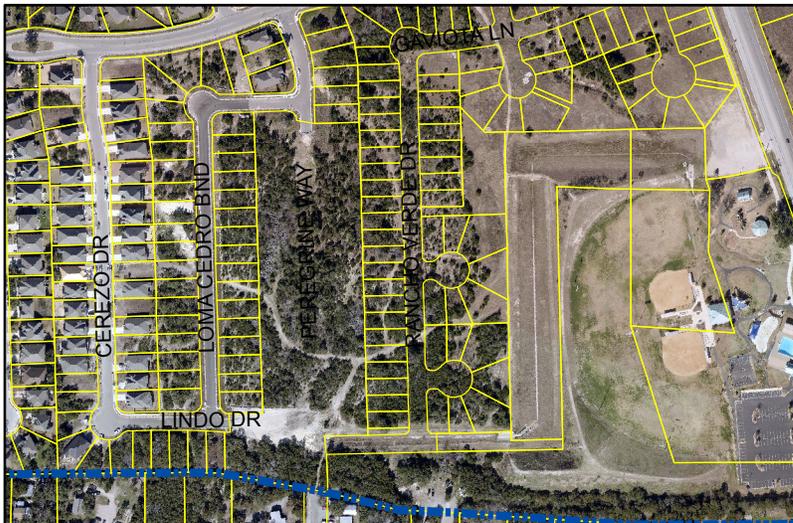
Attachment #3

Proposed Zoning Map
LiveOak Church



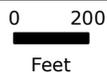
-  Subject Property
-  City Limits

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



ZONING CASE 15-Z-002 Attachment #4

Aerial Exhibit - Approximate Boundaries
LiveOak Church



-  Subject Property
-  City Limits

ATTACHMENT 5

January 12, 2015

Mr. Tom Yantis, AICP
Assistant City Manager
City of Leander
104 N. Brushy Street
Leander, Texas 78641

RE: LiveOak Presbyterian Church
Zoning Request Summary Letter
CAI No. 603.0101

Dear Mr. Yantis:

Please allow this letter to serve as the request from LiveOak Presbyterian Church to change the zoning on the property from Single Family Rural Type 1B (SFR1B) to Single Family Rural Type 2B (SFR2B).

Presently the Site Plan consists of a 5,000 square foot multi-purpose building with associated parking located northwest of the intersection of Sonny Drive and Bagdad Road. The site is described as approximately 10.0001 acres of land out of the Moses S. Hornsby Survey, Abstract No. 292 and the Elijah D. Harmon Survey, Abstract No. 6 in Williamson County, Texas and being the same tract conveyed to Mission Presbyterian, Inc., by deed recorded in Document No. 2007105665, Official Public Records, Williamson County, Texas.

Although the proposed place of worship facility is an allowable use within the SFR Type 1 zoning category, the total allowable square footage of buildings would not be able to exceed 20,000 SF. SFR Type 2 zoning would allow a total site building square footage of up to 40,000 SF. Considering the total tract size of 10.00 acres, the potential size for multiple buildings on the site could exceed 20,000 SF. According to the notes from the pre development meeting, the city staff commented that a Type 2 Site Component would be appropriate for this site should the owner decide to consider rezoning at a later date.

The site will still comply with The Type B Architectural Component of the Zoning Ordinance which includes 50% masonry (85% on the first floor) and high architectural standards. The maximum height of the building is limited to 35 feet.

The property is recognized by the City of Leander as a legal lot. A copy of the Legal Lot Determination is included in this application. The Williamson County Tax Parcel ID number is R493837.

The topography slopes from the northwest corner of the tract at elevation 1053 toward the southeast corner of the tract at elevation 1024 with slopes less than 15%. Tree cover is concentrated in several areas of the site with a large group of trees in the front center of the site. Trees are also located on the rear half of the property toward the northwest area of the lot.

No portion of this property is located within the 1% annual chance floodplain according to the FEMA Insurance Rate Map for Hays County, Texas, Map No. 48491C0465 E, and dated September 26, 2008. The property is located within the Edward's Aquifer Recharge Zone.

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING OF A TRACT OF LAND FROM SFR-1-B (SINGLE-FAMILY RURAL) TO SFR-2-B (SINGLE-FAMILY RURAL); 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 tract of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 10.00 acres, more or less, located at 1195 Sonny Drive in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 10.00 acres out of the Moses S. Hornsby Survey Abstract 6; identified by tax identification number R493837; more particularly described in document number 2007105665 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 SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) 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.

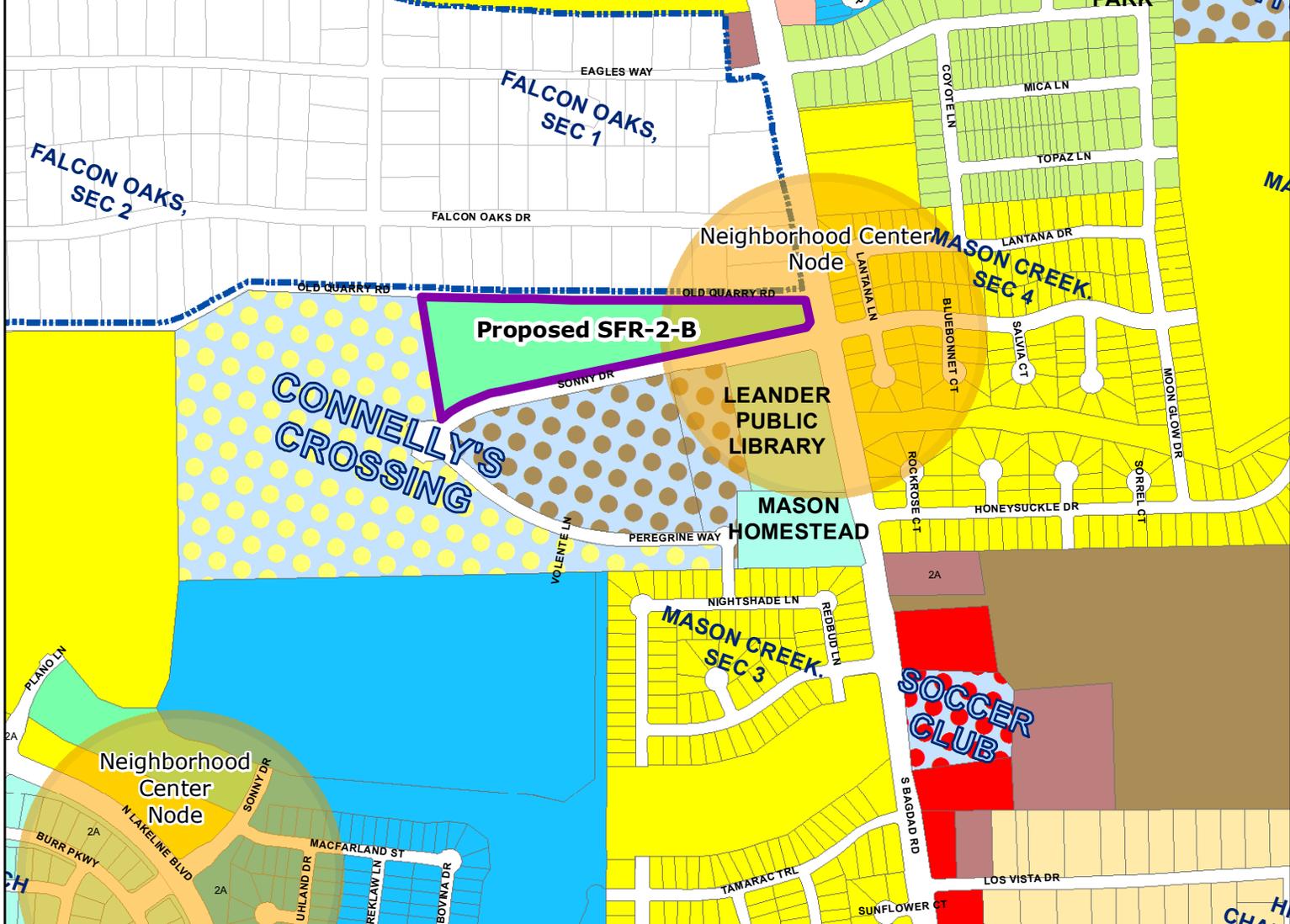
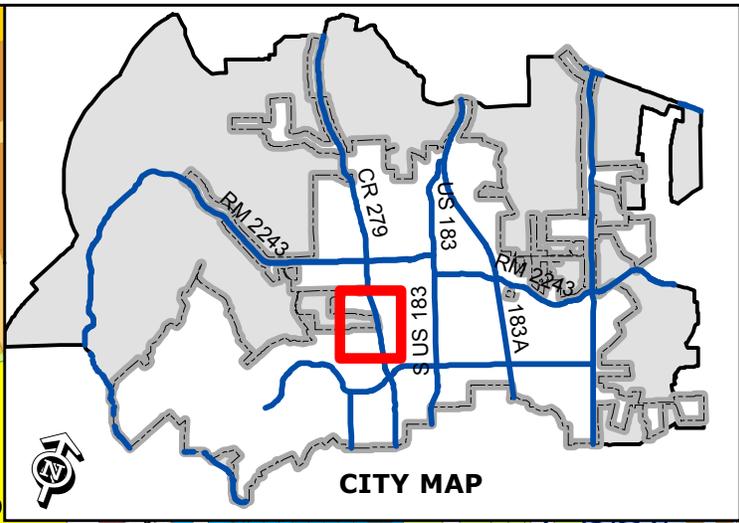
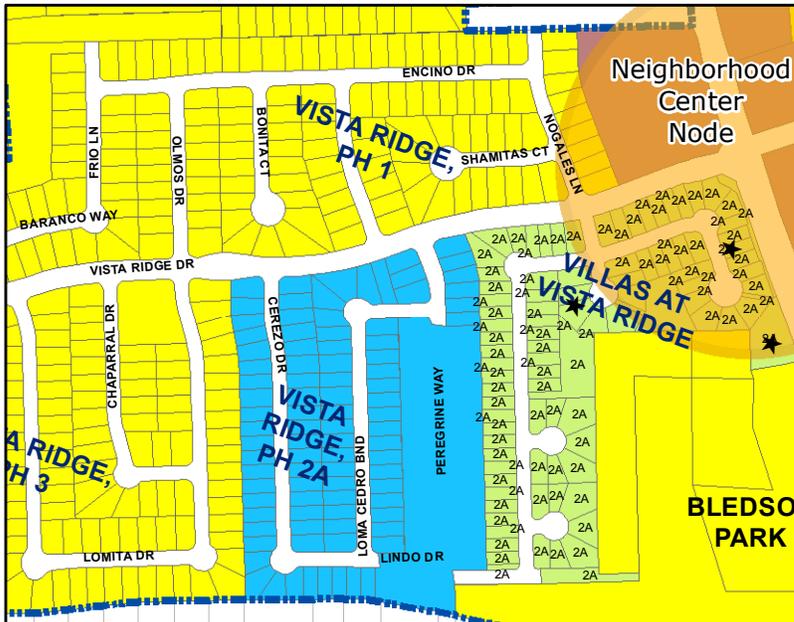
PASSED AND APPROVED on First Reading this the 19th day of February, 2015.
FINALLY PASSED AND APPROVED on this the 5th day of March, 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary



ZONING CASE 15-Z-002

Exhibit A

1195 Sonny Drive
Live Oak Church



- Subject Property
- City Limits

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



Executive Summary

March 5, 2015

Council Agenda Subject: Receive Quarterly Investment Report for the period ending 12/31/14.

Background: State law requires that the governing body be presented with a quarterly report outlining the City's investments. The period covered in this report is October through December 2014. The average interest rates in TexPool for the quarter rose slightly, from 0.0333% in September to 0.0418% in December. As of 12/31/14, our earnings credit rate at our depository bank (Bank of America) remained at 0.25%. In November, an investment in U.S. Agencies (Freddie Mac for \$2,000,000 at 0.70% interest) was called as expected. The \$4,655,000 (par amount) LISD GO Bonds purchased in February 2014 (2% coupon / 0.18% yield) will mature on 8/15/15. In October we converted a \$245,000 CD with Texas Capital Bank into a Money Market account at 0.30%. The \$1,000,000 1-year CD with Unity National Bank through the CDARS program was renewed at 0.40%, and a \$4,500,000 CD with East West Bank at 0.45%. In March of last year we opened a money market account with East West Bank at 0.20%. At 12/31/14, the Fed funds target rate remained within the zero to 0.25% range, and quarterly averages for the 3-month T-bill dropped to 0.02% compared to 0.03% the previous quarter (which ended September 2014), but the 6-month T-bill average rose from 0.05% to 0.08%.

The Weighted Average Maturity (WAM) at 12/31/14 was 79.71 days, up from 70.15 days at the end of September.

Origination: Robert G. Powers, Finance Director

Financial Consideration: n.a.

Recommendation: n.a.

Attachments: Quarterly Investment Report

Prepared by: Robert G. Powers, Finance Director

Quarterly Investment Report
City of Leander
Period Ending
12/31/14

Investment / Source of Funds	Account Name	Invest. Type**	Fund Fund	Fund Type*	G/L Acct #	Settlement Date	Coupon Rate	Qtr Yield Rate	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest 0ct-Sep
Cash In Bank												
Bank of America	Operating	I 5	Consolidated	F1	99-00-1110			0.2500%		\$ 7,325,679.44	\$ 7,325,679.44	\$ 3,670.46
Chase	Operating	I 5	Consolidated	F1	20/80-00-1122			0.0433%		\$ 4,023,429.13	\$ 4,023,429.13	\$ 436.03
East West Bank	Operating	I 5	Consolidated	F1	99-00-1000			0.2000%		\$ 1,001,546.94	\$ 1,001,546.94	\$ 493.92
Texas Capital Bank	Operating	I 5	Consolidated	F1	99-00-1000			0.3000%		\$ 245,144.98	\$ 245,144.98	\$ 144.98
Subtotal Cash in Bank										\$ 12,595,800.49	\$ 12,595,800.49	\$ 4,745.39
U.S. Agencies & Instrumentalities												
Leander ISD GO Ser 2014	52184CV6	I 2	Consolidated	F1	99-00-1000	2/20/14	2.0000%	0.181%	08/15/2015	\$ 4,780,638.45	\$ 4,704,901.60	\$ 23,275.00
FHLMC / Bank of America	3134GSE76	I 2	Consolidated	F1	99-00-1000	8/19/14	0.7000%	0.700%	11/19/2014	\$ -	\$ -	\$ 2,333.32
Subtotal Agencies										\$ 4,780,638.45	\$ 4,704,901.60	\$ 25,608.32
Certificates of Deposit												
Unity National Bank/CDARS	Operating	I 3	Consolidated	F1	99-00-1000	12/26/14		0.3000%	12/24/2015	\$ 1,000,750.00	\$ 1,000,750.00	\$ 750.00
Texas Capital Bank	Operating	I 3	Consolidated	F1	99-00-1000	10/20/13		0.2500%	10/20/2014	\$ -	\$ -	\$ 51.10
East West Bank	Operating	I 3	Consolidated	F1	99-00-1000	11/14/14		0.4500%	11/14/2015	\$ 4,505,111.20	\$ 4,505,111.20	\$ 5,111.20
Subtotal Certificates of Deposit										\$ 5,505,861.20	\$ 5,505,861.20	\$ 5,912.30
Investment Pools												
TexPool	General Fund I&S	I 4	Debt Service	F6	80-00-1510			0.0324%		\$ 816,550.81	\$ 816,550.81	\$ 47.51
TexPool	Consolidated Operating	I 4	Consolidated	F1	99-00-1520			0.0324%		\$ 10,754,280.17	\$ 10,754,280.17	\$ 379.04
TexPool	Utility Customer Deposit	I 4	Utility Fund	F3	99-00-1521			0.0324%		\$ 5,934.01	\$ 5,934.01	\$ 0.40
TexPool	Utility I&S	I 4	UF Debt Service	F6	85-00-1501			0.0324%		\$ 151,762.46	\$ 151,762.46	\$ 12.38
TexPool	TIRZ No. 1	I 4	Capital Projects	F1	79-00-1541			0.0324%		\$ 780.04	\$ 780.04	\$ 1.64
TexPool	BCRUA Contract	I 4	Capital Projects	F1	20-00-1500			0.0324%		\$ 10,598.99	\$ 10,598.99	\$ 0.92
Subtotal TexPool										\$ 11,739,906.48	\$ 11,739,906.48	\$ 441.89
TexStar	BCRUA Reserve	I 4	Consolidated	F5	20-00-1525			0.0424%		\$ 502,416.39	\$ 502,416.39	\$ 53.74
TexStar	6M Series 2010	I 4	Capital Projects	F2	53-00-1127			0.0424%		\$ 237,156.01	\$ 237,156.01	\$ 68.21
TexStar	Capital Asset Fund	I 4	Capital Projects	F2	14-00-1505			0.0424%		\$ 5.19	\$ 5.19	\$ -
Subtotal TexStar										\$ 739,577.59	\$ 739,577.59	\$ 121.95
TexasDAILY	Consolidated Operating	I 4	Consolidated	F6	99-00-1522			0.0633%		\$ 1,046,739.76	\$ 1,046,739.76	\$ 159.57
Subtotal TexasTERM										\$ 1,046,739.76	\$ 1,046,739.76	\$ 159.57
Total All Funds										\$ 36,408,523.97	\$ 36,332,787.12	\$ 36,989.42

Quarterly Investment Report
City of Leander
Period Ending
12/31/14

*Fund Types:	
Code	Description:
F1	Current Operating Funds
F2	Bond Proceeds
F3	Utility Deposit Proceeds
F4	Debt Service Funds
F5	Bond Reserve Funds
F6	I&S Reserve Funds
F7	Restricted

**Investment Types:			
Code	Description:	% Authorized	Current %
I 1	U.S. Treasuries (Notes,Bills, Bonds)	100%	0%
I 2	U.S. Agencies & Instrumentalities	100%	13%
I 3	Certificates of Deposit	100%	15%
I 4	Eligible Investment Pools	100%	37%
I 5	Demand Account	100%	35%
I 6	Investment Sweep	100%	0%
Total			100%

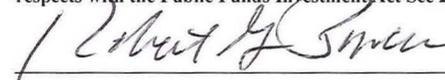
Book Value:	As of 12/31/14	As of 9/30/14	Change
U.S. Treasuries (Notes,Bills, Bonds)	I 1 0.00	0.00	0.00
U.S. Agencies & Instrumentalities	I 2 4,780,638.45	6,780,638.45	(2,000,000.00)
Certificates of Deposit	I 3 5,505,861.20	5,765,666.89	(259,805.69)
Eligible Investment Pools	I 4 13,526,223.83	5,636,649.53	7,889,574.30
Demand Account	I 5 12,595,800.49	9,408,899.61	3,186,900.88
Investment Sweep	I 6 0.00	0.00	0.00
Total Book Value	36,408,523.97	27,591,854.48	8,816,669.49
WEIGHTED AVERAGE MATURITY (days)	79.71	70.15	9.57

Market Value:	As of 12/31/14	As of 9/30/14	Change
U.S. Treasuries (Notes,Bills, Bonds)	I 1 0.00	0.00	0.00
U.S. Agencies & Instrumentalities	I 2 4,704,901.60	6,725,143.50	(2,020,241.90)
Certificates of Deposit	I 3 5,505,861.20	5,765,666.89	(259,805.69)
Eligible Investment Pools	I 4 13,526,223.83	5,636,649.53	7,889,574.30
Demand Account	I 5 12,595,800.49	9,408,899.61	3,186,900.88
Investment Sweep	I 6 0.00	0.00	0.00
Total Market Value	36,332,787.12	27,536,359.53	8,796,427.59

Gain/(Loss) (75,736.85) (55,494.95)

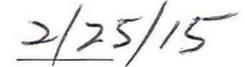
Certification:

This is to certify that the Investment Report submitted herewith complies in all respects with the Public Funds Investment Act Sec 2256 of the Government Code.



Investment Officer:

Robert G. Powers, Finance Director



Date



Executive Summary

March 5, 2015

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Northside Meadow Phase 2 Subdivision

Background: The subdivision infrastructure improvements required for Northside Meadow Phase 2 Subdivision 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 March 5, 2015 which will provide warranty and maintenance coverage for the infrastructure improvements through March 5, 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.

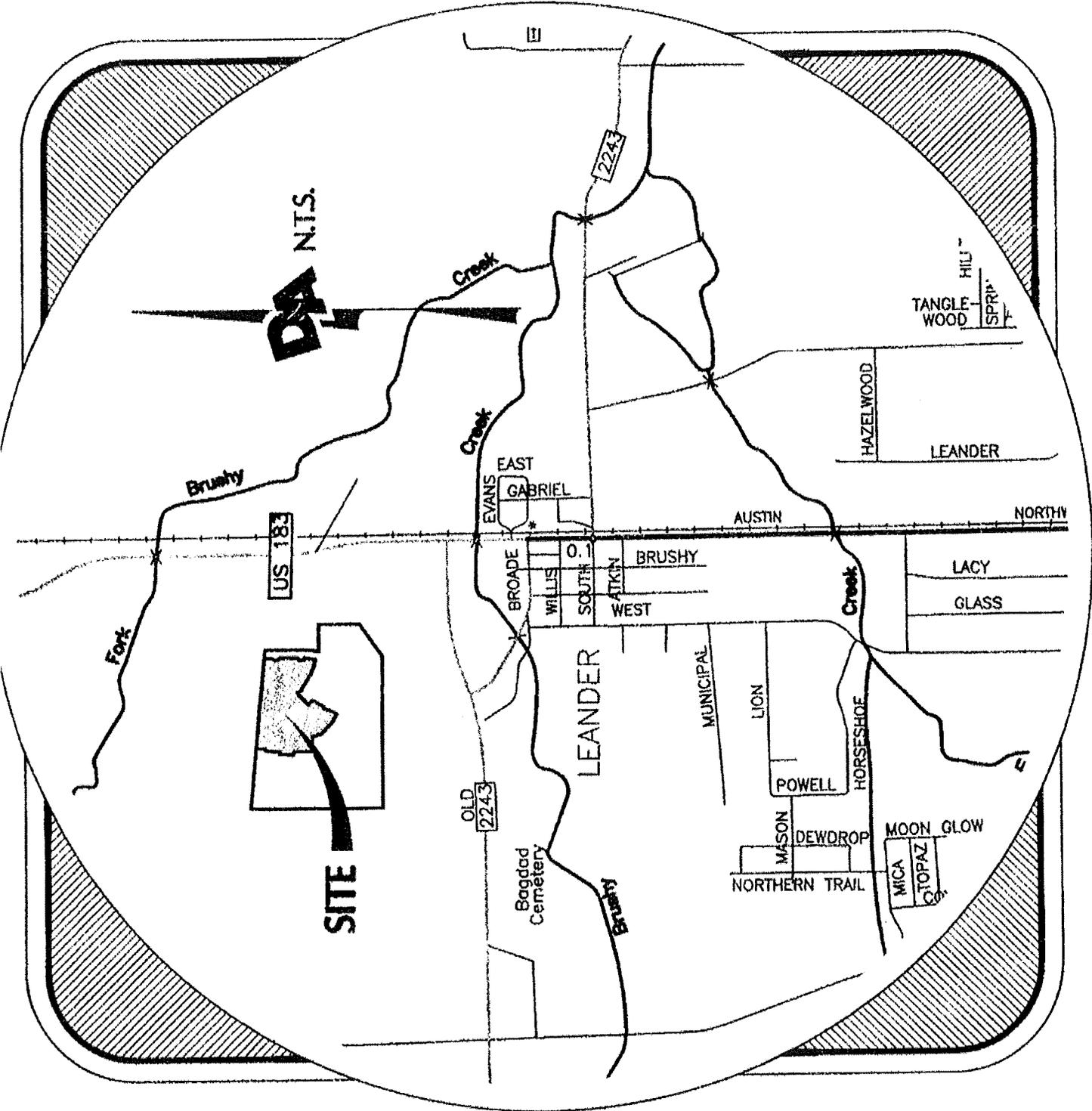
Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Northside Meadow Phase 2 Subdivision.

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



VICINITY MAP

MAINTENANCE BOND
Subdivision Improvements

Bond No. 1033997

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that **DNT Construction, LLC** as Principal, whose address is 2300 Picadilly Dr., Round Rock, TX 78664 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 **One Hundred Forty Thousand Five Hundred Forty Five & 70/100's Dollars (\$140,545.70)** 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 **Northside Meadow, Phase 2: Streets, Drainage, Water, Wastewater, Erosion Control & Restoration** (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.

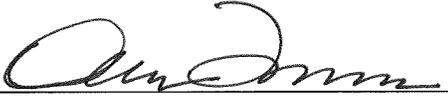
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

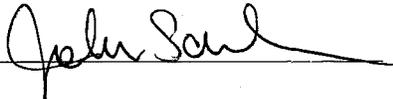
Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby 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 13th day of January, 2015 .

