



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

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



Thursday ~ May 07, 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 – Vacant
Place 6 – David Siebold
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
Posting of Colors by the Leander Honor Guard
2. Roll Call
3. Staff Comments
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
5. Proclamation recognizing “National Police Week 2015”
Sponsored by Police Chief Minton

CONSENT AGENDA: ACTION

6. Approval of the minutes: April 16, 2015
7. Approval of a Special Permit for the Williamson County Amateur Radio Club to use Devine Lake Park for Field Day, June 26-28, 2015
8. Award of Contract for Managed Network Services
9. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Connelly’s Crossing, Phase 2
10. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Cold Springs, Section 7
11. Consider an Ordinance amending Article 13.02.004 governing voluntary disconnection of Utilities and prescribing changes in refund policies
12. Consider a one-time only exception to the Personnel Policy to allow for employees to donate vacation time

PUBLIC HEARING: ACTION

13. **Public Hearing** on Zoning Case # 15-Z-007: Consider a zoning change for 1.7 acres, more or less, of Lot 1, Block A of the Village Subdivision, located at 801 Apache Trail, from GC-3-C, General Commercial, to MF-2-B, Multi-Family, Leander, Williamson County, Texas
Applicant: Josh Becker on behalf of Mike O'Dell

Action on Zoning Case # 15-Z-007: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located at 801 Apache Trail, Leander, Williamson County, Texas

14. **Public Hearing** on Subdivision Variance Case #15-VA-003: Consider a request for a variance to Article III, Sec. 42(e) of the Subdivision Ordinance regarding sidewalk requirements for the property legally described as Lot 6 of the Kittie Hill Acres Subdivision, located at 500 Winding Oak Trail, Leander, Williamson County, Texas

Applicant: David Singleton on behalf of Southwest Services Inc.

The applicant has withdrawn their request

REGULAR AGENDA

15. Acceptance of a \$400,000 Texas Parks & Wildlife Grant for Lakewood Community Park
16. Consider a Resolution accepting a petition for annexation of a tract of land, 13.8481 acres, more or less, known as the Ironwood tract; setting an annexation schedule; providing for open meetings and other related matters
17. Consider a Resolution accepting a petition for annexation of a tract of land, 126.098 acres, more or less, known as the Bradley tract; setting an annexation schedule; providing for open meetings and other related matters
18. Consider Street Vacate Case #15-SV-002; vacation of a portion of North Creek Drive ROW, generally located to the northwest of the intersection of N. Bagdad Road and Old 2243 W; and more specifically located to the west of N. Old Bagdad Road and east of Sparkling Brook Lane, Leander, Williamson County, Texas
19. Consider Award for Architectural and Engineering Services for Fire Station #4 to BRW Architects and Authorize the City Manager to Negotiate a Contract for Council Approval
20. Consider Selecting American Constructors as the Offeror Whose Proposal Offers the Best Value for the Construction Manager at Risk Services for the Fire Station #4 Project and Authorize the City Manager to Negotiate a Construction Manager at Risk Agreement for Council Approval
21. Consider Establishment for Wage Scale for Fire Station #4

EXECUTIVE SESSION

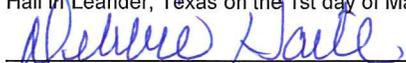
22. Convene into executive session pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property
23. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding pursuant to Section 551.072, Texas Government Code, to deliberate 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 1st day of May, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.



Debbie Haile, TRMC, City Secretary



PROCLAMATION



WHEREAS, the Congress and President of the United States have designated May 15th as National Police Officer Memorial Day, and the week of May 10th – May 16th, as National Police Week; and

WHEREAS, members of the Leander Police Department play an essential role is safeguarding the rights and freedoms of our community; and

WHEREAS, members of our Police Department recognize their duties to serve the community by safeguarding life, property, and by protecting them from disorder, the innocent from deception, and the weak against oppression; and

WHEREAS, many law enforcement officers across the country have given their lives in the course of these duties;

NOW THEREFORE, Mayor Christopher Fielder and the Leander City Council, call upon all citizens of our community to observe the week of May 10th – May 16th, 2015, as National Police week, and May 15th as National Police Officer Memorial Day in honor of those law enforcement officers who have made the ultimate sacrifice in service to their community.

“NATIONAL POLICE WEEK 2015”

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary



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

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



Thursday ~ April 16, 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 – Vacant

Place 6 – David Siebold

City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance
Council Member Lynch delivered the invocation
2. Roll Call
All present
3. Staff Comments
Mayor Fielder recognized Janet Gallagher, Building Inspector and congratulated her on her retirement
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
No citizens comments
5. Recognition of Mattie Rowland for the “Women of Distinction” Award from HEB
Sponsored by Mayor Fielder
Gary Anderson explained the award to the council and introduced Mattie Rowland
Mayor Fielder recognized Mattie Rowland for her achievement
6. Recognition of Lowe's Leander by the Mayor's Committee on People with Disabilities
Sponsored by Mayor Fielder
Council Member Lynch recognized Lowes for having an inclusive culture for people with disabilities and presented them a Certificate of Recognition
7. Dedication of Gabriel and Jayne Serna Fields at Bledsoe Park
Sponsored by Mayor Pro Tem Navarrette
Mayor Pro Tem Navarrette explained and Steve Bosak, Parks & Recreation Director recognized Jayne Serna and unveiled the plaque that will be displayed at the fields
8. Proclamation recognizing “National Crime Victims’ Rights Week 2015”
Sponsored by Police Chief Minton
Mayor Pro Tem Navarrette read the Proclamation and presented it to the Police Department

CONSENT AGENDA: ACTION

9. Approval of the minutes: April 2, 2015
10. Second Reading of an Ordinance on Zoning Case #15-Z-003: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located at 17680 Ronald W. Reagan Blvd., Leander, Williamson County, Texas
11. Ordinance cancelling the special election for Place 5, unexpired term, affirming the Certification of Unopposed Candidate for Place 5, and declaring candidate elected to office
12. Variance to Construction Noise Bylaw for Seretta Construction Texas, LLC to allow for Early Morning Concrete Pours for the Abacus School Project, located at 1720 S. Bagdad Road
13. Dedication and Acceptance of Subdivision Infrastructure Improvements for The Fairways at Crystal Falls, Section 2, Phase 2-6B
14. Dedication and Acceptance of Subdivision Infrastructure Improvements for The Fairways at Crystal Falls, Section 2, Phase 2-7
15. Dedication and Acceptance of Subdivision Infrastructure Improvements for Grand Mesa Section 8, Phase 1
16. Dedication and Acceptance of Subdivision Infrastructure Improvements for Travisso Phase 2, Section 1A
17. Dedication and Acceptance of Subdivision Infrastructure Improvements for Travisso Phase 2, Section 1B
18. Award of Bid for Bank Depository Services to Frost Bank

Mayor Fielder pulled item # 12 from the consent agenda for discussion

Motion made by Mayor Pro Tem Navarrette to approve the consent agenda except item # 12. Second by Council Member Siebold. Motion passes, all voting "aye"

Motion made by Council Member Lynch to approve item # 12 with the requested times and to come back to council for future pours and to modify backup noise. Second by Council Member Siebold. Motion passes, all voting "aye".

PUBLIC HEARING: ACTION

19. **Public Hearing** on Subdivision Case # 15-CP-002: Consider the Horseshoe Cove Concept Plan for 5.06 acres, more or less, generally located 680 feet from the southwest corner of the intersection of Horseshoe Drive and S. West Dr., on the south side of Horseshoe Drive, Leander, Williamson County, Texas *Applicant: David Coombs on behalf of Akram Amani*
Tom Yantis, Asst. City Manager explained

Action on Subdivision Case #15-CP-002: Horseshoe Cove Concept Plan, Leander, Williamson County, Texas

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

20. **Public Hearing** on Comprehensive Plan Amendment Case # 15-CPA-001: requesting change to the Transportation Plan proposing the relocation of San Gabriel Parkway generally located between N. Bagdad Road/CR 279 and the future extension of Lakeline Blvd., Leander, Williamson County, Texas *Applicant: Steven Crauford on behalf of Sixth Street Capital Investors, LP and Devine Land Investments, LLC*
The applicant has withdrawn their application
21. **Public Hearing** on Comprehensive Plan Amendment Case # 15-CPA-003: requesting change to the Transportation Plan proposing the relocation of the Lakeline Blvd. and San Gabriel Pkwy. intersection, Leander, Williamson County, Texas *Applicant: Danny Martin on behalf of J.L. Development, Inc. (John Lloyd)*
Tom Yantis, Asst. City Manager explained
Ercil Brashear 2995 Dawn Drive, Georgetown – representative for the adjoining property owner spoke about the realignment

Action on Comprehensive Plan Amendment Case # 15-CPA-003: a change to the Transportation Plan proposing the relocation of the Lakeline Blvd. and San Gabriel Pkwy. intersection, Leander, Williamson County, Texas

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

22. **Public Hearing** on Comprehensive Plan Amendment Case # 15-CPA-002: requesting change to the Community Center Node and a Neighborhood Center Node shown on the Future Land Use Plan to remove portions of the Community Center Node located at the future intersection of the Lakeline Blvd. and San Gabriel Pkwy and the Neighborhood Node located at the future intersection of Lakeline Blvd. and CR 280 that are located within their subdivision boundaries, Leander, Williamson County, Texas *Applicant: Danny Martin on behalf of J.L. Development, Inc. (John Lloyd)*
Tom Yantis, Asst. City Manager explained

Action on Comprehensive Plan Amendment Case # 15-CPA-002: a change to the Community Center Node and a Neighborhood Center Node shown on the Future Land Use Plan to remove portions of the Community Center Node located at the future intersection of the Lakeline Blvd. and San Gabriel Pkwy and the Neighborhood Node located at the future intersection of Lakeline Blvd. and CR 280 that are located within their subdivision boundaries, Leander, Williamson County, Texas

Motion made by Mayor Pro Tem Navarrette to deny based on the Planning & Zoning Commission recommendation. Second by Council Member Abruzzese. Motion passes, all voting “aye”

REGULAR AGENDA

23. Consider Interlocal Agreement regarding the Cedar Park-Leander Drought Contingency Project
Wayne Watts, City Engineer explained

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

24. Consider approval of an amendment to the agreement regarding consent to the creation of municipal utility districts and development of the Wedemeyer Ranch between the City of Leander, Howard Barkley Wedemeyer, Leander Municipal Utility District No. 1, Leander Municipal Utility District No. 2, and Leander Municipal Utility District No. 3
Tom Yantis, Asst. City Manager explained
- Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Siebold. Motion passes, all voting “aye”**
25. Consider approval of an Agreement Regarding Consent to Creation of Municipal Utility District and Development of the Lively Tract and consider approval of an Ordinance Confirming the City’s Consent to the Creation of the West Williamson County Municipal Utility District No. 2 and Incorporating Terms of the Consent Agreement into the Consent Ordinance
Tom Yantis, Asst. City Manager explained
- Motion made by Council Member Siebold to approve the Agreement and authorize City Manager to negotiate minor changes. Second by Mayor Pro Tem Navarrette. Motion passes, all voting “aye”**
26. Consider approval of an agreement regarding release of the Lively Tract from the Chisholm Trail Special Utility District water CCN between the City of Leander, Chisholm Trail Special Utility District, and the City of Georgetown
Tom Yantis, Asst. City Manager explained
- Motion made by Council Member Siebold to approve and authorize the City Manager to negotiate minor changes. Second by Mayor Pro Tem Navarrette. Motion passes, all voting “aye”**
27. Consider approval of an agreement regarding the extraterritorial jurisdiction release between the City of Georgetown, the City of Leander, Donald H. Lively Family Partnership, Ltd., and Sentinel Land Company, LLC
Tom Yantis, Asst. City Manager explained
- Motion made by Council Member Siebold to approve and authorize City Manager to negotiate minor changes. Second by Mayor Pro Tem Navarrette. Motion passes, all voting “aye”**
28. Consider approval of a wholesale wastewater services agreement between the City of Georgetown and the City of Leander to provide wastewater service to the Lively tract
Tom Yantis, Asst. City Manager explained
- Motion made by Council Member Siebold to approve and authorize City Manager to negotiate minor changes. Second by Mayor Pro Tem Navarrette. Motion passes, all voting “aye”**
29. Consider approval of a temporary wholesale water services agreement between the City of Georgetown and the City of Leander to provide water service to the Lively tract
Tom Yantis, Asst. City Manager explained
- Motion made by Council Member Siebold to approve and authorize City Manager to negotiate minor changes. Second by Mayor Pro Tem Navarrette. Motion passes, all voting “aye”**

Mayor Fielder pulled items number 30 & 31 from the agenda

EXECUTIVE SESSION

30. Convene into executive session pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property
31. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property
32. Council Members Closing Statements
Council Members gave their closing statements
33. Adjournment
With there being no further business, the meeting adjourned at 8:50 pm.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

May 7, 2015

Subject: Approval of a Special Permit for the Williamson County Amateur Radio Club to Use Devine Lake Park for Field Day June 26-28, 2015.

Background: The Williamson County Amateur Radio Club (WCARC) is requesting a special permit to hold their annual Field Day event in Devine Lake Park. A special event permit is needed because they are asking to use the park from Friday morning through Sunday afternoon during times that the park would be closed. The park is closed by Ordinance from 10 pm to 6 am daily and a curfew is in place when the park is closed.

The purpose of the event is to demonstrate the Club's ability to set up ham radio operations in the event that there is a local emergency so they can communicate with other ham radio stations throughout the Country. In the event of an emergency, ham radio can quickly become one of the only sources of communication to the outside world. They can get radio stations on the air without a power grid or the internet. Field Day is also an opportunity to demonstrate the Club's capabilities to local public officials and the community.

I have spoken with Chiefs Gardner and Minton and they are supportive of this event.

Financial Consideration: None.

Recommendation: Staff respectfully requests Council approval of a Special Permit for the Williamson County Amateur Radio Club to hold Field Day beginning Friday morning June 26th through Sunday afternoon June 28, 2015 in Devine Lake Park.

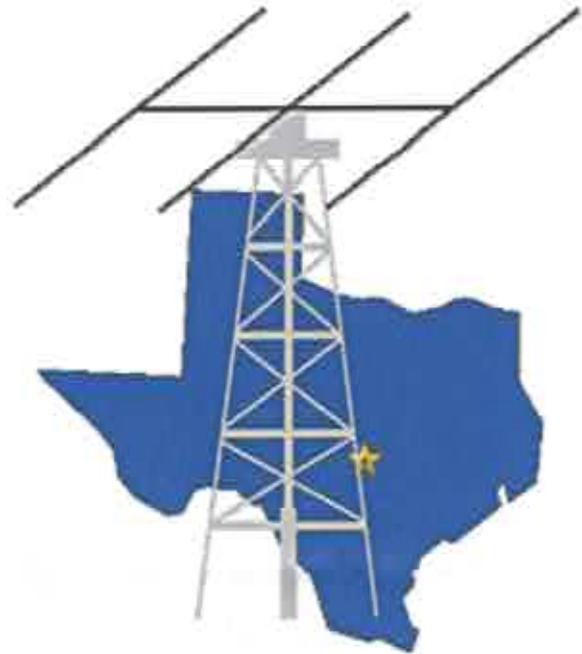
Attachments: WCARC letter request and special permit application

Prepared by: Stephen Bosak, Parks & Recreation Director

Williamson County Amateur Radio Club

April 17, 2015

Mr. Steve Bosak
City of Leander
Director, Parks and Recreation
406 Municipal Drive
Leander, TX 78641



Dear Mr. Bosak:

The Williamson Co. Amateur Radio Club has a membership of approximately 150 FCC licensed ham radio operators. Each year we participate in an event which demonstrates our ability to set up our ham radio stations should there be a local emergency and communicate with other ham radio stations throughout the USA. This annual event is known as **Field Day**.

In the event of an emergency, ham radio can quickly become one of the only sources of communication to the outside world. We can get our radio stations on the air absent the power grid and send email messages absent the use of the internet. Ham radio has an excellent record of service during many previous man-made and/or natural disasters. We also utilize Field Day as an opportunity to demonstrate our capabilities to local public officials and the community at large.

We are requesting a **Special Use Permit** beginning on Friday morning, June 26 through Sunday afternoon, June 28, 2015 to utilize **Devine Lake Park** for our Field Day activities. We will need permission to drive vehicles on the grass to set up our communication antennas and park the Williamson Co. Communication Bus and trailer for the weekend. We also request the use of the picnic shelter to provide food service for our operators. The actual Field Day event runs for 24 hours continuously from 1:00 PM on Saturday through 1:00 PM on Sunday.

Your sole contact for this activity will be Gene Howard, the WCARC Field Day Chairman. He will be glad to help in any way with all questions at (512) 913-3815.

Thank you so much for your help with this request.

Sincerely yours,

Michael C. Childers, President

Gene Howard, Field Day Chairman

512-986-4583
PHONE

PO BOX 1644 - GEORGETOWN, TX 78627
ADDRESS

WWW.WCARC.COM
URL



Special Event Permit Application

Phone: 512.259.2640 Fax: 512.528.8421

Applicant/Organization Name:

Williamson County Amateur Radio Club

Type of Organization:

Emergency Communications Service

Name & Contact Information of Responsible Individual:

Gene Howard

7230 Acacia Drive Leander, TX 78641

Address, State & Zip Code

(512)259-1152
Daytime Phone No.

(512)913-3815
Mobile Phone No.

K5LLA@ARRL.NET
Email Address

Description of Event (Provide the date and time, facilities needed, park location, describe activities, target audience and expected attendance, admission fees or other charges and proceeds recipient, type of entertainment to be provided, etc.)

Emergency Communications Drill 8am Friday, June 26 - 3pm Sunday, June 28, 2015. Setting up portable radio stations to communicate with other portable radio stations throughout USA to be prepared in the event of a natural or man made disaster. Public officials will be invited to witness our capability. open to public no fees

City Services Needed (Check all that apply)

Utilities: NO Electricity Yes Restrooms Yes Water

Sanitation/Litter Pick Up & Removal: X By City ___ By Others (Who) _____

Security: ___ By City By Others (Describe) CLUB MEMBERS

Will alcohol be served or sold? X No ___ Yes (If so, explain) _____

Will the proposed activity interfere or detract from the general public use of the area?

X No ___ Yes (If so, explain) _____

Will the proposed activity adversely impact or affect City, adjacent or nearby property owners?

No _____ Yes (If so, explain) _____

Will the activity cause or create health or safety risks to the public, or damage to other property?
 No _____ Yes (If so, explain) _____

Will the event require local or state permits, or violate any federal, state or municipal laws?
 No _____ Yes (If so, explain) _____

What measures will be taken to prevent/minimize adverse impacts or affects?

Yes **Proof of Insurance** (If required, the *Proof of Insurance* must include a general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$1 million, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall include the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of the permitted event, its officers, employees, agents, or contractors, relative to the permit, or otherwise within the public property identified in the permit. Applicant shall be responsible for any deductibles stated in the policy. The certificate of insurance evidencing such coverage shall be delivered to the City no later than 48 hours before the permitted event. Applicant shall not cause any insurance to be canceled nor permit any insurance to lapse during the permitted event.

Indemnification

By signing below, the Applicant hereby indemnifies, defends and holds harmless the City, its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by permitted activities.

The Applicant further understands that the Parks & Recreation Director may impose reasonable restrictions and conditions of the granting of a permit dependent upon the type and nature of the proposed activity and impacts on the park or community.

Michael C Childers President
Applicant Signature

April 21, 2015
Date

For Official Use Only.			
City services to be provided:	_____		
Fee (Amount): _____	Rec'd? _____	Security Deposit (Amount) _____	Rec'd _____
Restrictions/Special Conditions: _____			

APPROVALS: _____			
Police _____	Fire _____	Permits _____	City Manager _____
Other (Specify) _____		City Council (Date) _____	



Executive Summary

May 7, 2015

Subject: Consider Award of Contract for Managed Network Services

Background: Lightspeed Consulting's existing agreement with the City expired in April 2015. The City continues to utilize outsourced managed network services and foresees needing this support for the near term until in-house IT staff is added over the coming years.

The City issued a solicitation for Managed Network Services and received responses from seven (7) companies. Lightspeed Consulting has proposed the lowest fee for service and has scored the highest in the best value evaluation of all seven responses.

Financial Consideration: \$88,800 per year. (General Fund 01-10-5555 (34%); Library 01-06-5555 (33%); Utility Fund 20-01-5555 (33%))

Recommendation: Staff respectfully recommends that the Council award a two-year contract plus three, one-year renewals to Lightspeed Consulting and authorize the City Manager to enter into the agreement.

Attachments: Recommendation from City Purchasing Agent and Evaluation Matrix.

Prepared by: Paul Preston, Information Technology Director
Joy Simonton, Purchasing Agent



City of Leander

INTEROFFICE MEMO

DATE: April 10, 2015

TO: Paul Preston

FROM: Joy Simonton

RE: Recommendation for Award for Solicitation #S15-015 Managed Network Services

The Purchasing Division recommends the following award for Managed Network Services based on the best value evaluation process. Seven (7) responses were received. Twenty (20) HUBS were notified of the solicitation.

Vendor: Lightspeed Consulting.

Award: Two (2) consecutive twelve (12) month periods with three additional twelve (12) month renewals available.

JB

CC: FILE

Bid Info: City of Leander
 Information Technology Managed Network Services
 Solicitation No. #S15-015
 Opening: 3/26/2015

EVALUATION CRITERIA		Max Points	 Lightspeed Consulting	 OrangePeople	 Net Sales Direct	 Wolff Logics	 Computer Solutions	 mai Management Applications	 NETSYNC
Price and Score			25	24	20	19	14	13	12
Item #1	On-site Support 40 Hours Per Week		\$88,800.00	\$93,600.00	\$110,240.00	\$114,400.00	\$158,329.60	\$176,800.00	\$183,040.00
Item #2	On-site Support 20 Hours Per Week		\$57,600.00	\$46,800.00	\$34,320.00	\$67,600.00	\$139,131.20	\$88,400.00	\$100,880.00
Item #3	Remote Support 24/7/365		\$0.00	\$25.00	\$0.00	\$55.00	\$0.00	\$75.00	\$125.00
Item #4	Emergency Support 24/7/365		\$0.00	\$72.00	\$175.00	\$75.00	\$0.00	\$95.00	\$125.00
Item #5	Mark-up Percentage on Hardware		5-15%	25%	15%	20%	3%	10%	DIR
Item #6	Mark-up Percentage on Software		5-15%	25%	20%	20%	3%	10%	DIR
		25	\$88,800	\$93,600	\$110,240	\$114,400	\$158,330	\$176,800	\$183,040
Notes			Remote and emergency support is included at no additional charge.		Remote support is included at no additional charge.		Remote and emergency support is included at no additional charge.		
Project Team Qualifications		40	40	28	35	35	40	40	20
Respondent qualifications meet City's needs; size of staff and organization; certification(s) in place;			Exceptional qualifications. Adequate staff size. Acceptable certifications. City's current service provider.	Adequate qualification. Limited detail on certifications. Limited detail on staff size.	Adequate qualifications and certifications. Adequate staffing level.	Adequate qualifications. Some certifications with some graduates. Adequate staff size.	Exceptional qualifications. Adequate staff size. Acceptable certifications.	Exceptional qualifications and certifications. Adequate staffing level.	Limited detail on qualifications and certifications. Notes 130 staff members.
Proposed Approach and Service Level		20	20	18	15	18	15	15	18
Approach and services meet City's needs; subs used;			Acceptable, known approach and back-up plan. No subs used.	Acceptable back-up plan. No detail on subs.	Acceptable approach. Limited detail on back-up plan. No subs used.	Acceptable approach. Back-up plan may not interface with City's current infrastructure. No subs used.	Limited detail on back-up plan. No subs used.	Limited detail on back-up plan. No subs used.	Acceptable but "sample" back-up plan. Limited detail on subs.
References		15	15	13	15	15	12.5	13	14
Reference checks			Current vendor. Excellent customer service and restorative services.	See reference check scoring sheets.	See reference check scoring sheets.	See reference check scoring sheets.	See reference check scoring sheets.	See reference check scoring sheets.	See reference check scoring sheets.
TOTAL:		100	100	83	85	87	82	81	64

AWARD



Executive Summary

May 7, 2015

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Connelly's Crossing, Phase 2

Background: The subdivision infrastructure improvements required for Connelly's Crossing, Phase 2 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on **May 7, 2015**, which will provide warranty and maintenance coverage for the infrastructure improvements through **May 7, 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 Connelly's Crossing, Phase 2.

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

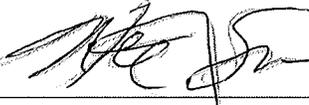
Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

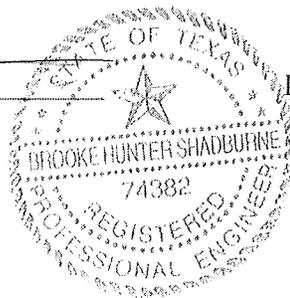
ENGINEER'S CONCURRENCE LETTER
FOR FINAL INSPECTION AND ENGINEERING RELEASE

DATE: April 13, 2015
PROJECT NAME: Connelly's Crossing Phase 2
ADDRESS: Peregrine Way and Sonny Drive
Leander, Texas 78641

On this day, April 13, 2015 I, the undersigned professional engineer, made a final visual inspection of the above referenced project. I also have visited the site during construction and observed that the streets, water, waste water, parking, grading, drainage structures and utilities were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of all the above mentioned items.

Signature:

By:  _____ Date: 4/13/15
Hunter Shadburne, P.E.



MAINTENANCE BOND
Subdivision Improvements

Bond No. 1034067

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 Eighty Eight Thousand One Hundred & 02/100's Dollars (\$88,100.02) 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 Connelly's Crossing Section 2 (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

DNT CONSTRUCTION FINAL COST AND QUANTITIES

CONTRACT: Connelly's Crossing Phase 2

BONDED ITEMS

Erosion Control					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Silt Fence	1440	LF	\$ 2.88	\$4,147.20
2	Inlet Protection	9	EA	\$ 76.70	\$690.30
3	Tri Filter Dike	350	LF	\$ 5.31	\$1,858.50
4	SCE	1	EA	\$ 1,003.00	\$1,003.00
5	Reveg (ROW, Spoil Staging, Channels)	18046	SY	\$ 1.90	\$34,287.40
6	Diversion Berm	439	LF	\$ 2.09	\$917.51
7	Rock Berm	85	LF	\$ 18.35	\$1,559.75
8	6" Earth Berm Every 50' In Channel	5.00	EA	\$ 227.33	\$1,136.65
					\$45,600.31

Streets					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Clear/Grub/Prep ROW/Lot Area	10.75	AC	\$ 7,686.76	\$82,632.67
2	Excavation/Embankment	1	LS	\$ 9,683.26	\$9,683.26
3	6" STD Subgrade Prep (1' BOC)	9110	SY	\$ 1.98	\$18,037.80
4	8" Compacted Flex Base Material (1' BOC)	5344	SY	\$ 8.33	\$44,515.52
5	12" Compacted Flex Base Material (1' BOC)	989	SY	\$ 12.71	\$12,570.19
6	1.5" HMAC Pavement	4405	SY	\$ 9.25	\$40,746.25
7	2.0" HMAC Pavement	876	SY	\$ 11.87	\$10,398.12
8	6" Concrete Curb and Gutter(295 at pond)	2945	LF	\$ 13.76	\$40,523.20
9	Ribbon Curb At Temp Drive	108	LF	\$ 12.05	\$1,301.40
10	5.5" Concrete Paving Alleys	2246	SY	\$ 43.88	\$98,554.48
11	Concrete Valley Gutter	2	EA	\$ 4,987.86	\$9,975.72
12	4' Concrete Sidewalks	0	LF	\$ -	\$0.00
13	6' Concrete Sidewalks	276	LF	\$ 27.05	\$7,465.80
14	Pedestrian Ramps	8	EA	\$ 1,829.65	\$14,637.20
15	Concrete Driveways	73	SY	\$ 73.99	\$5,401.27
16	Traffic Signage and Striping	1	LS	\$ 9,723.20	\$9,723.20
17	Street End Barricade	1	EA	\$ 767.00	\$767.00
					\$406,933.08

Water Utilities					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	8" PVC DR 14	1,197.00	LF	\$ 36.00	\$43,092.00
2	12" PVC DR 14	209	LF	\$ 58.66	\$12,259.94
3	6" DI CL 350	81	LF	\$ 48.55	\$3,932.55
4	8" Gate Valve	5	EA	\$ 1,414.10	\$7,070.50
5	12" Gate Valve	1	EA	\$ 2,325.61	\$2,325.61
6	8" Wet Connection	1	EA	\$ 891.29	\$891.29
7	12" Wet Connection	1	EA	\$ 1,046.72	\$1,046.72
8	5-1/4 Fire Hydrant Assembly	4	EA	\$ 3,971.67	\$15,886.68
9	Double Water Service	17	EA	\$ 1,431.10	\$24,328.70
10	Single Water Service	1	EA	\$ 1,473.54	\$1,473.54
11	Relocate Existing ARV	1	EA	\$ 1,210.63	\$1,210.63
12	New Air Release Valve	1	EA	\$ -	\$0.00
13	Blow Off	1	EA	\$ 1,360.58	\$1,360.58
14	Remove Existing Blow Off and Install @ End Of Line	1	EA	\$ 1,360.58	\$1,360.58
15	Remove Existing Blow Off	1	EA	\$ 448.08	\$448.08
16	Trench Safety	1,561	LF	\$ 0.59	\$920.99
					\$117,608.39

Wastewater Utility					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	8" PVC SDR-26 WW Line (0-8')	821	LF	\$ 36.20	\$29,720.20
2	8" PVC SDR-26 WW Line (8-10')	584	LF	\$ 39.93	\$23,319.12
3	8" PVC SDR-26 WW Line (10-12')	28	LF	\$ 76.07	\$2,129.96
4	4" Dia WW Manhole	9	EA	\$ 4,433.69	\$39,903.21
5	Double Wastewater Service	17	EA	\$ 1,895.02	\$32,215.34
6	Single Wastewater Service	1	EA	\$ 966.38	\$966.38

DNT CONSTRUCTION FINAL COST AND QUANTITIES

CONTRACT: Connelly's Crossing Phase 2

7	Tie To Existing WW Stub	2	EA	\$ 955.17	\$1,910.34
8	Trench Safety	1,208	LF	\$ 1.18	\$1,425.44
					\$131,589.99

Drainage					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	18" RCP CL III	517.00	LF	\$ 51.38	\$26,563.46
2	24" RCP CL III	363	LF	\$ 61.76	\$22,418.88
3	30" RCP CL III	49	LF	\$ 76.90	\$3,768.10
4	4' Storm Sewer Manhole	4	EA	\$ 2,695.24	\$10,780.96
5	10" Standard Curb Inlet	6	EA	\$ 4,519.72	\$27,118.32
6	18" Set W/ Diss	1	EA	\$ -	\$0.00
7	24" Conc Headwall	1	EA	\$ 4,348.05	\$4,348.05
8	30" Conc Headwall	1	EA	\$ 4,549.83	\$4,549.83
9	Channel (Earthen)	1	LS	\$ 12,274.86	\$12,274.86
10	Mortared Rock Riprap	5	SY	\$ 64.90	\$324.50
11	Trench Safety	1,225	LF	\$ 1.18	\$1,445.50
12	Staking Incl Above				
					\$113,592.46

Pond					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	Clear/Grub	0.43	AC	\$ 606.98	\$261.00
2	Excavation/Embankment	1	LS	\$ 6,253.49	\$6,253.49
3	Mortared Rock Rubble	64	SY	\$ 64.90	\$4,153.60
4	Concrete Swale	235	SF	\$ 13.11	\$3,080.85
5	6' Wide Conc Flume	75	SF	\$ 22.42	\$1,681.50
6	Outflow Structure	1	EA	\$ 5,739.23	\$5,739.23
7	6" PVC	37	LF	\$ 39.65	\$1,467.05
8	Riser Pipe/Trash Rack	1	EA	\$ 3,109.30	\$3,109.30
9	Reveg	2,087	SY	\$ 2.04	\$4,257.48
10	Emergency Shut Off Valve	1	EA	\$ 1,164.83	\$1,164.83
11	Slotted Curb	60	LF	\$ 33.63	\$2,017.80
					\$33,186.13

CHANGE ORDER #1					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	Add 30" RCP CL III	125.00	LF	\$ 76.90	\$9,612.50
2	Add 18" RCP CL III	69	LF	\$ 51.38	\$3,545.22
3	Delete 24" RCP CL III	(113)	LF	\$ 61.76	(\$6,978.88)
4	Add Channel (Earthen)	1,207	CY	\$ 2.75	\$3,319.25
5	Additional Excavation	772	CY	\$ 1.72	\$1,327.84
6	10' Curb Inlet	2	EA	\$ 4,519.72	\$9,039.44
					\$19,865.37

CHANGE ORDER #2					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	3x3 Grate Inlet	1	EA	\$ 2,315.69	\$2,315.69
2	18" CL III RCP	40	LF	\$ 51.38	\$2,055.20
3	Hoe Ram Mobilization	1	LS	\$ 1,200.00	\$1,200.00
					\$5,570.89

CHANGE ORDER #3					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	Parking Space Valley Gutters	1	LS	\$ 7,053.53	\$7,053.53
					\$7,053.53

TOTAL BONDED ITEMS \$881,000.15

DNT CONSTRUCTION FINAL COST AND QUANTITIES

CONTRACT: Connelly's Crossing Phase 2

NON-BONDED ITEMS

Streets					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
18	Mailbox Pad	1	EA	\$ 1,064.95	\$1,064.95
1	Mass Grading Lot Area Per Sheet 16	1	LS	\$ 48,754.32	\$48,754.32
					\$49,819.27

Dry Utilities

GENERAL IMPROVEMENTS					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	Mobilization, Supervision, Layout (Bid Bond Included)	1	LS	\$ 21,500.00	\$21,500.00
					\$21,500.00

ELECTRIC IMPROVEMENTS					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	3' SCH 40 CONDUIT	3,845.00	LF	\$ 16.99	\$65,326.55
2	Transformer Pads	3	EA	\$ 1,775.00	\$5,325.00
3	Above Ground Pedestal	21	EA	\$ 450.00	\$9,450.00
4	56 Combo Pad	1	EA	\$ 2,600.00	\$2,600.00
5	56 Enclosure	1	EA	\$ 650.00	\$650.00
6	74 Combo Pad	2	EA	\$ 3,200.00	\$6,400.00
7	74 Enclosure	2	EA	\$ 800.00	\$1,600.00
					\$91,351.55

GAS IMPROVEMENTS					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	4" Poly Pipe	225.00	LF	\$ 6.00	\$1,350.00
2	2" Poly Pipe	1,165	LF	\$ 3.50	\$4,077.50
3	3/4" Poly Pipe	570	LF	\$ 3.50	\$1,995.00
4	Service taps	21	EA	\$ 150.00	\$3,150.00
5	2" Crossing Sleeves	440	LF	\$ 3.00	\$1,320.00
6	4" Crossing Sleeves	200	LF	\$ 4.00	\$800.00
7	6" Crossing Sleeves	140	LF	\$ 6.00	\$840.00
8	2" Gas Valve	1	EA	\$ 650.00	\$650.00
9	4" Gas Valve	2	EA	\$ 900.00	\$1,800.00
10	Poly Tie-Ins	1	EA	\$ 1,775.00	\$1,775.00
					\$17,757.50

STREET LIGHT IMPROVEMENTS					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	STREET LIGHTS	12	EA	\$ 3,133.00	\$37,596.00
					\$37,596.00

CHANGE ORDER #4					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	Credit for Mailbox Pad	-1	LS	\$ 1,064.95	(\$1,064.95)
					(\$1,064.95)

TOTAL NON-BONDED ITEMS

\$216,959.37

TOTAL CONTRACT

\$1,097,959.52

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

STATE OF TEXAS :
COUNTY OF WILLIAMSON :

Date: 4/21/15

Developer: CONTINENTAL HOMES OF TEXAS, LLC

Contractor/Material
Provider ("Affiant"): DNT CONSTRUCTION

Project: Connelly's Crossing Phase 2

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies 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. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 21 day of April, 2015.