DNT Construction, LLC
Principal

The Hanover Insurance Company
Surety

By: 

By: 

Title: Dean Tommie, President

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

Address: _____

Address: _____

2300 Picadilly Dr.
Round Rock, TX 78664

10375 Richmond Ave, Ste. 1050
Houston, TX 77042

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

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

*POWERS OF ATTORNEY
CERTIFIED COPY*

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

John W. Schuler, Steve Dobson and/or Walter E. Benson, Jr.

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

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

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

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

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of May 2014.



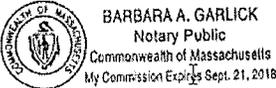
**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas
Robert Thomas, Vice President

Joe Brenstrom
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 6th day of May 2014 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 13th day of Jan 2015.

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

Glenn Margosian
Glenn Margosian, Vice President



IMPORTANT NOTICE

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

1-800-608-8141

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

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

PREMIUM OR CLAIM DISPUTES:

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

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

AVISO IMPORTANTE

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

1-800-608-8141

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

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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



ADA Assistance

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

February 21, 2015

Mr. Thomas E. Moody
D.R. Horton
10700 Pecan Park Blvd 4th Floor
Austin, Texas 78750

RE: Northside Meadow Phase 2
Northside Meadow Phase 2
Longhorn Cavern Rd
Leander, Texas 78641

Project Number:
EABPRJB4813838

INSPECTION COMPLETED - NO VIOLATIONS

Dear Mr. Moody:

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.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other local, state, or federal requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice, Civil Rights Division at (202) 514-0301.

This determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other local, state, or federal requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Please reference the Department assigned project number in all future correspondence pertaining to this project. Please call me at 512-787-3687 for questions concerning this matter.

Sincerely,

Robert P. Ronson RAS # 16

Enclosures

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.



Project Number: EABPRJB4813838
Project Name: Northside Meadow Phase 2
Facility: Northside Meadow Phase 2
Address: Longhorn Cavern Rd
Leander, Texas 78641

Owner: D.R. Horton
Owner Contact: Thomas E. Moody
Owner Address: 10700 Pecan Park Blvd 4th Floor
Austin, Texas 78750

Project Description: infrastructure for single family development
Start Date: July 1, 2014
Estimated Completion Date: July 1, 2015
Estimated Cost: \$1,500,000.00

RAS: Robert P. Ronson; **RAS #:** 16

Inspection date: February 21, 2015
Report date: February 21, 2015

Inspection Report

General Notes:

Pedestrian elements installed at the time of inspection: all curb ramps and sidewalk sections identified as part of this contract (as stated on sheet 17 of 35). All sidewalks were installed around blocks D & L and behind constructed curb ramps.

No Violations

Acceptable: 403 Walking Surfaces.
403.1 General.

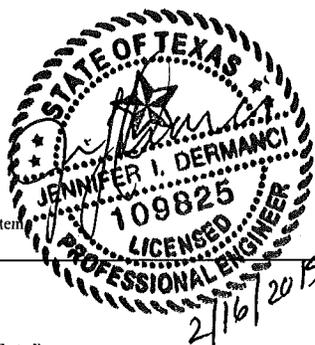
Acceptable: 406 Curb Ramps.
406.1 General.

Acceptable: 705 Detectable Warnings.
705.1 General.

End of Report

Engineer Estimate

	QTY	UNIT	UNIT COST	Total
EROSION PROTECTION				
Stabilized Construction Entrance	2	EA	\$ 1,030.55	\$ 2,061
Silt Fence	4,440	LF	\$ 2.74	\$ 12,166
Inlet Protection	31	EA	\$ 80.00	\$ 2,480
Tri Dike	280	LF	\$ 5.46	\$ 1,529
SUBTOTAL				\$ 18,236
WATER				
8" C900 PVC Pipe	3,330	LF	\$ 23.15	\$ 77,090
Water Trench Protection	3,330	LF	\$ 0.56	\$ 1,865
Fire Hydrant Assembly	7	EACH	\$ 3,916.47	\$ 27,415
8" Gate Valve	11	EACH	\$ 1,319.25	\$ 14,512
Wet Connection	5	EACH	\$ 909.00	\$ 4,545
Water service - single short	8	EACH	\$ 684.06	\$ 5,472
Water service - single long	5	EACH	\$ 874.12	\$ 4,371
Water service - double short	15	EACH	\$ 959.13	\$ 14,387
Water service - double long	10	EACH	\$ 1,155.34	\$ 11,553
Blow off valve	1	EACH	\$ 604.57	\$ 605
SUBTOTAL				\$ 161,814
WASTEWATER				
8" PVC sewer pipe (8' depth)	2,453	LF	\$ 33.03	\$ 81,023
8" PVC sewer pipe (8'-10' depth)	400	LF	\$ 36.31	\$ 14,524
WW service - single short	8	EACH	\$ 857.31	\$ 6,858
WW service - single long	5	EACH	\$ 1,145.01	\$ 5,725
WW service - double short	9	EACH	\$ 1,178.48	\$ 10,606
WW service - double long	16	EACH	\$ 1,483.83	\$ 23,741
8" Cleanout	1	EACH	\$ 624.71	\$ 625
Wastewater Trench Protection	2,853	LF	\$ 1.12	\$ 3,195
Wastewater Manhole (8' depth)	18	EACH	\$ 3,819.60	\$ 68,753
Extra depth MH	10	VF	\$ 70.85	\$ 709
Connect to Existing 8" WW stub	3	EACH	\$ 539.61	\$ 1,619
SUBTOTAL				\$ 217,378
STREETS & GRADING				
Excavation	16,524	CY	\$ 4.02	\$ 66,426
Embankment	22,460	CY	\$ 2.35	\$ 52,781
Subgrade preparation	13,316	SY	\$ 1.88	\$ 25,034
8" Base Material	13,316	SY	\$ 8.31	\$ 110,656
1.5" HMAC Pavement	9,723	SY	\$ 8.12	\$ 78,951
Curb and gutter	5,291	LF	\$ 11.93	\$ 63,122
4' Concrete sidewalk	2,355	LF	\$ 18.87	\$ 44,439
Sidewalk Ramps	28	EACH	\$ 959.90	\$ 26,877
Concrete Valley Gutter	3	EACH	\$ 4,681.60	\$ 14,045
Street Barricade	2	EACH	\$ 728.00	\$ 1,456
Street Lights	19	EACH	\$ 2,200.00	\$ 41,800
Street/Stop Sign with Stop Bar	5	EACH	\$ 651.64	\$ 3,258
Striping on Existing Street	1	LS	\$ 3,920.00	\$ 3,920
Temporary Firetruck Turnaround	481	SY	\$ 23.14	\$ 11,130
SUBTOTAL				\$ 543,895
DRAINAGE				
18" RCP Pipe	624	LF	\$ 34.71	\$ 21,659
24" RCP Pipe	395	LF	\$ 40.08	\$ 15,832
30" RCP Pipe	539	LF	\$ 51.19	\$ 27,591
36" RCP Pipe	320	LF	\$ 67.87	\$ 21,718
4'x3' Precast Box Culvert	760	LF	\$ 143.09	\$ 108,748
10' Curb Inlet	22	EACH	\$ 4,260.54	\$ 93,732
15' Curb Inlet	2	EACH	\$ 5,645.31	\$ 11,291
4'x4' Area Inlet	1	EACH	\$ 1,836.45	\$ 1,836
4' Storm Manhole	3	EACH	\$ 2,481.98	\$ 7,446
5' Storm Manhole	2	EACH	\$ 2,794.49	\$ 5,589
6' Storm Manhole	5	EACH	\$ 4,363.69	\$ 21,818
Connect to Existing Storm System	4	EACH	\$ 362.52	\$ 1,450
Trench Protection	2,638	LF	\$ 1.12	\$ 2,955
SUBTOTAL				\$ 341,666
TOTAL				\$ 1,282,989
REVIEW FEE (3.5% Total)				\$ 44,905
REVIEW FEE PREVIOUSLY PAID				\$ 46,471
AMOUNT DUE TO CITY				\$ (1,566)



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

STATE OF TEXAS
COUNTY OF

Date: 2/18/2015

Owner: **Continental Homes of Texas, LP**

Contractor/Material
Provider ("Affiant"): **DNT Construction, LLC**

Project : **Northside Meadow Phase 2**

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

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project pending City acceptance and subsequent retainage payment by Continental Homes of Texas, LP.

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

SUBSCRIBED AND SWORN TO BY Affiant on this 18 February 2015

AFFIANT:

Signature: _____



Typed Name: Jeff Phipps

Title: CFO

Initialed: _____

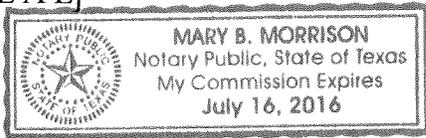
STATE OF TEXAS :

COUNTY OF Travis :

BEFORE ME the undersigned authority on this day personally appeared Jeff Phipps, 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 18 February 2015

[S E A L]



Mary Morrison
Notary in and for the State of Texas

Name: Mary Morrison

My commission expires: July 16, 2016



Executive Summary

March 5, 2015

-
- Agenda Subject:** Consideration and action on Addendum #1 to the Palmera Ridge Development Agreement and Addendum #1 to the Palmera Ridge Facilities Agreement between the City of Leander and Palmera Ridge Development, Inc.; Hanna/Magee LP #1; and Palmera Ridge Municipal Utility District for 220 acres, more or less, generally located northwest of the intersection of Hero Way and Ronald Reagan Blvd. and within the extraterritorial jurisdiction of the City of Leander, Williamson County, Texas.
- Background:** The City Council approved these addenda on February 19, 2015. After approval, an error in the text of Section 2.04 was identified by the applicant's attorney. Instead of processing an amendment, staff is recommending withdrawing the prior approval and re-approving the addenda as corrected.
- Origination:** Applicant: Blake Magee on behalf Lawrence Toungate
- Financial Consideration:** None.
- Recommendation:** Staff recommends withdrawing the prior approval and re-approving the addenda as corrected.
- Attachments:** 1. Development and Facilities Agreement Addenda and Exhibits as corrected
- Prepared By:** Tom Yantis, AICP
Assistant City Manager
- 2/26/2015

2.03 Timing of City Annexation. The Additional Land will be annexed into the corporate limits of the City in accordance with the provisions of this Addendum, subject to the discretion of the City Council of the City and in compliance with the applicable notice and hearing requirements. New Developer requests annexation and zoning of the Property within 240 days after its submission of the annexation petition, subject to New Developer submitting a zoning application that complies with the Applicable Regulations and this Addendum. If New Developer fails to present a petition for the annexation of the Additional Land signed by the owner of the Additional Land to the City as provided in Section 2.01, or fails to actively support the annexation, the City may terminate this Addendum. Any such termination will not affect the Original Agreement, which will remain in full force and effect.

2.04 Contemplated Sequence of Events. The sequence of events contemplated by this Addendum is as follows:

(a) Approval of this Addendum by the City and New Developer and City approval of the Concept Plan for the Additional Land;

~~(b) Closing of New Developer's purchase of the Additional Land;~~

~~(c) Submission of an annexation petition and zoning application by New Developer;~~

~~(d) City acceptance of the annexation petition and beginning of public hearings and process to adopt the annexation ordinance;~~

~~(e) Second and final reading of ordinance annexing the Additional Land, and second and final reading of an ordinance zoning the Additional Land in accordance with the Land Use Summary attached as Exhibit 2 (the "Additional Land Use Summary");~~

(e) Annexation of the Additional Land into the District; ~~and~~

~~(f) Submittal and review of preliminary plats; and~~

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~~(g) Closing of New Developer's purchase of the Additional Land.~~

~~(f)~~

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The events described in subsection (g) may occur concurrently with the events described in subsections (d) through (f).

**Article III.
Development**

3.01 Concept Plan for Additional Land.

EXECUTED for purposes of evidencing the District's consent to and agreement to be bound by Sections 4.07 and 6.03 of this Agreement only.

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DISTRICT:

**PALMERA RIDGE MUNICIPAL
UTILITY DISTRICT OF WILLIAMSON
COUNTY**

By: _____
Rob Bridges, President

ATTEST:

Taylor Terkel, Secretary
Board of Directors

**THE STATE OF TEXAS §
COUNTY OF _____ §**

This instrument was acknowledged before me on this ____ day of _____, 2015, by Rob Bridges, President, and Taylor Terkel, Secretary, of the Board of Directors of Palmera Ridge Municipal Utility District of Williamson County, on behalf of said District.

(SEAL)

Notary Public, State of Texas

1. Increase in Maximum Amount of New Money Bonds. Section 3.03 of the Original Agreement is amended to provide that the total principal amount of all new money Bonds that may be issued by the District for capital improvements, on a cumulative basis, may not exceed \$50,000,000 without prior City Council approval. This total principal amount of Bonds will be exclusive of the principal amount of any authorized refunding Bonds.
2. Applicability of Original Facilities Agreement to Additional Land. The Parties agree that all of the terms of the Original Facilities Agreement, as amended by Section 1 of this Addendum, will apply to the Additional Land and Additional Owner agrees to be bound by all provisions thereof with respect to the Additional Land in the same manner as such provisions are applicable to Owner with respect to the Original Land.
- 2.3. Annexation of the Additional Land. The District agrees that it shall not annex the Additional Land into the District until after the City has annexed the Additional Land into the city limits.
43. Joinder by Original Owner. Original Owner is joining in this Addendum for the sole purpose of consenting to the amendment to the Original Facilities Agreement set forth in Paragraph 1.
54. Effect of AmendmentAddendum. Except as provided by this Addendum, the terms and provisions of the Original Facilities Agreement will continue to govern the rights and obligations of the parties, and all provisions and covenants of the Original Facilities Agreement, as amended by this instrument, will remain in full force and effect. In the event of any inconsistency between the Original Facilities Agreement and this Addendum, this Addendum will control and modify the terms and provisions of the Original Facilities Agreement.
65. Execution. This Addendum may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating execution of this Addendum the signature pages from separate, individually executed counterparts of this Addendum may be combined to form multiple fully executed counterparts and a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Addendum will be deemed to be originals, but all counterparts, when taken together, will constitute one and the same instrument.

EXECUTED on the date or dates set forth below, to be effective as of _____, 2015.



Executive Summary

March 5, 2015

Agenda Subject: Consider an amendment to the Oak Creek PID Financing Agreement.

Background:

October 16, 2014 the City Council approved the Oak Creek PID Financing Agreement. This amendment modifies Sections 2.01 and 3.04 of the agreement to clarify the process for updating the assessment plan and changing the deadline for completion of the PID improvements to be prior to issuance of a certificate of occupancy instead of prior to approval of a final plat.

Origination: Applicant: Sentinel/Cotter Leander, LLC

Recommendation: Staff recommends approval.

Attachments:

1. Amendment showing redlined changes
2. Clean copy of amendment

Prepared by: Tom Yantis, AICP
Assistant City Manager

**AMENDMENT TO THE OAK CREEK PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT**

This Amendment to the Oak Creek Public Improvement District Financing Agreement (the “**Amendment**”) is made, entered into and effective as of _____ (the “**Effective Date**”) by the City of Leander, a Texas home-rule municipal corporation (the “**City**”) and SENTINEL/COTTER LEANDER, LLC, a Texas limited liability company (the “**Owner**”). The City and the Owner are herein referred to together as the “**Parties**”.

Recitals:

WHEREAS, the Parties entered that certain Oak Creek Public Improvement District Financing Agreement dated effective as of October 16, 2014 (the “PID Financing Agreement”) and that certain Oak Creek Leander Development and Reimbursement Agreement between the City and the Owner dated October 16, 2014 (the “TIRZ Reimbursement Agreement”);

WHEREAS, the Parties wish to amend Section 3.04 to remove the provision prohibiting the approval of any final plats on the Property that contain single family residential lots until the Public Improvements and TIRZ Improvements are complete, and replace it with a provision that prohibits the issuance of certificates of occupancy for any residential structure until the Public Improvements and the TIRZ Improvements are complete;

WHEREAS, the PID Financing Agreement requires the Developer to post fiscal surety in the event that there are insufficient funds in the Project Fund to complete the Public Improvements or in the event the City receives notice of claims for unpaid subcontractors for the Public Improvements and to post fiscal surety to guarantee the completion of the Subdivision Improvements as a condition of obtaining final plat approval prior to the completion of the Subdivision Improvements and the Public Improvements that will serve the property subject to the final plan; and

WHEREAS, the Parties wish to clarify provisions related to the City’s amendment of the Assessment Plan;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS

Section 1.01. Recitals

The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

Section 1.02. Definitions

Words and phrases used in this Amendment, if defined in the PID Financing Agreement and

not specifically modified by this Amendment, shall have the definition and meaning as provided in the PID Financing Agreement.

ARTICLE II. AMENDMENTS

Section 2.01. Amendment of Section 2.01(g).

Section 2.01(g) of the PID Financing Agreement is hereby amended in its entirety to read as follows:

Promptly following submission to the City of an updated Assessment Plan (or any subsequent amendment or supplement to the Assessment Plan) acceptable in form and substance to the City ~~and to the Owner with respect to the matters therein that require approval by the Owner as provided in this Agreement~~, the City Council shall consider an Assessment Ordinance relating to the applicable plan or amendment or supplement. If an Assessment Ordinance is adopted, the City shall use reasonable, good faith efforts to expeditiously initiate and approve all necessary documents and orders required to effectuate and implement the Assessment Plan and Assessment Ordinance.

Section 2.02. Amendment of Section 3.04.

Section 3.04 of the PID Financing Agreement is hereby amended in its entirety to read as follows

Section 3.04. Fiscal Security

If prior to commencement of construction of a given Public Improvement, there are funds within the Project Fund of the Indenture sufficient to pay for completion of that Public Improvement, it is intended that the Owner not be required to post fiscal security as required by the Subdivision Ordinance for the applicable Public Improvement. If subcontractors providing labor or materials for the Public Improvements file claims or otherwise give notice asserting failure to receive payment for such labor or materials, the City may require the Owner to post a payment bond for the estimated cost of constructing the Public Improvements. The Owner shall give the City a copy of any such claims within three business days of receipt of the claim. The City acknowledges that it will accept fiscal security, if required, for the Public Improvements in the form of an irrevocable letter of credit, surety bond, cash deposit, or other security acceptable to the City. If no such ~~fund~~~~account~~ exists or such ~~account~~ ~~fund~~ is not appropriately funded, then the Owner shall be required to post fiscal security for Public Improvements in accordance with Section 28(d) of the Subdivision Ordinance. No final plat for the Property may be approved unless either: a) the Public Improvements, the TIRZ Improvements, and the Subdivision Improvements required for the property subject to the final plat have been completed; or b) Owner has posted fiscal surety with the City in an amount equal to 110% of an amount equal to the difference between the amount held in the Project Fund and the estimated cost to complete the Public Improvements, and the Owner has posted adequate fiscal to guarantee the completion of the TIRZ

Improvements as required by the TIRZ Reimbursement Agreement and any fiscal surety required by the Subdivision Ordinance to guarantee the completion of the Subdivision Improvements required for the property subject to the final plat. Notwithstanding anything contained herein to the contrary, no ~~final plat~~ **certificate of occupancy for any residential structure** ~~for any portion of the Property that contains single family residential lots will be approved~~ **issued** until the Public Improvements and the TIRZ Improvements are complete **and accepted**.

ARTICLE III. GENERAL PROVISIONS

Section 3.01. Entire Agreement.

This Amendment, together with the PID Financing Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 3.02. Binding Effect.

The terms and provisions hereof shall be deemed to be restrictive covenants encumbering and running with the Property and shall be binding upon the Owner and its successors and assigns.

Section 3.03. Effect of Amendment.

The Parties agree that, except as modified hereby, the PID Financing Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the PID Financing Agreement, this Amendment will control and modify the PID Financing Agreement.

Section 3.04. Counterparts.

This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

CITY OF LEANDER,
a home rule city and Texas municipal corporation

By: _____
Name: Christopher Fielder
Title: Mayor

SENTINEL/COTTER LEANDER, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

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Recitals:

WHEREAS, the Parties entered that certain Oak Creek Public Improvement District Financing Agreement dated effective as of October 16, 2014 (the “**PID Financing Agreement**”) and that certain Oak Creek Leander Development and Reimbursement Agreement between the City and the Owner dated October 16, 2014 (the “**TIRZ Reimbursement Agreement**”);

WHEREAS, the Parties wish to amend Section 3.04 to remove the provision prohibiting the approval of any final plats on the Property that contain single family residential lots until the Public Improvements and TIRZ Improvements are complete, and replace it with a provision that prohibits the issuance of certificates of occupancy for any residential structure until the Public Improvements and the TIRZ Improvements are complete;

WHEREAS, the PID Financing Agreement requires the Developer to post fiscal surety in the event that there are insufficient funds in the Project Fund to complete the Public Improvements or in the event the City receives notice of claims for unpaid subcontractors for the Public Improvements and to post fiscal surety to guarantee the completion of the Subdivision Improvements as a condition of obtaining final plat approval prior to the completion of the Subdivision Improvements and the Public Improvements that will serve the property subject to the final plan; and

WHEREAS, the Parties wish to clarify provisions related to the City’s amendment of the Assessment Plan;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS

Section 1.01. Recitals

The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

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Words and phrases used in this Amendment, if defined in the PID Financing Agreement and

not specifically modified by this Amendment, shall have the definition and meaning as provided in the PID Financing Agreement.

ARTICLE II. AMENDMENTS

Section 2.01. Amendment of Section 2.01(g).

Section 2.01(g) of the PID Financing Agreement is hereby amended in its entirety to read as follows:

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Section 3.04 of the PID Financing Agreement is hereby amended in its entirety to read as follows

Section 3.04. Fiscal Security

If prior to commencement of construction of a given Public Improvement, there are funds within the Project Fund of the Indenture sufficient to pay for completion of that Public Improvement, it is intended that the Owner not be required to post fiscal security as required by the Subdivision Ordinance for the applicable Public Improvement. If subcontractors providing labor or materials for the Public Improvements file claims or otherwise give notice asserting failure to receive payment for such labor or materials, the City may require the Owner to post a payment bond for the estimated cost of constructing the Public Improvements. The Owner shall give the City a copy of any such claims within three business days of receipt of the claim. The City acknowledges that it will accept fiscal security, if required, for the Public Improvements in the form of an irrevocable letter of credit, surety bond, cash deposit, or other security acceptable to the City. If no such fund exists or such fund is not appropriately funded, then the Owner shall be required to post fiscal security for Public Improvements in accordance with Section 28(d) of the Subdivision Ordinance. No final plat for the Property may be approved unless either: a) the Public Improvements, the TIRZ Improvements, and the Subdivision Improvements required for the property subject to the final plat have been completed; or b) Owner has posted fiscal surety with the City in an amount equal to 110% of an amount equal to the difference between the amount held in the Project Fund and the estimated cost to complete the Public Improvements, and the Owner has posted adequate fiscal to guarantee the completion of the TIRZ Improvements as required by the TIRZ Reimbursement Agreement and any fiscal surety required by the Subdivision Ordinance

to guarantee the completion of the Subdivision Improvements required for the property subject to the final plat. Notwithstanding anything contained herein to the contrary, no certificate of occupancy for any residential structure will be issued until the Public Improvements and the TIRZ Improvements are complete and accepted.

ARTICLE III. GENERAL PROVISIONS

Section 3.01. Entire Agreement.

This Amendment, together with the PID Financing Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 3.02. Binding Effect.

The terms and provisions hereof shall be deemed to be restrictive covenants encumbering and running with the Property and shall be binding upon the Owner and its successors and assigns.

Section 3.03. Effect of Amendment.

The Parties agree that, except as modified hereby, the PID Financing Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the PID Financing Agreement, this Amendment will control and modify the PID Financing Agreement.

Section 3.04. Counterparts.

This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

CITY OF LEANDER,
a home rule city and Texas municipal corporation

By: _____
Name: Christopher Fielder
Title: Mayor

SENTINEL/COTTER LEANDER, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____



Executive Summary

March 5, 2015

Agenda Subject: Consider an amendment to the Oak Creek TIRZ development and reimbursement agreement.

Background:

October 16, 2014 the City Council approved the Oak Creek TIRZ development and reimbursement agreement. This amendment modifies Sections 6.01 of the agreement to change the deadline for completion of the TIRZ improvements to be prior to issuance of a certificate of occupancy instead of prior to approval of a final plat.

Origination: Applicant: Sentinel/Cotter Leander, LLC

Recommendation: Staff recommends approval.

Attachments:

1. Amendment showing redlined changes
2. Clean copy of amendment

Prepared by: Tom Yantis, AICP
Assistant City Manager

AMENDMENT TO THE OAK CREEK DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Amendment to the Oak Creek Development and Reimbursement Agreement (the "Amendment") is made, entered into and effective as of _____ (the "Effective Date") by the City of Leander, Texas (the "City"); the Leander Development Authority (the "Authority"); Sentinel/Cotter Leander, LLC (the "Developer"), a limited liability company; and Reinvestment Zone Number One, City of Leander, Texas (the "Zone"). The City, the Developer, the Authority and the Zone are herein referred to together as the "Parties".