Initialed: JAG

AFFIANT:

Signature: Jason A. Gray

Typed Name: JASON A. GRAY

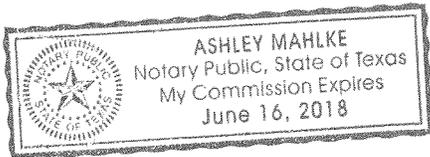
Title: VICE PRESIDENT

STATE OF TEXAS :
:
COUNTY OF Williamson :

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of April 2015

[S E A L]



Ashley Mahlke
Notary in and for the State of Texas

Name: Ashley Mahlke

My commission expires:
June 16, 2018

Initialed: _____



Executive Summary

May 7, 2015

Council Agenda Subject: Consider Acceptance of Subdivision Infrastructure Improvements for Cold Springs, Section 7.

Background: The subdivision infrastructure improvements required for Cold Springs, Section 7 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on May 7, 2015 which will provide warranty and maintenance coverage for the infrastructure improvements through May 7, 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.

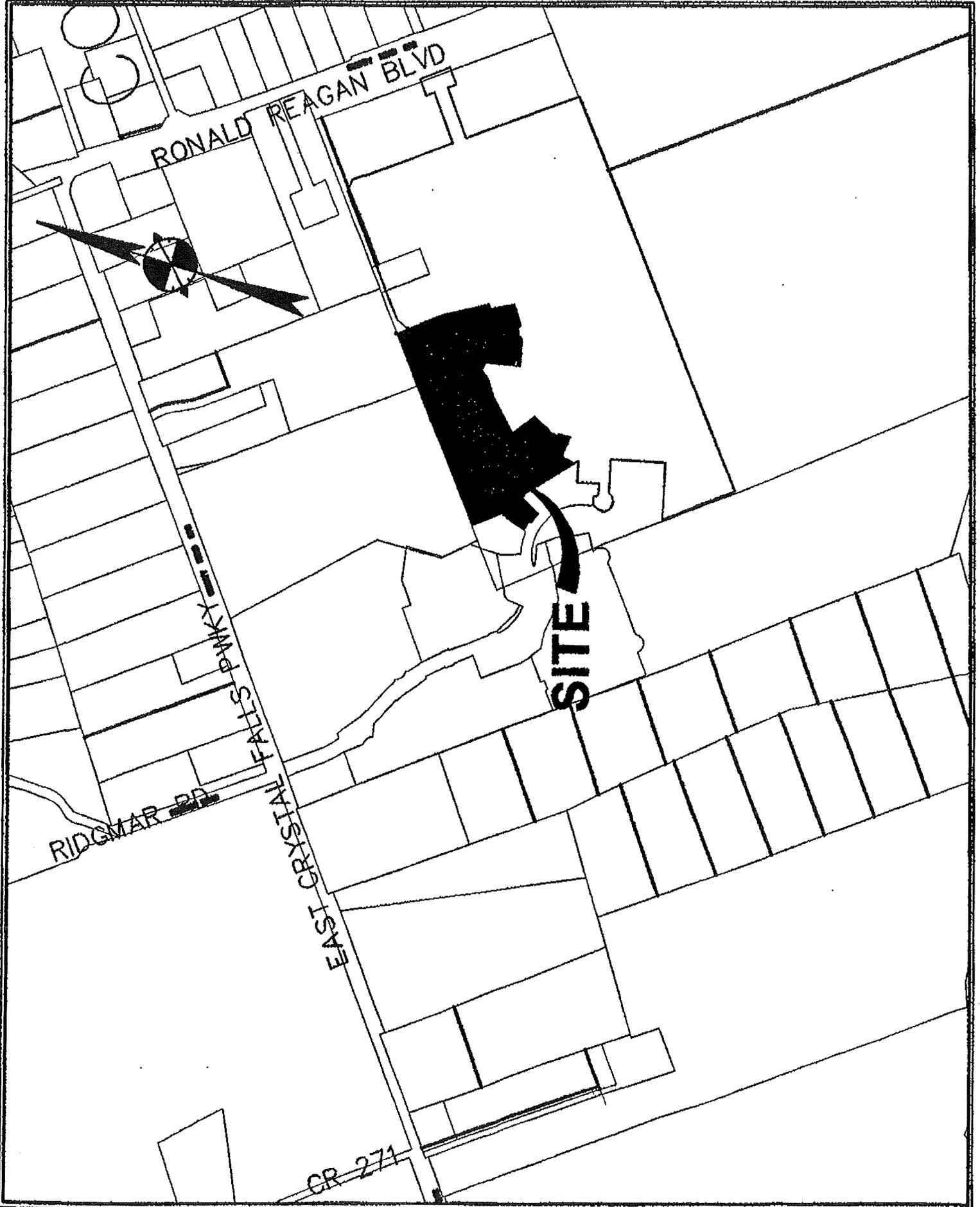
Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Cold Springs, Section 7.

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



RONALD REAGAN BLVD

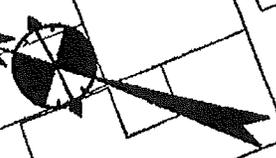
RIDGMAR RD

FALLS POND PKWY

EAST CRYSTAL ISLE

CR 271

SITE



**ENGINEER'S CONCURRENCE
FOR PROJECT ACCEPTANCE**

PROJECT: Cold Springs Section Seven

Date: March 27, 2015

Owner's Name and Address

Consultant Engineer's
Name and Address

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

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

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

Leander punch list items



RBN

Randall B. Nixon, P.E.

91097

Texas Registration Number

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

Bond Number: 1036815

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that DNT Construction, LLC
as Principal, whose address is 2300 Picadilly, Round Rock, Texas 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 Oblige, in the penal sum
of Sixty-Eight Thousand, Six Hundred Seventy-Six and 80/100's Dollars
(\$ 68,676.80) 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 Paving, Drainage, Water, Wastewater,
Improvements for Cold Springs Subdivision Section Seven
(insert description of subdivision improvements) (the "improvements") pursuant to the
ordinances of the Oblige, which ordinances are hereby expressly made a part hereof as though
the same were written and embodied herein;

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

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

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

DNT CONSTRUCTION Final Cost and Quantities

CONTRACT: Cold Springs Section 7

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

BONDED ITEMS

STREET IMPROVEMENTS					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Mobilization, Layout, Supervision	1	LS	\$ 47,000.00	\$47,000.00
2	Clear & Grub Site	11.76	AC	\$ 1,650.00	\$19,404.00
3	Excavation R.O.W. to R.O.W.	11574	SY	\$ 1.70	\$19,675.80
4	Subgrade Prep. 1 ft. behind curb	7756	SY	\$ 1.65	\$12,797.40
5	12 inch base 1 ft. behind curb	1210	SY	\$ 13.00	\$15,730.00
6	8 inch base 1 ft. behind curb	6546	SY	\$ 6.50	\$42,549.00
7	1.5 inch HMAC	6404	SY	\$ 7.75	\$49,631.00
8	6" Curb and Gutter, excl. inlets & transitions	3726	LF	\$ 12.50	\$46,575.00
9	4' Sidewalk	185	LF	\$ 18.00	\$3,330.00
10	ADA Ramps	4	EA	\$ 800.00	\$3,200.00
11	Street Sign with Stop sign	2	EA	\$ 725.00	\$1,450.00
13	Import Fill Material	5000	CY	\$ 7.25	\$36,250.00

\$297,592.20

DRAINAGE IMPROVEMENTS					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	10 ft. Curb Inlet, incl. transitions	11	EA	\$ 4,400.00	\$48,400.00
2	18 inch Class III RCP	560	LF	\$ 37.00	\$20,720.00
3	24 inch Class III RCP	466	LF	\$ 46.00	\$21,436.00
4	24 inch Class IV RCP	302	LF	\$ 56.00	\$16,912.00
5	36 inch Class III RCP	6	LF	\$ 136.00	\$816.00
6	4' SS Manhole	1	EA	\$ 2,300.00	\$2,300.00
7	5' SS Manhole	1	EA	\$ 3,200.00	\$3,200.00
8	Remove 18" existing sloped headwall	1	EA	\$ 425.00	\$425.00
9	Remove 24" existing sloped headwall	1	EA	\$ 425.00	\$425.00
10	Trench Safety	1334	LF	\$ 1.00	\$1,334.00

\$115,968.00

WATER IMPROVEMENTS					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	8 inch, C900, SDR-14	2,055.00	LF	\$ 29.00	\$59,595.00
2	Fire Hydrant incl. lead pipe and 6" gate valve	3	EA	\$ 4,150.00	\$12,450.00
3	8 inch gate valve	2	EA	\$ 1,350.00	\$2,700.00
4	Double service, long side	13	EA	\$ 1,450.00	\$18,850.00
5	Double service, short side	11	EA	\$ 1,125.00	\$12,375.00
6	Single service, long side	1	EA	\$ 950.00	\$950.00
7	Single service, short side	2	EA	\$ 700.00	\$1,400.00
8	1" Irrigation Service	1	EA	\$ 950.00	\$950.00
9	Tie to existing 8" waterline	3	EA	\$ 650.00	\$1,950.00
10	Trench Safety	2,055	LF	\$ 0.50	\$1,027.50

\$112,247.50

WASTEWATER IMPROVEMENTS					CONTRACT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	8 inch PVC SDR 26, 0-8 ft. (FROM PROP. GROUND)	1,120	LF	\$ 30.00	\$33,600.00
2	8 inch PVC SDR 26, 8-10 ft. (FROM PROP. GROUND)	750	LF	\$ 35.00	\$26,250.00
3	Manholes, 4 ft. dia. 0-8 ft.	8	EA	\$ 3,400.00	\$27,200.00
4	Manholes, extra depth.	1	VF	\$ 325.00	\$325.00
5	Cleanout	1	EA	\$ 500.00	\$500.00
6	Double service, long side	14	EA	\$ 1,425.00	\$19,950.00
7	Double service, short side	11	EA	\$ 1,175.00	\$12,925.00
8	Single service, long side	-	EA	\$ -	\$0.00
9	Single service, short side	2	EA	\$ 750.00	\$1,500.00
10	Tie to existing 8" wastewater line	3	EA	\$ 500.00	\$1,500.00
11	Trench Safety	1,870	LF	\$ 1.00	\$1,870.00

DNT CONSTRUCTION Final Cost and Quantities

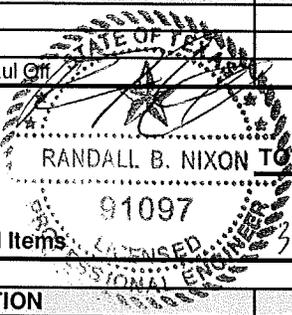
CONTRACT: Cold Springs Section 7

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

\$125,620.00

EROSION CONTROL & RESTORATION					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	Silt Fence	2,985	LF	\$ 2.75	\$8,208.75
2	Silt Fence at BOC	4,056	LF	\$ 2.75	\$11,154.00
3	Inlet Protection Type II	11	EA	\$ 80.00	\$880.00
4	Stabilized Construction Entrance	1	EA	\$ 1,000.00	\$1,000.00
					\$21,242.75

Change Order #1					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
4	Place Surplus Spoils on Lots	1,810	CY	\$ 1.25	\$2,262.50
5	Drainage Swale Excavation	1,998	CY	\$ 2.50	\$4,995.00
6	Hand Clearing Underbrush and Haul Off	1	LS	\$ 6,840.00	\$6,840.00
					\$14,097.50



TOTAL BONDED ITEMS

\$686,767.95

Non-Bonded Items

Street Improvements					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	Gas Improvements	1	LS	\$ 23,530.00	\$23,530.00
2	Electric Improvements	1	LS	\$ 115,640.00	\$115,640.00
3	Street Lights	14.00	EA	\$ 2,000.00	\$28,000.00
12	Lot Grading, per padded lot AGP	53	EA	\$ 600.00	\$31,800.00
					\$198,970.00

Change Order #1					CONTRACT AMOUNT
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	
1	Lot/Street Cut	(451)	CY	\$ 2.50	(\$1,127.50)
2	Lot/Street Fill	(9,465)	CY	\$ 1.25	(\$11,831.25)
3	Import Fill Material	(5,000)	CY	\$ 7.25	(\$36,250.00)
					(\$49,208.75)

TOTAL NON-BONDED ITEMS \$149,761.25

TOTAL CONTRACT \$836,529.20

AFFIANT:

Signature: Jason A. Gray

Typed Name: JASON A. GRAY

Title: VICE PRESIDENT

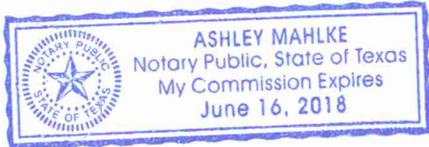
STATE OF TEXAS '

COUNTY OF Williamson '

BEFORE ME the undersigned authority on this day personally appeared Jason A. Gray, 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 20 day of April 2015

[S E A L]



Ashley Mahlke
Notary in and for the State of Texas

Name: Ashley Mahlke

My commission expires:
June 16, 2018

Initialed: _____



Executive Summary

May 7, 2015

Council Agenda Subject: Ordinance of The City of Leander, Texas, Amending Article 13.02.004 Governing Voluntary Disconnection of Utilities And Prescribing Changes In Refund Policies.

Background: The proposed ordinance change would discontinue mailing utility account refunds that are less than \$5.00 unless the customer specifically requests the refund. In many instances, refund checks go uncashed which result in staff time voiding the check and tracking the outstanding balances. In addition, this change would allow the City Manager the authority to designate these funds as they accumulate to another project or purpose. We currently have 206 accounts with a total refund due balance of \$307 that fall in this category.

Origination: Jo Ann Perez, Utility Billing Supervisor
Robert G. Powers, Finance Director

Financial Consideration:

Recommendation: Approval

Attachments: Ordinance

Prepared by: Robert G. Powers, Finance Director

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ARTICLE 13.02.004 GOVERNING VOLUNTARY DISCONNECTION OF UTILITIES AND PRESCRIBING CHANGES IN REFUND POLICIES; PROVIDING FOR SEVERABILITY, AN OPEN MEETING CLAUSE, AN EFFECTIVE DATE; AND PROVIDING FOR ~~—~~RELATED MATTERS.

WHEREAS, the public health, safety and welfare, require the adoption and enforcement of codes governing the provision of public utilities and services within the City of Leander, Texas; and

WHEREAS, the public health, safety and welfare will be served by updating certain codes heretofore adopted by the City; and

WHEREAS, it is necessary to establish fees and charges for the purpose of recovering the cost and expense of providing utility services to customers of the City of Leander; and

WHEREAS, it is appropriate for the costs and expenses for providing utility services to be funded by user fees collected from persons and entities receiving the benefit of such services.

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

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

Section 2. Amendment of Section 13.02.004 of the Leander Code of Ordinances (the “Code”), is hereby amended in its entirety to read as follows:

Sec. 13.02.004 Voluntary disconnection

Water customers wishing to discontinue the use of water and wastewater service shall give notice thereof to the city water department. The customer’s deposit shall be applied to any outstanding balance then due and the remainder, if ~~any~~equal to or greater than \$5.00, shall be refunded upon the termination of utility service. Failure to give such notice shall render such water customer liable for the payment of all water and wastewater bills to the premises until such notice has been given. Refund amounts less than \$5.00 shall be refunded upon written request from the customer if the request is made within thirty-six (36) months of termination of utility service. The City Manager is authorized to designate all or any portion of non-refunded customer credit amounts less than \$5.00 for other municipal purposes.

Section 3. 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 utilities and utility fees 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 4 Effective Date. This Ordinance shall be in full force and effect after final passage and publication in the manner required by the Texas Local Government Code and the Charter.

Section 5. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any section, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid section, paragraph, sentence, clause or phrase. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED on this 7th day of May, 2015.

ATTEST:

CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor



Executive Summary

May 7, 2015

Agenda Subject: Consider a one-time only exception to the Personnel Policy to allow for employees to donate vacation time.

Background: At this time, our current personnel policy does not allow for donation of vacation time, but we are considering a one-time exception for this circumstance. Human Resources has been discussing adopting a vacation donation policy that would provide a context to allow employees to help their peers during times of true hardship. Although the policy has been written, it is a part of a personnel policy rewrite that is incomplete and has not yet been submitted for approval.

We have an employee with a true need. We would like to try to address this specific need and use this opportunity to evaluate whether adopting a vacation donation policy could be a realistic, manageable best practice for the City moving forward.

We have a long term employee who has a serious health condition and, although eligible for FMLA leave for job protection, has no paid leave. As a part time employee per city policy, this person is ineligible for paid leave and has no medical coverage through the city or any other source.

If employees would like to donate hours from their vacation balance in one hour increments, they will be asked to complete a form and return to Human Resources. Finance will process the donated vacation hours and pay the employee with those hours.

Origination: Human Resources

Recommendation: n/a

Attachments: None

Prepared by: Cindy Hignite, PHR, Human Resources Director



Executive Summary

May 07, 2015

Agenda Subject: Zoning Case 15-Z-007: Hold a public hearing and consider action on the rezoning 1.7 acres more or less of Lot 1, Block A of the Village Subdivision, located at 801 Apache Trail, WCAD ID #R487426. Currently, the property is zoned GC-3-C (General Commercial) the applicant is proposing to zone the property to MF-2-B (Multi-Family), Leander, Williamson County, Texas.

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

Origination: Applicant: Josh Becker on behalf of Mike O'Dell.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the April 24, 2015 meeting with the following conditions:

1. A six (6') foot masonry wall is required to be constructed adjacent to the single-family development.
2. Access to the site will be provided by the existing driveway, any other driveways will be for emergency access only.
3. No parking modules, drive aisles, driveways, garages or similar facilities are permitted between the building(s) closets to the street(s) and the street frontage.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Proposed Zoning Map
4. Aerial Map
5. Letter of Intent
6. Letter from Neighborhood
7. Ordinance
8. Minutes–Planning & Zoning Commission April 23, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager

04/29/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-007
801 Apache Trail

GENERAL INFORMATION

Owner: 2400 Bagdad, LLC.

Current Zoning: GC-3-C (General Commercial)

Proposed Zoning: MF-2-B (Multi-Family)

Size and Location: The property is located at 801 Apache Trail and is a 1.7 acre tract, more or less, of The Village Lot 1, Block A

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	LC-2-B	Developed Single Family Home located in a local commercial zoned property
EAST	SFE-2-B	Developed Single Family Homes, Timberline West Section 2 Subdivision
SOUTH	SFE-2-B	Developed Single Family Homes, Ridge Oak Sec. 1 Subdivision
WEST	GC-3-C	Developed tenant space: Young Minds Montessori Preschool

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:**GC – GENERAL COMMERCIAL:**

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

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

MF – MULTI-FAMILY:

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

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

SITE COMPONENT:**TYPE 2:**

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

Intent:

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

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

- (1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.
- (2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
- (3) This component is intended to be combined with LO, LC, GC, LI and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

ARCHITECTURAL COMPONENTS:

TYPE B:

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

Intent:

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

TYPE C (non-residential only):

Features: 35% masonry (60% street facing); 3 or more architectural features.

Intent:

- (1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, LI and HI use components for intermediate quality development.
- (2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.
- (3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN STATEMENTS:

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

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

ANALYSIS:

The property is presently zoned as a GC-3-C (General Commercial) district and the applicant is requesting to rezone the eastern 1.7 acre portion of the property to a MF-2-B (Multi-Family) district to facilitate the development of apartment homes. The property is located at 801 Apache Trail, which is the northeast corner of the intersection of Apache Trail and S. Bagdad Rd. The adjacent properties to the east and south contain existing single family homes. The property to the west of this site is developed tenant space which is presently occupied by Young Minds Montessori Preschool. The property to the north is zoned as a LC-2-B (Local Commercial) district and is presently vacant.

The property is not located within a development node and is situated between a Neighborhood Center Development Node and a Community Center Node. It falls completely within the residential defined area per the Future Land Use Map. The intent of the MF use component is to serve as a buffer between single family neighborhoods and more intensive commercial uses or arterial roadways. This component intends to create more variety of housing in the community, but is to be utilized in small areas to avoid large contiguous tracts of solely multi-family development. Access for this use component should be provided by a collector or higher classification street.

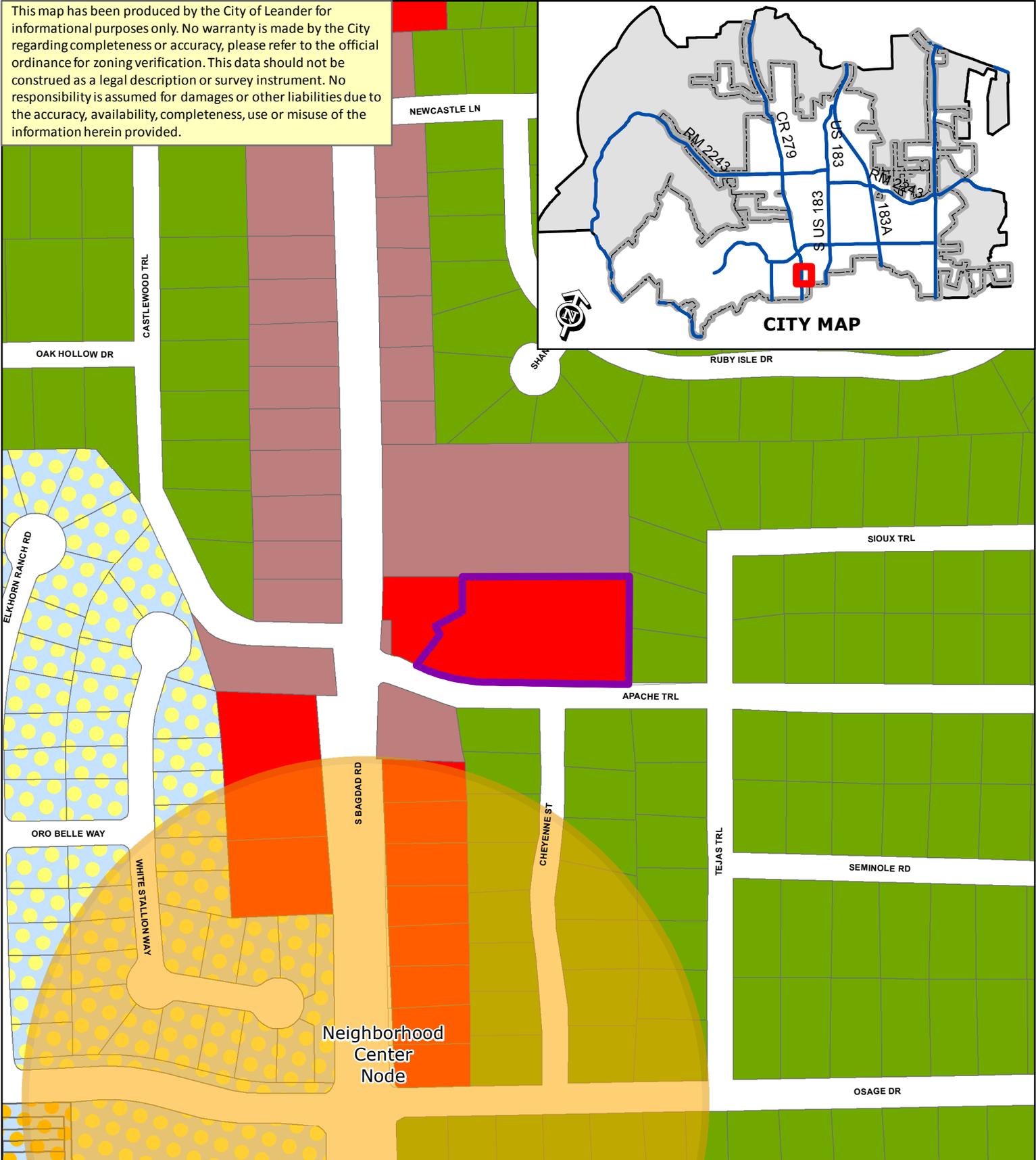
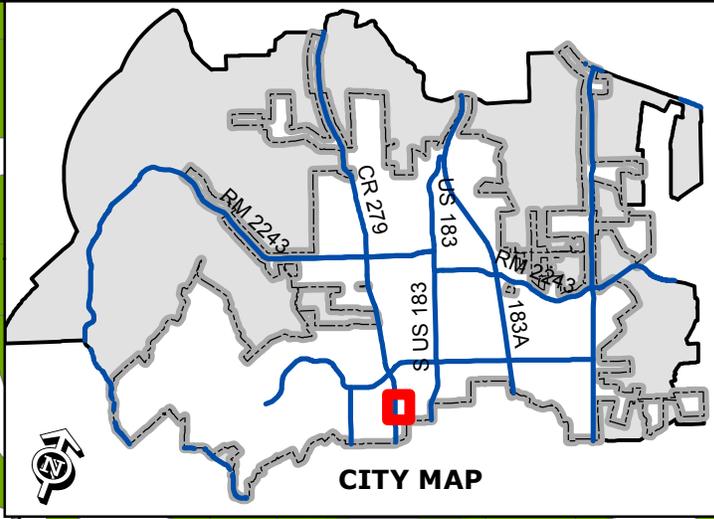
The change to the Type B Architectural Component would require 85% masonry on all first stories and 50% masonry on each additional story. Front primary building façades would be required to have four architectural design features incorporated into them. The building height for the apartment homes would be limited to 35 ft at a distance of 25 ft plus one foot increase in height for each one foot increase in setback beyond 25 ft from a permanent single-family or two family zoned districts. Otherwise, the maximum primary building / structure height for any multi-family associated building is 45 ft. Furthermore, the Type B Architectural Component would limit the unit density to 18.0 units/acre.

At 1.7 acres the applicant could build a maximum of 30 units with minimum unit sizes as outlined in the MF use component. The applicant's intent letter denotes that he would consider construction of 20 – 24 units as apartment homes. The site for the apartments would have primary access off of a local residential street (Apache Trail), but it is located within 250 ft of S. Bagdad Rd.

STAFF RECOMMENDATION:

The applicant's request meets the majority of the intent statements for the MF Use Component. It would serve as a buffer between single family neighborhoods and more intensive commercial uses and an arterial roadway (S. Bagdad Rd.), and the request is proposed for a small area while avoiding 25 and larger contiguous acres of MF. Furthermore, the request brings the identified piece of property into more compliance with the City's adopted Future Land Use Plan, as it is located within a residentially identified area and is changing the land use to one that is more residential in nature. Staff recommends approval of the zone change from GC-3-C to MF-2-B, seeing that the request is in compliance with the intent statements of the Composite Zoning Ordinance and goals of the Future Land Use Plan.

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



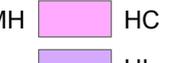
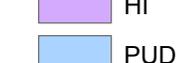
ZONING CASE 15-Z-007

Attachment #2

Current Zoning
801 Apache Trail

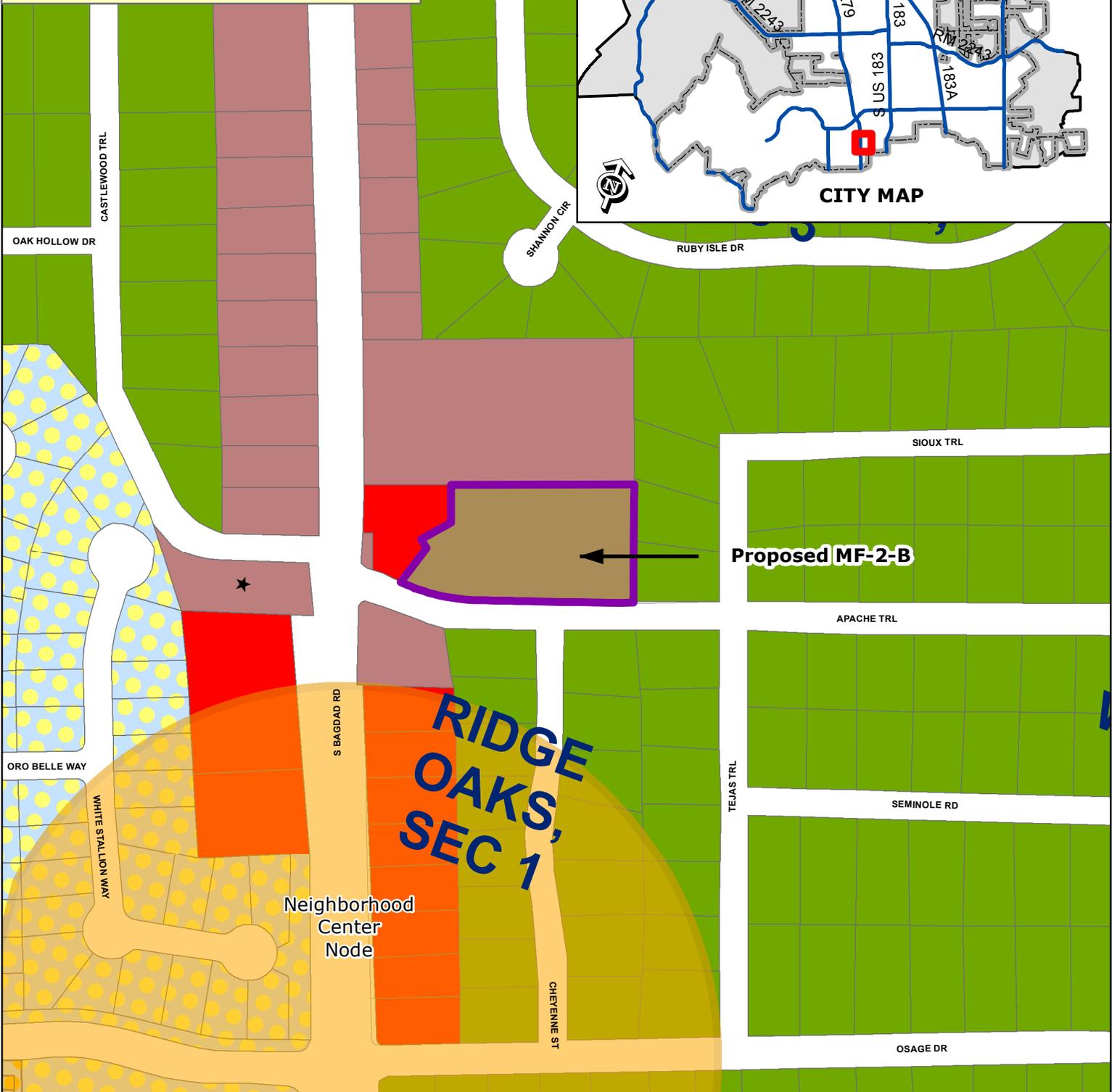
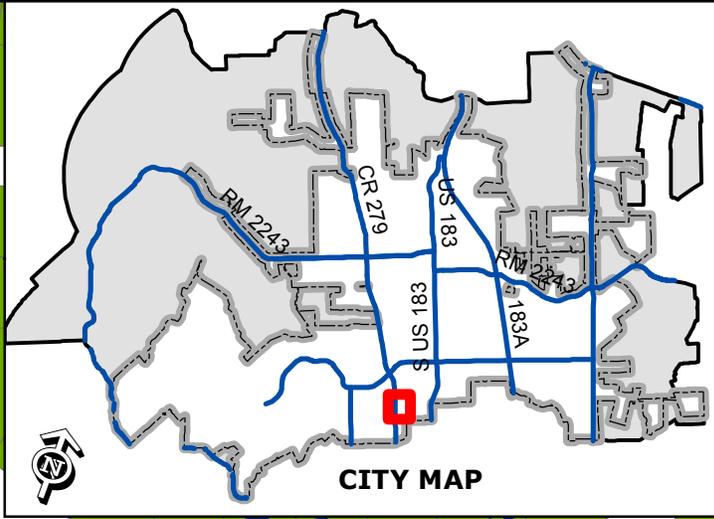


-  Subject Property
-  City Limits
-  Future Annexation Per DA
-  Involuntary Annexation
-  Voluntary Annexation

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



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ZONING CASE 15-Z-007

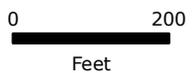
Attachment #3

Proposed Zoning Map
801 Apache Trail

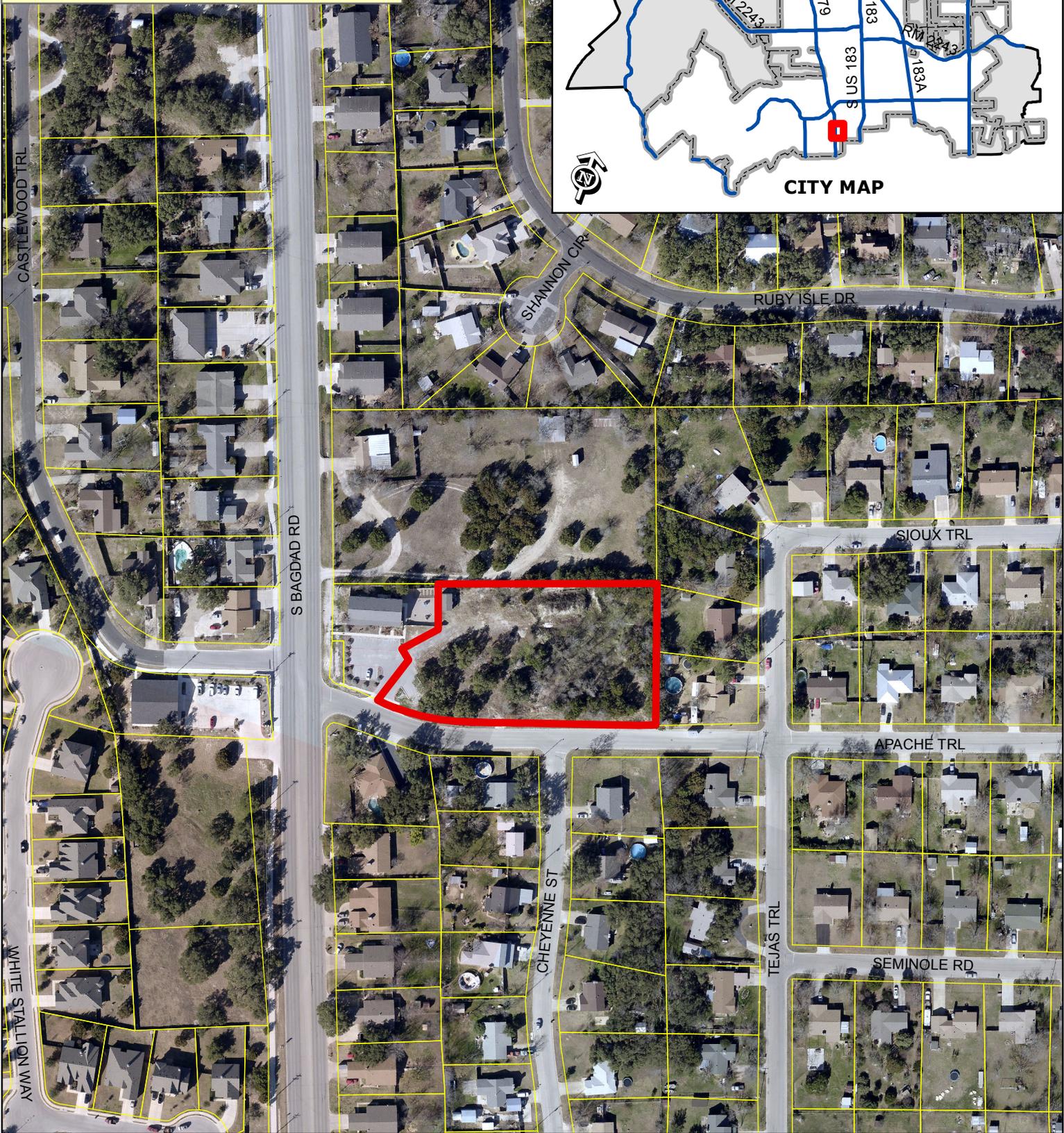


- Subject Property
- City Limits
- Future Annexation Per DA
- Involuntary Annexation
- Voluntary Annexation

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



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ZONING CASE 15-Z-007 Attachment #4

Aerial Exhibit - Approximate Boundaries
801 Apache Trail



 Subject Property
 City Limits

Attachment 5

To whom it may concern:

Dannen Development is currently looking at improvement possibilities for 2.13 acres located at 2400 Bagdad Rd in Leander. The property's current zoning is General Commercial and there is an existing 2500 square foot building that sits on the property on the corner of Apache Trail and Bagdad Rd. Young Minds Montessori Preschool is the current tenant in that building and would like to remain in that location for the foreseeable future. The existing building and parking lot occupy approximately .4 acres of the 2.13-acre lot. It is our intent to re-zone and improve the remaining 1.7 acres.

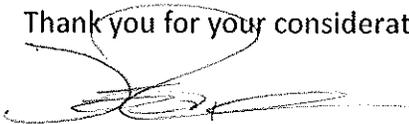
Under its current use and zoning, the property will allow for a general commercial use. The current owner has explored the possibility of constructing office warehouse on the property and leasing the individual office warehouse units. After careful consideration, we think that the type and intensity of traffic that can result from this type of use would be detrimental to the existing business as well as neighboring homeowners. We feel a residential use will be a better fit given the proximity to both a preschool and a residential neighborhood. Our proposal is to re-zone the property to multi-family and construct 20 -24 two - story apartment homes on the property. This would provide for a good transition and buffer between the collector road (Bagdad Rd) with its current commercial use to the West and the residential property to the East.

A residential zone would not only provide an appropriate transition from a preschool to single family, it would also do a better job at protecting the quality of life and value of both the residential homes to the East as well as providing a more appropriate neighbor to the preschool than a commercial use.

Providing a boutique multifamily site will provide for a mix of housing types adjacent to an existing neighborhood as well as provide for housing for various stages of life. Both objectives the city has expressed an interest in. Access would be provided from Bagdad Rd, thus limiting the impact on the residential neighborhood to the East.

We have taken the opportunity to sit down with staff and address some of the concerns of the city. Our goal is to work with Leander to make sure our project is an asset to the community and abide by the standards the city has set.

Thank you for your consideration on this matter,



Josh Becker

Managing Member Dannen Development LLC

Robin Griffin

From: joi solt [joisolt@att.net]
Sent: Wednesday, April 29, 2015 10:30 AM
To: Robin Griffin
Subject: zoning case 15-z-007

My husband and I have lived at 606 Apache Trl for over thirty years and we enjoy the relative quiet of our neighborhood, we do not want to see that quietude disrupted with apartments being built so close to our home. It would increase traffic on our street tremendously. Please do not change the zoning. It would be a far better use of that property for businesses to go in there creating jobs. Sincerely Joi Solt

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING OF A PORTION OF A LOT FROM GC-3-C (GENERAL COMMERCIAL) TO MF-2-B (MULTI-FAMILY); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following tract of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 1.7 acres, more or less, located at 801 Apache Trail, Leander, Williamson County, Texas, being more particularly described in Exhibits "A" and "B", legally described as 1.7 acres out of Lot 1, Block A of the Village Subdivision; identified by tax identification number R487426; more particularly described in document number 2014013613 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 GC-3-C (General Commercial) to MF-2-B (Multi-Family) as shown in Exhibit "A".

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

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

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

PASSED AND APPROVED on First Reading this the 7th day of May, 2015.
FINALLY PASSED AND APPROVED on this the 21st day of May, 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

EXHIBIT B

BOUNDARY DESCRIPTION

BEING 1.70 ACRES OUT OF THE SHERWOOD J. DOVER SURVEY, ABSTRACT NUMBER 168, IN WILLIAMSON COUNTY TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 1/2" REBAR WITH CAP WHICH READS "FOREST 1847" FOR THE NORTHEAST CORNER OF SAID 1.70 ACRE TRACT THE SAME BEING IN THE WEST LINE OF LOT 37, TIMBERLINE WEST SECTION 2, A SUBDIVISION OF RECORD IN CABINET B. SLIDE 318 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE SOUTH 20°08'55" EAST 210.27 FEET TO A 1/2" REBAR SET WITH PLASTIC CAP WHICH READS "BASELINE INC." FOR THE SOUTHEAST CORNER OF THE 1.70 ACRE TRACT: SAME BEING THE SOUTHWEST CORNER OF SAID LOT 38, TIMBERLINE WEST SECTION 2 AND BEING IN THE NORTH RIGHT-OF-WAY LINE OF APACHE TRAIL;

THENCE ALONG THE SOUTH LINE OF THE 1.70 ACRE TRACT AND THE NORTH RIGHT-OF-WAY LINE OF APACHE TRAIL THE FOLLOWING 2 COURSES;

1. SOUTH 70°19'44" WEST A DISTANCE OF 274.46 FEET TO A 3/4" REBAR FOUND FOR A POINT OF CURVATURE:

2. ALONG A TANGENTIAL CURVE TO THE RIGHT, HAVING A RADIUS OF 333.22 FEET, A LENGTH OF 142.10 FEET, A DELTA ANGLE OF 24°26'59", AND A CHORD WHICH BEARS SOUTH 82°31'48" WEST A DISTANCE OF 141.12 FEET;

THENCE NORTH 16°42'48" EAST 75.50 FEET;
THENCE NORTH 49°26'50" WEST 18.97 FEET;
THENCE NORTH 41°14'12" EAST 60.02 FEET;
THENCE NORTH 20°43'12" WEST 67.54 FEET;

THENCE NORTH 69°11'06" WEST ALONG THE NORTH LINE OF THE 1.709 ACRE TRACT A DISTANCE OF 324.13 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 1.70 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, NAD 83

Public Hearing

Applicant withdrew request.

7. Subdivision Variance 15-VA-003: Hold a public hearing and consider a request for a variance to Article III, Sec. 42 (e) of the subdivision ordinance regarding sidewalk requirements for the property legally described as Lot 6 of the Kittie Hill Acres Subdivision (Tracts 5 & 6 Amended), located at 500 Winding Oak Trail; WCAD ID #R098022, Leander, Williamson County, Texas

- a) Staff Presentation
- b) Applicant Presentation
- c) Open Public Hearing
- d) Close Public Hearing
- e) Discussion
- f) Consider Action

8. **Zoning Case 15-Z-007**: Hold a public hearing and consider action on the rezoning of 1.7 acres more or less of Lot 1, Block A of the Village Subdivision, located at 801 Apache Trail, WCAD ID #R487426. Currently, the property is zoned GC-3-C (General Commercial) the applicant is proposing to zone the property to MF-2-B (Multi-Family), Leander, Williamson County, Texas. Applicant: Josh Becker on behalf of Mike O'Dell.

- a) Staff Presentation

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

- b) Applicant Presentation

Josh Becker explained the purpose for the zoning request.

- c) Open Public Hearing

Vice Chair Stephenson opened the public hearing.

**John Frimpter - Spoke against
Bill Russell - Spoke against
Kevin Black - Spoke against
Laquita Turner - Spoke against
Nona Whittington - Spoke against**

- d) Close Public Hearing

Vice Chair Stephenson closed the public hearing.

- e) Discussion

Discussion took place.

f) Consider Action

Commissioner Wixson moved to approve the requested MF-2-B (Multi-Family) district with staff recommendation and the following conditions:

- 1. A six (6') foot masonry wall is required to be constructed on the east property line adjacent to the single-family development.**
- 2. Access to the site will be provided by the existing driveway, any other driveways will be for emergency access only.**
- 3. No parking modules, drive aisles, driveways, garages or similar facilities are permitted between the building(s) closest to the street(s) and the street frontage.**

Commissioner Saenz seconded the motion. Motion passed unanimously.

9. Meeting Adjourned at 7:58 p.m.

Vice Chair Stephenson

ATTEST:

Ellen Pizalate, P & Z Secretary



Executive Summary

April 16, 2015

-
- Agenda Subject:** Subdivision Variance 15-VA-003: Hold a public hearing and consider a request for a variance to Article III, Sec. 42 (e) of the subdivision ordinance regarding sidewalk requirements for the property legally described as Lot 6 of the Kittie Hill Acres Subdivision (Tracts 5 & 6 Amended), located at 500 Winding Oak Trail; WCAD ID #R098022, Leander, Williamson County, Texas
- Background:** This request is the final step in the variance process.
- Origination:** Applicant: David Singleton on behalf of Southwest Services Inc.
- Financial Consideration:** None
- Recommendation:** The applicant has withdrawn their request.
- Attachments:** 1. Withdrawal Letter
- Prepared By:** Tom Yantis, AICP
Assistant City Manager
- 04/20/2015

SOUTHWEST
LAND SERVICES, INC.

April 16, 2015

Martin Siwek
City of Leander Planning Department
200 W. Willis Street
Leander, Tx 78641

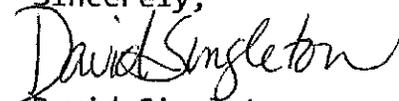
Re: Replat of Lot 6, Kittie Hill Acres Subdivision

Dear Mr. Siwek,

Please accept this letter as our request to pull the variance request on the referenced tract from the April Planning Commission agenda.

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

Sincerely,


David Singleton



Executive Summary

May 7, 2015

Subject: Acceptance of a \$400,000 Texas Parks & Wildlife Grant for Lakewood Community Park

Background: On January 22nd the Texas Parks & Wildlife Department approved the City's grant application to construct initial improvements in Lakewood Community Park. The grant is a 50% matching grant with the City's local match coming from the value of the donated parkland currently being held by the Williamson County Park Foundation and Crystal Springs Developer.

Initial improvements supported by the grant include concrete and nature trails, 2 baseball backstops, nature area kiosk, 2 picnic pavilions, picnic tables, benches, canoe/kayak pier, fishing pier and project signs.

Financial Consideration: \$400,000

Recommendation: Staff respectfully recommends that the City Council accept the \$400,000 grant and authorized the Parks & Recreation Director to execute the grant agreement documents.

Attachments: TPWD Project Agreement

Prepared by: Stephen Bosak, Parks & Recreation Director

TEXAS PARKS AND WILDLIFE DEPARTMENT

LOCAL PARK GRANT PROGRAM – PROJECT AGREEMENT

Project Sponsor and Name: LEANDER Lakewood Community Park

Project Number: 50-000452

Project Period: TPWD Approval Date to January 31, 2018

Total Project Cost: \$ 800,00.00

Approved State Funds: \$ 400,000.00

* * *

PROJECT DESCRIPTION (SCOPE):

The City of Leander will acquire 125.49 acres by donation and develop Lakewood Community Park to include: concrete trail, baseball backstops, earthen nature trail, nature area kiosk, picnic pavilions, picnic tables, benches, canoe/kayak pier, fishing pier, and project signs.

Leander Lakewood Community Park is located in the Southeast portion of the City, east of 183A and south of East Crystal Falls Parkway in Williamson County, Texas.

Review of a predictive habitat model for the federally and state-listed endangered Golden-cheeked Warbler (*Setophaga chrysoparia*) (Diamond, 2007) indicates that suitable habitat for the Golden-cheeked Warbler may be present within and adjacent to the project area. Prior to any vegetation clearing, a survey for Golden-cheeked Warbler habitat must occur.

Retaining existing native vegetation, understory vegetation and minimizing soil erosion must be done to the extent possible. Please also refer to **General Comments 3, 4, and 5** of attached Resource Memo, regarding landscaping, revegetation, vegetation removal, and soil erosion for the proposed project.

In order to avoid potential impacts to nesting birds, minimize vegetation clearing to the greatest extent practicable. However, if clearing must occur, any necessary vegetation clearing must be done outside of the April 1-July 15 migratory bird nesting season in order to comply with the Migratory Bird Treaty Act. (MBTA). Contractors must be made aware of the potential of encountering migratory birds on the proposed project site and be instructed to avoid negatively impacting them. If vegetation clearing must occur during the nesting season, a nest survey must be conducted by a qualified individual(s) (e. g. regional wildlife biologist, environmental consulting firm) prior to commencing work. If active nests are observed, a 150-foot buffer of vegetation must remain around the nests until the young have fledged or the nest is abandoned.

Trails and structures built along creek banks and lake shores must be set back far enough that they do not cause or exacerbate erosion of the banks, either from construction activities or long-term use; refer to **General Comment 1** of attached Resource Memo.

The proposed project is located within Karst Zone 3 which includes areas having a low probability of containing suitable habitat for federally-listed karst invertebrate species. The U.S. Fish and Wildlife Service (USFWS) karst invertebrate survey requirements recommend on-the-ground surveys for projects located in Karst Zone 3 to determine if karst features containing endangered invertebrates are likely to occur. The USFWS Section 10(a)(1)(A) Karst Invertebrate Survey Requirements Survey Protocol may be found on-line at http://www.fws.gov/southwest/es/Documents/R2ES/Karst_Survey_Procedures_20140508.pdf. If not done to date, a karst feature survey must be performed by a qualified individual(s) in accordance with USFWS karst survey protocols to determine if caves or karst features and/or endangered cave invertebrate species may be present and affected by the project.

If caves or karst features are found on the project site, no work should take place within 50 meters of these features. Maintaining native vegetation in areas containing karst features is important. Surface vegetation

provides nutrients to the cave ecosystem directly through plant material being washed into the karst feature with water and indirectly by providing habitat and food for the animal communities that contribute nutrients to the karst ecosystem (such as cave crickets, small mammals, and other vertebrates). A healthy vegetative community also protects the karst environment from contaminants and may also help control the spread of exotic species such as red imported fire ants. Loss of the vegetation community could lead to nutrient depletion. Maintaining native surface vegetation in the vicinity of karst features can also help minimize temperature fluctuations, maintain moisture regimes, reduce potential for contamination, and reduce sedimentation from soil erosion.

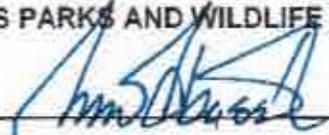
Additional habitat related comments offer advice that may further reduce or avoid adverse impacts by implementing the appropriate actions in the General Comments and Controlled Plants documents within the attached resource Memo.

For and in consideration of the mutual covenants and benefits hereof, the Texas Parks and Wildlife Department ("Department") and the "Sponsor" hereby contract with respect to the above described project as follows:

1. The Sponsor is obligated to adhere to all requirements established for the Local Park Grant Program including program guidelines set out at 31 TAC Sec. 61.132-61.137.
2. No work on the project by the Sponsor shall commence until written notice to proceed has been received from the Department.
3. The Sponsor shall furnish the Department an annual report every August 1st for a period of five years following the project completion, providing to the satisfaction of the Department information regarding present and anticipated use and development of the project site.
4. The Sponsor shall install and maintain at the project site a permanent fund acknowledgment sign as prescribed by the Department.
5. All utilities at the project site shall be underground and approved by the Department.
6. The General Provisions dated February 2008 attached hereto are hereby made part of this agreement.
7. The Summary of Guidelines for Administration of Local Park Grant Program or LWCF Acquisition and Development Projects dated January 2008 attached hereto is hereby made part of this agreement.
8. The original application and supplemental documentation submitted by the sponsor are hereby made part of this agreement.
9. The Agreement is effective upon execution by the Department.

* * *

TEXAS PARKS AND WILDLIFE DEPARTMENT

by 

Tim Hogsett, Director, Recreation Grants Branch
Name and Title

4-8-15
TPWD Approval Date

SAM Date N/a DFR 4/1/15

CITY OF LEANDER

Political Subdivision (Sponsor)

by _____

Stephen Bosak, Parks & Recreation Director
Name and Title

GENERAL PROVISIONS

TEXAS RECREATION & PARKS ACCOUNT PROGRAM PROJECT AGREEMENT

(Revised February 2004)

Part I - Definitions

- A. The term 'Department' as used herein means the Texas Parks & Wildlife Department or any representative delegated authority to act on behalf of the Department.
- B. The term 'Project' as used herein means a single project which is the subject of this project agreement.
- C. The term 'Sponsor' as used herein means the political subdivision which is party to the project agreement.
- D. The term 'TRPA' as used herein means the Texas Recreation & Parks Account Program.
- E. The term 'LWCF' as used herein means the Land and Water Conservation Fund Program.
- F. The term 'Procedural Guide' as used herein means the Procedural Guide for application to the Texas Recreation & Parks Account Program or the Land and Water Conservation Fund Program.
- G. The term 'TRPA Manual' as used herein refers to the rules and regulations adopted by the Parks and Wildlife Commission for administration of the TRPA and LWCF programs.

Part II - Continuing Assurances

- A. The parties to the project agreement specifically recognize that the Texas Recreation & Parks Account assistance project creates an obligation to maintain the property described in the project agreement consistent with the Texas Recreation & Parks Account Procedural Guide, and the following requirements:
- B. The sponsor agrees that the property described in the project agreement and in the dated project boundary map made part of that agreement is being acquired or developed with TRPA or LWCF assistance, and that it shall not be converted to other than public recreation use but shall be maintained in public recreation in perpetuity or for the term of the lease in the case of leased property.
- C. The sponsor agrees that the benefit to be derived by the State of Texas from the full compliance by the sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreation facilities and resources which are available to the people of the State, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this agreement.
- D. The sponsor agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by the Retention, Operation & Maintenance Responsibilities guidelines of the Procedural Guide.
- E. The sponsor agrees that a permanent record shall be kept and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been acquired or developed with TRPA or LWCF assistance and that it cannot be converted to other than public recreation use.
- F. Nondiscrimination
The sponsor shall comply with Title VI of the Civil Rights Act of 1964, which in part,
 1. prohibits discriminatory employment practices resulting in unequal treatment of persons who are or should be benefiting from the grant-aided facility.
 2. prohibits discriminating against any person on the basis of residence.

Part III - Project Assurances

- A. Applicable Circulars
The State shall comply with applicable regulations, policies, guidelines and requirements including State Uniform Grant and Contract Management Act of 1981 (Revised 2/22/90), Federal Office of Management and Budget Circulars A-102 (Uniform administration requirements for grants-in-aid to State and Local governments), OMB A-87 (Cost principles applicable to grants and contracts with State and Local governments), and TRACS (Texas Review and Comment System) as they relate to the application, acceptance and use of State funds for grant assisted projects. It is the responsibility of the grant sponsor to have an A-133 Single Audit done annually for the project when the sponsor receives \$300,000.00 or more in grant reimbursement per fiscal year. A copy of this audit will be furnished the Department within 30 days after completion of the sponsor's fiscal year audit.
- B. Project Application
 1. The Application for State Assistance bearing the same project name as the agreement and associated documents is by this reference made a part of the agreement.
 2. The sponsor possesses legal authority to apply for the grant and to finance and construct the proposed facilities. A resolution or similar action has been duly adopted or passed authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the sponsor to act in connection with the application and to provide such additional information as may be required.

3. The sponsor has the ability and intention to finance the non-State share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.
2. The sponsor will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
3. The sponsor will require the facility to be designed to comply with the minimum requirements for accessibility for the handicapped in conformance with the Texas Architectural Barriers Act (Article 9102 - Texas Civil Statutes), and the Americans with Disabilities Act of 1990 (PL 101-336). The sponsor will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
4. The sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the sponsor shall bring the project to the point of recreational usefulness agreed upon by the sponsor and the Department.
6. The sponsor will provide for and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications.
7. The sponsor shall furnish quarterly progress status reports to the Department beginning with the date of Parks & Wildlife Commission approval.
8. The sponsor will comply with the provisions of: Executive order 11988, relating to evaluation of flood hazards; Executive Order 11298, relating to the prevention, control, and abatement of water pollution; Executive Order 11990, relating to the protection of wetlands; and the Flood Disaster Protection Act of 1973 (P.L. 93-234) 87 Stat. 875.
9. The sponsor will assist the Department in its compliance with the Texas Antiquities Code (Revised 9/87) by
 - (a) consulting with the Texas Historical Commission on the conduct of investigations, as necessary, to identify properties listed in or eligible for listing as State Archeological Landmarks, and to notify the Department of the existence of any such properties, and by
 - (b) complying with all requirements established by the Department to avoid or mitigate adverse effects upon such properties.

D. Construction

Construction for by the sponsor shall meet the following requirements:

1. Contracts for construction in excess of \$25,000 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids, and public openings. Copies of all advertisements, bids and a copy of the contract shall be provided the Department.
2. The sponsor shall inform all bidders on contracts for construction that TRPA or LWCF funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed. Such change orders shall be submitted to the Department for review and, if approved, shall be made a part of the project file and should be kept available for audit.
4. The sponsor shall incorporate, or cause to be incorporated, into all construction contracts the following provisions:

During the performance of this contract, the contractor agrees as follows:

"(a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin."

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin."

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No.

11246, as amended (3 CFR 169 (1974), and shall post copies of notices in conspicuous places available to employees and applicants for employment."

"(d) The contractor will comply with all provisions of Executive order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor."

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."

"(f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law."

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contract will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions, including sanctions for noncompliance: >>Provided, however>>, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

E. Conflict of Interests

1. No official or employee of the State or local government who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract.
2. No person performing services for the State or local government in connection with this project shall have a financial or other personal interest other than his employment or retention by the State or local government, in any contract or subcontract in connection with this project. No officer or employee of such interest is openly disclosed upon the public records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the Participant.

F. Project Costs

Project Costs eligible for assistance shall be determined upon the basis of the criteria set forth by the TRPA Manual.

G. Project Administration

The sponsor shall promptly submit such reports and documentation as the Department may request.

H. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years after final payment; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditures report for the project.
3. Microfilm copies are authorized in lieu of original records.
4. The National Park Service, the Department, State Comptroller of Public Accounts, State Auditors Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the sponsor which are pertinent to a specific project for the purpose of making audits, examinations, excerpts and transcripts.

I. Project Termination

1. The Department may temporarily suspend TRPA or LWCF assistance under the project pending corrective action by the sponsor or pending a decision to terminate the grant by the Department.
2. The sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the sponsor only by mutual agreement with the Department.
3. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Department or sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the

further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The sponsor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the sponsor for the State share of the non-cancelable obligations, property incurred by the sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the sponsor and the Department, or that all funds provided by the Department be returned.

J. Noncompliance

In the event that the sponsor does not comply with provisions as set forth in the grant contract agreement and Procedural Guide regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:

1. The Department may withhold payment to the sponsor;
2. The Department may withhold action on pending projects proposed by the sponsor;
3. If the above actions do not achieve program compliance, the Department may involve the State Attorney General's Office, pursuant to Section 24 of the Parks & Wildlife Code.

* * * * *

I have read the General Provisions and understand that the project sponsor which I represent will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Texas Recreation & Parks Account Program or the Land and Water Conservation Fund Program. It is also understood that the General Provisions are part of the grant contract agreement.

Leander Lakewood Community Park, Project Number 50-000452

Signature of Official Authorized in Resolution

STEPHEN BOSAK, PARKS AND RECREATION DIRECTOR

Name and Title

Date

TEXAS PARKS AND WILDLIFE DEPARTMENT
CERTIFICATE OF LAND DEDICATION FOR PARK USE
TEXAS RECREATION AND PARKS ACCOUNT PROGRAM

This is to certify that a permanent record shall be kept in the **CITY OF LEANDER** public property records and be made available for public inspection to the effect that the property described in the scope of the Project Agreement for **LEANDER Lakewood Community Park, Project Number 50-000452**, and the dated project boundary map made part of that Agreement, has been acquired or developed with Texas Recreation and Parks Account assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

CITY OF LEANDER

Political Subdivisor

By _____

Stephen Bosak, Parks and Recreation Director

Name and Title

Date

SUMMARY OF GUIDELINES
FOR ADMINISTRATION OF LOCAL PARK GRANT PROGRAM PROJECTS
 (Revised January 2008)

The Texas Parks & Wildlife Commission, by authority of Chapters 13 and 24 of the Parks & Wildlife Code, has adopted Guidelines for Administration of Grant Acquisition and Development Projects, to read as follows:

It is the Commission's policy that the Department shall administer local projects in accord with the following guidelines, with interpretation of intent to be made to provide the greatest number of public recreational opportunities for citizens of Texas.