Recitals:

WHEREAS, the Parties entered that certain Oak Creek Leander Development and Reimbursement Agreement between the City and the Owner dated October 16, 2014 (the "Agreement");

WHEREAS, the Parties wish to amend Section 6.1(a) to remove the provision prohibiting the approval of any final plats on the Property that contain single family residential lots until the Oak Creek Projects and the PID Improvements are complete, and replace it with a provision that prohibits the issuance of certificates of occupancy for any residential structure until the Oak Creek Projects and PID Improvements are complete;

WHEREAS, the Agreement requires the Developer to post fiscal surety to guarantee the completion of the Subdivision Improvements and the Oak Creek Projects as a condition of obtaining final plat approval prior to the completion of the Subdivision Improvements and the Oak Creek Projects that will serve the property subject to the final plan;

WHEREAS, the City is a Texas home-rule municipal corporation;

WHEREAS, the Authority is a non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code, and the City Charter of the City;

WHEREAS, the Developer is a Texas limited liability company and owns approximately 151 acres of property in Williamson County within the Zone and intends to develop it as a residential community in accordance with the Oak Creek PUD (the "Oak Creek Subdivision") ;

WHEREAS the Zone is a tax increment reinvestment zone created pursuant to the authority of Chapter 311, Texas Tax Code, as amended (the "Act"), by Ordinance No. 06-029-00 adopted by the City Council of the City (the "City Council") on September 7, 2006, as amended by Ordinance No. 06-029-01 adopted by the City Council on June 21 , 2007;

WHEREAS, the City, the Authority, the Developer, and the Zone are individually referred to as a "Party" and collectively as the "Parties";

WHEREAS, the City executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) overseeing the

design, construction, and installation and City acceptance of the Oak Creek Projects; and (3) to hold the rights and obligations expressly set forth herein as rights and obligations of the City; and

WHEREAS, the Zone, acting through its Board of Directors (the “Board”) executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; and (2) to hold the rights and obligations expressly set forth herein as rights and obligations of the Zone;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS

1.1 Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

1.2 Definitions. Words and phrases used in this Amendment, if defined in the Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Agreement.

ARTICLE II. AMENDMENTS

2.1 Amendment of Section 6.1(a). Section 6.1(a) of the Agreement is hereby amended in its entirety to read as follows:

(a) Building Permits. The City and the Authority will coordinate and facilitate the issuance of building permits for buildings to be constructed within a phase of the subdivision for which a final plat has been approved based on the City having either accepted (i) the completed Subdivision Improvements and Oak Creek Projects for such phase or (ii) adequate fiscal surety for the Subdivision Improvements and Oak Creek Projects for such phase meeting the requirements of the Applicable Regulations; provided the permit applicant is not in default under this Agreement and that the application does not commit the Authority to request the City to waive otherwise applicable requirements that on-site and off-site infrastructure for the approved plat must be accepted by the City prior to the issuance of a certificate of occupancy for the completed building. Notwithstanding anything contained herein to the contrary, no **certificate of occupancy for any residential structure** ~~final plat for any portion of the Property that contains single family residential lots will be approved~~ **issued** until the Oak Creek Projects and the PID Improvements are complete **and accepted**.

ARTICLE III. GENERAL PROVISIONS

3.1 Entire Agreement. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether

written or oral, with respect to the subject matter hereof.

3.2 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

3.3 Effect of Amendment. The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.

3.4 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

Executed as of ___ day of ___, 2015 and Effective upon execution by all Parties.

City of Leander, Texas

Christopher Fielder, Mayor

Attest:

City Secretary

Approved as to Form:

City Attorney

[Additional Signature Pages Follow]

Leander Development Authority

By: _____
Name: _____
Title: _____

Reinvestment Zone Number One, City of Leander

By: _____
Name: _____
Title: _____

Sentinel/Cotter Leander LLC, a Texas limited Liability company

By: _____
Name: _____
Title: _____

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WHEREAS, the City is a Texas home-rule municipal corporation;

WHEREAS, the Authority is a non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code, and the City Charter of the City;

WHEREAS, the Developer is a Texas limited liability company and owns approximately 151 acres of property in Williamson County within the Zone and intends to develop it as a residential community in accordance with the Oak Creek PUD (the "Oak Creek Subdivision") ;

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WHEREAS, the City, the Authority, the Developer, and the Zone are individually referred to as a "Party" and collectively as the "Parties";

WHEREAS, the City executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) overseeing the

design, construction, and installation and City acceptance of the Oak Creek Projects; and (3) to hold the rights and obligations expressly set forth herein as rights and obligations of the City; and

WHEREAS, the Zone, acting through its Board of Directors (the “Board”) executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; and (2) to hold the rights and obligations expressly set forth herein as rights and obligations of the Zone;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS

1.1 Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

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ARTICLE III. GENERAL PROVISIONS

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3.2 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

3.3 Effect of Amendment. The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.

3.4 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

Executed as of ___ day of ___, 2015 and Effective upon execution by all Parties.

City of Leander, Texas

Christopher Fielder, Mayor

Attest:

City Secretary

Approved as to Form:

City Attorney

[Additional Signature Pages Follow]

Leander Development Authority

By: _____
Name: _____
Title: _____

Reinvestment Zone Number One, City of Leander

By: _____
Name: _____
Title: _____

Sentinel/Cotter Leander LLC, a Texas limited Liability company

By: _____
Name: _____
Title: _____



Executive Summary

March 05, 2015

Agenda Subject: Composite Zoning Ordinance Case 15-OR-002: Hold a public hearing and consider action on amending sections of the Composite Zoning Ordinance, to update the architectural standards, update the garage setback requirements, update the use matrix table, and modify the landscape ordinance requirements.

Background: Staff is proposing the following amendments to the Composite Zoning Ordinance:

1. Modify Single-Family Use Components regarding garages.
2. Update the Use Matrix
3. Update the Landscape Requirements
4. Update the setback table and exhibits.
5. Update the garage setback requirements.

Origination: City of Leander Planning Department

Financial Consideration: None

Recommendation: Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval of amendments to the ordinance with the following conditions:

1. Permit staff the flexibility to allow minor deviations regarding the permitted garage width as a percentage of the ground floor living.
2. Clarify that the third car garage must be located flush or behind the ground floor living area.

Attachments:

1. Summary of Proposed Amendments
2. Ordinance
3. Minutes–Planning & Zoning Commission February 26, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager

02/27/2015

COMPOSITE ZONING ORDINANCE AMENDMENTS

ARTICLE III – USE COMPONENTS

SECTION 5: SFC – SINGLE-FAMILY COMPACT

(d) Enclosed Garage and Parking

- (1) Dwelling units with three or more bedrooms and lots having an accessory dwelling: A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot.
- (2) Dwelling units with two or less bedrooms and not having an accessory dwelling: A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided for each lot.
- (3) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.
- (4) ~~To keep the front of the structure from being dominated by garage doors, for dwellings less than fifty feet wide, a maximum of a two-car garage is permitted if the garage door(s) is (are) front facing or offset by less than forty five (45) degrees from such orientation.~~

SECTION 6: SFL – SINGLE-FAMILY LIMITED

(d) Enclosed Garage and Parking

- (1) A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot.
- (2) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.
- (3) ~~To keep the front of the structure from being dominated by garage doors, for dwellings thirty-five (35') feet wide and less, the dwelling is limited to a single-wide garage if such garage door is front facing or within 45 degrees of such orientation. The garage may be a tandem garage or may be a double garage with rear or side access. For dwellings greater than thirty-five (35') feet wide, the dwelling is limited to a double-wide garage if the garage door(s) is (are) front facing or within 45 degrees of such orientation.~~
- (4) ~~In no case shall the garage be located in front of the primary structure for lots less than fifty (50') feet wide.~~

SECTION 7: SFT – SINGLE-FAMILY TOWNHOUSE

(d) Enclosed Garage and Parking

- (1) A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided for each lot.
- (2) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.
- (3) ~~To keep the front of the structure from being dominated by garage doors, for dwellings less than thirty-five feet wide, the dwelling is limited to a single-wide garage if such garage door is front facing. The garage may be a tandem garage or, if provided with rear or side access, may be a double garage.~~

SECTION 17: USE MATRIX

Certain uses listed also need to be supported by an appropriate site component in order to be permitted. P = Permitted and S = Special Use Permit Required

USE MATRIX																
Use	SFR	SFE	SFS	SFU	SFC	SFL	SFT	SFU/MH	TF	MF	LO	LC	GC	HC	HI	
<u>Residential (Including Accessory)</u>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Apartment (Including Accessory)										P	P	P	P	P	P	
<u>Artisan & Handcraft Activities</u>											P	P	P	P	P	
<u>Assisted Living or Nursing Home</u>											P	P	P	P	P	
<u>Bar, Nightclub or Private Club</u>													P	P	P	
<u>Bank</u>												P	P	P	P	
Bed and Breakfast												P	P	P	P	
<u>Bingo</u>														P	P	
<u>Car Title Loan Shop</u>														P	P	
Carwash													P	P	P	
<u>Colleges, Universities, Vocational Schools, Higher Learning Institution</u>												P	P	P	P	
Commercial parking													P	P	P	
<u>Commercial Laundry</u>														P	P	
Community Service <u>including Community Center, Civic Organization, and cemetery/mausoleum (not including cremator or embalming)</u>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
<u>Contractor & Building Material</u>														P	P	

<u>Storage</u>															
<u>Cultural Facilities</u>												<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Day Care for 6 or fewer children	P	P	P	P	P	P	P	P	P		P	P	P	P	P
Day Care, all other											P	P	P	P	P
Entertainment activities													P	P	P
<u>Florist Shop</u>												<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Funeral Home, No Embalming or Cremation</u>												P	P	P	P
<u>Funeral Home, Including Embalming & Cremation</u>														<u>P</u>	<u>P</u>
Golf course/country club	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
<u>Grocery Store</u>												<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Group Home <u>Class 1 (6 or fewer persons)</u>	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Group Home Class 2</u>												<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Group Home Class 3</u>												<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>
<u>Home Occupations</u>	<u>P</u>														
<u>Hooka Lounge</u>														<u>P</u>	<u>P</u>
Hospital													P	P	P
Hotel / Motel, <u>Boarding Houses</u>													P	P	P
<u>Liquor Store</u>													<u>P</u>	<u>P</u>	<u>P</u>
Major equipment sales and leasing													P	P	P
<u>Manufacture, Assembly or Processing of Materials of Non Hazardous Materials</u>															<u>P</u>
<u>Manufactured Homes</u>									<u>P</u>						
<u>Manufactured Housing Sales</u>														<u>P</u>	<u>P</u>
<u>Mixed Use/ Apartment</u>											<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Office											P	P	P	P	P
Office, Medical											P	P	P	P	P

<u>Office/ Warehouse</u>														<u>P</u>	<u>P</u>	<u>P</u>	
<u>Outdoor Processing of Materials</u>															<u>P</u>	<u>P</u>	
Park and related facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Passenger terminal														P	P	P	
<u>Personal Services (Barber Shop, Beauty Shop, Tailoring, Dressmaking, Shoe Repair, Small Appliance Repair, Bicycle Repair, Retail Bakeries, Catering, Dry Cleaning)</u>													<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Pet Shop</u>														<u>P</u>	<u>P</u>	<u>P</u>	
<u>Pharmacy</u>													<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Place of Worship	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Public and Civic <u>Uses Buildings</u>	P	P	P	P	P	P	P	P	P	<u>P</u>	P	P	P	P	P	P	
<u>Medical Clinic</u>													<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Pawn Shop</u>															<u>P</u>	<u>P</u>	
<u>Payday Lending</u>															<u>P</u>	<u>P</u>	
<u>Real Estate Sales Office during the development and sale of a residential subdivision</u>	<u>P</u>																
<u>Cemetery, Mausoleum,</u>	<u>P</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>									
<u>Eating establishment Restaurants</u>														P	P	P	P
<u>Research, Testing & Development Laboratory</u>															<u>P</u>	<u>P</u>	<u>P</u>
Retail Sales <u>of New Products and Service</u>													<u>P</u>	P	P	P	
<u>Retail Sales, Second Hand Resale and</u>															<u>P</u>	<u>P</u>	

<u>Services</u>																
<u>RV, Trailer, Commercial Motor Vehicle, or Boat Outdoor Storage</u>															P	P
<u>Schools: All curriculum levels Schools, public or private including all levels up to high school</u>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
<u>Schools, Pre-, Elem. & Mid-</u>	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P
<u>Self-service storage/Mini-Warehouse</u>															P	P
<u>Single-Family, Attached</u>							P									
<u>Single-Family, Detached</u>	P	P	P	P	P	P	P	P	P							
<u>Single-family, zero lot line</u>					P	P										
<u>Stand Alone Crematory or Embalming Establishment</u>															P	P
<u>Tattoo and/or Body Piercing</u>															P	P
<u>Townhouse</u>							P									
<u>Two-Family Dwelling</u>										P						
<u>Utility, Minor</u>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
<u>Utility, Major</u>															P	P
<u>Vehicle Sales (New), Rental, Repair</u>														P	P	P
<u>Vehicle Sales (New & Used), Rental, Repair</u>															P	P
<u>Veterinarian Office</u>											P	P	P	P	P	P
<u>Veterinarian Office, Animal Hospital or Animal Boarding</u>														P	P	P
<u>Warehouse and Distribution Freight</u>															P	P

Movement															
Wholesale Trade Activities														P	P
Wireless Communications - Stealth	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Wood yard														P	P
Wrecker Impoundment, Towing														P	P
WTF, Self-standing												P	P	P	P
Light Ind. Man., Assem., Proc.														P	P
General Ind. Man., Assem., Proc.															P

ARTICLE VI – SITE STANDARDS

SECTION 6: SETBACKS

(a) Building / Structure and Site Improvements:

BUILDING / STRUCTURE						
	Use Component	Architectural Component	Front	Side	Street Side	Rear
Standard Setback	SFR		25' (30'-street facing garage)	7'	15' (20'-street facing garage)	15'
	SFE, SFS, SFU, SFU/MH, TF		20' (25'-street facing garage)	5'	15' (20'-street facing garage)	15'
	SFC, SFL		20' (25'-street facing garage)	5' or 0' & 10'	15' (20'-street facing garage)	10'
	SFT		15' (20'-street facing garage)	0 or 10'	15' (20'-street facing garage)	10'
	MF	Type A	20'	10'	20'	20'
		Type B	25'	10'	25'	20'
	LO, LC, GC, HC, HI	Type A, B Type C	15' 20'	10' 10'	15' 20'	10' 10'
	GC, HC, HI	Type D	25'	15'	25'	15'

Special Setback Where Adjacent to SFR, SFE, SFS, SFU, SFC, SFL, SFU/MH, TF*	MF, LO, LC, GC, HC, HI	Type A	(NA)	20'	(N/A)	20'
		Type B	(NA)	25'	(N/A)	25'
	LO, LC, GC, HC, HI	Type C	(NA)	30'	(N/A)	30'
	GC, HC, HI	Type D	(NA)	50'	(N/A)	50'
<u>Garage Setback</u>	<u>SFR, SFE, SFS, SFU, SFU/MH, SFC, SFL, SFT, TF</u> See Article VIII Section 5(i)					

PARKING, AISLE, LOADING, CANOPIES, OUTDOOR DISPLAY						
	Use Component	Site Component	Front	Side	Street Side	Rear
Standard Setback	MF	All	20'	5'***	20'	5'***
	LO, LC, GC, HC, HI	Type 1, 2	15'	5'***	15'	5'***
		Type 3	20'	5'***	20'	5'***
		Type 4, 5	25'	5'***	25'	5'***
Special Setback Where Adjacent to SF or TF*	MF, LO, LC, GC, HC, HI	Type 1-3	(N/A)	15'	(N/A)	15'
		Type 4, 5	(N/A)	20'	(N/A)	20'

OUTDOOR STORAGE						
	Use Component	Site Component	Front	Side	Street Side	Rear
Standard Setback	LO, LC, GC, HC, HI	Type 3-4	**	5'***	**	0'
		Type 5	25'	0'***	25'	0'
Special Setback Where Adjacent to SF or TF*	LO, LC, GC, HC, HI	Type 3-5	(N/A)	25'	(N/A)	25'