Approved projects shall be pursued in a timely manner by the sponsor, unless delays result from extraordinary circumstances beyond the sponsor's control. Failure to meet the following time frames may be grounds for the Department to initiate cancellation of the affected project in order to recommend reallocation of available funds to other projects, or to deny requests for additional grant funds for new projects:

ACTIVITY	TIME FRAME
Commission Approval	Begin 3-year project period (4-year max)
Grant Agreement Execution (Department & Sponsor)	As soon as possible after Commission approval
Pending Documentation such as: <ul style="list-style-type: none"> • U.S. Army Corps of Engineers 404 • TCEQ Permits • Environmental Resources Survey • THC Cultural Resources Survey and Clearance • TPWD Biological Consultations • ROW Abandonment • Lease/Joint-Use Agreement Execution, etc. 	Within 6 months of grant agreement date
Quarterly Status Reports (beginning with Commission approval)	On or before January 15 th , April 15 th , July 15 th and October 15 th
Appraisal Submission	As soon as possible after grant agreement date
Appraisal Approval	Within 6 months of appraisal submission
Land Acquisition	As soon as possible after appraisal approval
Construction Plan Submission	Within 6 months of land acquisition for projects involving acquisition, or Within 6 months of grant agreement date for development only projects.
Periodic Reimbursement Billings	Every 90 days <u>if possible</u> (minimum \$10,000 request)
Project Completion and Grant Close-Out	Within 3 years after Commission approval (but in no case after the 4 th fiscal year)

SUMMARY OF GUIDELINES (Continued)

The following criteria will be used to determine sponsor eligibility for additional funding:

- Funding history and previous performance
- All previously completed Department sponsored grant projects must be in compliance with all the terms of the Project Agreement under which they received assistance and all program guidelines; and
- For active grants, all required project documentation (such as appraisals, construction plans, quarterly status reports, and reimbursement requests) must be complete and have been received on schedule, if due; and
- All active projects which are at least two years old must be reimbursed for a minimum fifty percent of the approved grant amount; and
- The total of approved grant funds which have not been reimbursed may not exceed \$2 million for all active grant projects.

A grantee may also be considered to be "high risk" based on financial stability or non conforming management standards, requiring additional special conditions and restrictions as determined by grant management standards.

FAILURE TO MEET ANY ONE OF THE ABOVE CRITERIA MAY BE GROUNDS FOR DENYING NEW GRANT FUNDS. ASSESSMENT OF THE ABOVE CRITERIA IN CONJUNCTION WITH REQUESTS FOR NEW GRANTS WILL BE MADE PRIOR TO SUBMISSION OF FUNDING RECOMMENDATIONS TO THE PARKS AND WILDLIFE COMMISSION.

* * * * *

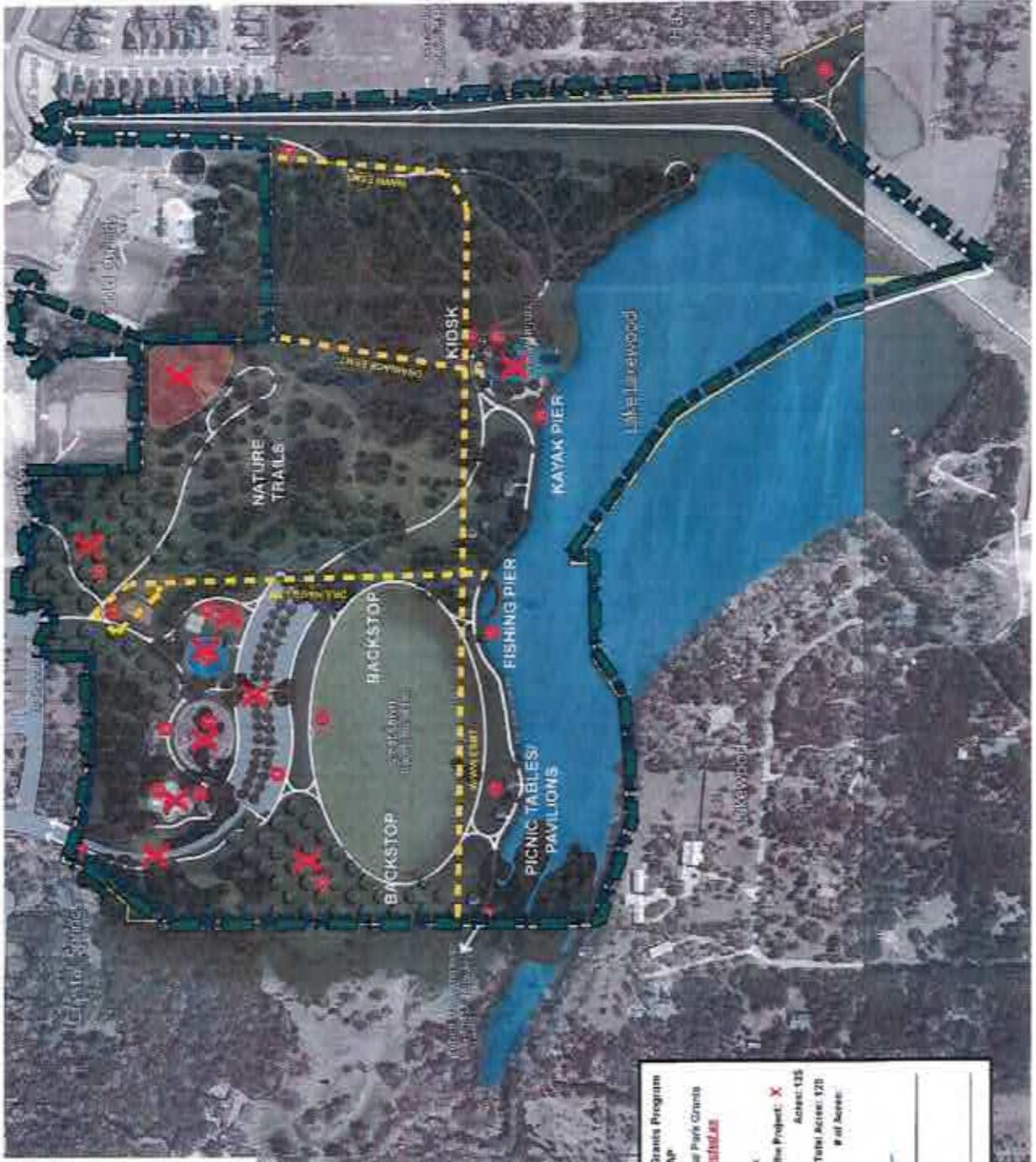
I have read the "Summary of Guidelines for Administration of Local Park Grant Program Projects" and understand that the project sponsor, which I represent, will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Local Park Grants Program. It is also understood that the "Summary of Guidelines for Administration of Local Park Grant Projects" is part of the grant Project Agreement.

Signature of Official Authorized in Resolution

Date

Stephen Bosak, Parks and Recreation Director
Name and Title

Leander Lakewood Community Park - 50-000452
Project Name and Number



**Texas Parks & Wildlife Department - Local Park Grants Program
OFFICIAL PROJECT BOUNDARY MAP**

This project has been funded through the TPWD Local Park Grants Program. Land identified on this official map is **granted as restricted in perpetuity.**

Project Name: LEANDER Lakewood Community Park
 Project # 99-00452
 Acquisition Boundary: **Not in the Project: X**
 Project Boundary: **Acres: 135**
 Dedicated Open Space/Recreation Area: **Total Acres: 128**
 Overhead Lines: **# of Acres:**

The Honorable *Michael Bonnell* Parks
 Supervisor
 Stopover Branch, Parks & Recreation Director

Michael Bonnell
 9/16/10

Signature and Title



Executive Summary

May 7, 2015

Agenda Subject: A Resolution of the City of Leander, Texas, accepting a petition for annexation of a 13.8481 acre, more or less, tract of land located in Williamson County, Texas, known as the Ironwood tract; setting an annexation schedule; providing for open meetings and other related matters.

Background: The resolution accepts the petition for voluntary annexation for the tracts of land as shown on the attached maps. The property includes two tracts totaling approximately 13.8481 acres at the southeast corner of Ronald Reagan Blvd and SH 29. The resolution sets the two public hearings for July 2, 2015 and July 16, 2015. The first reading of the ordinance is scheduled for August 6, 2015 and the second and final reading is scheduled for August 20, 2015.

Origination: Applicants

Recommendation: Staff recommends approving the resolution

Attachments:

1. Annexation Petition
2. Resolution with exhibits
3. Annexation Schedule
4. Location maps

Prepared by: Tom Yantis, AICP
Assistant City Manager

4/28/2015

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 13.8481 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 2, 2015 and July 16, 2015. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the 7th day of May, 2015.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit "A"

SUBJECT PROPERTY DESCRIPTION

10.2941 ACRES & 3.555 ACRES

Exhibit “B”

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

(ii) (a) 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.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty

dollars (\$350.00) per living unit equivalent (the “System Reservation Fee”), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners’ respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City’s wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

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;

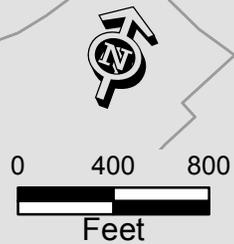
(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(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.

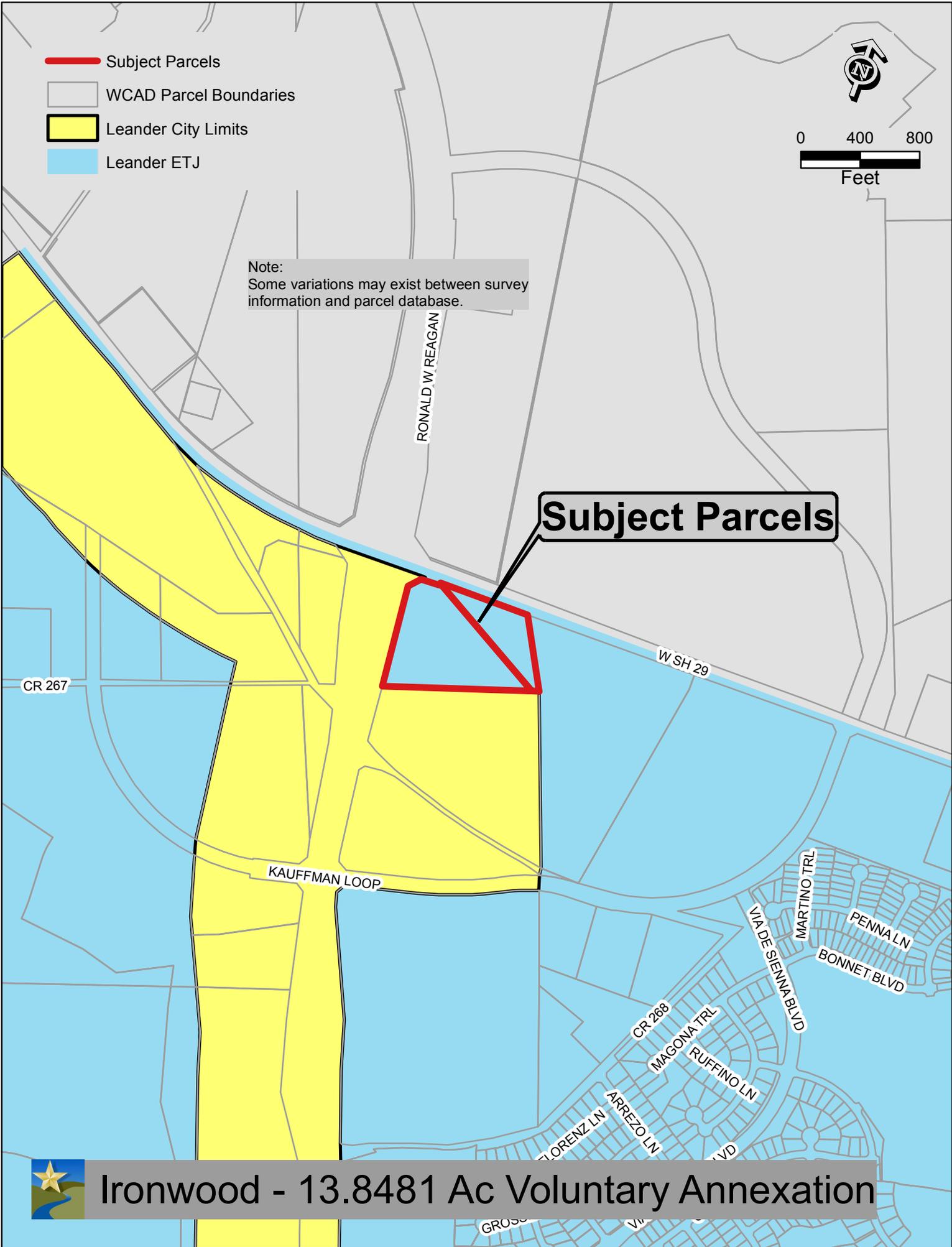
(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

-  Subject Parcels
-  WCAD Parcel Boundaries
-  Leander City Limits
-  Leander ETJ



Note:
Some variations may exist between survey information and parcel database.

Subject Parcels



Ironwood - 13.8481 Ac Voluntary Annexation

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned is the owner of certain tracts of property located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit “B”, (proposed to be applicable to and adopted for the subject property) and that such “draft” Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner – 10.2941 Acres

SEC 29/RR, LP, a Texas Limited Partnership

By: SEC 29/RR GP, LLC, a Texas Limited Liability Company, its General Partner

By: _____
Name: Scot W. Krieger
Title: Managing Member

Petitioner – 3.555 Acres

SWTWD, Ltd., a Texas Limited Partnership

By: 8833, GP, LLC, a Texas Limited Liability Company, its General Partner

By: _____
Name: Rodney D. Susholtz
Title: Sole Member

Devon Lea Susholtz 2001 Family Trust

By: _____
Name: Devon Susholtz
Title: Trustee

Ironwood Real Estate, LLC, a Texas Limited Liability Company

By: _____

Name: Scot W. Krieger

Title: Managing Member

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Scot W. Krieger, managing member of SEC 29/RR GP, LLC, a Texas limited liability company, general partner of SEC 29/RR, LP, a Texas limited partnership and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2015.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Rodney D. Susholtz, sole member of 8833, GP, LLC, a Texas limited liability company, general partner of SWTWD, Ltd., a Texas limited partnership and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2015.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Devon Susholtz, Trustee of the Devon Lea Susholtz 2001 Family Trust and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2015.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Scot W. Krieger, managing member of Ironwood Real Estate, LLC, a Texas limited liability company and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2015.

(SEAL)

Notary Public - State of Texas

Exhibit “A”

DESCRIPTIONS OF THE SUBJECT PROPERTY

10.2941 ACRES & 3.555 ACRES

Exhibit “B”

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

(ii) (a) 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.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that

will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

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.

SCHEDULE FOR VOLUNTARY ANNEXATION
Bradley Tract +/- 126.098 Acres and Ironwood Tract +/- 13.8481 Acres

DATE	ACTION/EVENT	LEGAL AUTHORITY
May 7, 2015	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings July 2, 2015 and July 16, 2015 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 1, 2015	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
June 17, 2015** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
July 1, 2015** Publish notice of Second Public Hearing	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 2, 2015*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 16, 2015*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date August 6, 2015*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
August 20, 2015; Or at a special called meeting after the 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 	

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

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



Executive Summary

May 7, 2015

Agenda Subject: A Resolution of the City of Leander, Texas, accepting a petition for annexation of a 126.098 acre, more or less, tract of land located in Williamson County, Texas, known as the Bradley tract; setting an annexation schedule; providing for open meetings and other related matters.

Background: The resolution accepts the petition for voluntary annexation for the tracts of land as shown on the attached maps. The property includes one tract totaling approximately 126.098 acres north of the South San Gabriel River and east of Ronald Reagan Blvd. The resolution sets the two public hearings for July 2, 2015 and July 16, 2015. The first reading of the ordinance is scheduled for August 6, 2015 and the second and final reading is scheduled for August 20, 2015.

Origination: Applicants

Recommendation: Staff recommends approving the resolution

Attachments:

1. Annexation Petition
2. Resolution with exhibits
3. Annexation Schedule
4. Location maps

Prepared by: Tom Yantis, AICP
Assistant City Manager

4/28/2015

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 126.098 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

All those certain tracts or parcels of land being 126.098 acres, more or less, being part of the Greenleaf Fisk Survey, Abstract No. 5 and the Bartholomew Manlove Survey, Abstract No. 420, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 2, 2015 and July 16, 2015. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the 7th day of May, 2015.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit "A"

SUBJECT PROPERTY DESCRIPTION

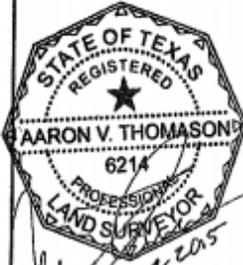
+/- 126.098 ACRES

SKETCH TO ACCOMPANY FIELD NOTES

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)

SCALE: 1" = 400'



MARY ANN GARLOCK
39.59 ACRES
VOL. 607, PG. 769

MARY ANN GARLOCK
13.630 ACRES
VOL. 607, PG. 769

DEVELOPMENT SOLUTIONS BRADLEY, LLC
153.768 ACRES
DOC. No. 2014071119

Line Table		
Line #	Length	Direction
L1	49.43	N68°49'57"E
L2	95.80	N71°32'07"E
L3	17.77	S20°17'54"E
L4	245.67	S20°09'08"E
L5	203.13	S20°24'26"E
L6	161.81	S20°40'57"E
L7	446.51	S20°27'36"E
L8	37.04	S13°11'35"E
L9	44.52	S19°19'06"E
L10	11.60	S28°08'12"E
L11	65.30	S21°25'04"E
L12	342.98	S20°50'26"E

N21°32'18"W 2890.02'

GREENLEAF FISK, ABSTRACT 5

126.098 ACRES

DEVELOPMENT SOLUTIONS BRADLEY, LLC
153.768 ACRES
DOC. No. 2014071119

BARTHOLOMEW MANLOVE SURVEY, ABSTRACT 420

APPROXIMATE LOCATION OF SURVEY LINE

POINT OF BEGINNING

WCO PRIMER 83, LP
36.82 ACRES
DOC. No. 2009031843

JOSEPH V. CRAWFORD AND
BETTY D. CRAWFORD
22.242 ACRES
VOL. 2556, PG. 44

S68°27'42"W 1974.05'

CITY OF GEORGETOWN
206.57 ACRES
DOC. No. 2013110216

APPROXIMATE LOCATION OF SURVEY LINE

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	675.84	1001.00	S89°07'22"E	663.08	351.37	38°41'03"

Carlson, Brigance & Doering, Inc.
FIRM ID #P9791 REG. # 10024900

Civil Engineering
 Surveying
 5004 West Wilcox Cannon
 Austin, Texas 78740
 Phone No. (512) 280-5160
 Fax No. (512) 280-5165

PATH: J:\4731\SURVEY\FN-ANNEX.DWG

Exhibit “B”

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

(ii) (a) 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.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the

South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

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;

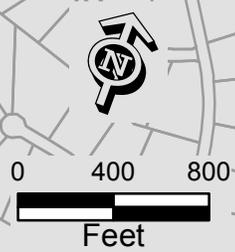
(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(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.

-  Subject Parcel
-  WCAD Parcel Boundaries
-  Leander City Limits
-  Leander ETJ



Note:
Some variations may exist between survey information and parcel database.

Subject Parcel

RONALD W REAGAN BLVD

BRADLEY RANCH RD

RIDGE VIEW DR

SANTA MARIA ST
LAGROTTA LN

CR 274

RONALD W REAGAN BLVD

OME TRL



Bradley - 126.098 Ac Voluntary Annexation

and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner: Development Solutions Bradley, LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of Development Solutions Bradley, LLC and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____ 2015.

(SEAL)

Notary Public - State of Texas

Exhibit “A”

DESCRIPTION OF THE SUBJECT PROPERTY

+/- 126.098 ACRES

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”);

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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:

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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.

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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.

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(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City

shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

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(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.

SCHEDULE FOR VOLUNTARY ANNEXATION
Bradley Tract +/- 126.098 Acres and Ironwood Tract +/- 13.8481 Acres

DATE	ACTION/EVENT	LEGAL AUTHORITY
May 7, 2015	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings July 2, 2015 and July 16, 2015 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 1, 2015	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
June 17, 2015** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
July 1, 2015** Publish notice of Second Public Hearing	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 2, 2015*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 16, 2015*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date August 6, 2015*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
August 20, 2015; Or at a special called meeting after the 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 	

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

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



Executive Summary

May 07, 2015

Agenda Subject: Street Vacate Case 15-SV-002: First reading and consider action on the vacation of a portion of North Creek Drive ROW, generally located to the northwest of the intersection of N Bagdad Road and Old 2243 W; and more specifically located to the west of N Bagdad Road and east of Sparkling Brook Lane, Leander, Williamson County, Texas.

Background: A portion of North Creek Drive is a platted ROW that was never constructed. The adjacent property owner to the north and south is proposing a multi-family development and would like to incorporate the ROW into the project.

Origination: Applicant: Tim Haynie Jr. on behalf of Bruce Nakfoor

Financial Consideration: The City will receive the amount authorized by the City Council for the sale of the ROW.

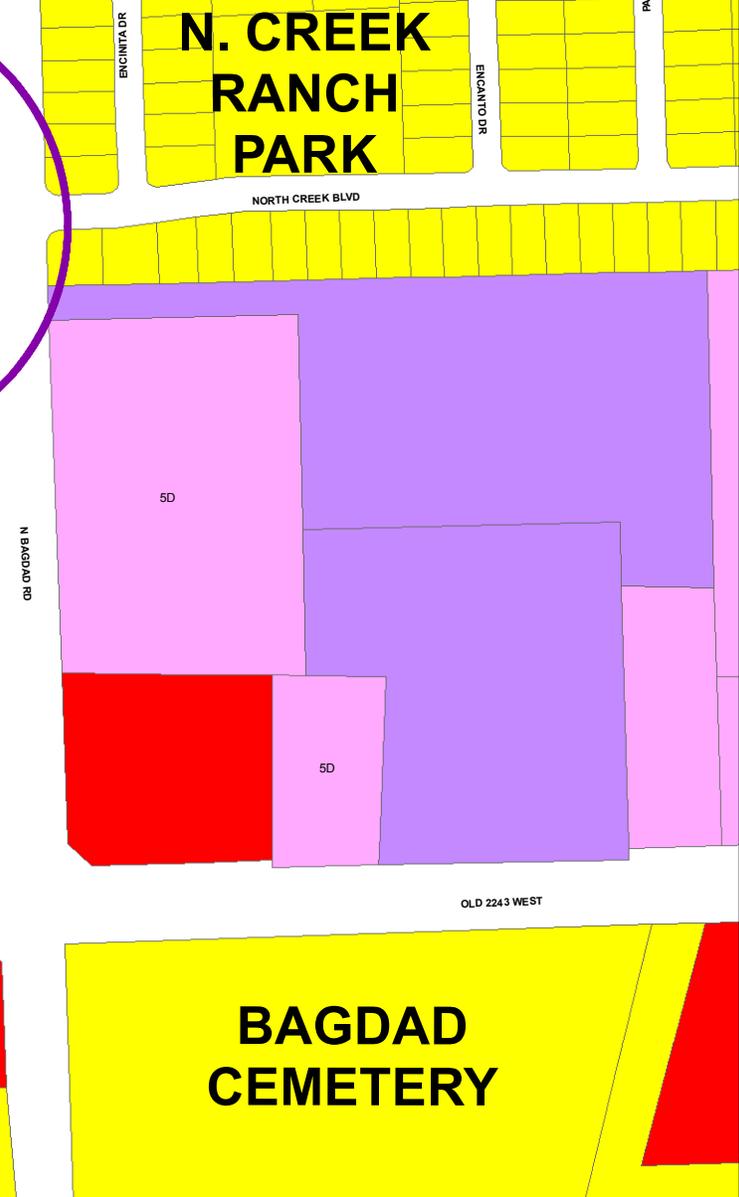
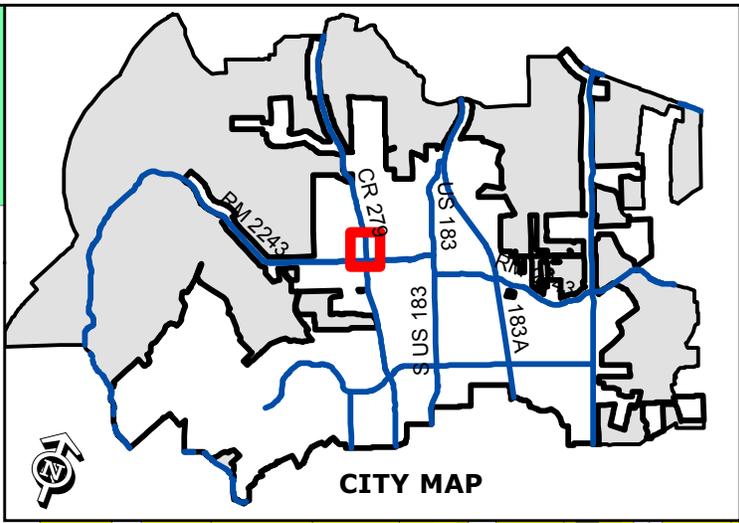
Recommendation: The appraiser provided a value in the amount of \$25,000 for the land proposed to be vacated which is \$0.77 per square foot. If the ROW vacation is approved an easement for Atmos will be required for an existing gas line.

Attachments:

1. Location Exhibit
2. Aerial Exhibit
3. Appraisal
4. Letter of Intent
5. Ordinance

Prepared By: Tom Yantis, AICP
Assistant City Manager

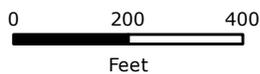
04/29/2015



STREET VACATE 15-SV-002

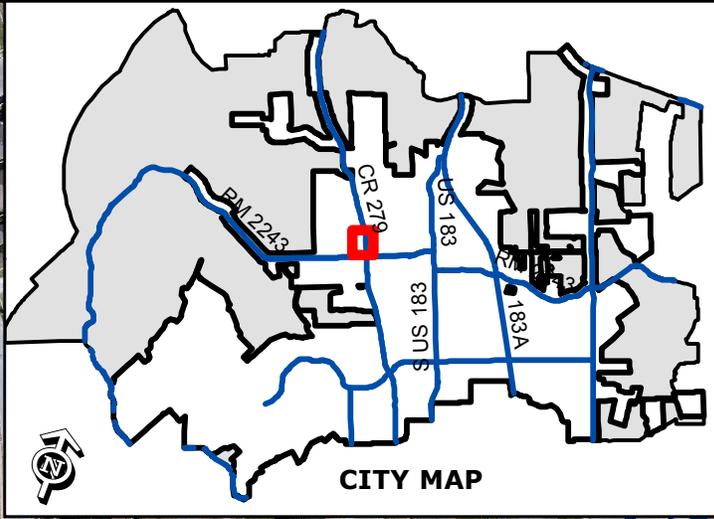
Attachment #1

ROW Vacation Request
North Creek Drive

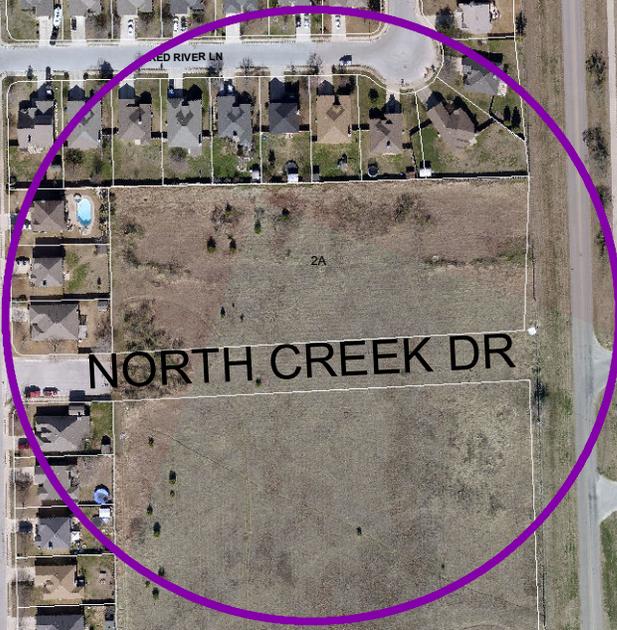


 SFR	 SFL	 LO
 SFE	 SFT	 LC
 SFS	 SFU/MH	 GC
 SFU	 TF	 HC
 SFC	 MF	 HI

**NORTH
CREEK
SEC 3**



CITY MAP



**N. CREEK
RANCH
PARK**

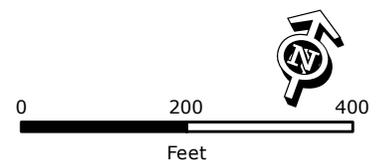
NORTH CREEK DR

**NORTH
CREEK
COMM
PARK**

STREET VACATE 15-SV-002

Attachment #2

ROW Vacation Request
North Creek Drive
Aerial Exhibit - Approximate Boundaries





2015 Real Estate Appraisal Report

32,840 Square Feet of Vacant Land (59.78' x 549.34')

West Side of Bagdad Road (CR-279), North of Old RM-2243

Leander, Williamson County, Texas 78641

March 3, 2015

Sterling Appraisal Services, LLC

100 East Whitestone Boulevard, Suite 148-316

Cedar Park, Texas 78613

512.635.6450

Alan K. Wood, MAI

awood@sterlingappraisaltx.com

Sterling



Appraisal Services, LLC

Sterling



Appraisal Services, LLC

March 3, 2015

Bruce Nakfoor
9119 Spinning Leaf Cove
Austin, Texas 78735

**Re: #15-021008
32,840 Square Feet of Vacant Land (59.78' x 549.34')
West Side of Bagdad Road (CR-279), North of Old RM-2243
Leander, Williamson County, Texas 78641**

Dear Mr. Nakfoor:

In compliance with your request, the appraiser have personally observed and prepared an Appraisal Report on the above-captioned property. The purpose of this real estate appraisal was to estimate the market value of the fee simple interest in the subject property (former right-of-way for North Creek Drive, 32,840 square feet of vacant land, 59.78' x 549.34'), in "as is" condition, as of February 4, 2015 (date of site visit).

Comparable data and market conditions pertinent to the valuation analyses of the property were investigated. The following appraisal report sets forth the analyses and conclusions derived from the market data collected and is subject to the accompanying Assumptions and Limiting Conditions. The appraisal report has been made in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice by the Appraisal Institute, as well as the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP).

In addition to a physical observation and analysis of the subject property, other matters pertinent to the determination of market value have been examined. Such influences include the economic, governmental, demographic and environmental characteristics of the subject locale, with emphasis on the investigation and assessment of current and prospective market trends affecting the area. The accompanying appraisal report delineates the results of the research process, and summarizes the findings and conclusions. To aid in the descriptive process, location maps, photographs, and various other exhibits are provided. The essential elements in the explanation of the market value conclusion are provided within this appraisal report.

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the USPAP. As such, it states the identity of the client and any intended user, by name along with the intended use of the appraisal report. The appraisal report summarizes information sufficient to identify the real estate involved in the appraisal and states the real property interest appraised. The appraisal report states the type and definition of value and sites the source of the definition along with the effective date of valuation and the date of the report.

100 East Whitestone Boulevard, Suite 148-316, Cedar Park, Texas 78613

www.sterlingappraisaltx.com

512.635.6450

The appraisal report summarizes the scope of work used to develop the appraisal, as well as the information analyzed, appraisal methods and techniques employed and the reasoning that supports the analyses, opinions and conclusions along with any exclusion within the appraisal report. The appraisal report states the use of the real estate existing as of the effective date of valuation and the use of the real estate reflected in the appraisal. The appraisal report summarizes the support and rationale of the highest and best use developed by the appraiser and clearly states all extraordinary assumptions and hypothetical conditions and that their use might have affected the assignment results. The appraiser is not responsible for unauthorized use of this appraisal report.

During the site visit, no conditions were observed that would indicate the presence or existence of hazardous substances such as petroleum leakage, asbestos, agricultural chemicals or other adverse environmental conditions. An environmental study was not provided to the appraiser. Environmental due diligence is suggested prior to any underwriting. The market value stated within this appraisal report is subject to change if any hazardous substances or conditions are detected by an expert in this field. The appraiser is not qualified to detect hazardous circumstances or materials and it is specially assumed that the property is free of adverse environmental conditions.

With consideration given to the applicable market data collected and analyzed, it is the opinion of the undersigned that the estimated market value of the fee simple interest in the subject property (32,840 square feet of vacant land), in "as is" condition, as of February 4, 2015 (date of the site visit), was:

TWENTY FIVE THOUSAND DOLLARS

(\$25,000)

The extraordinary assumptions and/or hypothetical conditions utilized in the market value estimate are as follows. The use of any extraordinary assumptions and/or hypothetical conditions stated below might affect the assignment results if found to be untrue at a later date.

- ◆ A title policy pertaining to the subject was not provided to the appraiser for review and analysis. It is a specific assumption of this appraisal report that the subject property does not encroach on the adjacent sites, or in the event of an encroachment, the market value of the subject is not thereby adversely affected. Any adverse easement or encroachment could inhibit the marketability and warrant modification of the market value estimate.
- ◆ The survey and metes and bounds legal description of the subject property was not provided to the appraiser. Two plats of the subject property were provided to the appraiser. The land areas utilized herein is based upon information on the plats provided (Haynie Consulting, Inc., dated January 12, 2015 and Draft) and are specifically assumed to be accurate.

Page Three
Bruce Nakfoor

The reasonable marketing time estimated for the subject property is 24 months (multi-family residential land). This is the estimated amount of time it will take to sell the subject property at the market value estimated, starting immediately after the effective date of valuation. It is assumed that the subject property has had an adequate market exposure time prior to the effective date of valuation. It should be noted that exposure and marketing times are two distinct periods. Exposure time ends on the effective date of valuation, and marketing time begins on the effective date of valuation. The estimated exposure time for the subject property is 12 months.

Respectfully submitted,



Alan K. Wood, MAI
State Certified TX-1337703-G
awood@sterlingappraisaltx.com

AKW
Attachments

**Real Estate Appraisal Report
of
32,840 Square Feet of Vacant Land (59.78' x 549.34')
West Side of Bagdad Road (CR-279), North of Old RM-2243
Leander, Williamson County, Texas 78641**

Prepared for
Bruce Nakfoor
9119 Spinning Leaf Cove
Austin, Texas 78735

Prepared by:
Sterling Appraisal Services, LLC
100 East Whitestone Boulevard, Suite 148-316
Cedar Park, Texas 78613

Date of Report: March 3, 2015
Effective Date of Valuation: February 4, 2015

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Addenda

Photographs of Subject Property
Appraiser's State Certification

Introduction

Summary of Important Facts and Conclusions



Location and Property Identification

Property Type: 32,840 square feet of vacant land (59.78' x 549.34')

Physical Location: West side of Bagdad Road (CR-279), north of Old RM-2243

Municipal Addresses: Not yet assigned

Parcel ID Number: Not yet assigned

Legal Description: not available, Former right-of-way for North Creek Drive

City: Leander

County/State: Williamson/Texas

Mapsc0: A-342.A

Valuation Dates/Purpose/Time

Date of Report: March 3, 2015

Effective Date of Valuation: February 4, 2015

Purpose of Appraisal: Estimate the Market Value of the Fee Simple Interest, in "As Is" Condition

Estimated Exposure Time: 12 Months

Estimated Marketing Times: 24 months

Site Data

Gross Land Area (Acres): 11.3728 (parent tract)
0.7539 (right-of-way)

Gross Land Area (SF): 495,399
32,840

Zoning: "MF", Multi-Family Residential (parent tract)

Shape: Irregular

Road Frontage: 1,065.27' on the southwest side of Bagdad Road (CR-279), parent tract; 59.78' on the southwest side of Bagdad Road for the right-of-way

Site Infrastructure: None

Topography: Basically level to gently sloping

Soil Conditions: Assumed adequate, rely on geo-technical report

Flood Plain: Zone X, FEMA 48491 C 0455 E, dated September 26, 2008

Utilities: All municipal utilities available to the sites in sufficient quantity for development

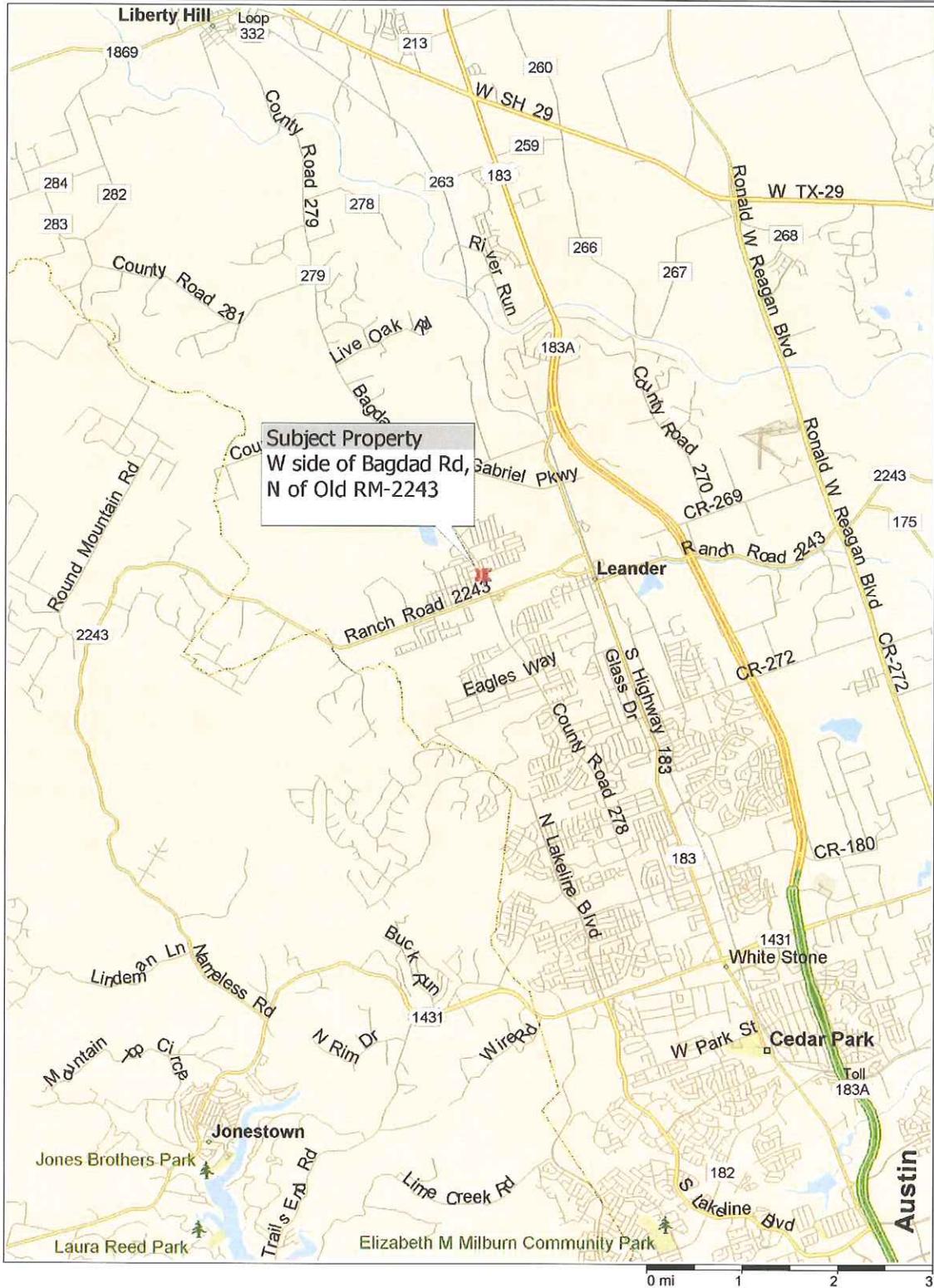
Highest and Best Use (As Is and As If Assembled): Future multi-family residential development, as demand warrants

Value Conclusion

Sales Comparison Approach: \$25,000

"As Is" Value Estimate: \$25,000 or \$0.76 per square foot (32,840 square feet of vacant land)

General Location Map



Property Identification

The subject of this appraisal assignment consists of a 32,840 square feet of vacant land (59.78' x 549.34'), which is the former right-of-way for North Creek Drive. The subject property is located on the west side of Bagdad Road (CR-279), north of Old RM-2243 in the City of Leander, Texas. The municipal addresses have not yet been assigned for the subject property. The Mapsco reference for the immediate locale is A-342.A.

The subject property is currently described as the former right-of-way for North Creek Drive in the City of Leander, Williamson County, Texas. The right-of-way bisects two, multi-family residential tracts which have a total land area of 11.3728 gross acres. The multi-family residential tracts are currently bisected from east to west by the right-of-way for the future North Creek Drive, which the City of Leander does not plan on constructing, per Bruce Nakfoor. The appraiser understands that the City wants to abandon this right-of-way and sell the land, approximately 0.7539 acres or 32,840 square feet (59.78' x 549.34'). The land area of the right-of-way was calculated by the appraiser based upon the plats provided (Haynie Consulting, Inc). Two plats of the subject property were provided to the appraiser. The first plat dated January 12, 2015, has been filed with Williamson County. This plat shows the right-of-way which the borrower is working to acquire from the City of Leander. The second plat shows the assembled tract with the right-of-way land area and subdivides Lot 1E from this tract. The zoning for this planned platting has been approved by the City of Leander.

The land areas utilized herein is based upon information on the plats provided (Haynie Consulting, Inc., dated January 12, 2015 and Draft) and are specifically assumed to be accurate.

Regional Overview

The City of Leander is located within the boundaries of Williamson County and within the Austin/Round Rock/San Marcos Metropolitan Statistical Area (MSA) which includes Bastrop/Caldwell/Hays/Travis/Williamson counties. The Austin/Round Rock/San Marcos MSA economy continued to remain stronger than the national trends with improvements in sales and leasing activity in the real estate market.

During the Fourth Quarter of 2014, the Austin market had a positive 318,635 square feet of absorption with a positive 1,158,340 square feet for 2014 which followed a positive 904,306 SF absorption for 2013. There was positive absorption in seven out of the eight submarkets within the Austin market during the Fourth Quarter with the East Austin submarket as the only submarket with a negative absorption for the quarter. All submarkets in the Austin MSA had a positive net absorption for the year.

Speculative office construction is increasing with 3,569,216 square feet of construction in six of the eight submarkets (only Round Rock and South Austin do not have any office construction), which will come on line in 2015 and 2016. The overall office vacancy rate was 10.6%, down 80 basis points from the previous quarter. The vacancy levels are forecasted to increase slightly in 2015 with new space coming on line and rents are forecasted to continue their increases due to continued demand during the coming year. Rents increased \$1.11/SF for Class A space and decreased \$0.43/SF for Class B space from the 3rd Quarter of 2014 to an average asking rent rate of \$34.78/SF (Class A) and \$22.89/SF (Class B) respectively on a full service basis, per CBRE MarketView, Austin Office Market, 4Q 2014. The Austin office market survey includes 42,824,115 square feet of office space.

Industrial absorption was a positive 325,620 SF in 4Q 2014 for a positive 265,989 square feet for 2014 following a total positive absorption of 1,159,557 SF in 2013. The majority of the absorption came from the North and Far Northeast Austin submarkets. For the 4th Quarter of 2014, the overall vacancy rate was 10.6%, down 70 basis points from the previous quarter. Average asking rental rates ranged from \$6.24/SF for warehouse space (unchanged from 3Q14) to \$10.92/SF for Flex/R&D space (down \$0.12/SF from the previous quarter) per CBRE MarketView, Austin Industrial, 4Q14. The Austin industrial market survey includes 49,749,267 square feet of industrial space.

The amount of new speculative space under construction continued to increase, with 469,423 SF under construction and no new deliveries during the quarter. There is expected to be increasing amounts of built-to-suit construction in 2015. The trend in 2015 is for the industrial market to improve with decreasing vacancy levels and relatively stable lease rate trends.

The amount of retail construction in the Austin market during 2012 was limited with only 690,000 square feet completed with development of only 360,000 SF in 2013. The vacancy rate was 4.6% as of December 2014, unchanged from the previous month. The net absorption in 2014 was a positive 454,341 square feet. Effective rents were \$16.08/SF, up \$0.06 per square foot from the previous month, per the Transwestern Marketwatch Austin Retail, January 2015. Concessions, such as increased tenant finish-out and free rent, have continued to decrease due to renewed demand and lack of new supply entering the market. The Austin retail survey includes 50,557,441 square feet of retail space (25,000 SF or larger).

The Austin apartment market saw a decrease in overall occupancy levels to 90.7% (down 70 basis points from 12/14) in January 2015 with effective rents were up \$1.00 per month from the previous month (\$1,092.00). Occupancy rates were down 110 basis points and effective rents were up \$75.00 per month over the past twelve month period, per ALN Apartment Data, Inc. Austin had the sharpest declines in occupancy rates and effective rents between 3Q07 and 2Q09 of any metropolitan area in the State of Texas after a large number of apartments were developed in the market after the city reached a high of 94.1% in October 2007.

The average unit size in the Austin MSA is 850 square feet with an effective rent of \$1.28 per square foot. Approximately 16% of the apartment developments in the MSA are offering concessions which are up from 8.7% the previous year and the average concession is 4.9% of the asking rent, which is up 21.8% from the previous year. There were 7,015 units added over the previous 12 months with a net absorption of 5,126 units. The pace of development in the Austin market is approximately 80% ahead of the annual rate of development between 2005 and 2012. Occupancy levels and rent growth are expected to decline in 2015 with the increased competition from new units entering the market, as the total number of units will be 170,000, which is also double the number in 2000.

Market drivers of demand (job and population growth) have remained relatively steady in the Austin/Round Rock/San Marcos MSA area. The Austin/Round Rock/San Marcos MSA had an unemployment rate to 3.4% in the month of December, which was down 40 basis points from November 2014 and down 110 basis points from 12 months ago. This rate is compared to the national average of 5.4% in the month of December (down 10 basis points from the previous month and down 110 basis points from December 2013) and 4.1% for the State of Texas (down 50 basis points from November, down 150 basis points from December 2013) per the Texas Workforce Commission (non-seasonally adjusted figures).

The City of Austin is now the 11th largest city in the U.S. per the U.S. Census Bureau. The Austin MSA is the fastest growing large metropolitan area in the United States with 2.6% growth from July 2012 to July 2013, per the most recent U.S. Census report. Per a 2014 report by the Urban Institute, the Austin population is expected to grow 30.5% to 2.3 million people by 2030 in a worst-case scenario and should grow by 55.3% with average birth rates, migration and death rates to 2.7 million.

The City of Austin was ranked 2nd among American cities based upon job, wage and technology metrics by the Milken Institute in 2014. Austin has gained 32,500 jobs (3.7%) year-over-year, as of September 2013 and 185,850 jobs (21.9%) over the previous seven years, per the U.S. Bureau of Labor Statistics.

Austin has the 38th fastest growing economy in the world in 2013 and 2014, per the Brookings Institution's Global MetroMonitor report. The Austin metropolitan area had the highest percentage growth in gross metropolitan product in the country between 2013 and 2014, per HIS Global Insight. The population is growing at approximately 50,000 people per year (2.5%) per Moody's Economy.com. Despite Austin's private sector boom, the Government sector still provides 19.6% of the jobs in the city compared with approximately 16.0% nationally.

The increased sale prices of housing within the Austin market is starting to temper demand, as residential real estate prices are becoming overvalued per market sources. FitchRatings concluded that Austin home prices are 20% overvalued, one of the highest levels in the county, and that there will be a slightly downward trend in home prices in 2015. Fitch believes some Texas markets will be negatively impacted by declining oil prices, particularly Houston and San Antonio, but Austin is less dependent on the energy sector. The major concern in the Austin market is the rapid escalation of home values in the past few years.

The Austin/Round Rock/San Marcos MSA had a 5.6% increase in average housing prices (\$306,778) in December 2014 compared to a year ago. The average housing price for 2014 was \$304,057 which was up 6.8% compared to 2013. The median sales price increased 8.3% in December 2014 over the same period in 2013 to \$242,620. The median sales price for 2014 was \$237,915, up 8.6% compared to 2013 (\$219,000).

Housing demand was up with closed sales up 5.1% for December 2014 compared to December 2013 and up 0.3% for 2014 compared to 2013. The 2014 sales data indicated a pattern of rising housing prices with relatively stable to improving inventory levels, with the market shifting during the year from a market with undersupply to one approaching equilibrium in supply.

Marketing times was up 4.5% in December 2014 compared to the same period last year (62 DOM vs. 59 DOM) with the days-on-market (DOM) down 7.8% for the year (52 DOM vs. 56 DOM). The inventory of existing houses on the market is unchanged in December with a 2.3 month supply, which is below the 12 month average of 2.8 months per the Austin Board of Realtors.

A map of the regional area is shown on the following page.

Market Area Analysis

The subject property is located within a commercial and residential area in the northern portion of the City of Leander. The subject neighborhood is generally defined by San Gabriel Parkway/the Leander city limits to the north, the 183A toll road to the east, Crystal Falls Parkway (CR-272) to the south and the Leander city limits and Travis/Williamson County line to the west. The immediate micro-locale consists of developing single-family communities and commercial developments along the US-183 development corridor.

Due to its proximity to arterial routes and surrounding single-family residential subdivisions, the subject has average overall location attributes from a commercial perspective. The area also has average linkage to the regional highway system (the 183A toll road).

The major thoroughfares of the area are US-183, RM-2243, Crystal Falls Parkway and Bagdad Road. Regional access to the subject neighborhood area is provided by the 183A toll road. This highway is a high-speed primary artery, which provide direct access to the regional freeway infrastructure and connects the City of Leander with the City of Austin to the southeast.

Retail absorption was a positive 27,186 SF in 4Q 2014 for a positive 314,203 square feet for 2014 which was the second highest of any submarket in the Austin MSA. The vacant rate for retail space in the Round Rock/Cedar Park (southern Williamson County) submarket, which includes the subject, was 6.1% in December 2014 compared to 4.6% for the Austin MSA, per Transwestern, Marketwatch Austin Retail, December 2014. The average lease rates were \$16.02/SF on a triple net expense basis in the submarket.

As of the January 2015, the multi-family occupancy rate was 99.0%, which was up 140 basis points over the past six months and up 230 basis points over 1 year ago in the submarket defined as Zip Code 78641. The occupancy rate was higher than the overall rate for the Austin MSA, which was 91.4%. The absorption was a positive 220 units with 208 units added over the past 6 months and a positive absorption of 215 units with 208 units added over the past 24 months with a total of 814 units within the submarket. The average unit size within the submarket is 978 square feet with an average effective rent of \$0.89 per square foot or \$870 per month. This information is per ALN Apartment Data, Inc., January 2015.

The number of multi-family residential developments within the City of Leander is limited, with the majority of development being in the southern portion of the city. There have been a large number of units added in the City of Cedar Park to the south over the past 24 months, as the closer proximity to the employment centers in the City of Austin is a benefit. The demand for multi-family residential land within the City of Leander is estimated to be limited over the next 24 to 36 months.

The immediate subject locale consists of single-family residential developments with supporting retail and commercial developments along area thoroughfares and freeways. The area is approximately 50% developed to date. The average age of the improvements in the area ranges between less than 1 and 25 years old. The commercial properties are in support to the surrounding residential subdivisions. Demand generators are the proximity to the surrounding residential developments.

Maps of the subject's market area are presented on the following page.

Site Analysis – Multi-Family Residential Tract and Right-of-Way

The future multi-family residential tract is 11.3728 gross acres located in the northern portion of the parent tract. The multi-family tract is currently bisected from east to west by a right-of-way for the future North Creek Drive, which the City of Leander does not plan on constructing. Per Bruce Nakfoor, the borrower, the City wants to abandon this right-of-way and sell the land, approximately 0.7539 acres or 32,840 square feet (59.78' x 549.34'). This site also includes a 2.0390 acre drainage and public utility easement in the southern portion of the site. This analysis is based upon the assemblage of the right-of-way for the future North Creek Drive with adjacent tracts for the 12.1267 gross acre multi-family residential tract. The valuation of the right-of-way will be based upon the value of the difference between the two tracts prior to assemblage and the value of the two tracts after assemblage.

The property (multi-family residential tract) is legally described as a portion of Lot 1 and Lot 2, North Creek Commercial Park. The future legal description of the multi-family residential tract is Lot 1AA, North Creek Commercial Park in the City of Leander, Williamson County, Texas. The municipal address of the site has not yet been assigned.

The multi-family residential tract is located on the west side of Bagdad Road (CR-279), north of Old RM-2243 in the City of Leander. The tract is irregular in shape and has a typical depth-to-frontage ratio which is adequate for multi-family residential development.

The properties immediately adjacent to the subject consist of the single-family residential subdivision to the north and west, a single-family residential subdivision and a landscape materials sale facility is located to the east. A vacant commercial site (Lots 1E, 1B and 1C, zoned GC) is located to the south. No adverse conditions or adjacent developments were noted which would affect the market value or marketability of the subject property.

The topography is basically level to gently sloping and drainage/runoff is assumed to be adequate. The exposure and visibility levels to adjacent roadways are adequate for future multi-family residential development.

After reviewing Flood Insurance Rate Maps (FIRM) published by the Federal Emergency Management Agency (FEMA), it was concluded that the properties are located in Zone X. The applicable FEMA map numbers are FEMA 48491 C 0455 E, dated September 26, 2008. Zone X is defined as an area outside of the 0.2% annual chance floodplain by FEMA. This is the lowest level assigned by FEMA and there is no adverse effect due to the floodplain.

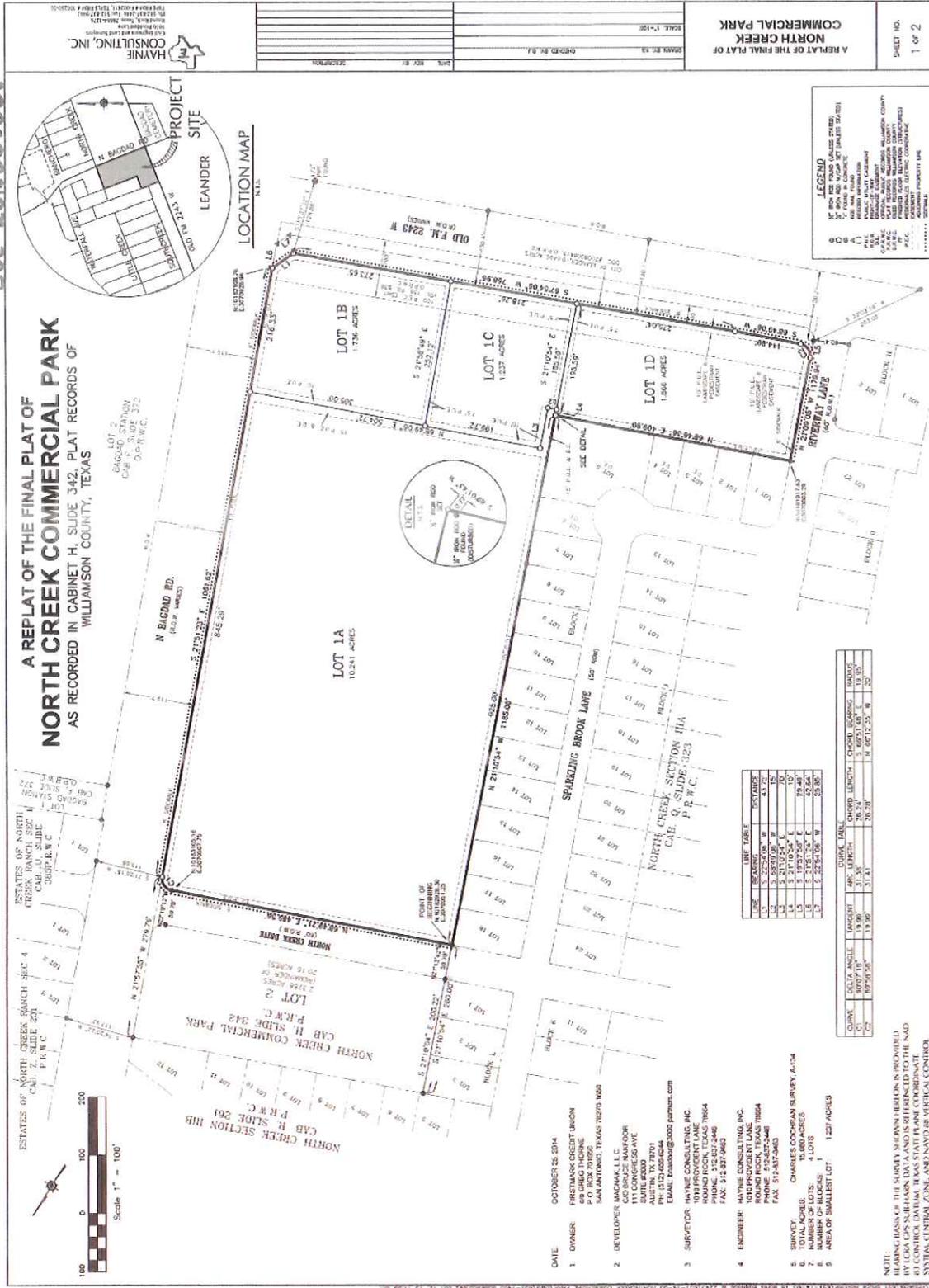
The soil/subsoil conditions observed for the tract appear to be typical of those found in this sector of Williamson County. Although the appraiser was not furnished with any specific soil test or analysis, the conditions appear to be such that, with proper site work, the soils are capable of providing a satisfactory foundation for construction. The appraiser should not be considered an expert in the field and an engineering study should be completed prior to any development on the subject.

Municipal water and sanitary sewer services are furnished by the City of Leander. Electrical service is provided by Pedernales Electric Co-op, natural gas services are provided by Atmos Gas Service and telephone service is via AT&T. These services are reported to be adequate for future multi-family residential development.

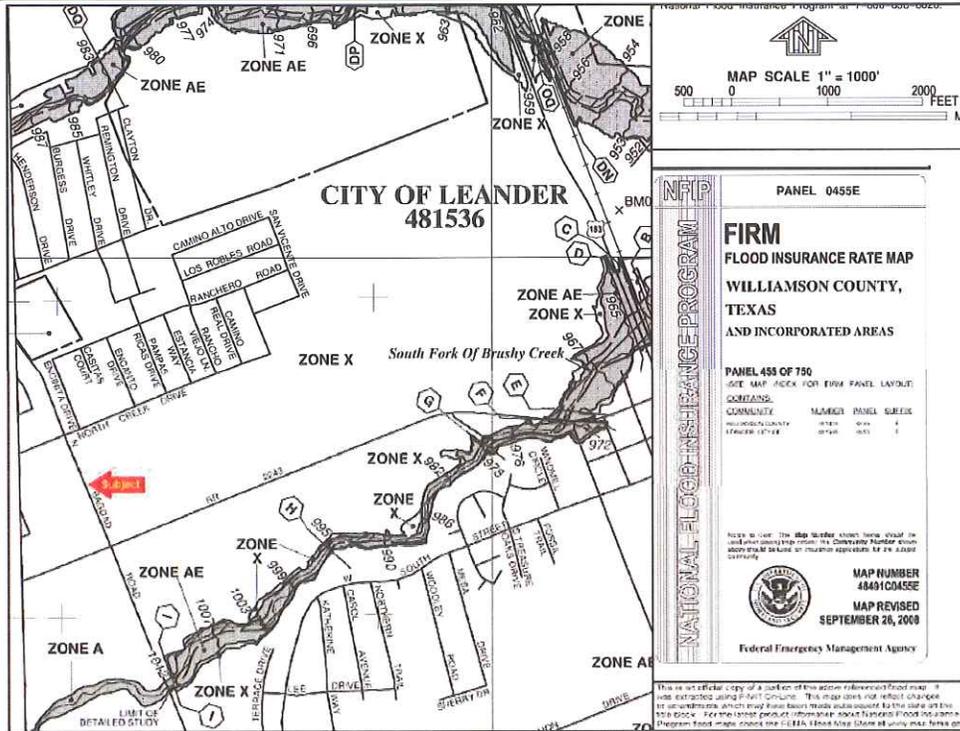
Exhibits

The plat map showing the right-of-way bisecting the multi-family residential tract, plat map with the assemblage including the right-of-way, flood plain map, aerial views are shown on the following pages.

Plat Map (dated January 12, 2015)



Flood Plain Map



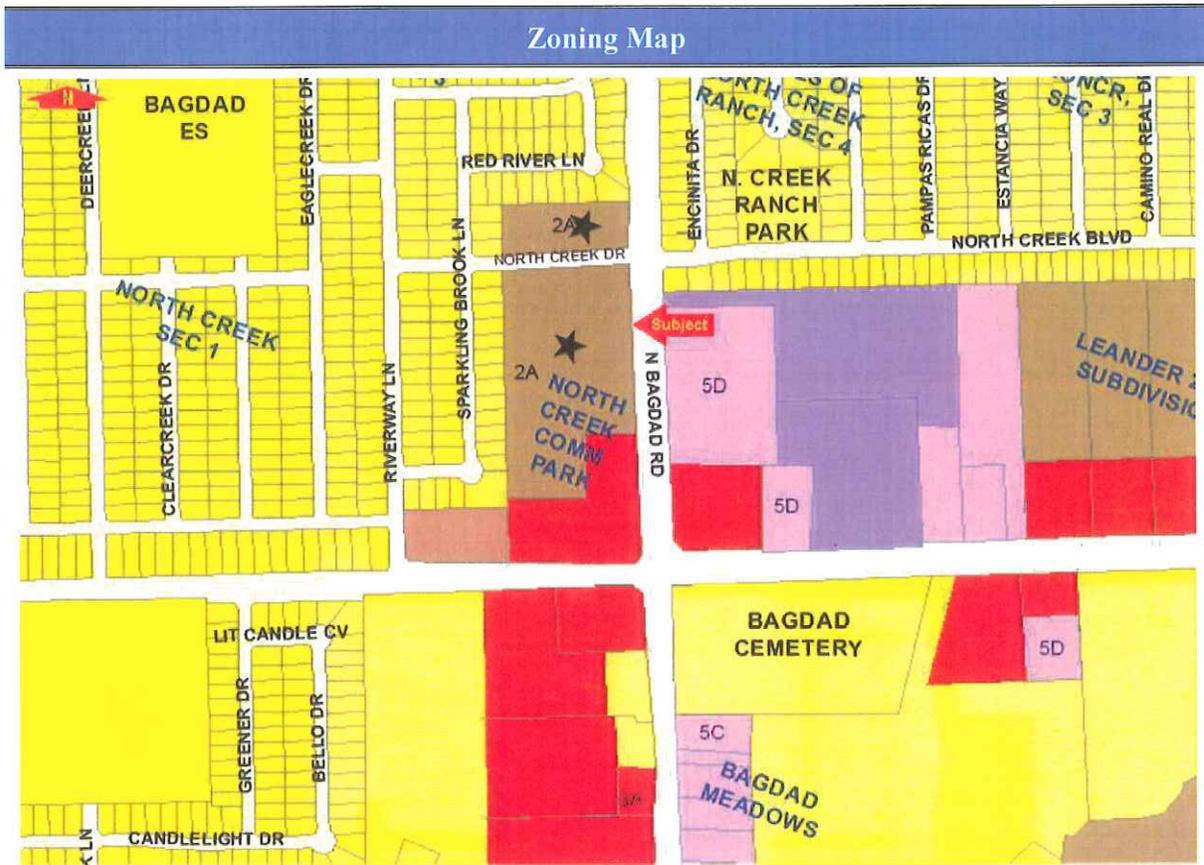
Aerial View



Zoning

The City of Leander regulates land use within its municipal jurisdiction by the implementation and enforcement of zoning ordinances. Zoning ordinances screen and control urban development, promote consistency, compatibility and contribution to the community, and define the quality and character of the neighborhood area.

The northern portion of the parent tract is zoned “MF”, Multi-Family Residential. As designed, the development meets current zoning requirements.



Deed Restrictions/Compliance

To the best of the appraiser’s knowledge, there are no deed restrictions affecting or limiting the use of the subject property. However, this should not be taken as a guarantee or warranty that restrictions do not exist. It is recommended that a title search be made regarding deed restrictions.

Property Tax and Assessment Data

The subject taxing entities include the City of Leander, Leander Independent School District and Williamson County (including community college, road/bridge and water districts). The 2014 tax rate for the subject properties is \$2.716551900 per \$100 of assessed valuation.

The subject property (parent tract) has a 2014 assessment of \$1,914,953 or \$2.52 per square foot for the 17.4088 gross acres of land area by the Williamson Central Appraisal District. The current assessment is unchanged since 2012. The subject assessment is considered to be below current market levels and similar to other assessment in the general area. Based upon the 2014 assessed value of \$1,914,953, given the 2014 tax rate of \$2.71655190 per \$100 of assessed valuation, the subject’s annual property tax burden equates to \$52,021 (in “as is” condition).

The tract will be reassessed upon the completion of the replatting and the construction of the horizontal site infrastructure. The chart below list several tax comparables for similar multi-family residential tracts in the area.