* Unless such district is utilized for a non-residential use

** No closer than the street facing wall of the primary structure that utilizes such storage.

*** Setback does not apply for parking, drive aisles, storage etc. that are intended to cross lot line.

FIGURE G

SFR - BUILDING SETBACK

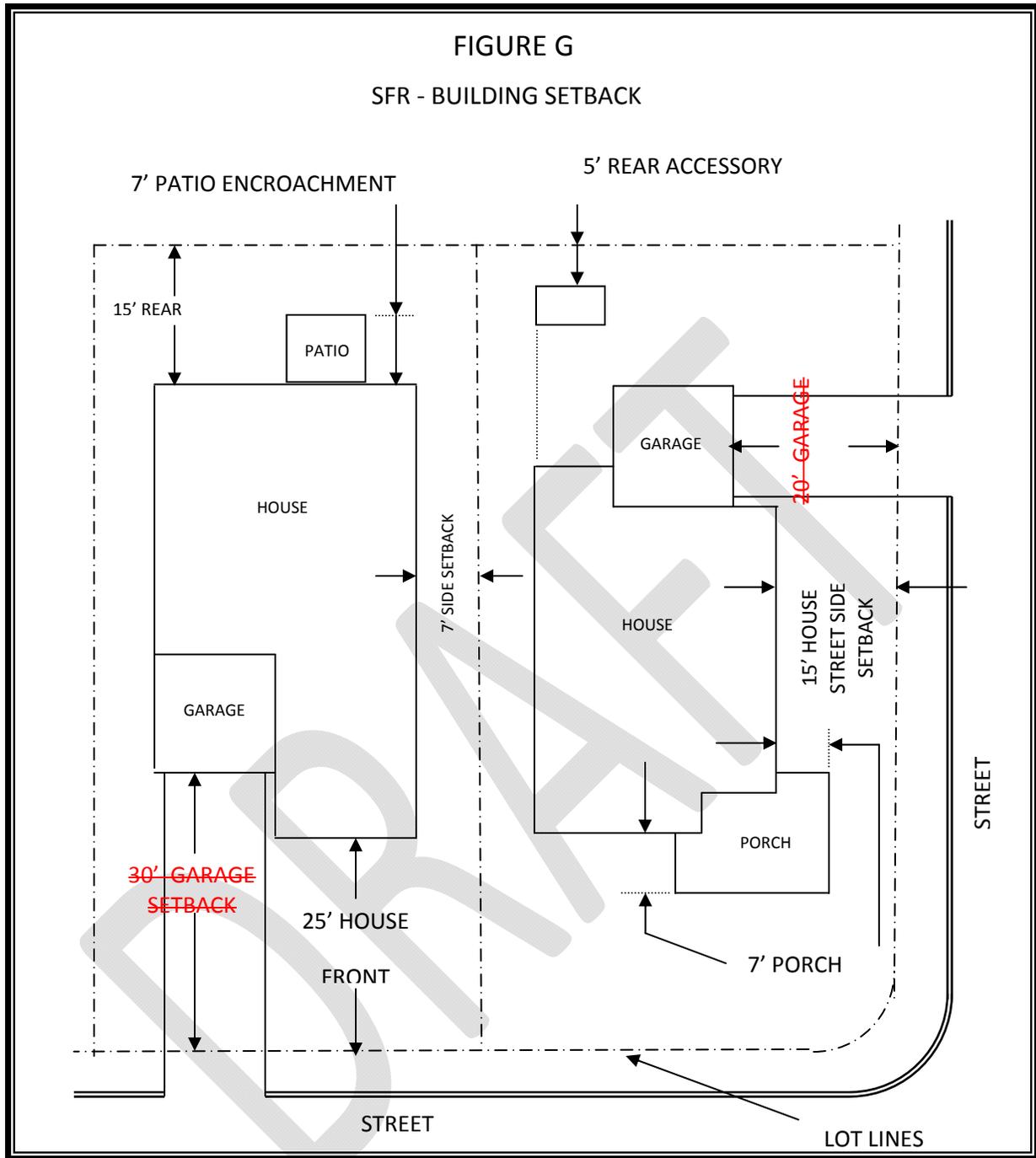


FIGURE H

SFE, SFS, SFU, SFU/MH & TF - BUILDING SETBACK

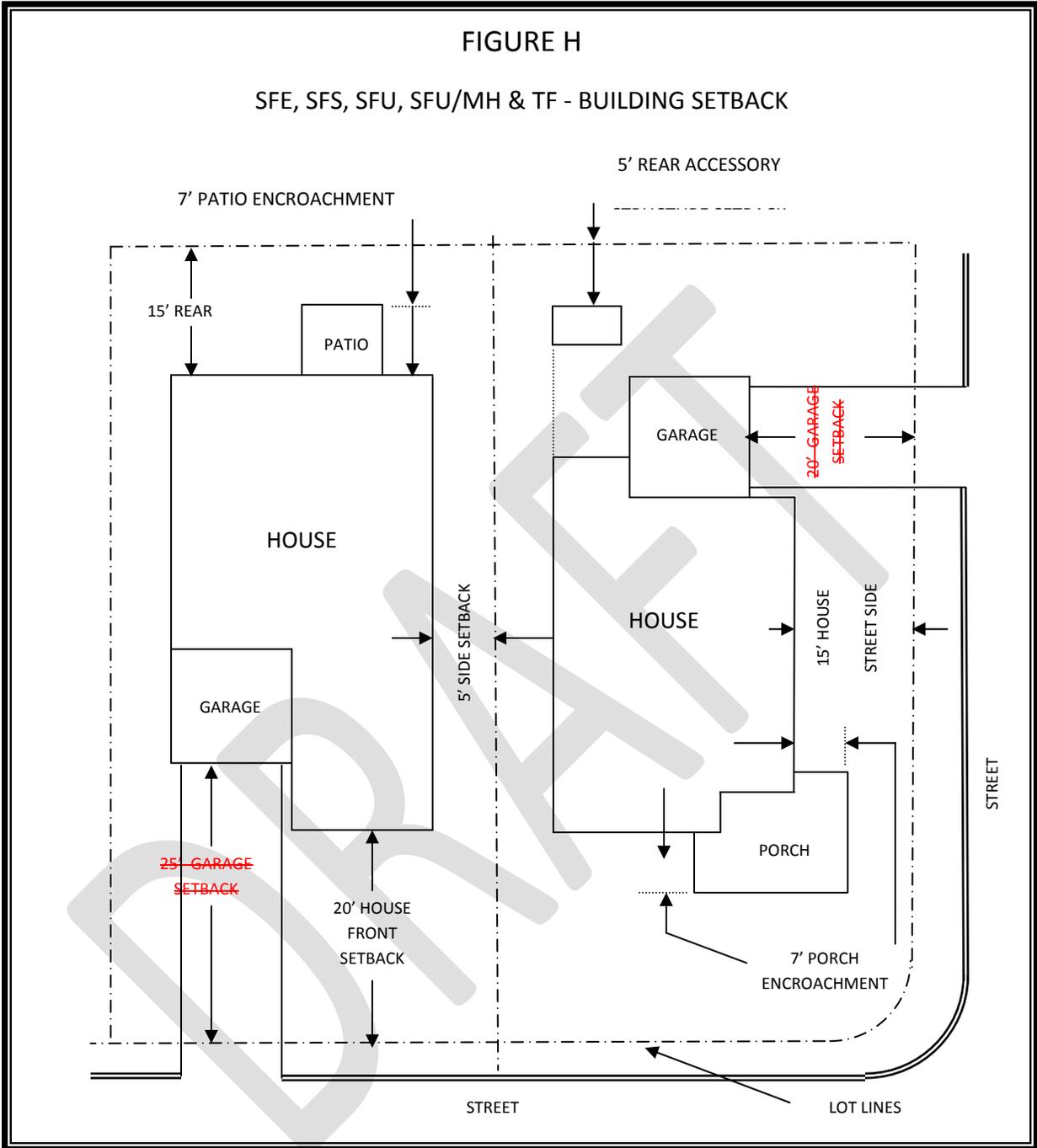


FIGURE I

SFC, SFL - BUILDING SETBACK

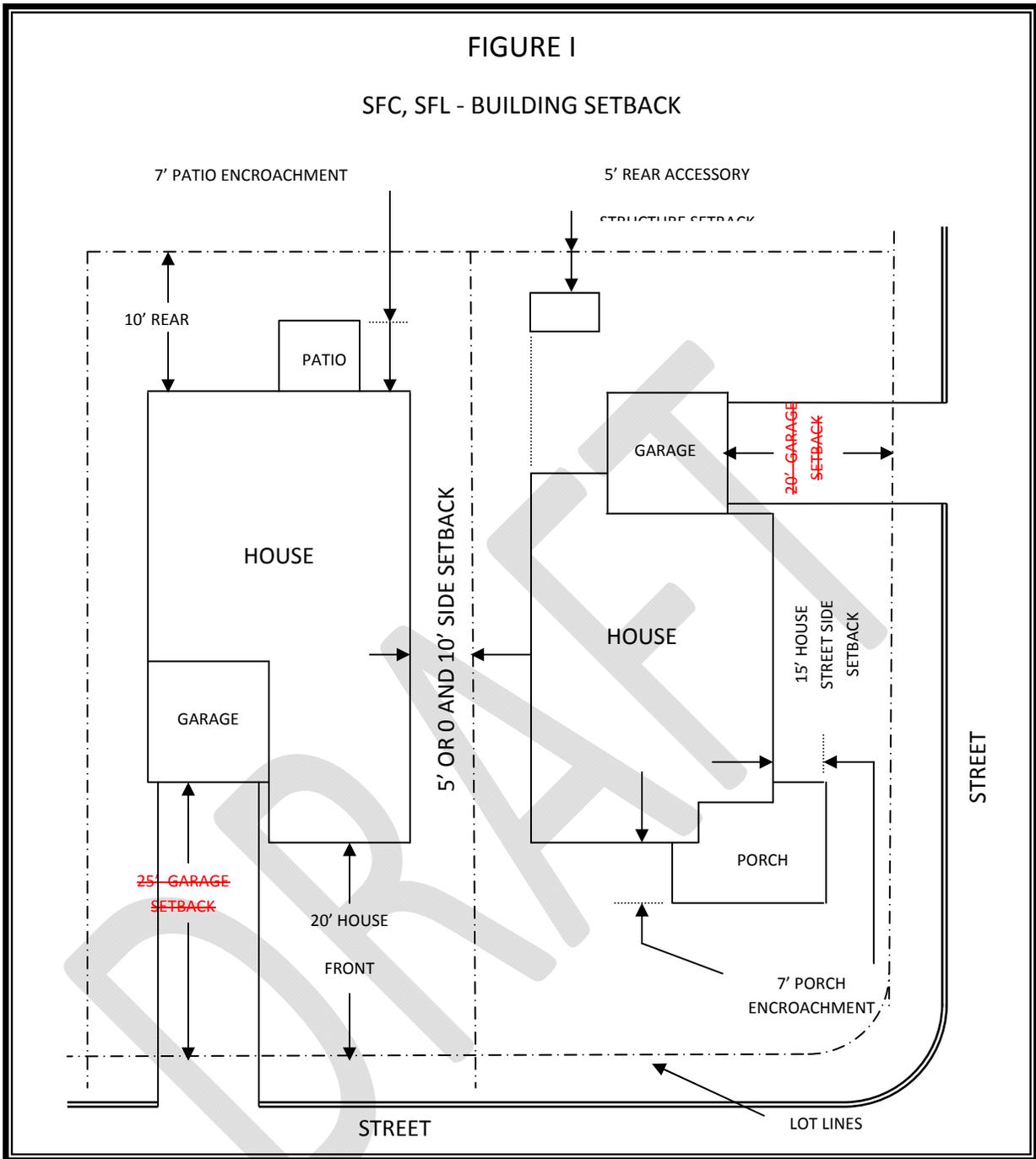
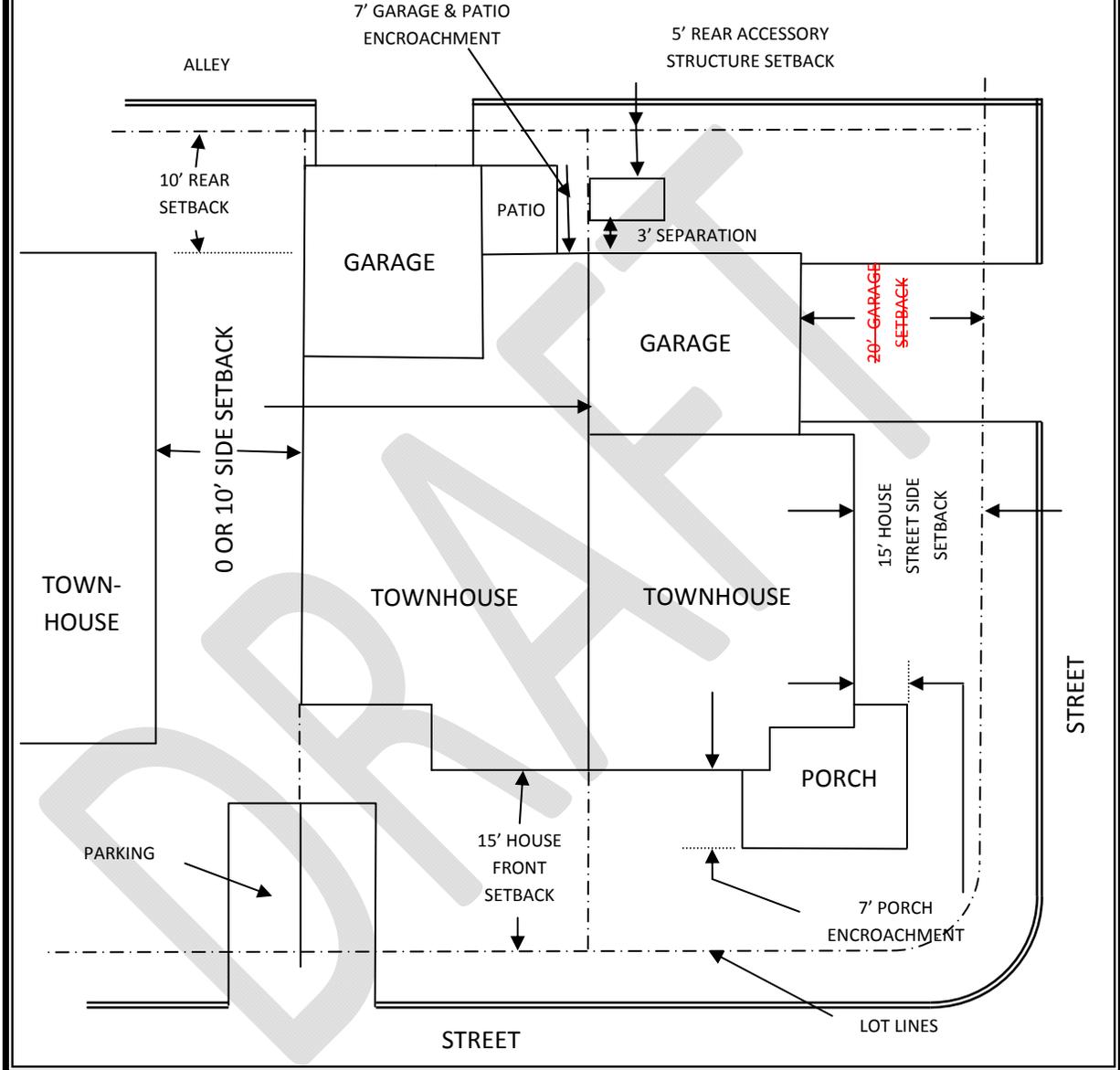


FIGURE J

SFT BUILDING - SETBACK



(f) Exceptions:

~~(3) For lots less than sixty feet wide and zoned SFC or SFT, residential street facing garages shall be located no closer to the street than five feet in front of the dwelling or roof covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street facing garages shall be located no closer to the street than the dwelling.~~

ARTICLE VI – SITE STANDARDS

SECTION 1: LANDSCAPING, TREE PRESERVATION AND PROTECTION, AND SCREENING REQUIREMENTS

(c) Tree Preservation and Protection

(8) A non-disturbance zone shall be maintained on single-family and two-family lots. A disturbance area no more than five (5') feet from the foundation necessary for construction and grade transitions shall be permitted. This disturbance area shall be no more than ten (10') feet from the foundation for properties zoned with the SFR (Single-Family Rural) use component. The trees located on the remainder of the lot shall not be removed unless a unique situation is approved by the Planning Director.

(9) Tree Protection Plan Requirements

(i) An applicant for a single-family or two-family preliminary plat or final plat, or a site development permit shall provide a tree survey prepared within five years preceding the application date. This tree survey shall include the street and lot layout, or site plan superimposed at a scale of 1"=100' (or as appropriate) identifying significant trees located on the property that meet the requirements indicated in this section. Applicants for a single-family or two-family preliminary or final plat are only required to submit a tree survey for the portion of the property that the applicant is proposing to disturb with the subdivision construction. The applicant shall provide a tree preservation plan that identifies the surveyed trees and the mitigation of the protected trees that are proposed for removal. The applicant shall be required to demonstrate that lot lines, street layouts and site improvements have been designed and located and that lot width, depth and size flexibility as permitted by the applicable zoning district has been utilized to the maximum extent necessary to retain the maximum number of significant trees reasonably practicable. Applicants for a single-family or two-family preliminary or final plat may plant replacement trees within lots owned by the Homeowners Association including but not limited to landscape lots, park lots, or amenity center lots.

ARTICLE VIII – ARCHITECTURAL STANDARDS

SECTION 5: MASONRY AND OTHER ARCHITECTURAL STANDARDS

- (a) Brick, stone, cast stone or other similar masonry product shall not be painted.
- (b) All window trim shall be cementitious-fiber or similar product.
- (c) The number of combinations of single-family or two-family residential floor plans and elevations in any final plat section shall, at a minimum, equal at least twenty-five percent

(25%) of the total lots in the final plat, but is not required to exceed fifteen. (For example, five floor plans with three different elevation options for each floor plan results in fifteen different floor plan / elevation combinations.)

- (d) No two homes side by side or across the street within one house (directly across the street or “caddy corner” across the street) shall have the same elevation plan or the same floor plan except for the SFT district.
- (e) In the event of a natural disaster (tornado, fire, etc.) the resident may replace the current structure with a new structure built of the same masonry percentages as the pre-existing residence.
- (f) All exterior walls on remodels and additions must be consistent with the exterior of the existing dwelling.
- (g) Supporting columns on the front of structures shall be constructed of clay brick, ledge stone, field stone, native stone, stucco, cementious-fiber planking or panel, aluminum, solid cedar, stripped cedar posts (sealed for protection), solid redwood, or similar materials and not less than eight by eight inches (8” x 8”) square. Standard trade sizes of preformed fiberglass columns shall be permitted. The use of dimensional lumber posts shall not be permitted.
- (h) The Director of Planning may approve premium architectural grade, decorative metal siding and other premium architectural materials for conformance with exterior wall building material standards as appropriate and applicable.
- (i) Recreational vehicles, travel trailers and manufactured/mobile homes shall not be used for on-site dwelling or for any nonresidential or other purpose except as authorized in an SFU/MH district, as provided in Article IV, Sec. 2, Special Use Permit or as otherwise permitted in this ordinance.
- (j) Single-family and two-family residential dwelling street-facing garage standards. To prevent residential streetscapes from being dominated by garage doors, and to allow the visually interesting features of the house to dominate the streetscape, the following standards shall apply:
 - a. Except as provided for in this section, street-facing garages must be recessed at least five (5) feet behind the ground floor living area of the dwelling or a roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.
 - b. The total width of the garage door openings of a garage with street-facing doors shall be no more than fifty (50) percent of the ground floor street-facing linear building frontage.
 - c. Street-facing garages that have a total garage door opening width that is less than forty (40) percent of the ground floor street-facing linear building frontage width, may be in-line with the ground floor living area or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.
 - d. Street-facing garages that have a total garage door opening width of less than forty (40) percent of the ground floor street-facing linear building frontage width and that incorporate enhanced architectural features as described in this section, may protrude up to five (5) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum setback for the zoning district.
 - e. Street-facing three car garages that have a total garage door opening width of less than fifty (50) percent of the ground floor street-facing linear building frontage width and that incorporate enhanced architectural features as described in this section, may have up to two (2) bays of the garage protrude up to five (5) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum setback for the zoning district.

- f. For garages that meet the standards of subsection (d) or (e) and where the site topography (typically slopes greater than 10% or as approved by the Planning Director) requires stairs from the garage into the living space, the garage may protrude up to eight (8) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum building setback for the zoning district.
- g. The Planning Director may approve garage placement that does not meet the standards of this section in the case of unique site conditions including the existence of significant trees, extreme topography and similar natural features.
- h. For the purposes of this section, enhanced architectural features shall include architectural garage doors that are painted to match the color scheme of the house and include decorative hardware or doors that have a natural wood appearance and are combined with at least one of the following features:
 - i. a garage door recess of at least two (2) feet;
 - ii. a roof overhang over the garage doors with supporting architectural columns that extends at least two (2) feet in front of the garage doors;
 - iii. any similar architectural feature, approved by the Planning Director, that diminishes the prominence of the garage doors on the street-facing building facade.
- i. Garages accessed from rear alleys are exempt from the standards of this section.
- j. Second or higher floor living areas do not count toward the measurement of ground floor street-facing linear building frontage.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.200, THE COMPOSITE ZONING ORDINANCE, TO UPDATE THE ARCHITECTURAL STANDARDS, MODIFYING GARAGE SETBACK REQUIREMENTS; UPDATE THE USE MATRIX TABLE; AND MODIFY THE LANDSCAPE REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

Section 2. Amendment to Article III, Section 5(d). Article III, Section 5(d) of the Composite Zoning Ordinance is hereby amended in its entirety to read as follows:

(d) Enclosed Garage and Parking

- (1) Dwelling units with three or more bedrooms and lots having an accessory dwelling: A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot.
- (2) Dwelling units with two or less bedrooms and not having an accessory dwelling: A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided for each lot.
- (3) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.

Section 3. Amendment to Article III, Section 6(d). Article III, Section 6(d) of the Composite Zoning Ordinance is hereby amended in its entirety to read as follows:

(d) Enclosed Garage and Parking

- (1) A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot.
- (2) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.

Section 4. Amendment to Article III, Section 7(d). Article III, Section 7(d) of the Composite Zoning Ordinance is hereby amended in its entirety to read as follows:

(d) Enclosed Garage and Parking

- (1) A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided for each lot.
- (2) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.

Section 5. Amendment to Article III, Section 17. Article III, Section 17 of the Composite Zoning Ordinance is hereby amended in its entirety to read as follows:

Section 17: Use Matrix

Certain uses listed also need to be supported by an appropriate site component in order to be permitted. The uses set forth in this Use Matrix must also comply with any provisions governing that use set forth in Article III and Article V. In the event of a conflict between this Use Matrix and P = Permitted and S = Special Use Permit Required

Use	USE MATRIX														
	SFR	SFE	SFS	SFU	SFC	SFL	SFT	SFU/MH	TF	MF	LO	LC	GC	HC	HI
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Apartment										P					
Artisan & Handcraft Activities											P	P	P	P	P
Assisted Living or Nursing Home													P	P	P
Bar, Nightclub or Private Club													P	P	P
Bank												P	P	P	P
Bed and Breakfast												P	P	P	P
Bingo														P	P
Car Title Loan Shop														P	P
Carwash													P	P	P
Colleges, Universities, Vocational Schools, Higher Learning Institution												P	P	P	P
Commercial parking													P	P	P
Commercial Laundry														P	P
Community Service including Community Center, Civic Organization, and	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

cemetery/ mausoleum (not including cremator or embalming)																
Contractor & Building Material Storage															P	P
Cultural Facilities												P	P	P	P	
Day Care for 6 or fewer children	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P
Day Care, all other											P	P	P	P	P	P
Entertainment activities													P	P	P	
Florist Shop												P	P	P	P	
Funeral Home, No Embalming or Cremation												P	P	P	P	
Funeral Home, Including Embalming & Cremation													P	P	P	
Golf course/country club	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Grocery Store												P	P	P	P	
Group Home Class 1	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Group Home Class 2											P	P	P	P	P	
Group Home Class 3											S	S	S	S	S	
Home Occupations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Hooka Lounge															P	P
Hospital													P	P	P	
Hotel / Motel, Boarding Houses														P	P	P
Liquor Store														P	P	P
Major equipment sales and leasing														P	P	P
Manufacture, Assembly or Processing of Materials of Non Hazardous Materials															P	P
Manufactured Homes								P								
Manufactured Housing Sales														P	P	P
Mixed Use/ Apartment											P	P	P	P	P	
Office											P	P	P	P	P	
Office, Medical											P	P	P	P	P	

Office/ Warehouse														P	P	P
Outdoor Processing of Materials															P	P
Park and related facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Passenger terminal														P	P	P
Personal Services (Barber Shop, Beauty Shop, Tailoring, Dressmaking, Shoe Repair, Small Appliance Repair, Bicycle Repair, Retail Bakeries, Catering, Dry Cleaning)													P	P	P	P
Pet Shop														P	P	P
Pharmacy													P	P	P	P
Place of Worship	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public Buildings	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Medical Clinic													P	P	P	P
Pawn Shop															P	P
Payday Lending															P	P
Real Estate Sales Office during the development and sale of a residential subdivision	P	P	P	P	P	P	P	P	P	P						
Restaurants													P	P	P	P
Research, Testing & Development Laboratory														P	P	P
Retail Sales of New Products and Service													P	P	P	P
Retail Sales, Second Hand Resale and Services															P	P
RV, Trailer, Commercial Motor Vehicle, or Boat Outdoor Storage															P	P
Schools, public or private including all levels up to high school	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Self-service storage/Mini-Warehouse															P	P
Single-Family,								P								

Attached															
Single-Family, Detached	P	P	P	P	P	P	P	P	P						
Single-family, zero lot line					P	P									
Stand Alone Crematory or Embalming Establishment														P	P
Tattoo and/or Body Piercing														P	P
Townhouse							P								
Two-Family Dwelling									P						
Utility, Minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utility, Major														P	P
Vehicle Sales (New), Rental, Repair													P	P	P
Vehicle Sales (New & Used), Rental, Repair														P	P
Veterinarian Office											P	P	P	P	P
Veterinarian Office, Animal Hospital or Animal Boarding													P	P	P
Warehouse and Distribution														P	P
Wholesale Activities														P	P
Wireless Communications - Stealth	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Wood yard														P	P
Wrecker Impoundment, Towing														P	P
WTF, Self-standing												P	P	P	P

Section 6. Amendment to Article VI, Section 6(a). Article VI, Section 6(a) of the Composite Zoning Ordinance is hereby amended in its entirety to read as follows:

(a) Building / Structure and Site Improvements:

BUILDING / STRUCTURE						
	Use Component	Architectural Component	Front	Side	Street Side	Rear
Standard Setback	SFR		25'	7'	15'	15'

	SFE, SFS, SFU, SFU/MH, TF		20'		15'		15'
	SFC, SFL		20'	5' or 0' & 10'	15'		10'
	SFT		15'	0 or 10'	15'		10'
	MF	Type A	20'	10'	20'		20'
		Type B	25'	10'	25'		20'
	LO, LC, GC, HC, HI	Type A, B	15'	10'	15'		10'
		Type C	20'	10'	20'		10'
	GC, HC, HI	Type D	25'	15'	25'		15'
Special Setback Where Adjacent to SFR, SFE, SFS, SFU, SFC, SFL, SFU/MH, TF*	MF, LO, LC, GC, HC, HI	Type A	(NA)	20'	(N/A)		20'
		Type B	(NA)	25'	(N/A)		25'
	LO, LC, GC, HC, HI	Type C	(NA)	30'	(N/A)		30'
	GC, HC, HI	Type D	(NA)	50'	(N/A)		50'
Garage Setback	SFR, SFE, SFS, SFU, SFU/MH, SFC, SFL, SFT, TF		See Article VIII Section 5(i)				

PARKING, AISLE, LOADING, CANOPIES, OUTDOOR DISPLAY						
	Use Component	Site Component	Front	Side	Street Side	Rear
Standard Setback	MF	All	20'	5'***	20'	5'***
	LO, LC, GC, HC, HI	Type 1, 2	15'	5'***	15'	5'***
		Type 3	20'	5'***	20'	5'***
		Type 4, 5	25'	5'***	25'	5'***
Special Setback Where Adjacent to SF or TF*	MF, LO, LC, GC, HC, HI	Type 1-3	(N/A)	15'	(N/A)	15'
		Type 4, 5	(N/A)	20'	(N/A)	20'

OUTDOOR STORAGE						
	Use Component	Site Component	Front	Side	Street Side	Rear
Standard Setback	LO, LC, GC, HC, HI	Type 3-4	**	5'***	**	0'
		Type 5	25'	0'***	25'	0'

Special Setback Where Adjacent to SF or TF*	LO, LC, GC, HC, HI	Type 3-5	(N/A)	25'	(N/A)	25'
--	-----------------------	----------	-------	-----	-------	-----

- * Unless such district is utilized for a non-residential use
- ** No closer than the street facing wall of the primary structure that utilizes such storage.
- *** Setback does not apply for parking, drive aisles, storage etc. that are intended to cross lot line.

Section 7. Amendment to Article VI, Section 6(a), Figures G, H, I & J. Article VI, Section 6(a), Figures G, H, I, & J of the Composite Zoning Ordinance is hereby amended in its entirety to read as follows:

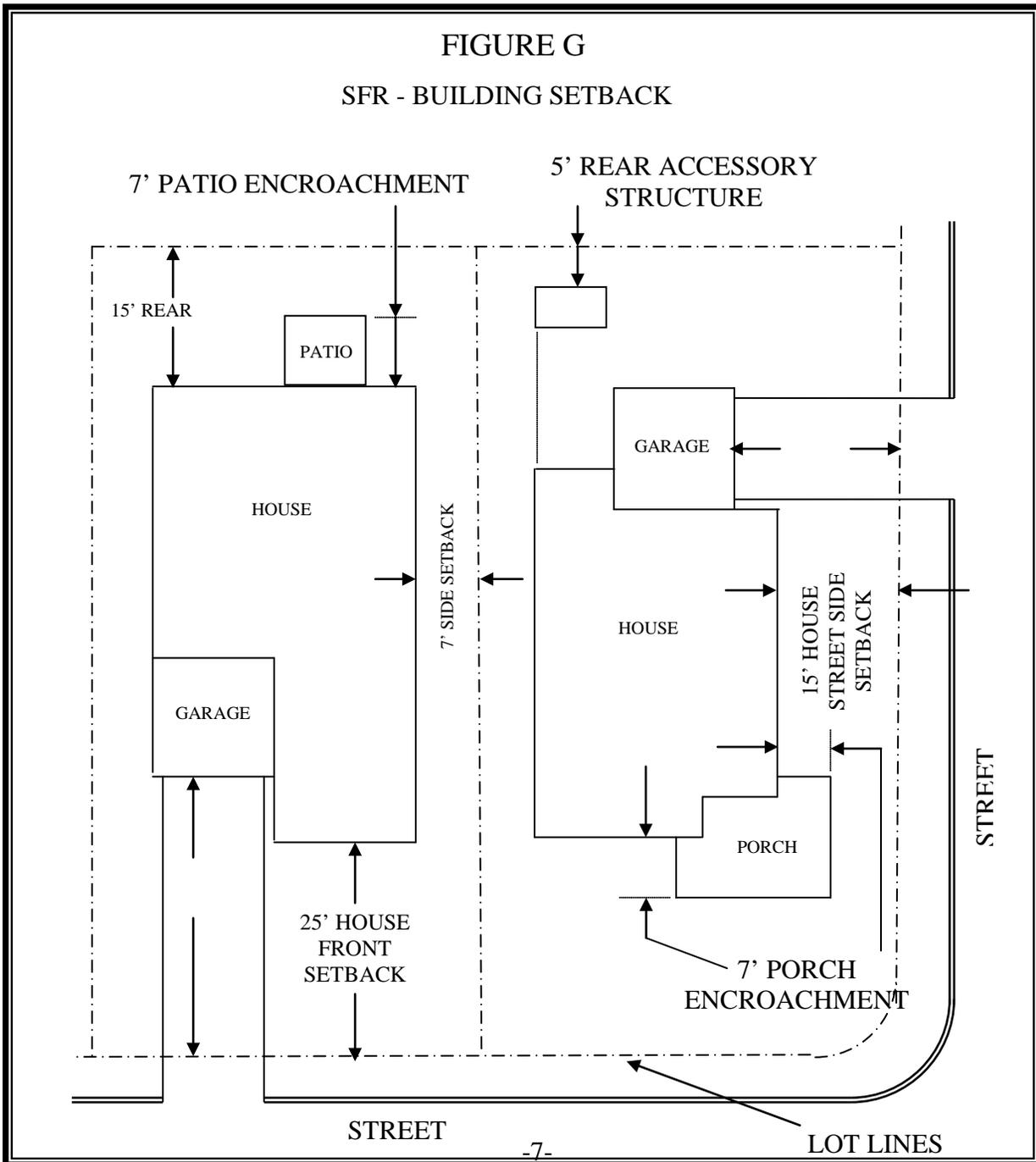


FIGURE H

SFE, SFS, SFU, SFU/MH & TF - BUILDING SETBACK

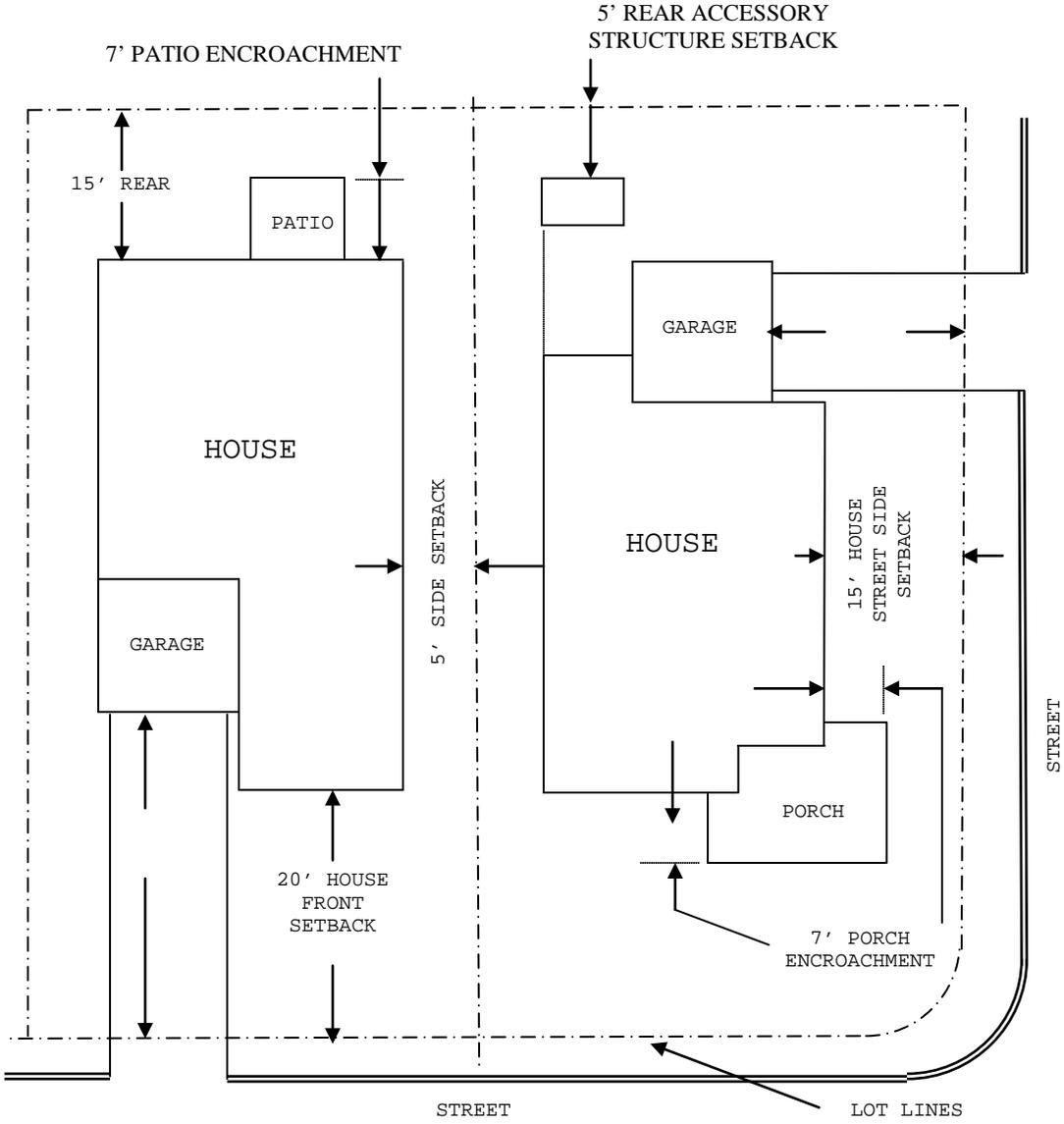


FIGURE I

SFC, SFL - BUILDING SETBACK

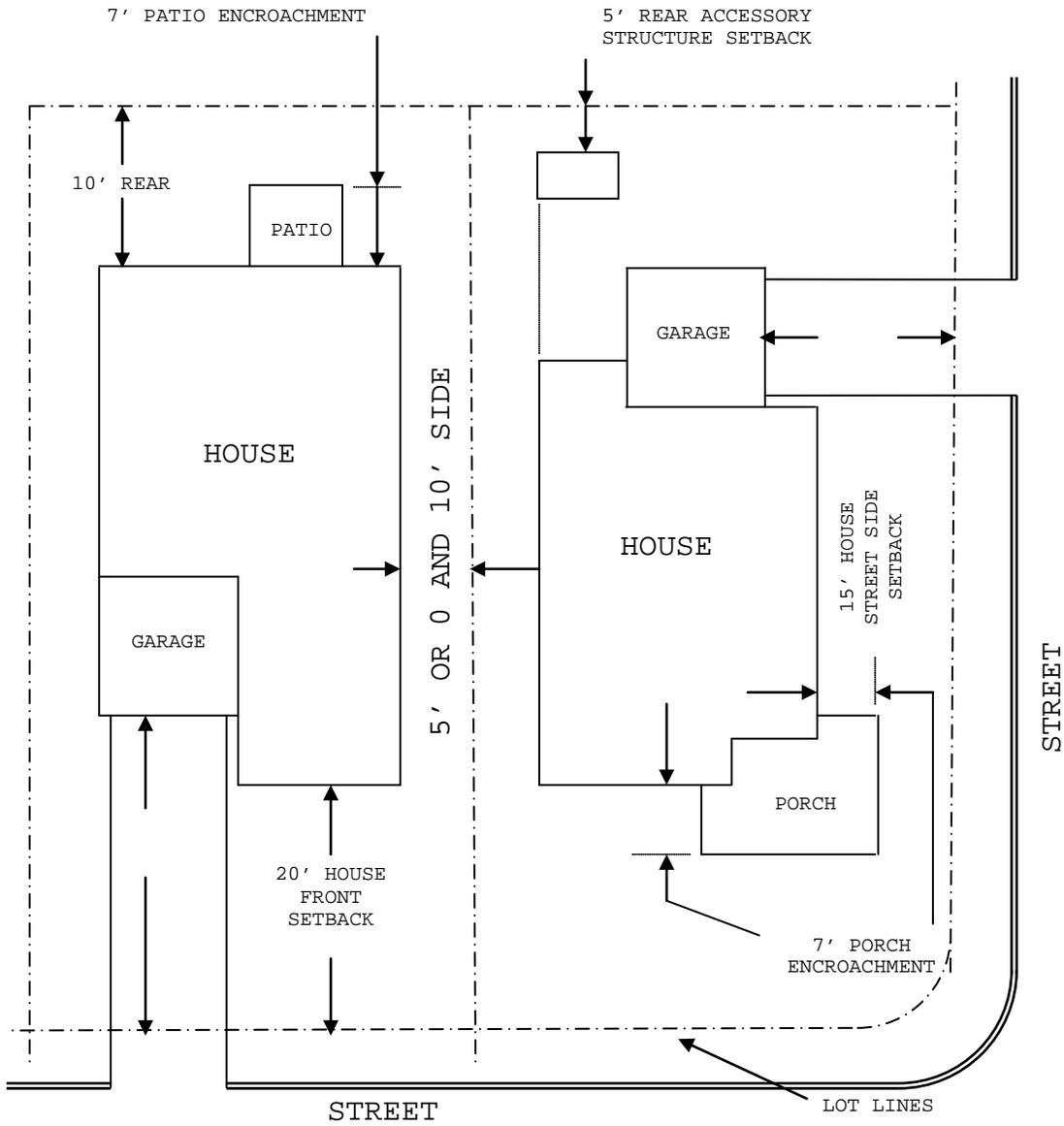
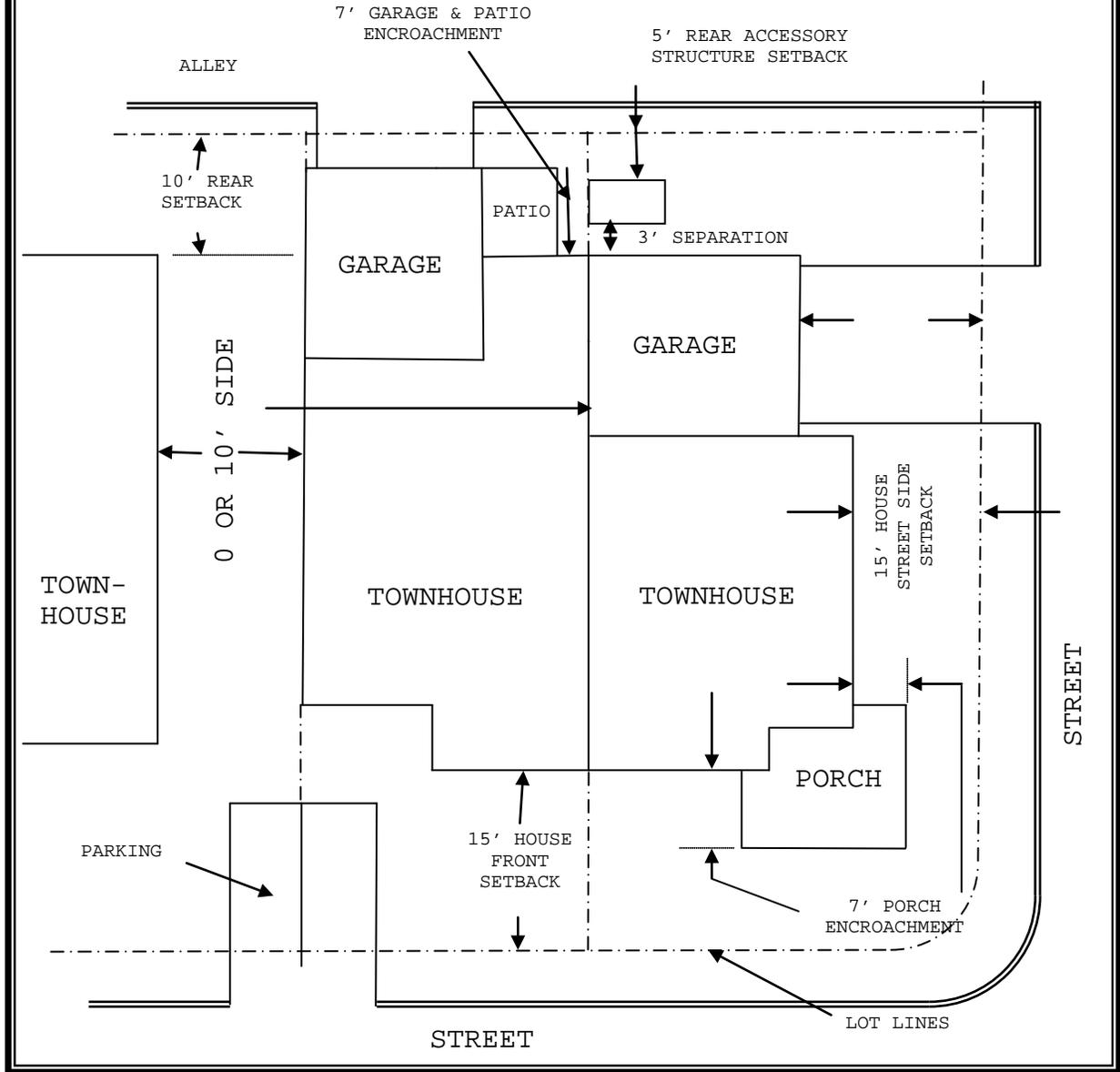


FIGURE J

SFT BUILDING - SETBACK



Section 8. Amendment to Article VI, Section 6(f). Article VI, Section 6(f) of the Composite Zoning Ordinance is removed.

Section 9. Amendment to Article VI, Section 1(c)(8) and (9). Article VI, Section 1(c)(8) and (9) of the Composite Zoning Ordinance is hereby amended in its entirety to read as follows:

(c) Tree Preservation and Protection

(8) A non-disturbance zone shall be maintained on single-family and two-family lots. A disturbance area no more than five (5') feet from the foundation necessary for construction and grade transitions shall be permitted. This disturbance area shall be no more than ten (10') feet from the foundation for properties zoned with the SFR (Single-Family Rural) use component. The trees located on the remainder of the lot shall not be removed unless a unique situation is approved by the Planning Director.

(9) Tree Protection Plan Requirements

(i) An applicant for a single-family or two-family preliminary plat or final plat, or a site development permit shall provide a tree survey prepared within five years preceding the application date. This tree survey shall include the street and lot layout, or site plan superimposed at a scale of 1"=100' (or as appropriate) identifying significant trees located on the property that meet the requirements indicated in this section. Applicants for a single-family or two-family preliminary or final plat are only required to submit a tree survey for the portion of the property that the applicant is proposing to disturb with the subdivision construction. The applicant shall provide a tree preservation plan that identifies the surveyed trees and the mitigation of the protected trees that are proposed for removal. The applicant shall be required to demonstrate that lot lines, street layouts and site improvements have been designed and located and that lot width, depth and size flexibility as permitted by the applicable zoning district has been utilized to the maximum extent necessary to retain the maximum number of significant trees reasonably practicable. Applicants for a single-family or two-family preliminary or final plat may plant replacement trees within lots owned by the Homeowners Association including but not limited to landscape lots, park lots, or amenity center lots.

Section 10. Amendment to Article VIII, Section 5. Article VIII, Section 5 of the Composite Zoning Ordinance is hereby amended in its entirety to read as follows:

Section 5: Masonry and Other Architectural Standards

(a) Brick, stone, cast stone or other similar masonry product shall not be painted.

(b) All window trim shall be cementitious-fiber or similar product.

(c) The number of combinations of single-family or two-family residential floor plans and elevations in any final plat section shall, at a minimum, equal at least twenty-five percent (25%) of the total lots in the final plat, but is not required to exceed fifteen. (For example, five floor plans with three different elevation options for each floor plan results in fifteen different floor plan / elevation combinations.)

- (d) No two homes side by side or across the street within one house (directly across the street or “caddy corner” across the street) shall have the same elevation plan or the same floor plan except for the SFT district.
- (e) In the event of a natural disaster (tornado, fire, etc.) the resident may replace the current structure with a new structure built of the same masonry percentages as the pre-existing residence.
- (f) All exterior walls on remodels and additions must be consistent with the exterior of the existing dwelling.
- (g) Supporting columns on the front of structures shall be constructed of clay brick, ledge stone, field stone, native stone, stucco, cementious-fiber planking or panel, aluminum, solid cedar, stripped cedar posts (sealed for protection), solid redwood, or similar materials and not less than eight by eight inches (8” x 8”) square. Standard trade sizes of preformed fiberglass columns shall be permitted. The use of dimensional lumber posts shall not be permitted.
- (h) The Director of Planning may approve premium architectural grade, decorative metal siding and other premium architectural materials for conformance with exterior wall building material standards as appropriate and applicable.
- (i) Recreational vehicles, travel trailers and manufactured/mobile homes shall not be used for on-site dwelling or for any nonresidential or other purpose except as authorized in an SFU/MH district, as provided in Article IV, Sec. 2, Special Use Permit or as otherwise permitted in this ordinance.
- (j) Single-family and two-family residential dwelling street-facing garage standards. To prevent residential streetscapes from being dominated by garage doors, and to allow the visually interesting features of the house to dominate the streetscape, the following standards shall apply:
 - (1) Except as provided for in this subsection, street-facing garages must be recessed at least five (5) feet behind the ground floor living area of the dwelling or a roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.
 - (2) The total width of the garage door openings of a garage with street-facing doors shall be no more than fifty (50) percent of the ground floor street-facing linear building frontage.
 - (3) Street-facing garages that have a total garage door opening width that is less than forty (40) percent of the ground floor street-facing linear building frontage width, may be in-line with the ground floor living area or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.
 - (4) Street-facing garages that have a total garage door opening width of less than forty (40) percent of the ground floor street-facing linear building frontage width and that incorporate enhanced architectural features as described in this section, may protrude up to five (5) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum setback for the zoning district.
 - (5) Street-facing three car garages that have a total garage door opening width of less than fifty (50) percent of the ground floor street-facing linear building frontage width and that incorporate enhanced architectural features as described in this section, may have up to two (2) bays of the garage protrude up to five (5) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by

- six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum setback for the zoning district.
- (6) For garages that meet the standards of subsection (d) or (e) and where the site topography (typically slopes greater than 10% or for other similar topography as allowed by the Planning Director) requires stairs from the garage into the living space, the garage may protrude up to eight (8) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum building setback for the zoning district.
 - (7) The Planning Director may approve garage placement that does not meet the standards of this section in the case of unique site conditions including the existence of significant trees, extreme topography and similar natural features.
 - (8) For the purposes of this subsection, enhanced architectural features shall include:
 - a. Architectural garage doors that are painted to match the color scheme of the house and include decorative hardware; or
 - b. Doors that have a natural wood appearance; and
 - c. Both a. and b. above must also be combined with at least one of the following features:
 - i. a garage door recess of at least two (2) feet;
 - ii. a roof overhang over the garage doors with supporting architectural columns that extends at least two (2) feet in front of the garage doors; or
 - iii. any similar architectural feature, approved by the Planning Director, that diminishes the prominence of the garage doors on the street-facing building facade.
 - (9) Garages accessed from rear alleys are exempt from the standards of this section.
 - (10) Second or higher floor living areas do not count toward the measurement of ground floor street-facing linear building frontage.

Section 11. Conflicting Ordinances. Exhibit “A”, Article 14.200, Leander Code of Ordinances and of Ordinance No. 05-018-00 is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 12. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 13. Effective Date; Applicability. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter. The amendments affecting garage setback regulations set forth in this

Ordinance shall apply to properties for which a preliminary plat is approved after the effective date of this Ordinance. Properties for which a preliminary plat was approved prior to the effective date of this Ordinance and such preliminary plat has not expired shall be subject to the regulations governing garage setbacks in effect immediately before the effective date of this ordinance; provided that the owner of such property may elect that the property be subject to the garage setback regulations set forth in this Ordinance; and provided further that an amendment to the preliminary plat shall cause the property to be subject to the garage setback regulations set forth in this Ordinance.

Section 14. 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 15. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 5th day of March, 2015.

PASSED AND FINALLY APPROVED on the 19th day of March, 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

Consent Agenda

7. Subdivision Case 14-FP-040: Consider action on the Connelly's Crossing, Phase 4 Final Plat for 12.065 acres more or less; WCAD Parcel R032159; generally located to the northwest of the intersection of Sonny Drive and Peregrine Way; Leander, Williamson County, Texas. Applicant/Agent: Hunter Shadburne, P.E. (Austin Civil Engineering, Inc) on behalf of Continental Homes of Texas, L.P.
8. Subdivision Case 14-FP-041: Consider action on the Connelly's Crossing, Phase 3 Final Plat for 7.333 acres more or less; WCAD Parcel R032159; generally located to the northwest of the intersection of Sonny Drive and Peregrine Way; Leander, Williamson County, Texas. Applicant/Agent: Hunter Shadburne, P.E. (Austin Civil Engineering, Inc) on behalf of Continental Homes of Texas, L.P.
9. Subdivision Case 14-TOD-FP-047: Consider action on the Hero Way Multi-Family Final Plat for 9.674 acres more or less; WCAD Parcel R510024; generally located to the northeast of the intersection of Mel Mathis Avenue and Hero Way, Leander, Williamson County Texas. Applicant/Agent: Russell Kotara (Big Red Dog) on behalf of Jeff Musgrove (Transit Village Investments, LTD).

Motion made by Commissioner Sokol to approve the consent agenda item seconded by Anderson. Motion passed unanimously.

Regular Agenda

10. Subdivision Case 12-FP-001: Consider action on the extension of the expiration of the LISD Benbrook Ranch Final Plat for 171.436 acres more or less; WCAD Parcel R501145; generally located to the northeast of the intersection of N. Bagdad Road and W. San Gabriel Pkwy; Leander, Williamson County Texas. Applicant/Agent: Terry Reynolds (Atkins) on behalf of LISD.

Motion made by Commissioner Sokol to approve the requested extension seconded by Commissioner Allen. Motion passed unanimously.

Public Hearing

11. **Composite Zoning Ordinance Case 15-OR-002**: Hold a public hearing and consider action on amending sections of the Composite Zoning Ordinance, to update the architectural standards, update the garage setback requirements, update the use matrix table, and modify the landscape ordinance requirements. Applicant: City of Leander Planning Department

a) Staff Presentation

Robin Griffin, Senior Planner, explained the amendments to the Composite Zoning Ordinance.

b) Open Public Hearing

Chairman Seiler opened the public hearing.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

No discussion took place.

e) Consider Action

Commissioner Anderson moved to approve the proposed amendments to the Composite Zoning Ordinance with the following conditions:

- 1. Update the proposed ordinance to permit staff the flexibility to allow minor deviations regarding the permitted garage width as a percentage of the ground floor living area.**
- 2. Update the proposed ordinance to clarify that the third car garage must be located flush or behind the ground floor living area.**

Commissioner Allen seconded the motion. Motion passed unanimously.

12. Meeting Adjourned at **7:35 pm**



Executive Summary

March 5, 2015

-
- Agenda Subject:** An Ordinance of the City of Leander Amending Table V-B, Annual Projected Debt Service and Administrative Expenses and Appendix B, Payment of the Special Assessments in Periodic Annual Installments of the Service and Assessment Plan for the Oak Creek Public Improvement District.
- Background:** The Oak Creek PID Service and Assessment Plan was adopted on October 16, 2014 by City Council and is the basis for levying the annual assessment on each property within the Oak Creek PID. The first assessments will be levied in October 2015. In consultation with the City Attorney, Bond Counsel, and Financial Advisor, staff believes that Table V-B and the language in Appendix B need to be clarified to remove any confusion with the language contained in the ordinance as well as within the bond indenture.
- Origination:** City Attorney
- Financial Consideration:** None
- Recommendation:** Approve ordinance amending Table V-B and Appendix B of the Service and Assessment Plan for the Oak Creek PID.
- Attachments:** Ordinance
- Prepared By:** Paige Saenz, City Attorney
Robert G. Powers, Finance Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER AMENDING TABLE V-B OF THE SERVICE AND ASSESSMENT PLAN FOR THE OAK CREEK PUBLIC IMPROVEMENT DISTRICT, WHICH SETS FORTH THE ANNUAL PROJECTED DEBT SERVICE AND ADMINISTRATIVE EXPENSES, AND APPENDIX B, WHICH PROVIDES FOR PAYMENT OF THE SPECIAL ASSESSMENTS IN PERIODIC ANNUAL INSTALLMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS

WHEREAS, on July 17, 2014, by Resolution No. 14-013-00, pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (“PID Act”), the City Council of the City of Leander, Texas (the “City”) authorized the Oak Creek Public Improvement District (the “District”) in accordance with its finding as to the advisability of the public improvement and services;

WHEREAS, on October 16, 2014, by Ordinance No. 14-064-00, the City Council levied and assessed assessments against property within the District and adopted a service and assessment plan for the District (the “Service and Assessment Plan”), which provided for the payment of the assessments levied thereunder in periodic Annual Installments (as further defined in the Service and Assessment Plan);

WHEREAS, the City issued bonds designated as "City of Leander, Texas Special Assessment Revenue Bonds, Series 2014 (Oak Creek Public Improvement District)" (the "Bonds") for the purposes of (i) paying the costs of the Public Improvements as identified in the Service and Assessment Plan, (ii) the funding of the Reserve Fund (as defined in the Indenture) in the amount of the Reserve Fund Requirement (as defined in the Indenture) for the Bonds, (iii) the payment of a portion of the costs incidental to the organization of the District, (iv) the funding of capitalized interest on the Bonds, and (v) the payment and costs of the issuance of the Bonds;

WHEREAS, the City approved and entered that certain Indenture of Trust dated as of October 16, 2014, between the City and BOKF,NA dba Bank of Texas, as trustee (the "Indenture") under which the Bonds are issued and secured;

WHEREAS, the City Council has determined that the Service and Assessment Plan should be amended to cause the timing of the Annual Installments to be consistent with the Indenture; and

WHEREAS, the amendments made to the Service and Assessment Plan in this ordinance are made under and by virtue of the terms, powers and provisions of the PID Act;

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

Section 1. Findings. The findings and recitations set out in 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. Amendment of Service and Assessment Plan. Appendix B of the Service and Assessment Plan adopted by Ordinance Number 14-064-00 (the “Services and Assessment Plan”) is hereby amended in its entirety to read as set forth Exhibit A to this Ordinance. Table V-B of the Service and Assessment Plan is hereby amended in its entirety to read as set forth in Exhibit B to this Ordinance

Section 3. Conflicting Ordinances. Table V-B and Appendix B of the Service and Assessment Plan adopted by Ordinance Number 14-064-00 is hereby amended as provided herein. All ordinances or parts thereof governing payment of the Annual Installments or Annual Projected Debt Service and Administrative Expenses that are conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City governing payment of the Annual Installments, the terms and provisions of this ordinance shall govern.

Section 4. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting the District within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 5. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code, and it is accordingly so ordained.