Tax Comparables			
Address	Assessed Value (Land)	GLA (SF/Acres)	Assessed Value/SF
W side of Bagdad Rd, N of Municipal (MF)	\$1,168,386	17.4285	\$ 1.54
3000 N. Lakeline Blvd. (MF)	\$1,861,668	21.3690	\$ 2.00
2702 Bagdad Rd. (MF)	\$1,230,353	10.7600	\$ 2.62

The projected assessments for the subject property are as follows:

Projected Assessments			
Lot Number	Gross Land Area (Acres)	Assessment per SF	Projected Assessment
1AA	12.1267	\$ 1.75	\$ 924,418

Based upon the projected assessed value of \$924,418, given the 2014 tax rate of \$2.71655190 per \$100 of assessed valuation, the subject’s annual projected property tax burden equates to \$25,112.

The subject property taxes are current, per the Williamson County Tax Assessor’s office, as of the effective date of this valuation.

Highest and Best Use – Multi-Family Residential Tract

The concept of Highest and Best Use can be defined as being: “The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.”¹

Physically Possible

Physically Possible is defined as the possible uses of the subject property that must conform to the existing size, shape, terrain, and depth-to-frontage ratios. Certain parcels of land will require assemblage due to shape or small size. Following are criteria pertaining to the physically possible uses of the subject.

Gross Land Area (Acres):	12.1267 (after assemblage)	Adequate
Frontage:	West side of Bagdad Road	Adequate
Visibility/Exposure	Average	Adequate
Topography/Flood Plain:	Basically level to gently sloping/Zone X	Adequate
Utilities:	All available	Adequate
Development Conformity:	Average	Adequate

In review of the foregoing, the physical characteristics of the property do not appear to impose any significant constraints or limitations regarding use and/or future development.

Legally Permissible

Legal restrictions as they apply to the subject property are private deed restrictions and the public existing land use regulations of zoning. There are no known private deed restrictions in place for the subject. However, this should not be taken as a guarantee or warranty that restrictions do not exist. It is recommended that a title search be made regarding deed restrictions. The subject property is zoned “MF”, Multi-Family Residential District by the City of Leander. The current proposed use of the subject property, future multi-family residential development, is thought to be consistent with the surrounding land uses in the immediate area in terms of scale, compatibility and conformity.

Financially Feasible

The test of feasibility is only to those uses that are legally permissible and physically possible. If the property is capable of generating a sufficient net income to cover the required return on investment while also providing an adequate return to the land, then the usage is financially feasible within a defined price limit.

¹ The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010, Page 93

Based on current economic and financial conditions within the marketplace, it appears that the market is marginally capable of providing a sufficient income stream to justify speculative multi-family residential development based upon current occupancy levels. Therefore, future multi-family residential development, as demand warrants.

Maximally Productive

Maximally Productive usage is the development which produces the highest market value of the subject property. Given the surrounding residential and commercial development, coupled with the subject's exposure, accessibility, shape and size, the maximally productive usage of the property is thought to be for future multi-family residential development, as demand warrants.

Highest and Best Use - "As Is" and "As If Assembled" Condition

At present, the subject area is approximately 50% built-up. The existing inventory of vacant land appears to be sufficient in quantity for the short-term outlook. Under prevailing market conditions, it is estimated the highest and best use of the subject property, in "as is" and "as if assembled" condition, would be for future multi-family residential development, as demand warrants.

A reasonable marketing time estimated for the subject property is 24 months, in "as is" and "as if assembled" condition. It should be noted that exposure and marketing times are two distinct periods; exposure time ends on the effective date of valuation and marketing time begins on the effective date of valuation.

Highest and Best Use – Right-of-Way

The concept of Highest and Best Use can be defined as being: “The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.”²

Physically Possible

Physically Possible is defined as the possible uses of the subject property that must conform to the existing size, shape, terrain, and depth-to-frontage ratios. Certain parcels of land will require assemblage due to shape or small size. Following are criteria pertaining to the physically possible uses of the subject.

Gross Land Area (Acres):	0.7539	Adequate
Frontage	West side of Bagdad Road	Adequate
Visibility/Exposure	Below average	Adverse
Topography/Flood Plain:	Basically level to gently sloping/Zone X	Adequate
Utilities:	All available	Adequate
Development Conformity:	Average	Adequate

In review of the foregoing, the physical characteristics of the property appear to impose significant constraints or limitations regarding use and/or future development due to the limited width of the subject property, therefore, assemblage with adjacent property for future development is estimated to be the highest and best use of the property.

Legally Permissible

Legal restrictions as they apply to the subject property are private deed restrictions and the public existing land use regulations of zoning. There are no known private deed restrictions in place for the subject. However, this should not be taken as a guarantee or warranty that restrictions do not exist. It is recommended that a title search be made regarding deed restrictions. The subject property is not zoned by the City of Leander, as the property is proposed right-of-way. The current proposed use of the subject property, assemblage for future multi-family residential development, is thought to be consistent with the surrounding land uses in the immediate area in terms of scale, compatibility and conformity.

Financially Feasible

The test of feasibility is only to those uses that are legally permissible and physically possible. If the property is capable of generating a sufficient net income to cover the required return on investment while also providing an adequate return to the land, then the usage is financially feasible within a defined price limit.

² The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010, Page 93

Based on current economic and financial conditions within the marketplace, it appears that the market is not capable of providing a sufficient income stream to justify development based configuration of the site. Therefore, assemblage with adjacent property for future development is estimated to be the highest and best use of the property.

Maximally Productive

Maximally Productive usage is the development which produces the highest market value of the subject property. Given the surrounding residential and commercial development, coupled with the subject's exposure, accessibility, shape (limited road frontage and width) and size, the maximally productive usage of the property is thought to be for assemblage for future multi-family residential development, as demand warrants.

Highest and Best Use - "As Is" and "As If Assembled" Condition

At present, the subject area is approximately 50% built-up. The existing inventory of vacant land appears to be sufficient in quantity for the short-term outlook. Under prevailing market conditions, it is estimated the highest and best use of the subject property, in "as is" condition is for assemblage with adjacent tracts for development and in "as if assembled" condition, would be for future multi-family residential development, as demand warrants.

A reasonable marketing time estimated for the subject property is 24 months, in "as if assembled" condition. It should be noted that exposure and marketing times are two distinct periods; exposure time ends on the effective date of valuation and marketing time begins on the effective date of valuation.

Purpose of the Appraisal Report

The purpose of this appraisal report is to estimate market value of the fee simple interest in the subject property (32,840 square feet of vacant land, 59.78' x 549.34'), in "as is" condition, as of February 4, 2015 (date of site visit).

The definition of market value utilized herein is as follows:

Market Value is defined as being the most probable price, which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and acting in what they consider their own best interests;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.³

³ 12 C.F.R. Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994; Page 42, Interagency Appraisal and Evaluation Guidelines, December 2, 2010, The Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of Thrift Supervision and the National Credit Union Administration

Property Rights Appraised

The ownership rights being appraised are fee simple interest in the subject property (32,840 square feet of vacant land, 59.78' x 549.34'), in "as is" condition, as of February 4, 2015 (date of site visit).

Fee Simple Estate is defined as being "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat".⁴

Leased Fee Estate is "the ownership interest held by the lessor, which includes the right to the contract rent specified in the lease plus the reversionary right when the lease expires".⁵

Leasehold Estate is "the right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease".⁶

Intended Use and Intended User

It is understood that the intended use of this appraisal report is for the usage of Bruce Nakfoor for the negotiation of the purchase of the former right-of-way of North Creek Drive. Any other use or user are not intended or authorized. The appraisal report is based in part upon documents and information owned and possessed by Sterling Appraisal Services, LLC and the information, analyses and conclusions contained within the appraisal report are to be held strictly confidential.

Unless stated herein, no third parties are allowed to rely upon this valuation analysis or any data contained in this appraisal report without the written consent of Sterling Appraisal Services, LLC. The unlawful interception, use or disclosure of such confidential information is strictly prohibited under Federal Statute 18 USCA 2511 and the Gramm-Leach-Bliley Act of 1999. Any parties found in possession of this report who are believed to have obtained it inappropriately can be prosecuted under Federal Statute 18 USCA 2511 and if misused by breaching its confidential content can also be prosecuted under the Gramm-Leach-Bliley Act of 1999.

⁴ The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010, Page 78

⁵ The Appraisal of Real Estate, Fourteenth Edition, Appraisal Institute, 2013, Page 69

⁶ Ibid

Competency of the Appraiser

Alan K. Wood, MAI is a Designated Member of the Appraisal Institute and is a Certified General Real Estate Appraiser in the State of Texas. Mr. Wood has a B.A. in Economics/Chemistry from the University of New Mexico and M.B.A. from Texas A&M University. He has a comprehensive knowledge and experience of all major property types and special-use properties. His expertise and competency was developed by his 10+ years of appraising and regularly attending courses and seminars to continue his education and expertise in the appraisal field.

His knowledge and experience throughout the State of Texas enhances his competency in the valuation and analysis of the subject property type. He has experience in the valuation of numerous commercial property types including retail, office, industrial, hospitality, apartment/condominium conversions, apartment developments, single-family residential subdivision developments, farm/ranch and special-use properties. Due to his established qualification and prior experience in appraising similar property types, the appraiser is deemed to be in compliance with the Competency Rule of USPAP.

Scope of Work

Scope of Work is the type and extent of research and analysis in an assignment. It includes the extent to which the property is identified; the extent to which tangible property is inspected; the type and extent of data researched; and the type and extent of analysis applied to arrive at opinions or conclusions.⁷ The scope of work for an assignment is acceptable if it leads to credible assignment results, is consistent with the expectations of parties who are regularly intended users for similar assignments and is consistent with what the actions of the appraiser's peers would be in the same or similar assignment.⁸

Type of Appraisal				
<input checked="" type="checkbox"/> Real Estate	<input type="checkbox"/> Personal Property	<input type="checkbox"/> Mass Appraisal	<input type="checkbox"/> Business Valuation/Going Concern	
<input type="checkbox"/> Review Appraisal	<input type="checkbox"/> Real Estate Consulting	<input type="checkbox"/> Fractional Interest		
Property Type and Description				
<input checked="" type="checkbox"/> Vacant Land	<input type="checkbox"/> Industrial	<input type="checkbox"/> Office	<input type="checkbox"/> Retail	<input type="checkbox"/> Lodging
<input type="checkbox"/> Special Use	<input type="checkbox"/> Residential Subdivision	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Agricultural
Legal Description:	<input checked="" type="checkbox"/> Sufficient	<input type="checkbox"/> Insufficient	Metes and Bounds:	<input type="checkbox"/> Provided <input checked="" type="checkbox"/> Not Provided
Property Rights Appraised				
<input checked="" type="checkbox"/> Fee Simple	<input type="checkbox"/> Leased Fee	<input type="checkbox"/> Leasehold	<input type="checkbox"/> Condominium	
Property Inspection				
<input type="checkbox"/> Exterior and Interior		<input type="checkbox"/> Exterior Only	<input checked="" type="checkbox"/> Site Observation	

On improved properties, it should be noted that a physical inspection by a licensed professional is highly recommended. The appraiser is not qualified to detect defects in mechanical systems, roofing, foundation settlement, lead based paint or mold. The electrical and mechanical components are assumed to be in satisfactory working condition. This appraisal report should not be relied upon to disclose any apparent or latent defects in the subject property's condition.

Type of Data Researched

The process of collecting information concerning the comparable sales listed within this report consisted of contacting real estate brokers, grantors (sellers) and grantees (buyers), and other parties that have interest in the subject area. Factual data collected on the comparable sales included characteristics of each sale, consideration of each sale price given, the extent of financing made available, if any, and the date of sale.

Additional data, specifically when judged relevant to the valuation of the subject property, was procured from the appropriate secondary sources such as the City of Leander, the Williamson Central Appraisal District, CoStar, Inc., Austin MLS and LoopNet, Inc. The information incorporated within is an independent and objective study of the subject.

⁷ Scope of Work, Appraisal Institute, 2006, Page 18

⁸ The Appraisal of Real Estate, Fourteenth Edition, Appraisal Institute, 2013, Page 87

Type of Analysis

The appraiser was contacted by Bruce Nakfoor, who requested the appraisal report. After an identification of the appraisal problem to be solved, the **Appraisal Report** format was utilized and the **Sales Comparison Approach** is used in conjunction with discounted cash flow model in the analysis and estimation of the market value of the subject property (multi-family residential tract) in “as if assembled” and in “as is” condition. The estimated market value of the subject property (right-of-way) is calculated based upon this analysis.

The exclusion of any approaches to value does not diminish the reliability of the valuation analysis and is an accepted professional appraisal practice. The above methodology, as presented in the appraisal report, will contain sufficient research and analyses necessary to produce a credible appraisal.

Acceptability

The appraisal report meets the two standards of acceptability in that the report meets the expectations of parties who are regularly intended users for similar assignments and meets the appraiser’s peers’ actions in performing the same or similar assignments.

Scope Disclosure

The appraisal report contains sufficient information to allow intended users to understand the scope of work performed.

Assumptions and Limiting Conditions

See Section A, Page 27

Extraordinary Assumptions and/or Hypothetical Conditions

See Section A, Page 29

History of the Property

As required by the Code of Professional Ethics and Standards of Professional Appraisal Practice established by the Appraisal Institute, the appraisal report must consider and analyze any current agreement of sale, options, listings, and any prior sales within the past three years. This analysis should reasonably disclose and verify:

- A. Grantor(s) - Grantee(s)
- B. Sale date(s)
- C. Sale price(s) and terms of financing, discounting the sale to a cash equivalent, when necessary
- D. Any interrelated parties to each transaction

The subject property (parent tract) is under the ownership of Firstmark Credit Union, which has owned the subject since October 2, 2012, after foreclosing on the property. The property had been owned by NDG Holding, LP since January 29, 2007. The transaction was recorded in the Williamson County Clerk's records, Document Number 2012081399.

The subject property (17.4088 gross acres) is under contract to be purchased by Bruce Nakfoor for \$2,700,000 or \$3.56 per square foot (excluding the right-of-way currently owned by the City of Leander). The appraiser was provided with a copy of the purchase contract. The purchase price is estimated to be near current market levels, based upon comparable sales in the marketplace. The subject property was listed for sale at \$2,700,000 by Kennedy Wilson, 210.477.3165.

Mr. Nakoor will subdivide the parent tract following closing and is in negotiations with the City of Leander to purchase the planned right-of-way which bisects the northern portion of the tract from east to west. The purchase price is not established and is the purpose of this analysis. The tract will be subdivided into four commercial sites and one multi-family residential tract. The four commercial sites are under contract to be purchased following the completion of construction of detention pond and utility tie-ins.

This historical ownership data was researched and reported in order to comply with USPAP. It should not be used in lieu of a title search and is not intended as a guarantee to the chain of title. No other pertinent information was uncovered during the research process.

Assumptions and Limiting Conditions

The Certification is subject to the following conditions and to such other specific and limiting conditions as set forth by the appraiser in the appraisal report.

1. The appraiser shall not be required to give testimony in any legal hearing, deposition, or before any court of law because of having made this appraisal, with reference to the property in question, unless prior arrangements have been made. These arrangements include agreement on just and fair compensation for such services. In addition, the appraiser will be allowed adequate time, as deemed necessary by the appraiser, to prepare for any hearing, deposition, or trial.
2. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the appraiser is affiliated: specifically, the Appraisal Institute.
3. The signatory of this appraisal report is a Designated Member of the Appraisal Institute. The Bylaws and Regulations of the Institute require each Member to control the use and distribution of each appraisal report signed by such Member. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared. However, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the appraiser. Neither all nor any part of the report, or copy thereof shall be disseminated to the general public by the use of advertising, public relations, news, sales, or other media for public communication without the prior written consent and approval of the appraiser. Nor shall the appraiser, firm, or professional organizations of which the appraiser is a member be identified without written consent of the appraiser.
4. The legal description and land area utilized in this appraisal report are assumed to be correct. It is further assumed that no easements, encroachments or rights-of-way exist which would adversely affect the market value or marketability of the subject site.
5. Any sketch in this appraisal report may show approximate dimensions and is included only to assist the reader in visualizing the subject property. All maps within the appraisal report show the approximate location of the subject property. The appraiser has made no survey of the property and no responsibility is assumed in connection with such matters.
6. No responsibility is assumed for matters of a legal nature affecting the subject property appraised or the title thereto, nor is an opinion of title rendered. All mortgages, liens, encumbrances, encroachments, leases, and servitudes have been disregarded unless so specified within the appraisal report. It is assumed that the title of the subject property is under single ownership and is good and marketable. The subject property is appraised as though under responsible ownership and competent management.

7. Information, estimates, and opinions furnished to the appraiser, and contained herein, were obtained from sources considered reliable and believed to be true and correct. A reasonable effort has been made to verify such information. However, no responsibility for accuracy of such items is assumed by the appraiser.
8. It is assumed that there are no hidden or unapparent conditions of the site, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover such factors.
9. Opinions of value contained herein are estimates. There is no guarantee, written or implied, that the subject property will sell or lease for the indicated amounts.
10. The distribution of the total valuation in this appraisal report between land and improvements applies only under the existing program of utilization. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
11. Mortgage financing is assumed to be available for the subject property. Assumptions in this valuation are based on conventional mortgage sources, terms, and conditions.
12. Full compliance with all applicable federal, state, and local environmental regulations and laws is assumed unless noncompliance is stated, defined, and considered in the appraisal report.
13. All applicable zoning and use regulations and restrictions are assumed to have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
14. It is assumed that all required licenses, permits, consents or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the market value estimate contained in this appraisal report is based.
15. In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea-formaldehyde foam insulation, and/or existence of toxic waste, which may or may not be present on the subject property, was not observed by the appraiser; nor does the appraiser have any knowledge of the existence of such materials on or in the subject property. The appraiser, however, is not qualified to detect such substances. The existence of urea-formaldehyde foam insulation or other potentially hazardous waste material may have an effect on the market value of the subject property. The appraiser urges the client to retain an expert in this field, if desired.
16. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusions are contingent upon completion of the improvements in a workmanlike manner and in a reasonable period of time. A final inspection and market value estimate upon the completion of said improvements should be required.

17. An appraisal requires the study of all value influences. Anticipation and change are fundamental in this study. Anticipation means that value is created by the expectations of benefits to be derived in the future. Change is the law of cause and effect at work. Social, economic, governmental, and environmental forces that affect real estate are in constant, inevitable transition. Since these forces undergo continual change, so do individual market values. Due to the inevitability of change, the appraisal report's market value estimate is valid only as of the effective date of valuation.
18. This appraisal report contains the pertinent data considered necessary to support the market value estimate. No pertinent facts have been knowingly withheld. The appraiser has attempted to identify all the social, economic, governmental, and environmental forces which influence the market value of the subject property. However, no guarantee is made that the appraiser has knowledge of all those factors.
19. With the enactment of the Americans with Disabilities Act (ADA), the appraiser has assumed that there is full compliance with all requirements of Title III of the ADA. The appraiser is not qualified experts in detecting non-compliance and no responsibility is assumed for any such conditions or for any expertise or architectural/design knowledge and costs required to identify such non-compliance. In the course of the site visit, the appraiser may have observed some items of possible non-compliance, however, a comprehensive list with related costs have not been developed. The market value estimate is predicated on the assumption that there is no curable or incurable functional obsolescence or related cost to cure items imposed by the regulations of this law, unless otherwise detailed in this appraisal report. The appraiser urges the client to retain an expert in this field, if so desired.
20. Upon acceptance of this appraisal report, the Assumptions and Limiting Conditions set forth herein have been agreed to by both parties.

The extraordinary assumptions and/or hypothetical conditions utilized in the market value estimate are as follows. The use of any extraordinary assumptions and/or hypothetical conditions stated below might affect the assignment results if found to be untrue at a later date.

- ◆ A title policy pertaining to the subject was not provided to the appraiser for review and analysis. It is a specific assumption of this appraisal report that the subject does not encroach on the adjacent sites, or in the event of an encroachment, the market value of the subject is not thereby adversely affected. Any adverse easement or encroachment could inhibit the marketability and warrant modification of the market value estimate.
- ◆ The survey and metes and bounds legal description of the subject property was not provided to the appraiser. Two plats of the subject property were provided to the appraiser. The land areas utilized herein is based upon information on the plats provided (Haynie Consulting, Inc., dated January 12, 2015 and Draft) and are specifically assumed to be accurate.

Certification

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is the appraiser's personal, impartial, and unbiased professional analysis, opinion, and conclusion.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results. The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. I **have not** performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
8. The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute, as well as with Title XI of the Federal Financial Institutions Reform and Enforcement Act of 1989 (FIRREA) and its regulations, and the *Uniform Standards of Professional Appraisal Practice*.
9. Mr. Alan K. Wood, MAI has made a personal observation (site observation) of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. As of the date of this report, I have completed the continuing education programs of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

March 3, 2015

Date of Report



Alan K. Wood, MAI

State Certified TX-1337703-G

Representative Clients:

Partial Listing

BB&T	Sovereign Bank, N.A.
BBVA Compass	FirstBank Southwest
North Dallas Bank & Trust Co.	Wells Fargo Bank
United Development Funding IV	Southside Bank
Southwest Securities, F.S.B.	American National Bank of Texas
Behringer Harvard	Southside Bank
Amegy Bank, N.A.	Park Cities Bank
American Bank of Commerce	Stillwater National Bank and Trust Company
Bank of America	The Northern Trust Co.
Northstar Bank of Texas	PlainsCapital Bank
American Bank of Texas	Prosperity Bank
Capital One, N.A.	First National Bank of Beeville
Independent Bank	Affiliated Bank
Metropolitan National Bank	Providence Bank
Lubbock National Bank	Zions National Bank
First Financial Bankshares, Inc.	Inwood National Bank
Veritex Community Bank	Liberty Bank of Arkansas
Vista Bank Texas	Texas Security Bank
Southwest Airlines	Symetra Life Insurance Company
North Dallas Bank & Trust	Pacific City Bank
CommerceWest Bank, N.A.	T Bank
Horizon Bank	Texas District Church Extension Fund
EverBank	Southwest Securities SSB
SunTrust Bank	Wing Lung Bank
InterBank	ViewPoint Bank
Cornerstone Bank	People's United Bank
Texas Champion Bank	Texas Community Bank
SouthStar Bank, S.S.B.	Schertz Bank and Trust
Crockett National Bank	Firstmark Credit Union
Texas Community Bank	Security Service Federal Credit Union
Centennial Bank (Arkansas)	Bluebird Investments, LLC
HomeBank TX	Cadence Bank
Lone Star National Bank	Classic Bank, N.A.
Pinnacle Bank	First Texas Bank
Security State Bank & Trust	CU Business Solutions
Pioneer Bank SSB	First-Lockhart National Bank
North Rocky Investments, LLC	Vista Bank - Lubbock
TIB – The Independent BankersBank	Texas Brand Bank

Valuation Analysis

The Appraisal Process

The estimation of a real property's market value involves a systematic process in which the problem is defined; the scope of work necessary to solve the problem is planned; and the data required is acquired, classified, analyzed and interpreted into an estimate of market value. In this process, three basic approaches, when applicable are used by the appraiser: the **Sales Comparison Approach**, the **Income Approach**, and the **Cost Approach**. When one or more of these approaches is not applicable in the appraisal process; full justification must be presented. A brief explanation of each approach follows:

The **Sales Comparison Approach** involves the analysis of similar market transactions. The comparable sales data interpreted include the conditions of sale, location attributes and physical characteristics. The notable aspects of each property transaction that require adjustment are then quantified, and the adjusted range provides the value indication.

Adjustments applied for location, size, and utility attributes are generally determined by the actions of typical buyers and sellers in the area market. This value range, as indicated by the adjusted comparable properties, is then correlated into an indicated value for each portion of the subject property. A sell-out period (absorption rate) and sale expenses are then estimated to project future net proceeds. These proceeds are then discounted to a present value estimate at an appropriate discount factor to arrive at the value of the subject property as of the effective date of valuation.

The **Cost Approach** is not utilized in this report since the subject property is a strip of land for a street right-of-way. For the same reason, the **Income Approach** is not used. There is no known rental data for similar sites which would provide a basis for the use of this approach. Thus, only the **Sales Comparison Approach** is considered appropriate for use herein.

Sales Comparison Approach

This approach to market value, also termed the Market Approach, involves the comparison of similar properties that have been purchased over the recent past. The methodology requires the analysis of similar land sales and current offerings, with an indication of value derived from the adjusted sales data. The reliability of this method is contingent upon the availability of the existing data base, the verification of sale terms including price, conditions of sale, financing and intended uses. The sales are also analyzed in terms of comparability and should be arms-length transactions. This method is the most applicable technique in most valuation analysis of vacant land in the subject area.

In the subject market area, the most typically used units of comparison are the **Sale Price per Square Foot (SP/SF)** and the **Sale Price per Acre (SP/Acre)**.

The **Sale Price per Square Foot (SP/SF)** is obtained by dividing the property's sale price by the gross or net land area in square feet. Since SP/SF involves a comparison of physical attributes, adjustments must be made for any differences that affect sale prices. These differences include financing and market conditions, location, zoning, and physical characteristics of the site. This is a reliable unit of comparison assuming a high degree of comparability.

The **Sale Price per Acre (SP/Acre)** is the quotient of the sale price divided by the gross or net land area in acres. This unit of comparison is typically used in the valuation of larger land tracts. Assuming a high degree of similarity between the comparable sales and the subject, the SP/Acre is a reliable unit of comparison.

This approach is based upon the principle of substitution, which stipulates that the market value of a property can be estimated by analyzing the cost of acquiring an equally desirable substitute property. Due to the size and location of the subject property, the SP/SF unit of comparison is thought to be most applicable for this analysis.

The Williamson and Travis County deed records were researched for comparable sales data pertinent to the subject valuation assignment. Vacant multi-family residential land sales were screened on the basis of location, zoning, date of sale, and physical characteristics (size, shape, topography, visibility, frontage and aesthetics). Recent sales of vacant land in the subject's general market area (with the exception of foreclosure transactions) were analyzed. As a result of the investigation, the following land sales were selected for comparative analysis. These comparable sales are presented on the following pages.

Sale Number 1

Location: South side of East Whitestone Boulevard (RM-1431), east of Parmer Lane (FM-734)

Legal Description: Portion of the J.H. Dillard Survey, Abstract Number 179

City: Cedar Park

County/State: Williamson/Texas

Mapsco: A-374.F

Descriptive Data	Sales Data
Gross Land Area (Acres): 15.5061	Grantor: CA 1100 Ltd.
Gross Land Area (SF): 675,445	Grantee: Milestone Community Builders, LLC
Zoning: "CD", Condominium Residential	Sale Price: \$2,000,000
Improvements: None	Sale Price Per Square Foot: \$2.96
Site Infrastructure: None	Terms of Sale: Cash to seller
Shape: Irregular, high depth-to-frontage ratio, limited road frontage	Closing Date: Under contract
Topography: Basically level to gently sloping	Ownership Conveyed: Fee Simple
Utilities: All municipal utilities available in adequate quantities for development	Intended Use: Future residential townhome condominium development
Flood Plain: Zone X	Document Number: Not available
	Verified By: Purchase contract
	Researched By: Staff/akw
	Survey Date: 02/15

Survey



Sale Number 2

Location: East side of Sandy Brook Drive, south of University Drive

Legal Description: Lot 3, Block E, University Village South, Sections 1 and 2, S10264

City: Round Rock

County/State: Williamson/Texas

Mapsco: A-347.J

Descriptive Data	Sales Data
Gross Land Area (Acres): 7.7900	Grantor: SBB Holdings LP
Gross Land Area (SF): 339,332	Grantee: TBB UVS LLC
Zoning: "PUD 83", Planned Unit Development	Sale Price: \$817,950
Improvements: None	Sale Price Per Square Foot: \$2.41
Site Infrastructure: None	Terms of Sale: Cash to seller
Shape: Irregular	Closing Date: 12/16/14
Topography: Basically level to gently sloping	Ownership Conveyed: Fee Simple
Utilities: All municipal utilities available in adequate quantities for development	Intended Use: Hold for development
Flood Plain: Zone X	Document Number: 2014099840
	Verified By: Purchase contract
	Researched By: Staff/akw
	Survey Date: 02/15

Plat Map



Sale Number 3

Location: North side of South Lakeline Boulevard, east of Cypress Creek Road

Legal Description: Lot 1, Block A and Lot 1, Block B, Lakeline at Old Mill Subdivision

City: Cedar Park

County/State: Williamson/Texas

Mapsc0: A-403.T

Descriptive Data	Sales Data
Net Land Area (Acres): 24.5178	Grantor: Lakeline Fund, Ltd.
Net Land Area (SF): 1,067,995	Grantee: Milestone Community Builders LLC
Zoning: "MF", Multifamily Residential	Sale Price: \$2,000,000
Improvements: None	Sale Price Per Square Foot: \$1.87
Site Infrastructure: None	Terms of Sale: Cash to seller
Shape: Irregular	Closing Date: 11/01/13
Topography: Basically level to gently sloping	Ownership Conveyed: Fee Simple
Utilities: All municipal utilities available in adequate quantities for development	Intended Use: Future single-family townhome condominium residential development
Flood Plain: Zone X	Document Number: 2013103307
Comments: The gross land area is 28.5178 with approximately 4.0000 acres in water quality and distribution line easements. The net land area is utilized in this analysis.	Verified By: Purchase contract
	Researched By: Staff/akw
	Survey Date: 02/15

Plat Map



Sale Number 4

Location: East side of Grand Avenue Parkway, west of Bratton Lane

Legal Description: Portion of the Nelson Merrill Survey Number 70, Abstract Number 570

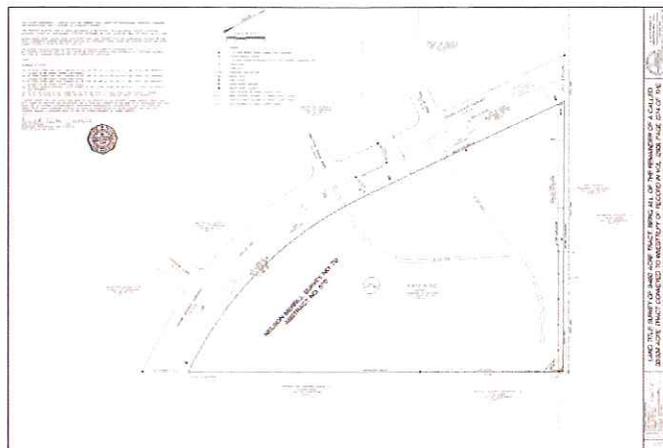
City: Austin ETJ

County/State: Travis/Texas

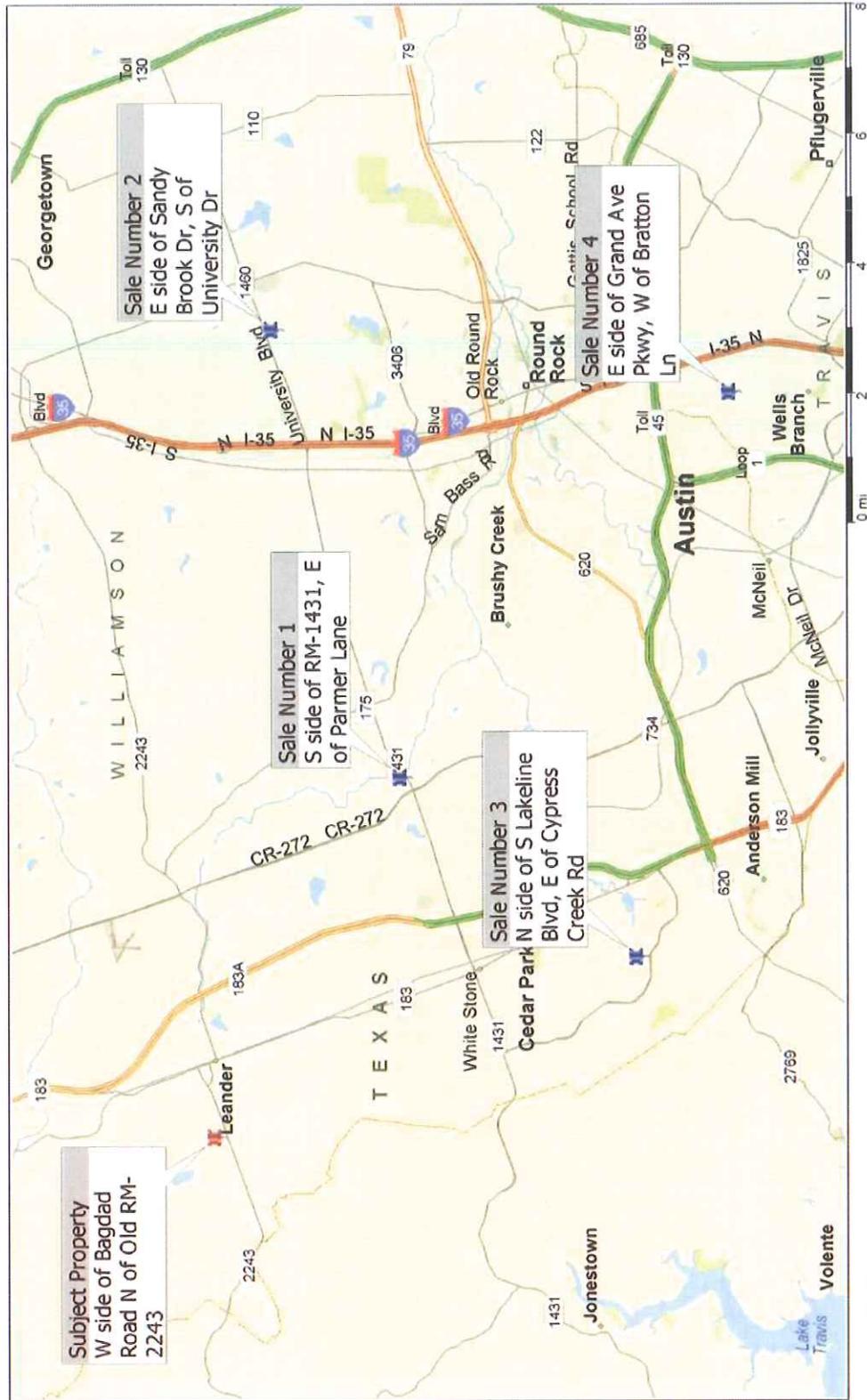
Mapsc0: A-436.L

Descriptive Data	Sales Data
Gross Land Area (Acres): 9.4600	Grantor: Investtibly LP
Gross Land Area (SF): 412,078	Grantee: BLD Bratton Hill LLC
Zoning: "None", ETJ	Sale Price: \$820,000
Improvements: None	Sale Price Per Square Foot: \$1.99
Site Infrastructure: None	Terms of Sale: Cash to seller
Shape: Irregular	Closing Date: 08/02/13
Topography: Basically level to gently sloping	Ownership Conveyed: Fee Simple
Utilities: All municipal utilities available in adequate quantities for development	Intended Use: Future multi-family residential development
Flood Plain: Zone X	Document Number: 2013145108
	Verified By: Purchase contract
	Researched By: Staff/akw
	Survey Date: 02/15

Survey



Comparable Sales Location Map (Multi-Family Residential)



SP/SF Adjustment Grid

Multi-Family Residential Tract

SP/SF Adjustment Grid

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Sale 4</u>
Date of Sale:	U.C.	12/16/14	11/01/13	08/02/13
Gross Land Area (Acres):	15.5061	7.7900	24.5178	9.4600
Zoning:	CD	PUD 83	MF	ETJ
Intended Use:	Condos	Condos	Condos	MFR
SP/SF:	\$2.96	\$2.41	\$1.87	\$1.99
Property Rights Conveyed Adjustment:	0%	0%	0%	0%
Adjusted SP/SF:	\$2.96	\$2.41	\$1.87	\$1.99
Financing Terms Adjustment:	0%	0%	0%	0%
Adjusted SP/SF:	\$2.96	\$2.41	\$1.87	\$1.99
Conditions of Sale Adjustment:	0%	0%	0%	0%
Adjusted SP/SF:	\$2.96	\$2.41	\$1.87	\$1.99
Market Conditions Adjustment:	0%	0%	0%	0%
Adjusted SP/SF:	\$2.96	\$2.41	\$1.87	\$1.99
Location and Physical Adjustments:				
Location:	-15%	-10%	-5%	5%
Size:	0%	-5%	10%	-5%
Zoning:	5%	5%	0%	0%
Utility:				
Availability of Utilities:	0%	0%	0%	0%
Site Infrastructure:	0%	0%	0%	0%
Shape/Topography:	0%	0%	0%	0%
Entitlements:	0%	0%	0%	0%
Easements/Flood Hazard:	0%	0%	0%	0%
Total Adjustment Percentage:	-10%	-10%	5%	0%
Indicated SP/SF:	\$2.66	\$2.17	\$1.96	\$1.99

The comparable land sales researched are given primary consideration in this analysis. A paired data set analysis for each of the adjustments was attempted. However, due to the lack of a sufficient number of comparable sales with all the necessary factors, the appraiser's judgment came into consideration. The adjustment grid presented on the previous pages summarized the SP/SF analysis for the subject land area (multi-family residential land), in "as if assembled" and "as is" condition.

Analysis of Land Sales

The comparable land sales presented each represent similar properties located within the general area. The comparable sales utilized represent the best available data at this time, and are considered to provide a reasonable value range for the subject property.

In this analysis, consideration was given to the following categories to determine if adjustments were warranted. The chart below shows the adjustment criteria utilized in this analysis.

- 1) Property Rights Conveyed
- 2) Financing Terms
- 3) Conditions of Sale
- 4) Market Conditions
- 5) Location
- 6) Size
- 7) Zoning
- 8) Physical Characteristics
 - a) Availability of Utilities
 - b) Site Infrastructure
 - c) Shape/Topography
 - d) Entitlements
 - e) Easements/Flood Hazard

Property Rights Conveyed

Each of the comparable land sales involved the sale of a fee simple interest. For this analysis, adjustment for property rights conveyed was not necessary since this is the same circumstances applying to the subject property.

Financing Terms

Financing terms can affect the sale price, making it necessary to adjust for the differences in financing arrangements. The market value estimate in this report is based on a cash sale to the seller, typically using institutional financing at the appropriate loan-to-value ratio and interest rate. Owner financing and/or special terms tend to drive the sale price upward due to favorable incentives including non-recourse loans, low down payments, non-market interest rates and payment schedules.

The financing arrangements for the comparable properties are analyzed and adjusted to cash equivalency if needed. Sale Numbers 1 - 4 were each reported as cash to seller transactions, and adjustment consideration based upon financing terms was not necessary.

Conditions of Sale

The comparable sales data should represent arms-length transactions, since the personal or non-market motivations of buyers and sellers are difficult to estimate. Market-based adjustments are inaccurate if applied to sale prices manipulated by “interested” parties. Downward adjustments are necessary if the buyer paid a premium for tax purposes such as a 1031 exchange. Upward adjustments would be required if a seller liquidated a property with a shortened marketing time (in order to raise cash or dispose of a non-performing asset) due to a distressed sale.

The comparable sales utilized are believed to be arms-length transactions and adjustment consideration was not warranted based upon atypical conditions of sale.

Market Conditions

Market conditions often change between the sale dates of the comparables and the effective date of the appraisal. These conditions tend to vary due to changing local and regional economies, the levels of effective demand, population and employment growth, and national inflation or deflation rates. It should be noted that the adjustments made to the comparable sales, if needed, are based upon market conditions, and not upon time itself. In other words, if market conditions have remained relatively stable, although the elapsed time is sometimes considerable, no adjustment consideration would be warranted.

Due to the improving economic conditions, the market area continues to experience increasing numbers of transactions as well as greater credit and financing opportunities. The low interest rate environment and larger amounts of debt and equity capital availability have contributed to rising price levels and some new development. Price levels as well as lease rates have seen various levels of appreciation throughout 2012 to 2014. The market does not appear to have an adverse oversupply of vacant space in any property type or submarket and overall conditions are showing signs of improvement from previous years. Market conditions are forecasted to remain stable or show slight improvements over the next 12 months in most sectors.

The comparable sales were sold in similar market conditions and did not adjustment consideration.

Location

The analysis of location attributes examines the exposure, access characteristics, and overall development composition and conformity of the immediate area. Exposure to primary thoroughfares, corner influences, surrounding uses, and the proximity to major arteries are given primary consideration. These factors are analyzed for each of the comparable sales, with reference to the specific location attributes of the subject site.

The subject property (multi-family residential tract) is located on the west side of Bagdad Road, north of Old RM-2243 in the City of Leander. The subject property has road frontage on an area thoroughfare. The immediate locale consists of predominantly single-family residential, commercial and retail improvements with tracts of vacant land and average overall development conformity. The multi-family residential tract has average visibility and exposure for multi-family residential usage.

Multi-Family Residential Tract

Sale Number 1 is located on the south side of East Whitestone Boulevard (RM-1431), east of Parmer Lane (FM-734) in the City of Cedar Park. The site's frontage on a major area thoroughfare is superior in exposure and visibility characteristics. Ingress/egress is similar relative to the subject. The micro-locale characteristics are superior in comparison to the subject due to higher levels of development density and conformity surrounding the commercial development at the intersection of RM-1431 and Parmer Lane. Overall, Sale Number 1 was superior in location and warranted downward adjustment consideration.

Sale Number 2 is located on the east side of Sandy Brook Drive, south of University Drive in the City of Round Rock. The site's frontage on Sandy Brook Drive is inferior in exposure and visibility characteristics. Ingress/egress is similar relative to the subject. The micro-locale characteristics are superior in comparison to the subject due to the proximity to two area hospitals and the campuses of Austin Community College, Texas State University Round Rock and the Texas A&M Medical School. Sale Number 2 was superior in location and warranted downward adjustment consideration.

Sale Number 3 is located on the north side of South Lakeline Boulevard, east of Cypress Creek Road in the City of Cedar Park. The site's frontage on an area thoroughfare is similar in exposure and visibility characteristics. Ingress/egress is similar relative to the subject. The micro-locale characteristics are superior in comparison to the subject due to the higher levels of development intensity and density. Overall, Sale Number 3 was superior in location and warranted downward adjustment consideration.

Sale Number 4 is located on the east side of Grand Avenue Parkway, west of Bratton Lane in the City of Austin ETJ. The site's frontage on Grand Avenue Parkway is inferior in exposure and visibility characteristics. Ingress/egress is similar relative to the subject. The micro-locale characteristics are similar in comparison to the subject. Sale Number 4 was inferior in location and warranted upward adjustment consideration.

Size

Adjustments on size differences are typically based on the premise that a purchaser would pay more per square foot for a smaller parcel than for a comparable, but larger tract. This is true when the purchaser has the knowledge that all other factors were equal and the size differences have a relative percentage variation. This relationship between site size and sale price per square foot is supported by the local market, since most informed purchasers experience diminishing returns past a certain optimal site size that fits their specific needs.

Multi-Family Residential Tract

The subject's multi-family tract has 12.1267 gross acres. Sale Number 1 was similar in size and did not warrant adjustment consideration. Sale Number 3 was larger in size and warranted upward adjustment consideration. The remaining comparable sales were smaller in size and warranted downward adjustment consideration.

Zoning

The vast majority of cities and municipalities have some form of development plans and zoning ordinances that dictate the allowable improvements for each area. The various ordinances are usually a part of a larger comprehensive zoning plan or master plan. Zoning of particular sites or parcels is based upon long-term development goals and master plans, to insure the conformity with existing developments and land use patterns.

Deed or private restrictions can also be placed on parcels of land. These restrictions can require certain types of uses, or can prohibit certain types of construction and design characteristics. Changes in existing zoning ordinances are considered when there is a reasonable probability that a change would be granted. Re-zonings are most often a result of long-term changes in land use, caused by shifting economic and social forces.

Multi-Family Residential Tract

The subject property is zoned "MF", Multi-Family Residential District by the City of Leander's Comprehensive Zoning Ordinance. This zoning allows for up to 25 units per acre of multi-family residential housing. The land sales used in this analysis allow for uses which are all considered relatively similar to the subject's zoning. Sale Numbers 1 and 2 do not allow for density as high as the subject and warranted upward adjustment consideration. Sale Numbers 3 and 4 allow for similar density as the subject and did not warrant adjustment consideration.

Utility

The final factor addressed in this analysis is each sale's utility characteristics such as shape, topography, existing improvements, and the availability of utilities and services. The shape of each sale was analyzed in terms of street frontage, width, depth, and any advantage/disadvantage due to unusual characteristics. Topography conditions included are land's contour, grades, drainage adequacies, and general physical usability. The availability of utilities and services to each site is surveyed and if deficient, the cost of bringing utilities to the property is analyzed.

The subject property is irregular in shape with a basically level to gently sloping topography. All municipal utilities are available to the subject and are reportedly in adequate quantity (size of the lines). The property is located in Zone X, per the Federal Emergency Management Agency (FEMA). The subject has no specific entitlements. The subject has various utility and drainage easements which are considered to be typical in the marketplace. The subject property is considered to have no site infrastructure, in "as if assembled" condition.

All of the comparable land sales were analyzed with regard to their availability of utilities, site infrastructure, shape, topography, entitlements, and easements/flood hazards.

Availability of Utilities

All of the comparable sales had adequate utilities available and did not warrant adjustment consideration.

Site Infrastructure

The comparable sales had similar levels of site infrastructure and did not warrant adjustment consideration.

Shape/Topography

Each of the comparables was basically level to gently sloping topography and did not warrant adjustment consideration. The comparable sales were similar in shape and did not warrant adjustment consideration.

Entitlements

The comparable land sales had no special entitlements and did not warrant adjustment consideration.

Easements/Flood Hazard

The comparable land sales had no adverse easements and did not warrant adjustment consideration. The comparable land sales were located in Zone X per FEMA. The comparable land sales were similar in the lack of flood hazard and did not warrant adjustment consideration.

Land Value Conclusions

Multi-Family Residential Tract

The indicated sale price per square foot range of the comparable land sales was \$1.96 to \$2.66 per square foot. After consideration to the adjusted sales data, and based on an analysis of the market area, it is the appraiser's opinion that the estimated market value of the subject property, in "as if assembled" condition, is:

Gross Land Area (Acres)		SP/SF		Estimated Value
12.1267	x	\$2.00	=	\$1,056,478
12.1267	x	\$2.25	=	\$1,188,538
Point Estimate				\$1,125,000

Gross Sales Proceeds

The gross sales proceeds (aggregate site value) for the subject property, in “as if assembled” condition, are shown below:

Gross Sales Proceeds			
Lot Number	Gross Land Area (Acres)	SP/SF	Gross Sales Proceeds
1AA	12.1267	\$ 2.13	\$1,125,000
Totals/Avg.	12.1267	\$ 2.13	\$1,125,000

The gross sales proceeds for the subject property (one multi-family residential tract) were \$1,125,000 or \$2.13 per square foot. Since the subject property will be sold in an extended period of time with an estimated 24 month marketing period, a discounted cash flow analysis is incorporated to determine the present value of the cash flows generated from the sale of the tract, as of the effective date of valuation. This analysis is presented on the following pages.

Discounted Cash Flow Analysis

A discounted cash flow analysis was necessary in this assignment since the subject property will be sold over a period of time. Since the proceeds from the projected sales are spread over a projected absorption or marketing period, the present worth of the project as of the prospective date of valuation must be estimated. In this analysis, the sale price, holding and sales costs, and absorption period are estimated based upon current market conditions. The net cash flows for each year over the projected holding period are discounted to present worth to arrive at the present value estimate for the subject property, as of the prospective date of valuation.

Gross Sales Proceeds

The Gross Sales Proceeds were estimated by totaling the individual sale prices within the development, which was presented on the preceding page. For the subject property (one multi-family residential tract), the gross sales proceeds (in "as if assembled" condition) are estimated to be \$1,125,000 or \$2.13 per square foot.

Basic Inflation Rate

Inflation can be defined as an increase in the overall price level and deterioration in the purchasing power of money. The Gross National Products Price Deflators provide both historic and future insights to national inflation rates. Based upon the relatively low inflation rate over the past three years, this analysis utilizes a 2.0% annual inflation rate. This inflation rate is a national rate tied to CPI and other indices. It is not necessarily reflective of asset or real estate values in the local subject market.

Appreciation

Based upon the amount interest for commercial sites within the neighborhood area, an appreciation of the average site value is not likely over the absorption period, as the absorption period for the commercial sites is estimated to be limited since the sites are under contract. The interest in multi-family residential tracts is limited based upon demand levels. This can be attributed to the amount of multi-family residential development in the general area which is closer to the employment centers of the Austin MSA. Therefore, a 0.0% annual escalation factor is acceptable given current demand and supply trends in immediate submarket.

Sales, Marketing and HOA/Maintenance Expense

The sales and marketing expense utilized herein includes commissions to brokers, advertising, management fees and other interim holding costs during the absorption period. The tax liability of each site is paid by the owner until the sale and is deducted on a per site basis.

The sales expense is calculated as a percentage of the gross sale proceeds of the specific marketing interval. A 3.00% sales and marketing expense is considered appropriate for the subject development, based on conversations with local developers and real estate brokers. These expenses include sales commissions and advertising costs associated with marketing of the development over the projected holding period. A real estate tax expense of 2.23% per year, based on the assessed value of the site is utilized. Also, a 0.50% maintenance expense is included to account for community maintenance on the property during sell-out.

Discount Rate-Assumptions and Selection

This assumption is based upon what a typical investor would pay for the subject property and realize a competitive rate of return of the investment. The net operating income attributable to the real estate is discounted to present worth by selection of an appropriate discount rate. The discount rate must weigh the subject's income stream in terms of its quantity, quality and durability. In essence, it must provide a competitive return in comparison with other prominent investment vehicles.

A survey of the recent returns of current investment benchmarks is summarized below:

Key Investment Rates						
	02/15	01/15	01/14	01/13	01/12	01/11
Federal Reserve Discount Rate	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
Prime Rate	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
Corporate Bond Rate rated A-BBB/Baa	3.45%	3.42%	3.76%	3.28%	4.43%	4.60%
U.S. 10 Year Bonds	1.95%	1.91%	2.78%	2.00%	1.96%	3.42%

Source: Wall Street Journal, February 2015

On January 28, 2015, the Federal Reserve's rate-setting committee decided to continue to maintain the target range for the federal funds rate range at 0.00% to 0.25%. Short-term interest rates were last raised on June 29, 2006; the seventeenth time since June 30, 2004.

Previous rate cuts were used as a tool to undo some of the damage caused by the housing bubble and the resulting credit crashes. The lack of change did not come as a surprise because the Fed and its chairman, Janet Yellen, had telegraphed the move well in advance. The rate-setting committee said the following in its most recent post-meeting statement.

"Information received since the Federal Open Market Committee met in December suggests that economic activity has been expanding at a solid pace. Labor market conditions have improved further, with strong job gains and a lower unemployment rate. On balance, a range of labor market indicators suggests that underutilization of labor resources continues to diminish. Household spending is rising moderately; recent declines in energy prices have boosted household purchasing power. Business fixed investment is advancing, while the recovery in the housing sector remains slow. Inflation has declined further below the Committee's longer-run objective, largely reflecting declines in energy prices. Market-based measures of inflation compensation have declined substantially in recent months; survey-based measures of longer-term inflation expectations have remained stable.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee expects that, with appropriate policy accommodation, economic activity will expand at a moderate pace, with labor market indicators continuing to move toward levels the Committee judges consistent with its dual mandate. The Committee continues to see the risks to the outlook for economic activity and the labor market as nearly balanced. Inflation is anticipated to decline further in the near term, but the Committee expects inflation to rise gradually toward 2 percent over the medium term as the labor market improves further and the transitory effects of lower energy prices and other factors dissipate. The Committee continues to monitor inflation developments closely.

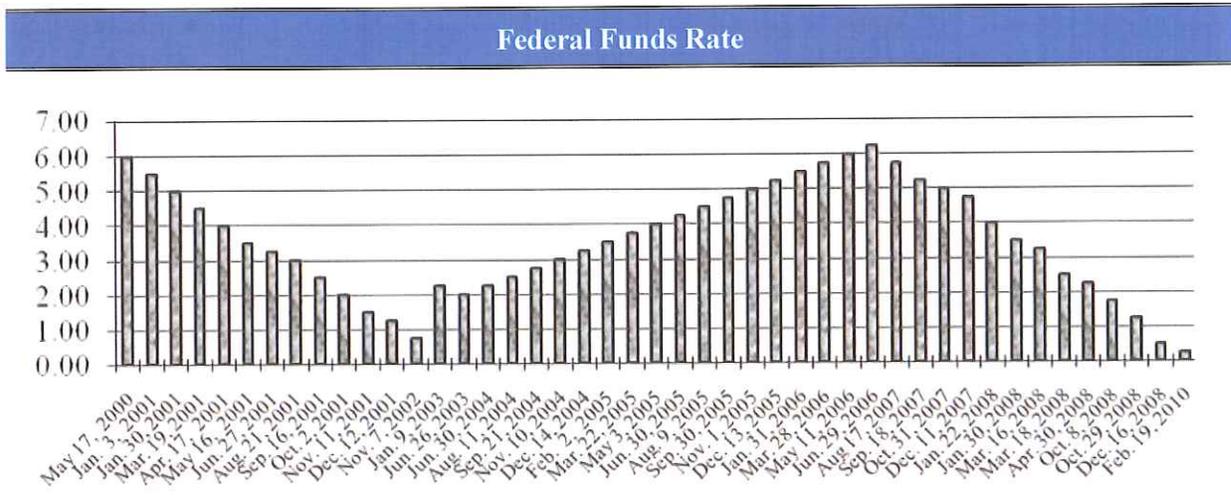
To support continued progress toward maximum employment and price stability, the Committee today reaffirmed its view that the current 0 to 1/4 percent target range for the federal funds rate remains appropriate. In determining how long to maintain this target range, the Committee will assess progress--both realized and expected--toward its objectives of maximum employment and 2 percent inflation. This assessment will take into account a wide range of information, including measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial and international developments. Based on its current assessment, the Committee judges that it can be patient in beginning to normalize the stance of monetary policy. However, if incoming information indicates faster progress toward the Committee's employment and inflation objectives than the Committee now expects, then increases in the target range for the federal funds rate are likely to occur sooner than currently anticipated. Conversely, if progress proves slower than expected, then increases in the target range are likely to occur later than currently anticipated.

The Committee is maintaining its existing policy of reinvesting principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities and of rolling over maturing Treasury securities at auction. This policy, by keeping the Committee's holdings of longer-term securities at sizable levels, should help maintain accommodative financial conditions.

When the Committee decides to begin to remove policy accommodation, it will take a balanced approach consistent with its longer-run goals of maximum employment and inflation of 2 percent. The Committee currently anticipates that, even after employment and inflation are near mandate-consistent levels, economic conditions may, for some time, warrant keeping the target federal funds rate below levels the Committee views as normal in the longer run."

When the Fed is outflanking inflation, it raises interest rates, an action that retards the economy and discourages job growth. When the Fed promotes employment, it reduces interest rates. That stimulates the economy and invites inflation. At any moment, a theoretical happy medium exists in which interest rates are low enough to encourage full employment, and high enough to trim inflation. The mission of the Open Market Committee is to attain that happy medium, even as the optimal rate moves up and down with the economic cycle.

The distribution of Federal Funds Rate for the previous ten years is below.



Federal Reserve Bank of Minneapolis, February 2014

In a survey of local institutional and local bank lenders, real estate discount rates are projected in the 16.0% to 22.0% range, dependent upon the individual risk assessments of the particular project. Local bank lenders adjust their rates for the applicable risk and carrying costs of the specific investment. Growth rates and projection terms are assumed to be 0% to 3.0% and 5 to 10 years, respectively.

According to Merrill Lynch Bond Indexes, February 2015 (1-10 Years) Corporate Bonds, rated A-BBB/Baa were yielding a 3.22% to 3.66% rate (rounded) over the previous 52 week period. The subject investment is less liquid, requires management, and has greater risk. Therefore, a total of 9.0% is added to the bond yield rate for liquidity (3.0%), management (1.0%) and additional risk factors (5.0%).

The range of equity yield estimate is below:

Equity Yield Estimates		
Corporate Bond Rate	3.22%	3.66%
Add: Liquidity	3.00%	3.00%
Management	1.00%	1.00%
Risk	5.00%	5.00%
Entrepreneurial Profit	<u>10.00%</u>	<u>25.00%</u>
Equity Yield Rate	22.22%	37.66%
	Point Estimate	35.00%

Bond Rate Source: Wall Street Journal, February 2015

With consideration given to the previous analysis, an equity yield rate of 35.00% is thought to be appropriate. The discount rate assumption is based upon what a typical investor would pay for the subject property and realize a competitive rate of return for his investment.

The weighted average cost of capital or discount rate is calculated by the Band of Investment Method below:

Band of Investment Method			
<u>Loan-to-Value</u>		<u>Interest Rate</u>	<u>Totals</u>
70%	x	5.50%	= .0385
<u>Equity-to-Value</u>		<u>Equity Yield Rate</u>	
30%	x	35.00%	= <u>.1050</u>
Indicated Discount Rate			.1435
		Rounded	14.00%

It should be noted that the 70% LTV utilized above is based upon a percentage of the gross sales proceeds, not the market value or total development cost. Lenders frequently apply the LTV to the lower of market value, acquisition price, or actual development cost.

Discount Rate Conclusion

As further support, the 4th Quarter 2014 data from the RealtyRates.com Investor Survey (as reported in their 1st Quarter, 2015 report) indicates a discount rate for Business Park/Retail development (less than 100 acres) from 15.17% to 30.19%, an average of 22.23%, inclusive of developer's profit. A rate at the lower end of the range is appropriate as the RealtyRates.com data presented is a range of IRR's.

Using a correlation between the Band of Investment rate (14.35%) and the average rate of the Investor Survey (22.23%), a 16.0% discount rate is utilized to estimate the present worth of the projected income stream created from the sales within the subject development.

Absorption Rate

The comparable multi-family residential tracts surveyed reported current absorption rates ranging from 12 to 36 months on the market. Based upon current market conditions, an absorption rate in the middle of the range is estimated for the multi-family residential tract. The subject property was discounted semi-annually.

With consideration to the above analysis, the multi-family residential tract is estimated to sell at the end of a two year marketing period.

"As If Assembled" Value Conclusion – Multi-Family Residential Tract

Based upon the assumptions denoted within the previous analysis, a market value estimate of \$760,000 (rounded) or \$1.44 per square foot is believed to be reasonable for the multi-family residential tract, in "as if assembled" condition. This represents a discount of 32% from the gross sales proceeds value estimate. A discounted cash flow absorption analysis is presented on the following page.

"As Is" Value Conclusion – Multi-Family Residential Tract

Based upon the assumptions denoted within the previous analysis, a market value estimate of \$1.44 per square foot is believed to be reasonable for the multi-family residential tract, in "as is" condition (prior to assemblage). Therefore, the estimated market value of the subject property (11.3728 gross acres), in "as is" condition, is \$710,000, rounded [(11.3728 gross acres * 43,560 SF/Acre) * \$1.44/SF].

Land Development Absorption Scenario – (Discounted Cash Flow Analysis)

Multi-Family Residential Tract, Leander	
Site Inventory	1
Site Size (Acres)	12.1267
Total Square Feet	528,239
Average Price Per Site	\$ 1,125,000
Total Value of Sites	\$ 1,125,000
Value Per Square Foot	\$ 2.13
Sales Per Semi-Annually	0
Development Period (Optional)	0
Development Years (Optional)	0.00
Total Number of Years Required for Sell-Out	2.00
Total Number of Quarters Required for Sell-Out	8.00
Total Number of Months Required for Sell-Out	24.00

as of:
February 4, 2015

Appreciation/Expenses:	
Annual Escalation	0.00%
Property Taxes	2.23%
Sales and Marketing	3.00%
Maintenance Fees	0.50%

NET PRESENT VALUE OF CASH FLOWS

Discount Rate	NPV / Lot	Total NPV	Rounded To:
15.50%	\$ 769,816	\$ 769,816	\$ 770,000
16.00%	\$ 762,525	\$ 762,525	\$ 760,000
16.50%	\$ 755,318	\$ 755,318	\$ 760,000
17.00%	\$ 748,196	\$ 748,196	\$ 750,000

ABSORPTION SCHEDULE

Quarter	1		2		3		4	
	Feb-Aug 15	Aug-Feb 16	Aug-Feb 16	Feb-Aug 16	Feb-Aug 16	Aug-Feb 17	Aug-Feb 17	Aug-Feb 17
Ending Quarter	1	1	1	1	1	1	1	1
Sites Available	1	0	0	0	0	0	0	0
Sites Sold	0	0	0	0	0	0	0	0
Ending Inventory	1	1	1	1	1	1	1	1
Total Retail Value	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000
Value of Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Retail Value	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000
Less Expenses:								
Property Taxes	\$ 12,544	\$ 12,544	\$ 12,544	\$ 12,544	\$ 12,544	\$ 12,544	\$ 12,544	\$ 12,544
Sales and Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Fees	\$ 2,813	\$ 2,813	\$ 2,813	\$ 2,813	\$ 2,813	\$ 2,813	\$ 2,813	\$ 2,813
Total Expenses	\$ 15,357	\$ 15,357	\$ 15,357	\$ 15,357	\$ 15,357	\$ 15,357	\$ 15,357	\$ 15,357
Net Period Cash Flow	\$ (15,357)	\$ (15,357)	\$ (15,357)	\$ (15,357)	\$ (15,357)	\$ (15,357)	\$ (15,357)	\$ (15,357)

Discount Rate	PV of CF			Discounted NPV:		
	PV of CF	PV of CF	PV of CF	PV of CF	PV of CF	PV of CF
15.50%	\$ (14,252)	\$ (13,227)	\$ (13,227)	\$ (12,276)	\$ 809,571	\$ 809,571
16.00%	\$ (14,219)	\$ (13,166)	\$ (13,166)	\$ (12,191)	\$ 802,101	\$ 802,101
16.50%	\$ (14,187)	\$ (13,105)	\$ (13,105)	\$ (12,107)	\$ 794,717	\$ 794,717
17.00%	\$ (14,154)	\$ (13,045)	\$ (13,045)	\$ (12,023)	\$ 787,418	\$ 787,418

“As Is” Value Conclusion – Right-of-Way

The difference between the “as if assembled” value and the “as is” value is the indicated value of the right-of-way without adjustments. The right-of-way site bisects the multi-family residential tract into two, non-contiguous tracts. This is not uncommon in multi-family residence development and would not be a detriment to the subject (multi-family residential tract) if the roadway was constructed.

The right-of-way site is not viable for stand-alone development and therefore, a discount from the indicated value is necessary to estimate the market value of the subject property (32,840 square feet of vacant land (59.78' x 549.34') is necessary. A discount of 50% is estimated to be reasonable in the appraiser's opinion. There is a lack of market information available to support this, as there is a lack of these types of market transactions within the marketplace.

The estimated market value of the fee simple interest in the subject property (32,840 square feet of vacant land), in “as is” condition, as of February 4, 2015 (date of the site visit), was \$25,000 [(\$760,000 - \$710,000) * 50%].

Marketing Time Estimate

Marketing Time is defined as being “an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal”.¹

In the estimation of marketing time for the subject property, the following factors were researched and analyzed:

- ◆ Statistical data - total days on market of competitive properties.
- ◆ Survey of brokers, investors, and sellers in the subject area.
- ◆ Marketing and reasonable exposure time of comparable sales.
- ◆ Anticipated changes in market supply/demand conditions.

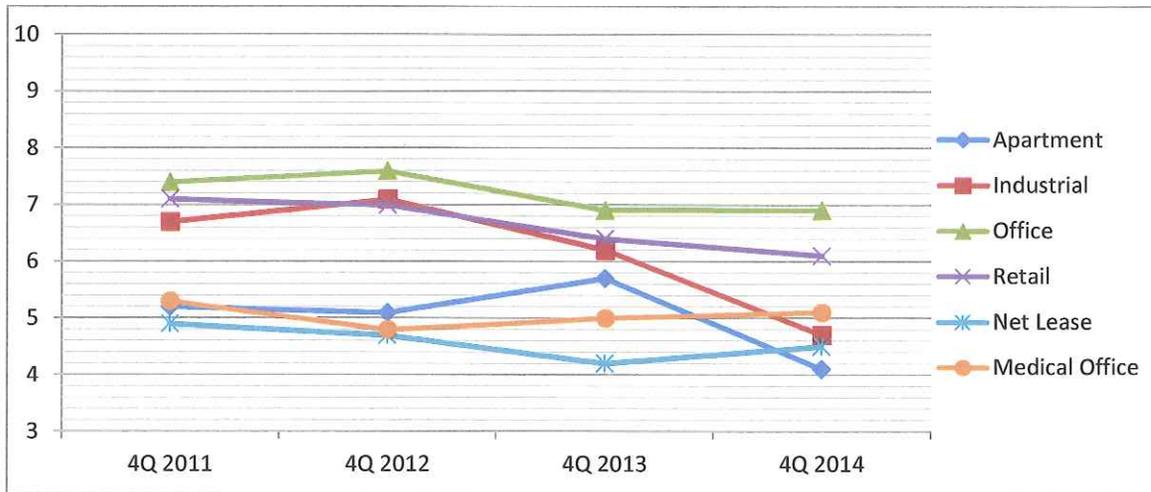
The reasonable marketing time estimate involves the price/value relationship, current and anticipated market conditions, financing availability, carrying costs, and type of real estate involved. The marketing time estimate is not a prediction of a date of sale but, is an integral part of the market value conclusion established by the market data and analysis contained in the appraisal report. The marketing time estimate also assumes the property has had reasonable exposure time which is prior to the effective date of valuation.