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 ____ day of _____, 2015.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

EXHIBIT A

**APPENDIX B TO THE SERVICE AND ASSESSMENT PLAN FOR THE OAK CREEK
PUBLIC IMPROVEMENT DISTRICT**

EXHIBIT B

**TABLE V-B
ANNUAL PROJECTED DEBT SERVICE AND ADMINISTRATIVE EXPENSES**

**Appendix B-1
Annual Installments - All Parcels**

Bond Year Ending (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/30/15	\$ -	\$ 236,925.01	\$ 236,925.01	\$ -	\$ -	\$ -	\$ -	\$ 236,925.01	\$ -
09/30/16	\$ 75,000.00	\$ 296,156.26	\$ 371,156.26	\$ 35,700.00	\$ 10,400.00	\$ 15,600.00	\$ -	\$ 91,101.14	\$ 341,755.12
09/30/17	\$ 75,000.00	\$ 292,125.00	\$ 367,125.00	\$ 36,414.00	\$ 10,250.00	\$ 15,375.00	\$ -	\$ -	\$ 429,164.00
09/30/18	\$ 75,000.00	\$ 288,093.76	\$ 363,093.76	\$ 37,142.28	\$ 10,100.00	\$ 15,150.00	\$ -	\$ -	\$ 425,486.04
09/30/19	\$ 100,000.00	\$ 284,062.50	\$ 384,062.50	\$ 37,885.13	\$ 9,950.00	\$ 14,925.00	\$ -	\$ -	\$ 446,822.63
09/30/20	\$ 100,000.00	\$ 278,687.50	\$ 378,687.50	\$ 38,642.83	\$ 9,750.00	\$ 14,625.00	\$ -	\$ -	\$ 441,705.33
09/30/21	\$ 100,000.00	\$ 273,312.50	\$ 373,312.50	\$ 39,415.68	\$ 9,550.00	\$ 14,325.00	\$ -	\$ -	\$ 436,603.18
09/30/22	\$ 100,000.00	\$ 267,937.50	\$ 367,937.50	\$ 40,204.00	\$ 9,350.00	\$ 14,025.00	\$ -	\$ -	\$ 431,516.50
09/30/23	\$ 100,000.00	\$ 262,562.50	\$ 362,562.50	\$ 41,008.08	\$ 330.00	\$ 22,545.00	\$ -	\$ -	\$ 426,445.58
09/30/24	\$ 125,000.00	\$ 257,187.50	\$ 382,187.50	\$ 41,828.24	\$ -	\$ 22,375.00	\$ -	\$ -	\$ 446,390.74
09/30/25	\$ 125,000.00	\$ 250,468.76	\$ 375,468.76	\$ 42,664.80	\$ -	\$ 21,750.00	\$ -	\$ -	\$ 439,883.56
09/30/26	\$ 125,000.00	\$ 243,750.00	\$ 368,750.00	\$ 43,518.10	\$ -	\$ 21,125.00	\$ -	\$ -	\$ 433,393.10
09/30/27	\$ 125,000.00	\$ 237,031.26	\$ 362,031.26	\$ 44,388.46	\$ -	\$ 16,180.00	\$ -	\$ -	\$ 422,599.72
09/30/28	\$ 150,000.00	\$ 230,312.50	\$ 380,312.50	\$ 45,276.23	\$ -	\$ -	\$ -	\$ -	\$ 425,588.73
09/30/29	\$ 150,000.00	\$ 222,250.00	\$ 372,250.00	\$ 46,181.76	\$ -	\$ -	\$ -	\$ -	\$ 418,431.76
09/30/30	\$ 150,000.00	\$ 213,625.00	\$ 363,625.00	\$ 47,105.39	\$ -	\$ -	\$ -	\$ -	\$ 410,730.39
09/30/31	\$ 175,000.00	\$ 205,000.00	\$ 380,000.00	\$ 48,047.50	\$ -	\$ -	\$ -	\$ -	\$ 428,047.50
09/30/32	\$ 175,000.00	\$ 194,937.50	\$ 369,937.50	\$ 49,008.45	\$ -	\$ -	\$ -	\$ -	\$ 418,945.95
09/30/33	\$ 200,000.00	\$ 184,875.00	\$ 384,875.00	\$ 49,988.62	\$ -	\$ -	\$ -	\$ -	\$ 434,863.62
09/30/34	\$ 200,000.00	\$ 173,375.00	\$ 373,375.00	\$ 50,988.39	\$ -	\$ -	\$ -	\$ -	\$ 424,363.39
09/30/35	\$ 225,000.00	\$ 161,875.00	\$ 386,875.00	\$ 52,008.16	\$ -	\$ -	\$ -	\$ -	\$ 438,883.16
09/30/36	\$ 225,000.00	\$ 148,937.50	\$ 373,937.50	\$ 53,048.32	\$ -	\$ -	\$ -	\$ -	\$ 426,985.82
09/30/37	\$ 225,000.00	\$ 136,000.00	\$ 361,000.00	\$ 54,109.29	\$ -	\$ -	\$ -	\$ -	\$ 415,109.29
09/30/38	\$ 250,000.00	\$ 123,062.50	\$ 373,062.50	\$ 55,191.47	\$ -	\$ -	\$ -	\$ -	\$ 428,253.97
09/30/39	\$ 275,000.00	\$ 108,687.50	\$ 383,687.50	\$ 56,295.30	\$ -	\$ -	\$ -	\$ -	\$ 439,982.80
09/30/40	\$ 275,000.00	\$ 92,531.26	\$ 367,531.26	\$ 57,421.21	\$ -	\$ -	\$ -	\$ -	\$ 424,952.47
09/30/41	\$ 300,000.00	\$ 76,375.00	\$ 376,375.00	\$ 58,569.63	\$ -	\$ -	\$ -	\$ -	\$ 434,944.63
09/30/42	\$ 325,000.00	\$ 58,750.00	\$ 383,750.00	\$ 59,741.03	\$ -	\$ -	\$ -	\$ -	\$ 443,491.03
09/30/43	\$ 325,000.00	\$ 39,656.26	\$ 364,656.26	\$ 60,935.85	\$ -	\$ -	\$ -	\$ -	\$ 425,592.11
09/30/44	\$ 350,000.00	\$ 20,562.50	\$ 370,562.50	\$ 62,154.56	\$ -	\$ -	\$ 386,875.00	\$ -	\$ 45,842.06
Totals	\$ 5,200,000.00	\$ 5,859,112.57	\$ 11,059,112.57	\$ 1,384,882.77	\$ 69,680.00	\$ 208,000.00	\$ 386,875.00	\$ 328,026.15	\$ 12,006,774.19

- (a) The 9/30/XX dates represent Installment due dates for the Bonds which are intended to cover both semi-annual payments. Assessments are due October 1 of the prior year, and are delinquent if not paid by February 1 of that year.
- (b) Gross of Capitalized Interest
- (c) Preliminary Estimate. The administrative charges will be revised in Annual Service Plan Updates based on actual costs. The initial estimated installment of \$35,000 will be paid from bond proceeds
- (d) Annual Installments are calculated assuming an approximate average 5.74% interest rate on the Bonds plus the Excess Interest Rate of 0.5% plus Administrative

**Appendix B-2
Annual Installments - Parcel No. R524552**

Bond Year Ending (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/30/15	\$ -	\$ 27,213.76	\$ 27,213.76	\$ -	\$ -	\$ -	\$ -	\$ 27,213.76	\$ -
09/30/16	\$ 8,614.67	\$ 34,017.19	\$ 42,631.87	\$ 4,100.58	\$ 1,194.57	\$ 1,791.85	\$ -	\$ 10,464.09	\$ 39,254.78
09/30/17	\$ 8,614.67	\$ 33,554.15	\$ 42,168.83	\$ 4,182.60	\$ 1,177.34	\$ 1,766.01	\$ -	\$ -	\$ 49,294.77
09/30/18	\$ 8,614.67	\$ 33,091.12	\$ 41,705.79	\$ 4,266.25	\$ 1,160.11	\$ 1,740.16	\$ -	\$ -	\$ 48,872.31
09/30/19	\$ 11,486.23	\$ 32,628.08	\$ 44,114.31	\$ 4,351.57	\$ 1,142.88	\$ 1,714.32	\$ -	\$ -	\$ 51,323.08
09/30/20	\$ 11,486.23	\$ 32,010.69	\$ 43,496.92	\$ 4,438.60	\$ 1,119.91	\$ 1,679.86	\$ -	\$ -	\$ 50,735.30
09/30/21	\$ 11,486.23	\$ 31,393.31	\$ 42,879.54	\$ 4,527.38	\$ 1,096.94	\$ 1,645.40	\$ -	\$ -	\$ 50,149.25
09/30/22	\$ 11,486.23	\$ 30,775.92	\$ 42,262.15	\$ 4,617.92	\$ 1,073.96	\$ 1,610.94	\$ -	\$ -	\$ 49,564.98
09/30/23	\$ 11,486.23	\$ 30,158.54	\$ 41,644.77	\$ 4,710.28	\$ 37.90	\$ 2,589.57	\$ -	\$ -	\$ 48,982.53
09/30/24	\$ 14,357.79	\$ 29,541.15	\$ 43,898.94	\$ 4,804.49	\$ -	\$ 2,570.04	\$ -	\$ -	\$ 51,273.47
09/30/25	\$ 14,357.79	\$ 28,769.42	\$ 43,127.21	\$ 4,900.58	\$ -	\$ 2,458.26	\$ -	\$ -	\$ 50,526.05
09/30/26	\$ 14,357.79	\$ 27,997.69	\$ 42,355.48	\$ 4,998.59	\$ -	\$ 2,426.47	\$ -	\$ -	\$ 49,780.54
09/30/27	\$ 14,357.79	\$ 27,225.96	\$ 41,583.75	\$ 5,098.56	\$ -	\$ 1,858.47	\$ -	\$ -	\$ 48,540.78
09/30/28	\$ 17,229.35	\$ 26,454.23	\$ 43,683.57	\$ 5,200.53	\$ -	\$ -	\$ -	\$ -	\$ 48,884.11
09/30/29	\$ 17,229.35	\$ 25,528.15	\$ 42,757.50	\$ 5,304.54	\$ -	\$ -	\$ -	\$ -	\$ 48,062.04
09/30/30	\$ 17,229.35	\$ 24,537.46	\$ 41,766.81	\$ 5,410.63	\$ -	\$ -	\$ -	\$ -	\$ 47,177.44
09/30/31	\$ 20,100.91	\$ 23,546.77	\$ 43,647.68	\$ 5,518.85	\$ -	\$ -	\$ -	\$ -	\$ 49,166.53
09/30/32	\$ 20,100.91	\$ 22,390.97	\$ 42,491.88	\$ 5,629.22	\$ -	\$ -	\$ -	\$ -	\$ 48,121.10
09/30/33	\$ 22,972.46	\$ 21,235.17	\$ 44,207.63	\$ 5,741.81	\$ -	\$ -	\$ -	\$ -	\$ 49,949.44
09/30/34	\$ 22,972.46	\$ 19,914.25	\$ 42,886.72	\$ 5,856.64	\$ -	\$ -	\$ -	\$ -	\$ 48,743.36
09/30/35	\$ 25,844.02	\$ 18,593.34	\$ 44,437.36	\$ 5,973.78	\$ -	\$ -	\$ -	\$ -	\$ 50,411.14
09/30/36	\$ 25,844.02	\$ 17,107.31	\$ 42,951.33	\$ 6,093.25	\$ -	\$ -	\$ -	\$ -	\$ 49,044.58
09/30/37	\$ 25,844.02	\$ 15,621.28	\$ 41,465.30	\$ 6,215.12	\$ -	\$ -	\$ -	\$ -	\$ 47,680.41
09/30/38	\$ 28,715.58	\$ 14,135.24	\$ 42,850.82	\$ 6,339.42	\$ -	\$ -	\$ -	\$ -	\$ 49,190.24
09/30/39	\$ 31,587.14	\$ 12,484.10	\$ 44,071.23	\$ 6,466.21	\$ -	\$ -	\$ -	\$ -	\$ 50,537.44
09/30/40	\$ 31,587.14	\$ 10,628.35	\$ 42,215.49	\$ 6,595.53	\$ -	\$ -	\$ -	\$ -	\$ 48,811.02
09/30/41	\$ 34,458.69	\$ 8,772.61	\$ 43,231.30	\$ 6,727.44	\$ -	\$ -	\$ -	\$ -	\$ 49,958.75
09/30/42	\$ 37,330.25	\$ 6,748.16	\$ 44,078.41	\$ 6,861.99	\$ -	\$ -	\$ -	\$ -	\$ 50,940.41
09/30/43	\$ 37,330.25	\$ 4,555.01	\$ 41,885.26	\$ 6,999.23	\$ -	\$ -	\$ -	\$ -	\$ 48,884.50
09/30/44	\$ 40,201.81	\$ 2,361.86	\$ 42,563.67	\$ 7,139.22	\$ -	\$ -	\$ 44,437.36	\$ -	\$ 5,265.53
Totals	\$ 597,284.04	\$ 672,991.24	\$ 1,270,275.29	\$ 159,070.84	\$ 8,003.61	\$ 23,891.36	\$ 44,437.36	\$ 37,677.84	\$ 1,379,125.89

(a) The 9/30/XX dates represent Installment due dates for the Bonds which are intended to cover both semi-annual payments. Assessments are due October 1 of the prior year, and are delinquent if not paid by February 1 of that year.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an approximate average 5.74% interest rate on the Bonds plus the Excess Interest Rate of 0.5% plus Administrative Expenses.

**Appendix B-3
Annual Installments - Parcel No. R529006**

Bond Year Ending (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/30/15	\$ -	\$ 56,041.86	\$ 56,041.86	\$ -	\$ -	\$ -	\$ -	\$ 56,041.86	\$ -
09/30/16	\$ 17,740.38	\$ 70,052.32	\$ 87,792.70	\$ 8,444.42	\$ 2,460.00	\$ 3,690.00	\$ -	\$ 21,548.92	\$ 80,838.20
09/30/17	\$ 17,740.38	\$ 69,098.77	\$ 86,839.15	\$ 8,613.31	\$ 2,424.52	\$ 3,636.78	\$ -	\$ -	\$ 101,513.76
9/30/2018	\$ 17,740.38	\$ 68,145.23	\$ 85,885.61	\$ 8,785.57	\$ 2,389.04	\$ 3,583.56	\$ -	\$ -	\$ 100,643.78
09/30/19	\$ 23,653.84	\$ 67,911.68	\$ 90,845.52	\$ 8,961.29	\$ 2,353.56	\$ 3,530.34	\$ -	\$ -	\$ 105,690.70
09/30/20	\$ 23,653.84	\$ 65,920.29	\$ 89,574.13	\$ 9,140.51	\$ 2,306.25	\$ 3,459.37	\$ -	\$ -	\$ 104,480.26
09/30/21	\$ 23,653.84	\$ 64,648.90	\$ 88,302.73	\$ 9,323.32	\$ 2,258.94	\$ 3,388.41	\$ -	\$ -	\$ 103,273.41
09/30/22	\$ 23,653.84	\$ 63,377.50	\$ 87,031.34	\$ 9,509.79	\$ 2,211.63	\$ 3,317.45	\$ -	\$ -	\$ 102,070.21
09/30/23	\$ 23,653.84	\$ 62,106.11	\$ 85,759.95	\$ 9,699.98	\$ 78.06	\$ 5,332.76	\$ -	\$ -	\$ 100,870.74
09/30/24	\$ 29,567.30	\$ 60,834.71	\$ 90,402.01	\$ 9,893.98	\$ -	\$ 5,292.55	\$ -	\$ -	\$ 105,588.54
09/30/25	\$ 29,567.30	\$ 59,245.47	\$ 88,812.77	\$ 10,091.86	\$ -	\$ 5,144.71	\$ -	\$ -	\$ 104,049.38
09/30/26	\$ 29,567.30	\$ 57,656.23	\$ 87,223.53	\$ 10,293.70	\$ -	\$ 4,996.87	\$ -	\$ -	\$ 102,514.10
09/30/27	\$ 29,567.30	\$ 56,066.99	\$ 85,634.29	\$ 10,499.57	\$ -	\$ 3,827.19	\$ -	\$ -	\$ 99,961.05
09/30/28	\$ 35,480.76	\$ 54,477.74	\$ 89,958.50	\$ 10,709.57	\$ -	\$ -	\$ -	\$ -	\$ 100,668.07
09/30/29	\$ 35,480.76	\$ 52,570.65	\$ 88,051.41	\$ 10,923.76	\$ -	\$ -	\$ -	\$ -	\$ 98,975.17
09/30/30	\$ 35,480.76	\$ 50,530.51	\$ 86,011.27	\$ 11,142.23	\$ -	\$ -	\$ -	\$ -	\$ 97,153.50
09/30/31	\$ 41,394.22	\$ 48,490.37	\$ 89,884.58	\$ 11,365.08	\$ -	\$ -	\$ -	\$ -	\$ 101,249.66
09/30/32	\$ 41,394.22	\$ 46,110.20	\$ 87,504.42	\$ 11,592.38	\$ -	\$ -	\$ -	\$ -	\$ 99,096.79
09/30/33	\$ 47,307.68	\$ 43,730.03	\$ 91,037.71	\$ 11,824.23	\$ -	\$ -	\$ -	\$ -	\$ 102,861.93
09/30/34	\$ 47,307.68	\$ 41,009.84	\$ 88,317.52	\$ 12,060.71	\$ -	\$ -	\$ -	\$ -	\$ 100,378.23
09/30/35	\$ 53,221.13	\$ 38,289.65	\$ 91,510.78	\$ 12,301.93	\$ -	\$ -	\$ -	\$ -	\$ 103,812.71
09/30/36	\$ 53,221.13	\$ 35,229.43	\$ 88,450.57	\$ 12,547.96	\$ -	\$ -	\$ -	\$ -	\$ 100,998.53
09/30/37	\$ 53,221.13	\$ 32,169.22	\$ 85,390.35	\$ 12,798.92	\$ -	\$ -	\$ -	\$ -	\$ 98,189.28
09/30/38	\$ 59,134.59	\$ 29,109.00	\$ 88,243.60	\$ 13,054.90	\$ -	\$ -	\$ -	\$ -	\$ 101,298.50
09/30/39	\$ 65,048.05	\$ 25,708.76	\$ 90,756.82	\$ 13,316.00	\$ -	\$ -	\$ -	\$ -	\$ 104,072.82
09/30/40	\$ 65,048.05	\$ 21,887.19	\$ 86,935.25	\$ 13,582.32	\$ -	\$ -	\$ -	\$ -	\$ 100,517.57
09/30/41	\$ 70,961.51	\$ 18,065.62	\$ 89,027.13	\$ 13,853.97	\$ -	\$ -	\$ -	\$ -	\$ 102,881.10
09/30/42	\$ 76,874.97	\$ 13,896.63	\$ 90,771.60	\$ 14,131.05	\$ -	\$ -	\$ -	\$ -	\$ 104,902.65
09/30/43	\$ 76,874.97	\$ 9,380.23	\$ 86,255.20	\$ 14,413.67	\$ -	\$ -	\$ -	\$ -	\$ 100,668.87
09/30/44	\$ 82,788.43	\$ 4,863.82	\$ 87,652.25	\$ 14,701.94	\$ -	\$ -	\$ 91,510.78	\$ -	\$ 10,843.41
Totals	\$ 1,229,999.56	\$ 1,385,904.97	\$ 2,615,904.53	\$ 327,577.92	\$ 16,481.99	\$ 49,199.98	\$ 91,510.78	\$ 77,590.77	\$ 2,840,062.87

(a) The 9/30/XX dates represent Installment due dates for the Bonds which are intended to cover both semi-annual payments. Assessments are due October 1 of the prior year, and are delinquent if not paid by February 1 of that year.

(b) Gross of Capitalized Interest

(c) Preliminary Estimate. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(d) Annual Installments are calculated assuming an approximate average 5.74% interest rate on the Bonds plus the Excess Interest Rate of 0.5% plus Administrative Expenses.

**Appendix B-4
Annual Installments - Parcel No. R529007**

Bond Year Ending (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/30/15	\$ -	\$ 37,252.61	\$ 37,252.61	\$ -	\$ -	\$ -	\$ -	\$ 37,252.61	\$ -
09/30/16	\$ 11,792.53	\$ 46,565.76	\$ 58,358.29	\$ 5,613.24	\$ 1,695.23	\$ 2,452.85	\$ -	\$ 14,324.17	\$ 53,735.44
09/30/17	\$ 11,792.53	\$ 45,931.91	\$ 57,724.44	\$ 5,725.51	\$ 1,611.65	\$ 2,417.47	\$ -	\$ -	\$ 67,479.06
09/30/18	\$ 11,792.53	\$ 45,298.06	\$ 57,090.59	\$ 5,840.02	\$ 1,588.06	\$ 2,382.09	\$ -	\$ -	\$ 66,900.76
09/30/19	\$ 15,723.37	\$ 44,664.21	\$ 60,387.59	\$ 5,956.82	\$ 1,564.48	\$ 2,346.71	\$ -	\$ -	\$ 70,255.60
09/30/20	\$ 15,723.37	\$ 43,819.08	\$ 59,542.46	\$ 6,075.96	\$ 1,533.03	\$ 2,299.54	\$ -	\$ -	\$ 69,450.98
09/30/21	\$ 15,723.37	\$ 42,973.95	\$ 58,697.32	\$ 6,197.48	\$ 1,501.58	\$ 2,252.37	\$ -	\$ -	\$ 68,648.76
09/30/22	\$ 15,723.37	\$ 42,128.82	\$ 57,852.19	\$ 6,321.43	\$ 1,470.14	\$ 2,205.20	\$ -	\$ -	\$ 67,848.96
09/30/23	\$ 15,723.37	\$ 41,283.69	\$ 57,007.06	\$ 6,447.85	\$ 51.89	\$ 3,544.83	\$ -	\$ -	\$ 67,051.64
09/30/24	\$ 19,654.22	\$ 40,438.55	\$ 60,092.77	\$ 6,576.81	\$ -	\$ 3,518.11	\$ -	\$ -	\$ 70,187.69
09/30/25	\$ 19,654.22	\$ 39,582.14	\$ 59,036.36	\$ 6,708.35	\$ -	\$ 3,419.83	\$ -	\$ -	\$ 69,164.54
09/30/26	\$ 19,654.22	\$ 38,725.73	\$ 57,979.94	\$ 6,842.51	\$ -	\$ 3,321.56	\$ -	\$ -	\$ 68,144.02
09/30/27	\$ 19,654.22	\$ 37,869.31	\$ 56,923.53	\$ 6,979.36	\$ -	\$ 2,544.04	\$ -	\$ -	\$ 66,446.94
09/30/28	\$ 23,585.06	\$ 36,212.90	\$ 59,797.96	\$ 7,118.95	\$ -	\$ -	\$ -	\$ -	\$ 66,916.91
09/30/29	\$ 23,585.06	\$ 34,945.20	\$ 58,530.26	\$ 7,261.33	\$ -	\$ -	\$ -	\$ -	\$ 65,791.59
09/30/30	\$ 23,585.06	\$ 33,589.06	\$ 57,174.12	\$ 7,406.56	\$ -	\$ -	\$ -	\$ -	\$ 64,580.68
09/30/31	\$ 27,515.91	\$ 32,232.92	\$ 59,748.82	\$ 7,554.69	\$ -	\$ -	\$ -	\$ -	\$ 67,303.51
09/30/32	\$ 27,515.91	\$ 30,650.75	\$ 58,166.66	\$ 7,705.78	\$ -	\$ -	\$ -	\$ -	\$ 65,872.44
09/30/33	\$ 31,446.75	\$ 29,068.59	\$ 60,515.34	\$ 7,859.90	\$ -	\$ -	\$ -	\$ -	\$ 68,375.24
09/30/34	\$ 31,446.75	\$ 27,260.40	\$ 58,707.15	\$ 8,017.10	\$ -	\$ -	\$ -	\$ -	\$ 66,724.25
09/30/35	\$ 35,377.59	\$ 25,452.21	\$ 60,829.81	\$ 8,177.44	\$ -	\$ -	\$ -	\$ -	\$ 69,007.24
09/30/36	\$ 35,377.59	\$ 23,418.00	\$ 58,795.59	\$ 8,340.99	\$ -	\$ -	\$ -	\$ -	\$ 67,136.58
09/30/37	\$ 35,377.59	\$ 21,383.79	\$ 56,761.38	\$ 8,507.81	\$ -	\$ -	\$ -	\$ -	\$ 65,269.19
09/30/38	\$ 39,308.44	\$ 19,349.58	\$ 58,658.02	\$ 8,677.96	\$ -	\$ -	\$ -	\$ -	\$ 69,335.98
09/30/39	\$ 43,239.28	\$ 17,089.34	\$ 60,328.62	\$ 8,851.52	\$ -	\$ -	\$ -	\$ -	\$ 69,180.15
09/30/40	\$ 43,239.28	\$ 14,549.04	\$ 57,788.32	\$ 9,028.55	\$ -	\$ -	\$ -	\$ -	\$ 66,816.87
09/30/41	\$ 47,170.12	\$ 12,008.73	\$ 59,178.85	\$ 9,209.12	\$ -	\$ -	\$ -	\$ -	\$ 68,387.98
09/30/42	\$ 51,100.97	\$ 9,237.48	\$ 60,338.45	\$ 9,393.31	\$ -	\$ -	\$ -	\$ -	\$ 69,731.76
09/30/43	\$ 55,031.81	\$ 6,235.30	\$ 61,267.11	\$ 9,581.17	\$ -	\$ -	\$ -	\$ -	\$ 66,917.44
09/30/44	\$ 55,031.81	\$ 3,233.12	\$ 58,264.93	\$ 9,772.80	\$ -	\$ -	\$ 60,829.81	\$ -	\$ 7,207.92
Totals	\$ 817,615.49	\$ 921,250.23	\$ 1,738,865.72	\$ 217,750.31	\$ 10,956.05	\$ 32,704.62	\$ 60,829.81	\$ 51,576.78	\$ 1,887,870.11

- (a) The 9/30/XX dates represent Installment due dates for the Bonds which are intended to cover both semi-annual payments. Assessments are due October 1 of the prior year, and are delinquent if not paid by February 1 of that year.
- (b) Gross of Capitalized Interest
- (c) Preliminary Estimate. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
- (d) Annual Installments are calculated assuming an approximate average 5.74% interest rate on the Bonds plus the Excess Interest Rate of 0.5% plus Administrative Expenses.

**Appendix B-5
Annual Installments - Parcel No. R529008**

Bond Year Ending (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/30/15	\$ -	\$ 12,530.42	\$ 12,530.42	\$ -	\$ -	\$ -	\$ -	\$ 12,530.42	\$ -
09/30/16	\$ 3,966.58	\$ 15,663.03	\$ 19,629.61	\$ 1,888.09	\$ 550.03	\$ 825.05	\$ -	\$ 4,818.13	\$ 18,074.65
09/30/17	\$ 3,966.58	\$ 15,449.82	\$ 19,416.40	\$ 1,925.85	\$ 542.10	\$ 813.15	\$ -	\$ -	\$ 22,697.50
09/30/18	\$ 3,966.58	\$ 15,236.62	\$ 19,203.20	\$ 1,964.37	\$ 534.17	\$ 801.25	\$ -	\$ -	\$ 22,502.98
09/30/19	\$ 5,288.77	\$ 15,023.42	\$ 20,312.19	\$ 2,003.66	\$ 526.23	\$ 789.35	\$ -	\$ -	\$ 23,631.43
09/30/20	\$ 5,288.77	\$ 14,739.15	\$ 20,027.92	\$ 2,043.73	\$ 515.66	\$ 773.48	\$ -	\$ -	\$ 23,360.79
09/30/21	\$ 5,288.77	\$ 14,454.87	\$ 19,743.65	\$ 2,084.61	\$ 505.08	\$ 757.62	\$ -	\$ -	\$ 23,090.94
09/30/22	\$ 5,288.77	\$ 14,170.60	\$ 19,459.37	\$ 2,126.30	\$ 494.50	\$ 741.75	\$ -	\$ -	\$ 22,821.92
09/30/23	\$ 5,288.77	\$ 13,886.33	\$ 19,175.10	\$ 2,168.82	\$ 17.45	\$ 1,192.35	\$ -	\$ -	\$ 22,553.73
09/30/24	\$ 6,610.96	\$ 13,602.06	\$ 20,213.02	\$ 2,212.20	\$ -	\$ 1,183.36	\$ -	\$ -	\$ 23,608.59
09/30/25	\$ 6,610.96	\$ 13,246.72	\$ 19,857.68	\$ 2,256.44	\$ -	\$ 1,150.31	\$ -	\$ -	\$ 23,264.44
09/30/26	\$ 6,610.96	\$ 12,891.38	\$ 19,502.35	\$ 2,301.57	\$ -	\$ 1,117.25	\$ -	\$ -	\$ 22,921.17
09/30/27	\$ 6,610.96	\$ 12,536.04	\$ 19,147.01	\$ 2,347.60	\$ -	\$ 855.72	\$ -	\$ -	\$ 22,350.33
09/30/28	\$ 7,933.16	\$ 12,180.70	\$ 20,113.86	\$ 2,394.56	\$ -	\$ -	\$ -	\$ -	\$ 22,508.42
09/30/29	\$ 7,933.16	\$ 11,754.29	\$ 19,687.45	\$ 2,442.45	\$ -	\$ -	\$ -	\$ -	\$ 22,129.90
09/30/30	\$ 7,933.16	\$ 11,298.14	\$ 19,231.30	\$ 2,491.30	\$ -	\$ -	\$ -	\$ -	\$ 21,722.59
09/30/31	\$ 9,255.35	\$ 10,841.98	\$ 20,097.33	\$ 2,541.12	\$ -	\$ -	\$ -	\$ -	\$ 22,638.45
09/30/32	\$ 9,255.35	\$ 10,309.80	\$ 19,565.15	\$ 2,591.94	\$ -	\$ -	\$ -	\$ -	\$ 22,157.09
09/30/33	\$ 10,577.54	\$ 9,777.62	\$ 20,355.16	\$ 2,643.78	\$ -	\$ -	\$ -	\$ -	\$ 22,998.94
09/30/34	\$ 10,577.54	\$ 9,169.41	\$ 19,746.95	\$ 2,696.66	\$ -	\$ -	\$ -	\$ -	\$ 22,443.61
09/30/35	\$ 11,899.74	\$ 8,561.20	\$ 20,460.93	\$ 2,750.59	\$ -	\$ -	\$ -	\$ -	\$ 23,211.53
09/30/36	\$ 11,899.74	\$ 7,876.96	\$ 19,776.70	\$ 2,805.60	\$ -	\$ -	\$ -	\$ -	\$ 22,582.30
09/30/37	\$ 11,899.74	\$ 7,192.73	\$ 19,092.47	\$ 2,861.72	\$ -	\$ -	\$ -	\$ -	\$ 21,954.18
09/30/38	\$ 13,221.93	\$ 6,508.49	\$ 19,730.42	\$ 2,918.95	\$ -	\$ -	\$ -	\$ -	\$ 22,649.37
09/30/39	\$ 14,544.12	\$ 5,748.23	\$ 20,292.36	\$ 2,977.33	\$ -	\$ -	\$ -	\$ -	\$ 23,269.69
09/30/40	\$ 14,544.12	\$ 4,893.77	\$ 19,437.89	\$ 3,036.88	\$ -	\$ -	\$ -	\$ -	\$ 22,474.77
09/30/41	\$ 15,866.31	\$ 4,039.30	\$ 19,905.61	\$ 3,097.61	\$ -	\$ -	\$ -	\$ -	\$ 23,003.23
09/30/42	\$ 17,188.51	\$ 3,107.15	\$ 20,295.66	\$ 3,159.57	\$ -	\$ -	\$ -	\$ -	\$ 23,455.23
09/30/43	\$ 17,188.51	\$ 2,097.33	\$ 19,285.84	\$ 3,222.76	\$ -	\$ -	\$ -	\$ -	\$ 22,508.59
09/30/44	\$ 18,510.70	\$ 1,087.50	\$ 19,598.20	\$ 3,287.21	\$ -	\$ -	\$ 20,460.93	\$ -	\$ 2,424.48
Totals	\$ 275,016.12	\$ 309,875.08	\$ 584,891.20	\$ 73,243.29	\$ 3,685.22	\$ 11,000.64	\$ 20,460.93	\$ 17,348.55	\$ 635,010.86

- (a) The 9/30/XX dates represent Installment due dates for the Bonds which are intended to cover both semi-annual payments. Assessments are due October 1 of the prior year, and are delinquent if not paid by February 1 of that year.
- (b) Gross of Capitalized Interest
- (c) Preliminary Estimate. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
- (d) Annual Installments are calculated assuming an approximate average 5.74% interest rate on the Bonds plus the Excess Interest Rate of 0.5% plus Administrative Expenses.

Appendix B-6
Annual Installments - Parcel No. R529009

Bond Year Ending (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/30/15	\$ -	\$ 53,338.96	\$ 53,338.96	\$ -	\$ -	\$ -	\$ -	\$ 53,338.96	\$ -
09/30/16	\$ 16,884.76	\$ 66,673.70	\$ 83,558.46	\$ 8,037.15	\$ 2,341.35	\$ 3,512.03	\$ -	\$ 20,509.61	\$ 76,939.38
09/30/17	\$ 16,884.76	\$ 65,766.14	\$ 82,650.90	\$ 8,197.89	\$ 2,307.58	\$ 3,461.38	\$ -	\$ -	\$ 96,617.75
09/30/18	\$ 16,884.76	\$ 64,858.59	\$ 81,743.35	\$ 8,361.85	\$ 2,273.81	\$ 3,410.72	\$ -	\$ -	\$ 95,789.73
09/30/19	\$ 22,513.01	\$ 63,951.03	\$ 86,464.04	\$ 8,529.08	\$ 2,240.04	\$ 3,360.07	\$ -	\$ -	\$ 100,593.24
09/30/20	\$ 22,513.01	\$ 62,740.96	\$ 85,253.97	\$ 8,699.67	\$ 2,195.02	\$ 3,292.53	\$ -	\$ -	\$ 99,441.18
09/30/21	\$ 22,513.01	\$ 61,530.88	\$ 84,043.90	\$ 8,873.66	\$ 2,149.99	\$ 3,224.99	\$ -	\$ -	\$ 98,292.54
09/30/22	\$ 22,513.01	\$ 60,320.81	\$ 82,833.82	\$ 9,051.13	\$ 2,104.97	\$ 3,157.45	\$ -	\$ -	\$ 97,147.37
09/30/23	\$ 22,513.01	\$ 59,110.73	\$ 81,623.75	\$ 9,232.15	\$ 74.29	\$ 5,075.56	\$ -	\$ -	\$ 96,005.75
09/30/24	\$ 28,141.27	\$ 57,900.66	\$ 86,041.93	\$ 9,416.80	\$ -	\$ 5,037.29	\$ -	\$ -	\$ 100,496.01
09/30/25	\$ 28,141.27	\$ 56,388.07	\$ 84,529.33	\$ 9,605.13	\$ -	\$ 4,896.58	\$ -	\$ -	\$ 99,031.05
09/30/26	\$ 28,141.27	\$ 54,875.47	\$ 83,016.74	\$ 9,797.24	\$ -	\$ 4,755.87	\$ -	\$ -	\$ 97,569.85
09/30/27	\$ 28,141.27	\$ 53,362.88	\$ 81,504.15	\$ 9,993.18	\$ -	\$ 3,642.61	\$ -	\$ -	\$ 95,139.93
09/30/28	\$ 33,769.52	\$ 51,850.29	\$ 85,619.81	\$ 10,193.04	\$ -	\$ -	\$ -	\$ -	\$ 95,812.85
09/30/29	\$ 33,769.52	\$ 50,035.17	\$ 83,804.69	\$ 10,396.91	\$ -	\$ -	\$ -	\$ -	\$ 94,201.60
09/30/30	\$ 33,769.52	\$ 48,093.43	\$ 81,862.95	\$ 10,604.84	\$ -	\$ -	\$ -	\$ -	\$ 92,467.79
09/30/31	\$ 39,397.77	\$ 46,151.68	\$ 85,549.45	\$ 10,816.94	\$ -	\$ -	\$ -	\$ -	\$ 96,366.39
09/30/32	\$ 39,397.77	\$ 43,886.31	\$ 83,284.08	\$ 11,033.28	\$ -	\$ -	\$ -	\$ -	\$ 94,317.36
09/30/33	\$ 45,026.03	\$ 41,620.93	\$ 86,646.96	\$ 11,253.94	\$ -	\$ -	\$ -	\$ -	\$ 97,900.91
09/30/34	\$ 45,026.03	\$ 39,031.94	\$ 84,057.97	\$ 11,479.02	\$ -	\$ -	\$ -	\$ -	\$ 95,536.99
09/30/35	\$ 50,654.28	\$ 36,442.94	\$ 87,097.22	\$ 11,708.60	\$ -	\$ -	\$ -	\$ -	\$ 98,805.83
09/30/36	\$ 50,654.28	\$ 33,530.32	\$ 84,184.60	\$ 11,942.78	\$ -	\$ -	\$ -	\$ -	\$ 96,127.38
09/30/37	\$ 50,654.28	\$ 30,617.70	\$ 81,271.98	\$ 12,181.63	\$ -	\$ -	\$ -	\$ -	\$ 93,453.61
09/30/38	\$ 56,282.53	\$ 27,705.08	\$ 83,987.61	\$ 12,425.26	\$ -	\$ -	\$ -	\$ -	\$ 96,412.88
09/30/39	\$ 61,910.79	\$ 24,468.83	\$ 86,379.62	\$ 12,673.77	\$ -	\$ -	\$ -	\$ -	\$ 99,053.39
09/30/40	\$ 61,910.79	\$ 20,831.58	\$ 82,742.36	\$ 12,927.24	\$ -	\$ -	\$ -	\$ -	\$ 95,669.61
09/30/41	\$ 67,539.04	\$ 17,194.31	\$ 84,733.36	\$ 13,185.79	\$ -	\$ -	\$ -	\$ -	\$ 97,919.15
09/30/42	\$ 73,167.30	\$ 13,226.40	\$ 86,393.69	\$ 13,449.51	\$ -	\$ -	\$ -	\$ -	\$ 99,843.20
09/30/43	\$ 73,167.30	\$ 8,927.82	\$ 82,095.11	\$ 13,718.50	\$ -	\$ -	\$ -	\$ -	\$ 95,813.61
09/30/44	\$ 78,795.55	\$ 4,629.24	\$ 83,424.79	\$ 13,992.87	\$ -	\$ -	\$ 87,097.22	\$ -	\$ 10,320.43
Totals	\$ 1,170,676.73	\$ 1,319,062.83	\$ 2,489,739.56	\$ 311,778.85	\$ 15,687.07	\$ 46,827.07	\$ 87,097.22	\$ 73,848.57	\$ 2,703,086.75

(a) The 9/30/XX dates represent Installment due dates for the Bonds which are intended to cover both semi-annual payments. Assessments are due October 1 of the prior year, and are delinquent if not paid by February 1 of that year.
(b) Gross of Capitalized Interest
(c) Preliminary Estimate. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
(d) Annual Installments are calculated assuming an approximate average 5.74% interest rate on the Bonds plus the Excess Interest Rate of 0.5% plus Administrative Expenses.

**Appendix B-7
Annual Installments - Parcel No. R529010**

Bond Year Ending (a)	PID Bonds			Administrative Expenses (c)	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service						
09/30/15	\$ -	\$ 21,226.73	\$ 21,226.73	\$ -	\$ -	\$ -	\$ -	\$ 21,226.73	\$ -
09/30/16	\$ 6,719.45	\$ 26,533.41	\$ 33,252.86	\$ 3,198.46	\$ 931.76	\$ 1,397.64	\$ -	\$ 8,161.99	\$ 30,618.73
09/30/17	\$ 6,719.45	\$ 26,172.24	\$ 32,891.69	\$ 3,262.43	\$ 918.32	\$ 1,377.49	\$ -	\$ -	\$ 38,449.92
09/30/18	\$ 6,719.45	\$ 25,811.07	\$ 32,530.52	\$ 3,327.67	\$ 904.89	\$ 1,357.33	\$ -	\$ -	\$ 38,120.40
09/30/19	\$ 8,959.26	\$ 25,449.90	\$ 34,409.16	\$ 3,394.23	\$ 891.45	\$ 1,337.17	\$ -	\$ -	\$ 40,032.00
09/30/20	\$ 8,959.26	\$ 24,968.34	\$ 33,927.60	\$ 3,462.11	\$ 873.53	\$ 1,310.29	\$ -	\$ -	\$ 39,573.53
09/30/21	\$ 8,959.26	\$ 24,486.78	\$ 33,446.04	\$ 3,531.35	\$ 855.61	\$ 1,283.41	\$ -	\$ -	\$ 39,116.42
09/30/22	\$ 8,959.26	\$ 24,005.22	\$ 32,964.48	\$ 3,601.98	\$ 837.69	\$ 1,256.54	\$ -	\$ -	\$ 38,660.69
09/30/23	\$ 8,959.26	\$ 23,523.66	\$ 32,482.92	\$ 3,674.02	\$ 29.57	\$ 2,019.87	\$ -	\$ -	\$ 38,206.37
09/30/24	\$ 11,199.08	\$ 23,042.10	\$ 34,241.17	\$ 3,747.50	\$ -	\$ 2,004.63	\$ -	\$ -	\$ 39,993.31
09/30/25	\$ 11,199.08	\$ 22,440.15	\$ 33,639.22	\$ 3,822.45	\$ -	\$ 1,948.64	\$ -	\$ -	\$ 39,410.32
09/30/26	\$ 11,199.08	\$ 21,838.20	\$ 33,037.27	\$ 3,898.90	\$ -	\$ 1,892.64	\$ -	\$ -	\$ 38,828.82
09/30/27	\$ 11,199.08	\$ 21,236.25	\$ 32,435.32	\$ 3,976.88	\$ -	\$ 1,449.61	\$ -	\$ -	\$ 37,861.81
09/30/28	\$ 13,438.89	\$ 20,634.30	\$ 34,073.19	\$ 4,056.42	\$ -	\$ -	\$ -	\$ -	\$ 38,129.60
09/30/29	\$ 13,438.89	\$ 19,911.96	\$ 33,350.85	\$ 4,137.54	\$ -	\$ -	\$ -	\$ -	\$ 37,488.39
09/30/30	\$ 13,438.89	\$ 19,199.22	\$ 32,578.11	\$ 4,220.29	\$ -	\$ -	\$ -	\$ -	\$ 36,798.41
09/30/31	\$ 15,678.71	\$ 18,366.48	\$ 34,045.19	\$ 4,304.70	\$ -	\$ -	\$ -	\$ -	\$ 38,349.89
09/30/32	\$ 15,678.71	\$ 17,464.96	\$ 33,143.66	\$ 4,390.79	\$ -	\$ -	\$ -	\$ -	\$ 37,534.46
09/30/33	\$ 17,918.52	\$ 16,563.43	\$ 34,481.95	\$ 4,478.61	\$ -	\$ -	\$ -	\$ -	\$ 38,960.57
09/30/34	\$ 17,918.52	\$ 15,533.12	\$ 33,451.64	\$ 4,568.18	\$ -	\$ -	\$ -	\$ -	\$ 38,019.82
09/30/35	\$ 20,158.34	\$ 14,502.80	\$ 34,661.14	\$ 4,659.55	\$ -	\$ -	\$ -	\$ -	\$ 39,320.69
09/30/36	\$ 20,158.34	\$ 13,343.70	\$ 33,502.04	\$ 4,752.74	\$ -	\$ -	\$ -	\$ -	\$ 38,254.77
09/30/37	\$ 20,158.34	\$ 12,184.59	\$ 32,342.93	\$ 4,847.79	\$ -	\$ -	\$ -	\$ -	\$ 37,190.72
09/30/38	\$ 22,398.15	\$ 11,025.49	\$ 33,423.64	\$ 4,944.75	\$ -	\$ -	\$ -	\$ -	\$ 38,368.39
09/30/39	\$ 24,637.97	\$ 9,737.60	\$ 34,375.56	\$ 5,043.64	\$ -	\$ -	\$ -	\$ -	\$ 39,419.21
09/30/40	\$ 24,637.97	\$ 8,290.12	\$ 32,928.08	\$ 5,144.52	\$ -	\$ -	\$ -	\$ -	\$ 38,072.60
09/30/41	\$ 26,877.78	\$ 6,842.64	\$ 33,720.42	\$ 5,247.41	\$ -	\$ -	\$ -	\$ -	\$ 38,967.82
09/30/42	\$ 29,117.60	\$ 5,263.57	\$ 34,381.16	\$ 5,352.35	\$ -	\$ -	\$ -	\$ -	\$ 39,735.52
09/30/43	\$ 29,117.60	\$ 3,552.91	\$ 32,670.50	\$ 5,459.40	\$ -	\$ -	\$ -	\$ -	\$ 38,129.91
09/30/44	\$ 31,357.41	\$ 1,842.25	\$ 33,199.66	\$ 5,568.59	\$ -	\$ -	\$ 34,661.14	\$ -	\$ 4,107.11
Totals	\$ 465,881.55	\$ 524,933.17	\$ 990,814.72	\$ 124,075.26	\$ 6,242.81	\$ 18,635.26	\$ 34,661.14	\$ 29,388.72	\$ 1,075,718.20

- (a) The 9/30/XX dates represent Installment due dates for the Bonds which are intended to cover both semi-annual payments. Assessments are due October 1 of the prior year, and are delinquent if not paid by February 1 of that year.
- (b) Gross of Capitalized Interest
- (c) Preliminary Estimate. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
- (d) Annual Installments are calculated assuming an approximate average 5.74% interest rate on the Bonds plus the Excess Interest Rate of 0.5% plus Administrative Expenses.

**Appendix B-8
Annual Installments - Parcel No. R529012**

Bond Year Ending (a)	PID Bonds			Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Annual Installment (d)
	Principal	Interest (b)	Net Debt Service	(c)					
09/30/15	\$ -	\$ 26,951.43	\$ 26,951.43	\$ -	\$ -	\$ -	\$ -	\$ 26,951.43	\$ -
09/30/16	\$ 8,531.63	\$ 33,689.28	\$ 42,220.92	\$ 4,061.06	\$ 1,183.05	\$ 1,774.58	\$ -	\$ 10,363.22	\$ 38,876.39
09/30/17	\$ 8,531.63	\$ 33,230.71	\$ 41,762.34	\$ 4,142.28	\$ 1,165.99	\$ 1,748.98	\$ -	\$ -	\$ 48,815.59
09/30/18	\$ 8,531.63	\$ 32,772.13	\$ 41,303.77	\$ 4,225.12	\$ 1,148.93	\$ 1,723.39	\$ -	\$ -	\$ 48,401.21
09/30/19	\$ 11,375.51	\$ 32,313.56	\$ 43,689.07	\$ 4,309.63	\$ 1,131.86	\$ 1,697.79	\$ -	\$ -	\$ 50,828.35
09/30/20	\$ 11,375.51	\$ 31,702.12	\$ 43,077.63	\$ 4,395.82	\$ 1,109.11	\$ 1,663.67	\$ -	\$ -	\$ 50,246.23
09/30/21	\$ 11,375.51	\$ 31,090.69	\$ 42,466.20	\$ 4,483.74	\$ 1,086.36	\$ 1,629.54	\$ -	\$ -	\$ 49,665.84
09/30/22	\$ 11,375.51	\$ 30,479.26	\$ 41,854.77	\$ 4,573.41	\$ 1,063.61	\$ 1,595.42	\$ -	\$ -	\$ 49,087.20
09/30/23	\$ 11,375.51	\$ 29,867.82	\$ 41,243.33	\$ 4,664.88	\$ 37.54	\$ 2,564.61	\$ -	\$ -	\$ 48,510.36
09/30/24	\$ 14,219.39	\$ 29,256.39	\$ 43,475.78	\$ 4,758.18	\$ -	\$ 2,545.27	\$ -	\$ -	\$ 50,779.22
09/30/25	\$ 14,219.39	\$ 28,492.10	\$ 42,711.49	\$ 4,853.34	\$ -	\$ 2,474.17	\$ -	\$ -	\$ 50,039.00
09/30/26	\$ 14,219.39	\$ 27,727.80	\$ 41,947.19	\$ 4,950.41	\$ -	\$ 2,403.08	\$ -	\$ -	\$ 49,300.67
09/30/27	\$ 14,219.39	\$ 26,963.51	\$ 41,182.90	\$ 5,049.41	\$ -	\$ 1,840.56	\$ -	\$ -	\$ 48,072.87
09/30/28	\$ 17,063.26	\$ 26,199.22	\$ 43,262.49	\$ 5,150.40	\$ -	\$ -	\$ -	\$ -	\$ 48,412.89
09/30/29	\$ 17,063.26	\$ 25,282.07	\$ 42,345.33	\$ 5,253.41	\$ -	\$ -	\$ -	\$ -	\$ 47,598.75
09/30/30	\$ 17,063.26	\$ 24,300.93	\$ 41,364.20	\$ 5,358.48	\$ -	\$ -	\$ -	\$ -	\$ 46,722.68
09/30/31	\$ 19,907.14	\$ 23,319.79	\$ 43,226.94	\$ 5,465.65	\$ -	\$ -	\$ -	\$ -	\$ 48,692.58
09/30/32	\$ 19,907.14	\$ 22,175.13	\$ 42,082.28	\$ 5,574.96	\$ -	\$ -	\$ -	\$ -	\$ 47,657.24
09/30/33	\$ 22,751.02	\$ 21,030.47	\$ 43,781.49	\$ 5,686.46	\$ -	\$ -	\$ -	\$ -	\$ 49,467.95
09/30/34	\$ 22,751.02	\$ 19,722.29	\$ 42,473.31	\$ 5,800.19	\$ -	\$ -	\$ -	\$ -	\$ 48,273.50
09/30/35	\$ 25,594.90	\$ 18,414.11	\$ 44,009.00	\$ 5,916.19	\$ -	\$ -	\$ -	\$ -	\$ 49,925.20
09/30/36	\$ 25,594.90	\$ 16,942.40	\$ 42,537.30	\$ 6,034.52	\$ -	\$ -	\$ -	\$ -	\$ 48,571.81
09/30/37	\$ 25,594.90	\$ 15,470.69	\$ 41,065.59	\$ 6,155.21	\$ -	\$ -	\$ -	\$ -	\$ 47,220.80
09/30/38	\$ 28,438.77	\$ 13,998.99	\$ 42,437.76	\$ 6,278.31	\$ -	\$ -	\$ -	\$ -	\$ 48,716.07
09/30/39	\$ 31,282.65	\$ 12,363.76	\$ 43,646.41	\$ 6,403.88	\$ -	\$ -	\$ -	\$ -	\$ 50,050.29
09/30/40	\$ 31,282.65	\$ 10,525.90	\$ 41,808.55	\$ 6,531.96	\$ -	\$ -	\$ -	\$ -	\$ 48,340.51
09/30/41	\$ 34,126.53	\$ 8,688.05	\$ 42,814.57	\$ 6,662.59	\$ -	\$ -	\$ -	\$ -	\$ 49,477.17
09/30/42	\$ 36,970.41	\$ 6,683.11	\$ 43,653.52	\$ 6,795.85	\$ -	\$ -	\$ -	\$ -	\$ 50,449.36
09/30/43	\$ 36,970.41	\$ 4,511.10	\$ 41,481.51	\$ 6,931.76	\$ -	\$ -	\$ -	\$ -	\$ 48,413.27
09/30/44	\$ 39,814.28	\$ 2,339.09	\$ 42,153.37	\$ 7,070.40	\$ -	\$ -	\$ 44,009.00	\$ -	\$ 5,214.77
Totals	\$ 591,526.50	\$ 666,503.92	\$ 1,258,030.42	\$ 157,537.47	\$ 7,926.46	\$ 23,661.06	\$ 44,009.00	\$ 37,314.65	\$ 1,365,831.76

- (a) The 9/30/XX dates represent Installment due dates for the Bonds which are intended to cover both semi-annual payments. Assessments are due October 1 of the prior year, and are delinquent if not paid by February 1 of that year.
- (b) Gross of Capitalized Interest
- (c) Preliminary Estimate. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.
- (d) Annual Installments are calculated assuming an approximate average 5.74% interest rate on the Bonds plus the Excess Interest Rate of 0.5% plus Administrative Expenses.

**Table V-B
Annual Projected Debt Service and Administrative Expenses**

Year Ending September 30,	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Capitalized Interest	Annual PID Installments
2015	\$ -	\$ 236,925	\$ -	\$ -	\$ -	\$ 236,925	\$ -
2016	75,000	296,156	35,700	10,400	15,600	91,101	341,755
2017	75,000	292,125	36,414	10,250	15,375	-	429,164
2018	75,000	288,094	37,142	10,100	15,150	-	425,486
2019	100,000	284,063	37,885	9,950	14,925	-	446,823
2020	100,000	278,688	38,643	9,750	14,625	-	441,705
Total	\$ 425,000	\$ 1,676,050	\$ 185,784	\$ 50,450	\$ 75,675	\$ 328,026	\$ 2,084,933

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID less the Capitalized Interest. The debt service estimates are based on an average interest rate of approximately 5.74% and a 30 year term for the PID Bonds.



Executive Summary

March 5, 2015

Council Agenda Subject: Consider an Ordinance of the City of Leander, Texas, Amending Ordinance No. 14-058-00 Adopting the Annual Budget of the City of Leander, Texas for Fiscal Year 2014-2015.

Background: This budget amendment provides for necessary mid-year adjustments to appropriate funds for a) projects that have been carried over from the previous fiscal year; b) expenditures in the current fiscal that have been approved by the City Council; and c) certain unanticipated expenditures. Adjustments in the General Fund include appropriations for two new positions – an additional Senior Building Inspector (Building Permits) and an additional Construction Inspector (Engineering) both of which are needed to maintain current service levels impacted by growth. Funds are also included for two projects discussed as priorities at the recent City Council retreat – Bagdad sidewalk project (\$900,000) and the US 183 / Crystal Falls right turn lane construction (\$400,000.) Design & construction of a signal at Municipal Drive and Bagdad is budgeted in the Traffic Impact Fund. The Utility Fund includes a number of carryover projects from previous fiscal year, as well as the expenditure for the BCRUA deep water intake site and the offsetting reimbursement. The adjustments also include anticipate impact fee rebates associated with the Sarita Valley and Travisso agreements, as well as engineering for the San Gabriel Parkway extension from CR 270 to Ronald Reagan Blvd (including developer participation.) Also, the Texas Parks & Wildlife Department grant for Lakewood Park (\$400,000) is appropriated in the Park Grants fund. Finally, \$22,275 is budgeted as a transfer from the Capital Projects fund to the Public Arts Fund per the City’s Public Art Ordinance, i.e., 1% of certain capital projects.

Origination: Robert G. Powers, Finance Director

Financial Consideration: Appropriates additional funds from either reserves or current revenue.

Recommendation: Staff recommends approval

Attachments: Ordinance

Prepared by: Robert G. Powers, Finance Director

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ORDINANCE NO. 14-058-00 ADOPTING THE ANNUAL BUDGET OF THE CITY OF LEANDER, TEXAS FOR FISCAL YEAR 2014-15.

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the City Council by the Mayor; and

WHEREAS, the City Council approved and adopted the FY2014-15 budget; and

WHEREAS, the City Council appropriated funds according to the prospective perceived needs and revenues which have changed during the fiscal year.

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. Budget Amendment. The FY 2014-15 Budget is hereby amended as follows:

FUND	ADOPTED FY2014-15 BUDGET	AMENDMENT I FY2014-15 BUDGET	REVISED FY2014-15 BUDGET
01 - GENERAL FUND			
REVENUES	22,844,911	148,750	22,993,661
EXPENDITURES	24,807,881	1,520,750	26,328,631
03 - BRYSON FARMSTEAD FUND			
REVENUES	0		0
EXPENDITURES	0		0
04 - LEANDER CLEAN UP FUND			
REVENUES	10,690		10,690
EXPENDITURES	10,690		10,690
05 - GOLF FUND			
REVENUES	1,369,021		1,369,021
EXPENDITURES	1,369,021		1,369,021
10 - PUBLIC ARTS FUND			
REVENUES	300	22,755	23,055
EXPENDITURES	1,100	22,755	23,855

12 - TIA FUND			
REVENUES	45,000		45,000
EXPENDITURES	45,000	423,000	468,000
13 - EQUIPMENT FUND			
REVENUES	0		0
EXPENDITURES	0		0
14 - VEHICLE FUND			0
REVENUES	1,052,000		1,052,000
EXPENDITURES	870,000		870,000
20 - UTILITY FUND			
REVENUES	17,747,700	2,075,000	19,822,700
EXPENDITURES	19,967,700	2,835,000	22,802,700
21 - UTILITY VEHICLE FUND			
REVENUES	25,534		25,534
EXPENDITURES	0		0
25 - WATER IMPACT			
REVENUES	3,880,000	0	3,880,000
EXPENDITURES	4,978,428	730,000	5,708,428
26 - WASTEWATER IMPACT			
REVENUES	1,292,000		1,292,000
EXPENDITURES	1,150,000	485,000	1,635,000
27 - WATER CIP FUND			
REVENUES	0	1,000,000	1,000,000
EXPENDITURES	0	1,000,000	1,000,000
40 - GF CAPITAL PJTS			
REVENUES	0	2,985,327	2,985,327
EXPENDITURES	561,150	1,695,755	2,256,905
41 - GF CIP PARK GRANTS			
REVENUES	258,000	400,000	658,000
EXPENDITURES	272,000	400,000	672,000
53 - \$6.3M BOND 2010			
REVENUES	0		0
EXPENDITURES	0	250,000	250,000

54 - GO BOND 2015			
REVENUES	45,615,366		45,615,366
EXPENDITURES	45,615,366		45,615,366
70 - POLICE DEPT. GRANTS			
REVENUES	0		0
EXPENDITURES	0		0
71 - COURT SECURITY FUND			
REVENUES	10,000		10,000
EXPENDITURES	10,000		10,000
72 - COURT TECHNOLOGY FUND			
REVENUES	16,900		16,900
EXPENDITURES	16,900		16,900
73 - PARKS SPECIAL REVENUE FUND			
REVENUES	30,750		30,750
EXPENDITURES	30,750		30,750
74 - FIRE RESCUE REVENUE FUND			
REVENUES	15,000		15,000
EXPENDITURES	35,000		35,000
75 - PARK DEDICATION ORD.			
REVENUES	1,495,000		1,495,000
EXPENDITURES	1,533,000		1,533,000
76 - STEP FUND			
REVENUES	105,000		105,000
EXPENDITURES	50,000		50,000
77 - POLICE FORFEITURE FUND			
REVENUES	0		0
EXPENDITURES	0		0
78 - POLICE SPECIAL REVENUE			
REVENUES	12,000		12,000
EXPENDITURES	12,000		12,000
79 - TIRZ #1 FUND			
REVENUES	251,800		251,800
EXPENDITURES	231,250		231,250

80 - GF DEBT SERVICE			
REVENUES	5,495,000		5,495,000
EXPENDITURES	5,495,000		5,495,000
85 - UF DEBT SERVICE			
REVENUES	10,534,411		10,534,411
EXPENDITURES	10,534,411		10,534,411
96 - LEANDER DEVELOPMENT AUTHORITY			
REVENUES	13,050		13,050
EXPENDITURES	13,050		13,050

Section 3. Exhibit A. The individual line items affected by the budget amendment are hereby attached as Exhibit A.

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 on this 5th day of March, 2015.

ATTEST:

CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

EXHIBIT A

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT I FY2014-15 CHANGE	SUB- TOTAL
01 - GENERAL FUND				
REVENUES				
01-00-4446	Revenue	Fire Grant Revenue	25,000	
01-00-4420	Revenue	Construction Inspection Fees	123,750	148,750
EXPENDITURES				
01-22-5120	Engineering	Construction Inspector	45,000	
01-49-5600	Emergency Preparedness	Hazard Mitigation Grant (fy14 carryover)	25,000	
01-51-5120	Building Inspections	Inspector	53,750	
01-51-7000	Building Inspections	Vehicle	25,000	
01-53-9008	Non-Departmental	Xfr to CIP / 183/Crystal Falls right turn (reserves)	400,000	
01-53-9008	Non-Departmental	Xfr to CIP / Bagdad Sidewalks (reserves)	900,000	
01-55-7305	Fire - Emergency Operations	Misc. Equipment for Engine (fy14 carryover)	72,000	1,520,750
03 - BRYSON FARMSTEAD FUND				
REVENUES				
EXPENDITURES				
04 - LEANDER CLEAN UP FUND				
REVENUES				
EXPENDITURES				
05 - GOLF FUND				
REVENUES				
EXPENDITURES				
10 - PUBLIC ARTS FUND				
REVENUES				
10-00-4900	ref. Public Art Fund Ord.	Xfr In-CIP Fund 40 (ref. Benbrook Ranch Ballfields)	22,755	22,755
EXPENDITURES				
10-01-5221		Materials & Supplies	12,755	
10-01-6314		Concerts & Events	10,000	22,755
12 - TIA FUND				
REVENUES				
EXPENDITURES				
12-01-8387	Municipal / Bagdad Signal	Bagdad @ Municipal Signal	375,000	
12-01-9008	Transfer Out - CIP Fund 40	US 183 / Crystal Falls right turn lane design	48,000	423,000

13 - EQUIPMENT FUND				
REVENUES				
EXPENDITURES				
14 - VEHICLE FUND				
REVENUES				
EXPENDITURES				
20 - UTILITY FUND				
REVENUES				
20-00-4014	Revenue	BCRUA Reimbursement (Travisso MUD 21 w.I.)	350,000	
20-00-4014	Revenue	BCRUA Reimbursement (Property Acquisition)	1,725,000	2,075,000
EXPENDITURES				
20-02-8320	Water Maintenance	Hero Way waterline (fy14 carryover)	700,000	
20-02-8385	Water Maintenance	Raw Water Intake Contingency (Cedar Park)	300,000	
20-02-8620	Water Maintenance	Travisso MUD 21 / BCRUA interconnect (fy14 c/o)	110,000	
20-05-7400	Regional Plant	Property Acquisition (to be reimbursed)	1,725,000	2,835,000
21 - UTILITY VEHICLE FUND				
REVENUES				
EXPENDITURES				
25 - WATER IMPACT				
REVENUES				
EXPENDITURES				
25-31-8612	Water Impact CIP	Sarita Valley rebate (final)	30,000	
25-31-8629	Water Impact CIP	Nameless Valley Dev. Agr. Rebates	700,000	730,000
26 - WASTEWATER IMPACT				
REVENUES				
EXPENDITURES				
26-01-8720	Wastewater Impact CIP	Nameless Valley Dev. Agr. Rebates	485,000	485,000
27 - WATER CIP FUND				
REVENUES				
27-00-4900	Revenue	Transfer In / Series 2015 CO's	1,000,000	1,000,000
EXPENDITURES				
27-02-8627	Utility CIP	Ridgmar Landing waterline	1,000,000	1,000,000

40 - GF CAPITAL PJTS				
REVENUES				
40-00-4436	Revenue	Dev Agr. San Gab Pkwy Contrib. (Palmera Ridge)	127,000	
40-00-4900	Transfer In / General Fund	183 / Crystal Falls right turn construction	400,000	
40-00-4900	Transfer In / General Fund	Bagdad Sidewalks	900,000	
40-00-4900	Transfer In / CIP Fund 54	Reimburse bond eligible expenditures	1,510,327	
40-00-4900	Transfer In / TIA Fund 12	183 / Crystal Falls right turn design	48,000	2,985,327
EXPENDITURES				
40-04-8013	CIP	Bagdad Sidewalks	900,000	
40-04-8022	CIP	183/Crystal Falls right turn	448,000	
40-04-8386	CIP	San Gabriel Parkway (Palmera Ridge)	325,000	
40-04-9000	Xfr Out - Public Arts Fund 10	Public Arts Commission (ref. Benbrook Ballfields)	22,755	1,695,755
41 - GF CIP PARK GRANTS				
REVENUES				
41-00-4382	Revenue	Texas Parks & Wildlife Grant (ref Lakewood Park)	400,000	400,000
EXPENDITURES				
41-01-8208	Grants	Lakewood Park	400,000	400,000
53 - \$6.3M BOND 2010				
REVENUES				
EXPENDITURES				
53-01-8342	CIP	East Crystal Falls Phase II (carryover fy14 - final)	250,000	250,000
54 - BOND SERIES 2015				
REVENUES				
EXPENDITURES				
70 - POLICE DEPT. GRANTS				
REVENUES				
EXPENDITURES				
71 - COURT SECURITY FUND				
REVENUES				
EXPENDITURES				
72 - COURT TECHNOLOGY FUND				
REVENUES				
EXPENDITURES				

73 - PARKS SPECIAL REVENUE FUND				
REVENUES				
EXPENDITURES				
74 - FIRE RESCUE REVENUE FUND				
REVENUES				
EXPENDITURES				
75 - PARK DEDICATION ORD.				
REVENUES				
EXPENDITURES				
76 - STEP FUND				
REVENUES				
EXPENDITURES				
77 - POLICE FORFEITURE FUND				
REVENUES				
EXPENDITURES				
78 - POLICE SPECIAL REVENUE				
REVENUES				
EXPENDITURES				
79 - TIRZ #1 FUND				
REVENUES				
EXPENDITURES				
80 - GF DEBT SERVICE				
REVENUES				
EXPENDITURES				
85 - UF DEBT SERVICE				
REVENUES				
EXPENDITURES				
96 - LEANDER DEVELOPMENT AUTHORITY				
REVENUES				
EXPENDITURES				



Executive Summary

March 5, 2015

Council Agenda Subject: Consideration of Agreement for Consulting Services for Signal Modifications for US 183 and Crystal Falls Parkway Intersection submitted by R-K Traffic Engineering

Background: The proposal consists of developing PS&E for signal modifications to accommodate the construction of a right turn lane for the Eastbound approach of Crystal Falls Parkway at US 183 and completing signal timing recommendations. The turn lane design currently consists of Haynie Consulting Task Orders HCI-2014-01 and HCI-2015-02 totaling \$49,400. The additional \$14,000 in the R-K proposal would result in the total financial consideration for the turn lane design exceeding the \$50,000 administrative approval limit.

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

Financial Consideration: R-K Traffic Engineering will perform the work for the project described above for a lump sum fee of \$14,000 as shown below from GL Fund 40-04-8022

Task 1 – Data Collection: \$2,000

Task 2 – Signal Modifications \$7,500

Task 3 – Signal Timing Analysis: \$2,500

Task 4 – Bidding & Construction: \$2,000

Recommendation: Staff requests authorization of the City Manager to negotiate and execute the Agreement for Consulting Services from R-K Traffic Engineering, LLC for Signal Modifications at the US 183 and Crystal Falls Intersection.

Attachments: Proposal for Signal Modifications, Agreement for Consulting Services

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

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (“Agreement”) is made and entered into by and between R-K Traffic Engineering, LLC (“Engineer”) and City of Leander (“Client”).

That whereas the Client has requested services of the Engineer in relation to:

Signal Modifications at the US 183 and Crystal Falls Parkway Intersection, Leander, Texas (“Project”)

NOW, THEREFORE, the CLIENT and the ENGINEER, in consideration of the mutual covenants set forth below, agree as follows:

The attached proposal (“Proposal”) is accepted by the Client and is incorporated herein as part of the Agreement.

Upon receipt by Engineer of a fully executed copy of this Agreement, the Engineer will proceed with the Project as described in the attached proposal. The Engineer will inform the Client on the progress of the Engineer’s services.

The Client accepts responsibility for providing the Engineer with all available information pertinent to the Project, including previous reports and any other relevant data, and will arrange for and provide access for the Engineer to enter upon public and private lands as required for the Engineer to perform services under this Agreement, without liability of any nature to the Engineer except for liability due to Engineer’s own negligence or willful misconduct.

The Engineer will complete the services as set forth in the Proposal. Client agrees to not hinder or delay Engineer’s progress with the services.

Payments for services of the Engineer will be based on a fixed price of Fourteen Thousand Dollars (\$14,000). Invoices will be submitted monthly and will reflect the percentage of the project completed at the date of the invoice. Charges for Reimbursable Expenses, if any, will be described in the attached proposal.

Payment shall be made by the Client within thirty (30) days of the date of Engineer’s invoice. All amounts not paid the Engineer within thirty days of the date of Engineer’s invoice shall bear interest at 1.5% per month, calculated daily, on the unpaid balance.

Termination of this Agreement prior to completion must be made in writing and may be made by either party. If this Agreement is terminated at any time by either party, the Engineer shall be paid for all services actually performed and all Reimbursable Expenses incurred prior to termination and, if the termination is by Client, any Reimbursable Expenses reasonably incurred by Engineer as a consequence of Client’s termination. Engineer shall not be required to deliver to Client any of Engineer’s Instruments of Service (defined below) unless and until Engineer is paid in full.

Client hereby agrees that Engineer’s total liability to Client for injuries, claims, losses, expenses, or damages arising out of or related to the Project or this Agreement, including any liability for attorney’s fees or costs of litigation, shall not exceed the total compensation actually received by Engineer for Basic and Additional Services, if any, under this Agreement. Client further agrees that Engineer shall not be liable to Client for any injuries, claims, losses, expenses, or damages, except to the extent caused by Engineer’s own professional negligence or willful misconduct. There are no third party beneficiaries of this Agreement. Engineer’s work product, including the Instruments of Service (defined below) are not intended for use by any other person or entity except Client and may not be relied upon by anyone other than Client for any purpose whatsoever.

February 17, 2015

Mr. Wayne Watts, P.E., CFM
City Engineer
City of Leander
200 West Willis
Leander, TX 78646

**RE: Proposal for Signal Modifications
US 183 and Crystal Falls Parkway Intersection
Leander, Texas
R-K Proposal: 2014-27**

Dear Mr. Watts:

I appreciate the opportunity to submit this scope and fee for the engineering services to develop signal modifications and timing recommendations for the intersection of US 183 and Crystal Falls Parkway in Leander, Texas.

Project Description

The project consists of developing PS&E for signal modifications to accommodate the construction of a right turn lane for the Eastbound approach of Crystal Falls Parkway at US 183 and completing signal timing recommendations.

Scope of Basic Services

The following sections outline our understanding of the basic scope of services for this project.

TASK 1: DATA COLLECTION

1. Coordinate with TxDOT prior to obtaining counts or beginning any analysis.
2. Obtain traffic accident data and existing signal timings from TxDOT.
3. Obtain up to 16-hour turning movement counts at the intersection.
4. Complete a site visit to observe existing signal equipment, phasing and intersection configuration.
5. Coordinate with Haynie Consulting for design of right turn lane.

TASK 2: SIGNAL MODIFICATIONS

1. Determine necessary modifications due to addition of right turn lane.
2. Develop plans for the relocation of pedestrian poles and signal head modifications. This will include changes in conduit/conductors, heads, push buttons, ground boxes, etc...
3. Provide TxDOT standards and specifications necessary for the modifications.

4. Provide quantities and opinion of probable construction costs related to signal modification and timing.

TASK 3: SIGNAL TIMING ANALYSES

1. R-K will use the data collected in Task 1 to complete recommended signal timings. The traffic signal coordination software, Synchro will be used to determine optimal signal timings during selected times of the day. The time periods will match the existing time periods currently determined by TxDOT.
2. R-K will provide a draft report of the counts, Synchro analysis and results to the City for review. After addressing any comments a signed report will be delivered to TxDOT.

TASK 4: BIDDING AND CONSTRUCTION PHASE SERVICES

1. Attend the pre-bid meeting
2. Respond to bidding RFIs
3. Attend pre-con meeting
4. Respond to contractor RFIs
5. Site visit as deemed necessary

Budget

R-K will perform the work for the project described above for a lump sum fee of \$14,000 as shown below.

Task 1 – Data Collection:	\$2,000
Task 2 – Signal Modifications:	\$7,500
Task 3 – Signal Timing Analysis:	\$2,500
Task 4 – Bidding and Construction:	\$2,000

Schedule

R-K will coordinate schedule with Haynie Consulting.

Attached is the Agreement for Consultant Services Contract. Please sign and provide a fully executed copy. The signed agreement will serve as the notice to proceed.

I appreciate the opportunity to work with you on this project and am available to answer any questions you may have regarding the overall scope and budget.

Sincerely,



James Schwerdtfeger, P.E.
Principal



Executive Summary

March 5, 2015

Agenda Subject: A Resolution of the City of Leander, Texas, approving the Brushy Creek Regional Utility Authority reimbursing the City of Leander the amount of \$1,724,620 for the acquisition of the Gross tract.

Background: At its regular meeting on January 21, 2015, the BCRUA board approved a resolution authorizing the expenditure of \$1,724,620 as reimbursement to the City of Leander for its deposit to the Travis County Clerk's office as a result of the Special Commissioners award for the property to be acquired for the deep water intake site (Gross tract, Cause No. CV-14-00720.) The bylaws of the BCRUA stipulate that the three participating cities each need to ratify any expenditure of \$500,000 or more made by the Board.

Origination: City Attorney

Financial Consideration: \$1,724,620 will be received from the BCRUA construction funds to reimburse the City of Leander.

Recommendation: Approve Resolution

Attachments: Resolution, background

Prepared by: Robert G. Powers, Finance Director

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS,
APPROVING THE BRUSHY CREEK REGIONAL UTILITY
AUTHORITY REIMBURSING THE CITY OF LEANDER THE
AMOUNT OF \$1,724,620 FOR THE ACQUISITION OF THE
GROSS TRACT**

WHEREAS, the City of Leander, Texas (the “City”) is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc. (the “BCRUA”);

WHEREAS, the BCRUA has previously determined the necessity to acquire a parcel of land owned by Gary Gross and Cathy Gross, situated in Travis County, Texas, containing 5.217 acres (the “Property”), for a permanent raw water intake facility and related appurtenances;

WHEREAS, the City of Leander, on behalf of the BCRUA, filed a petition for condemnation to acquire the Property;

WHEREAS, on September 25, 2014 a Special Commissioners hearing was held and the Special Commissioners determined that Gary Gross and Cathy Gross were entitled to the sum One Million Seven Hundred Twenty Four Thousand Six Hundred and Twenty Dollars (\$1,724,620.00) for their respective interests in the Property;

WHEREAS, it is necessary and proper for the BCRUA to reimburse Leander for the cost of acquiring the Property; and

WHEREAS, the City Council wishes to approve said reimbursement;

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

Section 1. Reimbursement Approved. The payment of One Million Seven Hundred Twenty Four Thousand Six Hundred and Twenty Dollars (\$1,724,620.00) by the BCRUA to the City of Leander for the cost of acquiring the Property for a permanent raw water intake facility and related appurtenances is hereby approved.

Section 2. 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 this the 5th day of March, 2015.

Attest:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

This resolution shall be effective immediately upon adoption

Resolved this the ____ day of _____, 2015.

ATTEST:

CITY OF LEANDER:

Debbie Haile, City Secretary

Mr. Christopher Fielder, Mayor

APPROVED AS TO FORM:

City Attorney, Paige H. Saenz