Due to the improved economic conditions, the market area has experienced an increasing number of transactions as well as greater credit and financing opportunities. The low interest rate environment and large amounts of debt and equity capital availability have contributed to rising price levels and new development. Price levels as well as lease rates have seen various levels of appreciation throughout 2012 to 2014. The market does not appear to have an adverse oversupply of vacant space in any property type or submarket and overall conditions are showing signs of improvement from previous years. Market conditions are forecasted to remain stable or show slight improvements over the next 12 months in most sectors.

The graph on the following page shows the average marketing times for six broad property types, covering the past 36 months. The marketing times are for investment class properties in each property class. The average marketing times have generally decreased slightly over the past 12 months, as institutional investors are targeting top-tier investment assets. Mid-tier and lower quality assets are trading less frequently due to the gap between buyers’ and sellers’ expectations and these asset classes have longer average marketing times than investment class properties.

¹ The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010, Page 121

Average Marketing Time In Months



	4Q 2011	4Q 2012	4Q 2013	4Q 2014
Apartment	5.2	5.1	5.7	4.1
Industrial	6.7	7.1	6.2	4.7
Office	7.4	7.6	6.9	6.9
Retail	7.1	7.0	6.4	6.1
Net Lease	4.9	4.7	4.2	4.5
Medical Office	5.3	4.8	5.0	5.1

Source: PwC Real Estate Investor Survey, 4th Quarter 2014

Marketing of the subject property should be at a realistic, market-based price and not based upon prior inflated levels. The subject is located in a relatively balanced area with respect to current supply and demand levels, and should be priced to reflect this condition. The price/value relationship towards estimating an accurate marketing time is essential. Bid prices need to be sufficiently close to the asking price levels in order to engage the effective demand for the property. If the asking price is substantially over the market value range, then market participants will not regard it as reasonable and will be less inclined to offer a contract. A probable effective marketing period for the subject property is estimated to be 24 months for multi-family residential tract. This is thought to be reasonable for similar properties in the general area.

This period is the estimated amount of time it will take to sell the subject property at the stated market value, immediately after the effective date of valuation. It is assumed that the subject property has had an adequate market exposure time prior to the effective date of valuation. The exposure time requirement for the subject property is also estimated to be 12 months (see following page). It should be noted that exposure and marketing times are two distinct periods; exposure time ends on the effective date of valuation and marketing time begins on the effective date of valuation.

Exposure Time Estimate

Exposure Time is defined as being “the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market”.²

“Exposure time exists before the effective date of the appraisal, whereas marketing time exists after the effective date. An estimate of exposure time is required by USPAP for market value appraisal assignments, whereas an estimate of marketing time is not mandated by USPAP”.³ USPAP requires that each real property and personal property appraisal report contain sufficient information to enable the intended users of the appraisal to understand the report properly. Meeting this requirement does not require the reporting of exposure time in all assignments.

The amount of detail in which exposure time is reported should be determined based on the intended user, the intended use and the type and definition of value during the determination of the scope of work. It should not be a one-size-fits-all reporting requirement for every appraisal assignment. Exposure time is interrelated with appraisal conclusion of market value. The reasonable exposure period is a function of price, time, and use. It is not an isolated estimate of time alone. Exposure time is different for various types of real estate and under various market conditions. Published third party data is not available for exposure time.

Reasonable exposure time is one of a series of conditions in most market value definitions. Exposure time is always presumed to precede the effective date of valuation. Exposure time is different for various types of property and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. This statement focuses on the time component.

An adequate marketing effort and reasonable time for exposure occurred prior to the effective date of valuation is suggested for market value estimate. As for disposition value, a limited time frame is allowed for marketing the property rights, but the marketing efforts should be orderly and adequate. In regards to the liquidation value, an adequate marketing program cannot be implemented due to the severely limited time frame for marketing property rights.

Based upon the above mentioned analysis, an exposure time of approximately 12 months is deemed reasonable. This exposure time assumes the subject would have been competitively priced and aggressively promoted within the market area.

² The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010, Page 73

³ Uniform Standards of Professional Appraisal Practice, 2012-2013, Page U-90

Reconciliation and Market Value Estimate

As explained in the Appraisal Process, the **Cost** and **Income Approaches** are deleted from this appraisal due to their inappropriateness. The **Sales Comparison Approach** is considered the only applicable method of estimating the market value of the subject property. Hence, reconciliation is not necessary.

The **Sales Comparison Approach** is believed to yield a reliable indication of the value of the subject due to its reliance on recent activities of buyers and sellers within the subject market. These properties are compared to the subject with regard to differences or similarities in the conditions influencing the sale, location and physical characteristics. The notable differences in the comparable properties are then adjusted from the subject property to indicate a value range for the property being appraised. This value range, as indicated by the adjusted comparable properties, is then correlated into an estimated market value for the subject property by this approach.

A discounted cash flow analysis was utilized to arrive at a present value for the subject property (one multi-family residential tract) as a whole. This process included taking the individual estimated site value, estimating the absorption of the subject property, and discounting the gross sales proceeds at an appropriate discount rate. The discount rate utilized in this analysis was 16.0%, which takes into consideration the risk involved with the ownership and marketing of this type of property. This methodology was given consideration since it reflects the estimated sale over time, and discounts these proceeds to present worth.

The estimated market value of the fee simple interest in the subject property (32,840 square feet of vacant land), in "as is" condition, as of February 4, 2015 (date of the site visit), was:

TWENTY FIVE THOUSAND DOLLARS

(\$25,000)

The extraordinary assumptions and/or hypothetical conditions utilized in the market value estimate are as follows. The use of any extraordinary assumptions and/or hypothetical conditions stated below might affect the assignment results if found to be untrue at a later date.

- ◆ A title policy pertaining to the subject was not provided to the appraiser for review and analysis. It is a specific assumption of this appraisal report that the subject does not encroach on the adjacent sites, or in the event of an encroachment, the market value of the subject is not thereby adversely affected. Any adverse easement or encroachment could inhibit the marketability and warrant modification of the market value estimate.
- ◆ The survey and metes and bounds legal description of the subject property was not provided to the appraiser. Two plats of the subject property were provided to the appraiser. The land areas utilized herein is based upon information on the plats provided (Haynie Consulting, Inc., dated January 12, 2015 and Draft) and are specifically assumed to be accurate.

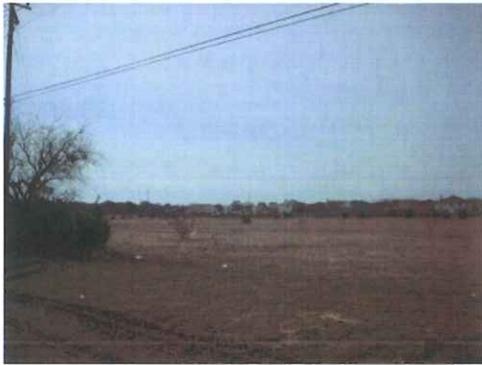
Addenda



View of Subject Property
Facing West



View of Subject Property
Facing Northwest



View of Subject Property
Facing Southwest



View of Subject Property
Facing West



Bagdad Road Facing North



Bagdad Road Facing South

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

Number: **TX 1337703 G**

Issued: **10/29/2013**

Expires: **01/31/2016**

Appraiser: **ALAN KEITH WOOD**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

Bruce Nakfoor
9119 Spinning Leaf Cove
Austin, Texas 78735
512-656-6244

City of Leander

Re: Reason for ROW request

Dear Staff,

I am requesting the purchase of Right of Way from the city of Leander. One reason for the request is the proposed road divides my property in 2 separate tracts. The second reason for the request is the adjoining neighborhood and city council want a 6 ft. wall buffer between themselves and the North Creek Park commercial & multi-family project.

If you have any questions feel free to call.

Regards,

Bruce Nakfoor



2/4/15

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, CLOSING, VACATING, AND ABANDONING A PORTION OF STREET RIGHT-OF-WAY COMMONLY KNOWN NORTH CREEK DRIVE; AUTHORIZING CONVEYANCE TO ABUTTING PROPERTY OWNERS IN PROPORTION TO ABUTTING OWNERSHIP; PROVIDING FINDINGS OF FACT; AUTHORIZING CONVEYANCE OF SUCH ABANDONED STREET RIGHT-OF-WAY BY SPECIAL WARRANTY DEED; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the street right-of-way commonly known North Creek Drive being 0.703 acres of land, more or less, as shown in Exhibit “A”, was platted but never constructed, and said street right-of-way is surplus and not necessary for use by the City, the general public, or the landowners adjacent thereto as streets;

WHEREAS, Chapt. 272, *Tex. Loc. Gov't Code*, authorizes political subdivisions to sell and convey rights-of-way to abutting owners in proportion to abutting ownership at an appraised fair market value;

WHEREAS, there is an existing gas line located within the North Creek Drive right-of-way;

WHEREAS, the City has an existing franchise agreement with Atmos Energy that allows for the placement of utility lines within City rights-of-way;

WHEREAS, as a condition of the vacation, conveyance and purchase price of the North Creek Drive right-of-way, the abutting property owner shall simultaneously execute an approximate fifteen foot (15') easement reserving the existing gas line in favor of Atmos Energy; and

WHEREAS, the City Council approves the amount of \$_____ as the fair market value of the above described North Creek Drive street right-of-way;

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 incorporated into this Ordinance as findings of fact by the City Council of Leander, Texas.

Section 2. Right-of-Way. The sixty foot (60'), more or less, wide right-of-way commonly known as North Creek Drive, located in Leander, Williamson County, Texas, being 0.703 acres, more or less, of land situated in the Charles Cochran Survey, Abstract No. 134, in Williamson County, Texas being all of North Creek Drive, as set out on the plat of North Creek Commercial Park, a subdivision recorded in Cabinet H, Slide 342 of the Plat Records of Williamson County,

Texas, located perpendicular to and abutting to the west of Bagdad Road, Williamson County, Texas and as more particularly shown and described in Exhibit "A" attached hereto and incorporated herein for all purposes, is hereby permanently closed. Said right-of-way is hereinafter referred to as the Property or the street right-of-way. The Property shall be vacated and abandoned by the City and the general public upon conveyance of such parcel pursuant to Section 3.

Section 3. Consideration and Authorization to Execute Special Warranty Deed. The Mayor and the City Secretary be and are hereby authorized, empowered, instructed and directed to execute a special warranty deed or deeds, from time to time, in a form substantially similar to that set forth in Exhibit "B", conveying the rights and interests of the City in the Property to abutting property owners, in proportion to their ownership of the abutting property; provided that an owner in fee of abutting property may, by a written notarized instrument, release and assign his or her right to purchase a portion of the street right-of-way to any other owner of property that abuts such street right-of-way, thereby authorizing the City to convey such interest to such assignee; provided that said special warranty deed shall reserve drainage and/or public utility easements to be held by the City as described in the special warranty deed attached as Exhibit "B", and provided that the total purchase price to be paid for such property shall be \$ [REDACTED] for such tract of right-of-way. Upon the payment of the purchase price, any surveying fees, and a proportionate amount of attorneys fees related to drafting and reviewing documents necessary to convey the Property, the execution and filing of a Release and Assignment of Interest in Property executed by an abutting property owner in the county real property records, as necessary, and the execution of such deed, such deed shall be and become a valid and binding act and deed of the City of Leander, Texas.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Effective Date. This Ordinance shall take effect immediately from and after its passage.

Section 6. 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”

(Insert survey and Exhibit)

Exhibit "B"

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL PERSONS BY THESE PRESENTS:

That the **City of Leander, Texas**, a Texas municipal corporation, hereinafter called "**GRANTOR**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to **GRANTOR** cash in hand paid by Bruce Nakfoor, hereinafter called "**GRANTEE**", the receipt of which is hereby acknowledged, has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto the said **GRANTEES**, all that certain lot, tract or parcel of land known and described as follows:

PROPERTY:

All that certain parcel of land being a sixty foot (60'), more or less, wide right-of-way commonly known as North Creek Drive, located in Leander, Williamson County, Texas, being 0.703 acres, more or less, of land situated in the Charles Cochran Survey, Abstract No. 134, Williamson County, Texas being all of North Creek Drive, as set out on the plat of North Creek Commercial Park, a subdivision recorded in Cabinet H, Slide 342 of the Plat Records of Williamson County, Texas, located perpendicular to and abutting to the west of Bagdad Road, Williamson County, Texas and as more particularly shown and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is expressly made subject to the easements reserved in this instrument, if any, and the restrictions, covenants and easements, if any, apparent on the ground, in use or existing of record in the office of the County Clerk of Williamson County, Texas, to which reference is made herein for all purposes.

GRANTEE owns the lots immediately adjacent to and abutting the Property, being more particularly described as Lots 1 and 2, North Creek Commercial Park in Williamson County, Texas (the "Lots"). Section 7(a)(9), Article I, Chapter 10, Leander Code of Ordinances provides that the conveyance of any land by the City of Leander (the "City") to a private entity when such land is to be added to an existing lot is exempt from the City's subdivision regulations (the "Exemption"). For the purpose of conveyance of the Property being subject to the Exemption and for and in consideration of the conveyance of the Property to **GRANTEE, GRANTEE** binds the Property and the Lots (hereinafter referred to collectively as the "Tracts") to this covenant which shall run with the land until released by compliance with this deed or the City's regulations for separating the Tracts or replatting of the Tracts applicable at the time of separation or replatting of the Tracts. This shall be and hereby is deemed a covenant running with the land enforceable by the City and to be released only by the City upon demonstration of compliance with this deed or the then-applicable ordinances of the City. The Tracts as combined shall hereinafter be treated as one lot with the outer boundaries of the Tracts being treated as the

outer boundaries of one lot for purposes of setbacks and conveyance. Except as otherwise provided herein, **GRANTEE** hereby binds **GRANTEE** and all **GRANTEE'S** successors, assigns, executors and heirs to convey and occupy the Tracts as one lot and one building site until such time as the Tracts are separated or replatted in compliance with then-applicable City ordinances and the City approves such compliance by releasing this covenant.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEE**, the heirs, executors, successors and assigns forever, and **GRANTOR** does hereby bind its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said **GRANTEE**, the heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under the City of Leander, Texas, but not otherwise.

EXECUTED at Leander, Williamson County, Texas, this the __ day of _____ 2015.

Attest:

City of Leander, Texas

Debbie Haile, City Secretary

Christopher Fielder, Mayor

ACCEPTED AND AGREED BY GRANTEE:

BRUCE NAKFOOR

By: _____

Bruce Nakfoor

Title: _____

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christopher Fielder, Mayor, of the City of Leander, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2015.

Notary Public - State of Texas

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Bruce Nakfoor , Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2015.

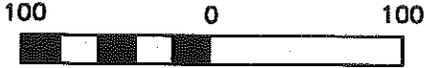
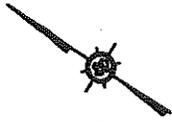
Notary Public - State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

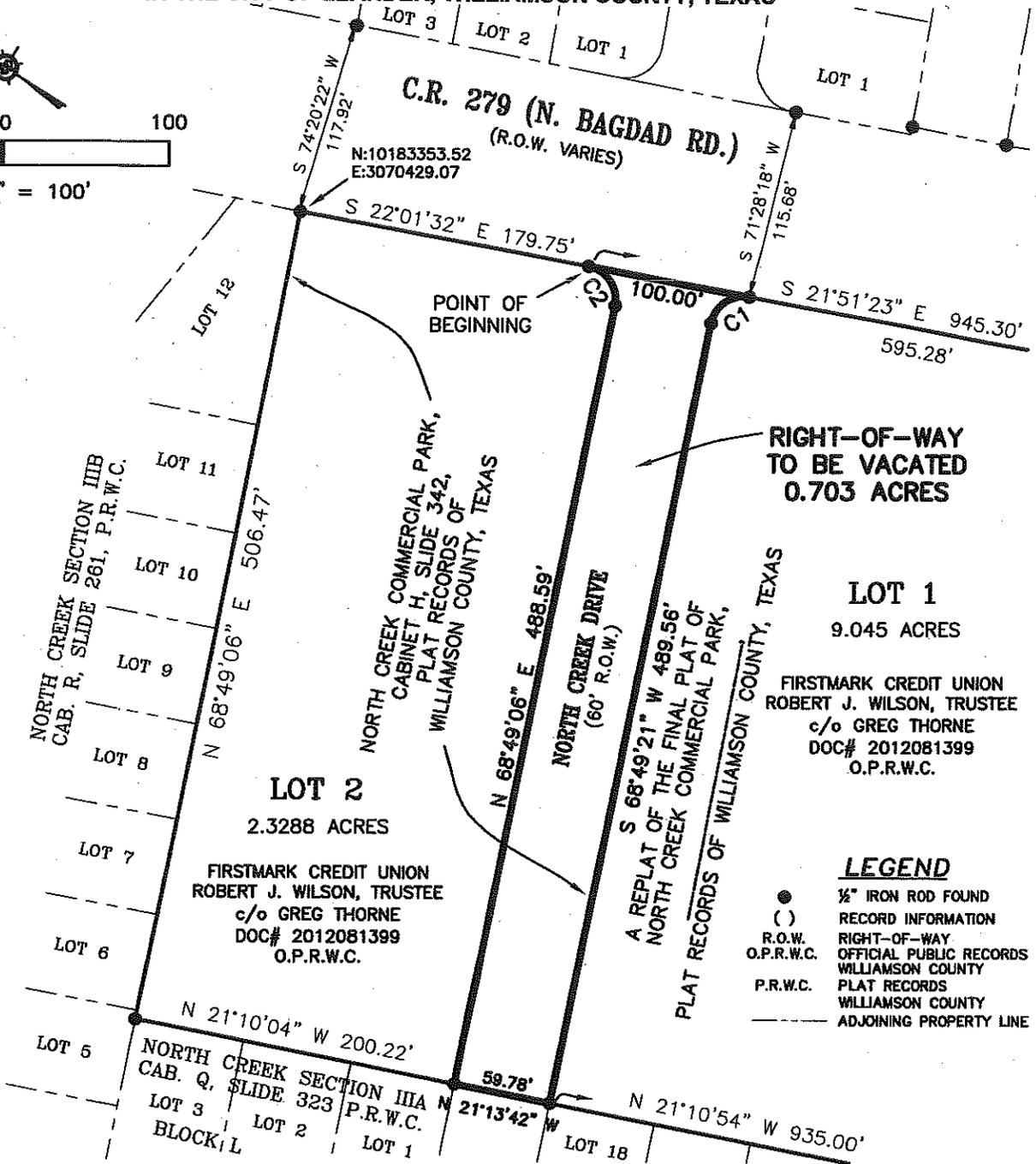
EXHIBIT 'A'

SKETCH OF 0.703 ACRES OF RIGHT-OF-WAY (NORTH CREEK DRIVE) TO BE VACATED
IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS



Scale 1" = 100'

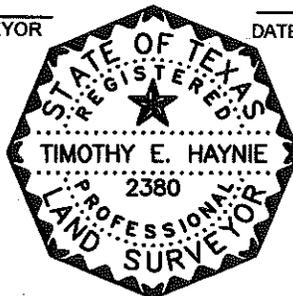
CURVE TABLE						
CURVE	DELTA ANGLE	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING	RADIUS
C1	90°07'18"	19.99'	31.36'	28.24'	N 86°51'48" W	19.95'
C2	89°27'23"	20.26'	31.94'	28.79'	N 23°24'49" E	20.46'



THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER MY SUPERVISION. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IDENTIFIES ANY VISIBLE EVIDENCE OF UTILITIES, BOUNDARY LINE CONFLICTS, SHORTAGES IN AREA, PROTRUSIONS, INTRUSIONS, AND OVERLAPPING OF SIGNIFICANT IMPROVEMENTS. THIS PROPERTY ABUTS A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

Timothy Haynie

TIMOTHY HAYNIE, REGISTERED, PROFESSIONAL LAND SURVEYOR
No. 2380 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664
TBPLS FIRM #100250-00



1-7-15
DATE

- SEE ACCOMPANYING FIELD NOTES EXHIBIT 'A' -

NOTE:
BEARING BASIS OF THE SURVEY SHOWN HEREON IS PROVIDED BY LCRA GPS SUB-HARN DATA AND IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM.

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
Round Rock, TX
T.B.P.E. Firm No. F-002411

EXHIBIT 'A'

FIELD NOTES TO ACCOMPANY SKETCH OF 0.703 ACRES OF RIGHT-OF-WAY (NORTH CREEK DRIVE) TO BE VACATED IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS.

FIELD NOTE DESCRIPTION FOR A 0.703 ACRE TRACT OF LAND OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND SAME TRACT OF LAND BEING A PORTION OF THAT CERTAIN 20.16 ACRE TRACT OF LAND KNOWN AS NORTH CREEK COMMERCIAL PARK AND RECORDED IN CABINET H, SLIDE 342, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.); SAID 0.703 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE WEST RIGHT-OF-WAY OF COUNTY ROAD 279 (N BAGDAD ROAD), BEING THE SOUTHEAST CORNER OF LOT 2 OF SAID NORTH CREEK COMMERCIAL PARK AND BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED 0.703 ACRE RIGHT-OF-WAY, FROM WHICH A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 2 NORTH CREEK COMMERCIAL PARK BEARS, N 22°01'32" W, A DISTANCE OF 179.75 FEET;

THENCE, ALONG THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 279 (N BAGDAD ROAD), AND ALONG THE EAST LINE OF HEREIN DESCRIBED 0.703 ACRE RIGHT-OF-WAY, S 21°51'23" E, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE BEGINNING OF A CURVE TO THE LEFT, BEING THE SOUTHEAST CORNER OF HEREIN DESCRIBED 0.703 ACRE RIGHT-OF-WAY, AND ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF SAID NORTH CREEK COMMERCIAL PARK;

THENCE, LEAVING THE WEST RIGHT-OF-WAY OF SAID COUNTY ROAD 279 (N BAGDAD ROAD), ALONG SAID CURVE HAVING A RADIUS OF 19.95 FEET, AN ARC LENGTH OF 31.38 FEET, AND A CHORD BEARING OF S 66°51'48" E, A DISTANCE OF 28.24 FEET TO A 1/2 INCH IRON ROD FOUND AT THE END OF SAID CURVE IN THE NORTH LINE OF SAID LOT 1 OF NORTH CREEK COMMERCIAL PARK, AND ALSO BEING IN THE SOUTH LINE OF HEREIN DESCRIBED 0.703 ACRE RIGHT-OF-WAY;

THENCE, ALONG THE NORTH LINE OF SAID LOT 1 OF NORTH CREEK COMMERCIAL PARK, AND ALONG THE SOUTH LINE OF HEREIN DESCRIBED 0.703 ACRE RIGHT-OF-WAY, S 68°49'21" W, A DISTANCE OF 489.56 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 18, BLOCK 1 OF NORTH CREEK SECTION IIIA, A SUBDIVISION RECORDED IN CABINET Q, SLIDE 323, P.R.W.C., AND ALSO BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED 0.703 ACRE RIGHT-OF-WAY;

THENCE, ALONG THE EAST LINE OF SAID NORTH CREEK SECTION IIIA, AND ALONG THE WEST LINE OF HEREIN DESCRIBED 0.703 ACRE RIGHT-OF-WAY, N 21°13'42" W, A DISTANCE OF 59.78 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 1, BLOCK L OF NORTH CREEK SECTION IIIB, A SUBDIVISION RECORDED IN CABINET R, SLIDE 261, P.R.W.C., BEING THE SOUTHWEST CORNER OF SAID LOT 2 NORTH CREEK COMMERCIAL PARK, AND ALSO BEING THE NORTHWEST CORNER OF HEREIN DESCRIBED 0.703 ACRE RIGHT-OF-WAY;

THENCE, ALONG THE SOUTH LINE OF SAID LOT 2 NORTH CREEK COMMERCIAL PARK, AND ALONG THE NORTH LINE OF HEREIN DESCRIBED 0.703 ACRE RIGHT-OF-WAY, RIGHT-OF-WAY OF NORTH CREEK DRIVE, N 68°49'06" E, A DISTANCE OF 488.59 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, ALONG SAID CURVE HAVING A RADIUS OF 20.46 FEET, AN ARC LENGTH OF 31.94 FEET, AND A CHORD BEARING OF N 23°24'49" E, A DISTANCE OF 28.79 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.703 ACRES, MORE OR LESS.

EXHIBIT 'A'

FIELD NOTES TO ACCOMPANY SKETCH OF 0.703 ACRES OF RIGHT-OF-WAY (NORTH CREEK DRIVE) TO BE VACATED IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS,

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

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



TIMOTHY HAYNIE, REGISTERED, PROFESSIONAL LAND SURVEYOR
No. 2380 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664
TBPLS FIRM #100250-00

1-2-15

DATE





Executive Summary

May 7, 2015

Subject: Consider Award for Architectural and Engineering Services for Fire Station #4 to BRW Architects and Authorize the City Manager to Negotiate a Contract for Council Approval

Background: Ten vendors submitted RFQ responses on April 2, 2015 to provide Architectural and Engineering Services for Fire Station #4. The selected firm will work in tandem with the project Construction Manager at Risk to design Fire Station #4. BRW Architects scored highest in evaluating their qualifications.

Financial Consideration. 2015 Certificates of Obligation (54-01-8354). Project budget is \$2,668,275.

Recommendation: Staff respectfully recommends that the Council award an agreement to BRW Architects, and authorize the City Manager to negotiate an agreement for Council approval.

Attachments: Recommendation from the City Purchasing Agent; Evaluation Matrix.

Prepared by: Bill Gardner, Fire Chief
Joy Simonton, City Purchasing Agent

City of
Leander



Purchasing Division
200 W. Willis Street
Leander, TX 78641
www.leandertx.gov

Solicitation #S15-016

**REQUEST FOR QUALIFICATIONS
ARCHITECTURAL AND ENGINEERING SERVICES
FOR FIRE STATION #4**

Responses Due: 3:00 PM, February 19, 2015

CITY OF LEANDER

**REQUEST FOR QUALIFICATIONS
ARCHITECTURAL AND ENGINEERING SERVICES FOR FIRE STATION #4**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after "City", seeks an agreement with a qualified Individual, Firm, or Corporation, herein "Respondent", to provide Professional Architectural and Engineering Services, herein "Services", for the design and construction administration of Fire Station #4, herein "Station".

The new construction of the Station will be built on City-owned property at a location to be determined but is estimated at 2.5 acres.

Professional services for this project include but are not limited to:

- 1.1. Programming;
- 1.2. Schematic Design;
- 1.3. Design Development;
- 1.4. FF&E, IT and Security
- 1.5. Construction Documents;
- 1.6. Competitive Sealed Proposal Administration; and
- 1.7. Construction Administration Services;

The City is also considering an additional fire station, Fire Station #5. The location and timeline for the design and construction of this station has yet to be determined, however, the City may, at its sole discretion, award the design and construction administration of both new fire stations to the successful Respondent.

2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's webpage at: <http://www.leandertx.gov/finance/purchasing>.
 - 2.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless Respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.
3. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Simonton, Purchasing Agent
Purchasing Department
City of Leander
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

4. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
 - 4.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the design and construction of municipal fire stations.
 - 4.2. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out-of-area or foreign vendors, Respondent shall be located within the State of Texas.
 - 4.3. **Persons and firms practicing Architectural and Engineering Services in the State of Texas must possess proper licensing and registration in accordance with Texas laws.**
5. **COMMITTEE REVIEW AND SELECTION:** An evaluation committee will review each response to determine the most highly qualified Respondent on the basis of demonstrated competence and qualifications using the following weighted criteria. A consensus score will be assigned to each response.

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their qualifications and ensure a mutual understanding of the services to be provided and the approach to be used.

5.1. Relevant Qualifications and Experience	40 Points
5.2. Available Resources	20 Points
5.3. Methodology, Approach and Timeline	20 Points
5.4. Work Samples and References	20 Points

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.
6. **AGREEMENT TERM:** The initial term of the resulting agreement shall be determined by the proposed and agreed upon project timeline.
 - 6.1. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
 - 6.2. If the agreement is terminated, for any reason, the respondent shall turn over all records, to include but not be limited to the following: drawings, plans and estimates, to the City within fifteen (15) working days after completion of duties contained in the agreement.
7. **AWARD:** The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
8. **ACCEPTANCE:** Acceptance inspection should not take more than thirty (30) working days. The successful Respondent will be notified within this time frame if the goods or services provided are not in full compliance with the specifications. If any agreement or purchase order is canceled for

non-acceptance, the needed good or service may be purchased elsewhere and the successful Respondent may be charged full increase, if any, in cost and handling.

9. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Successful Respondent within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Successful Respondent may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 9.1. There is a bona fide dispute between the City and Successful Respondent concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 9.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 9.3. There is a bona fide dispute between the Successful Respondent and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 9.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

10. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving successful Respondent a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

1.1. Solicitation released	January 29, 2015
1.2. Deadline for questions	February 11, 2015
1.3. City responses to all questions or addendums	February 13, 2015
1.4. Responses for solicitation due by 3:00 PM	February 19, 2015
1.5. Oral Presentation (if necessary)	TBD

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to ensure a mutual understanding of the services to be provided and the approach to be used.

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage at: <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at: <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:
 - FedEx, UPS or Hand Deliver to:**
 - City of Leander**
 - Purchasing Department**
 - 200 W. Willis**
 - Leander, Texas 78641**
 - Mail to:**
 - City of Leander**
 - Purchasing Department**
 - PO Box 319**
 - Leander, TX 78646**
- 3.1. Responses received after this time and date shall not be considered.
- 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **"DO NOT OPEN"**.
- 3.3. Facsimile or electronically transmitted responses will **not be accepted**.
- 3.4. Late responses will be returned to Respondent unopened if return address is provided.
- 3.5. Responses cannot be altered or amended after opening.
- 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City may:
 - 4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 4.3. Attempt to negotiate with the most responsive, qualified Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 4.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 4.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.

- 4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
- 5.1. Provide City contact(s) information for implementation of agreement.
- 5.2. Identify specific milestones, goals and strategies to meet objectives.

PART III

SPECIFICATIONS

1. **SCOPE OF WORK:** Successful respondent shall provide Professional Architectural and Engineering Services for the design and construction administration of the Station.
- The new construction of the Station will be built on City-owned property at a location to be determined but is estimated at 2.5 acres.
- Professional services for this project include but are not limited to:
- 1.1. Programming;
 - 1.2. Schematic Design;
 - 1.3. Design Development;
 - 1.4. FF&E, IT and Security;
 - 1.5. Construction Documents;
 - 1.6. Competitive Sealed Proposal Administration; and
 - 1.7. Construction Administration Services;
- Additional Services to City shall encompass the required schematic designs, geotechnical and environmental documents, all required permitting, identification of utility conflicts, required utility installations; coordinating with utility companies, public involvement and any other items or services required to successfully develop the project.
2. **ADDITIONAL STATION DESIGN:** The City is also considering an additional fire station, Fire Station #5. The location and timeline for the design and construction of this station has yet to be determined. However, the City may, at its sole discretion, award the design and construction administration of both new fire stations to the successful Respondent.
3. **PLANNING MEETINGS:** Successful Respondent shall participate in a series of planning meetings with City staff to assess the City's needs and determine the best design and functionality of the Station.
4. **PROJECT TIMELINE:** The City seeks completion of the project no later than the Fall of 2016. With that goal in mind, City staff has created the following schedule as a guideline to communicate the anticipated activities necessary to complete the project on time but the City seeks Respondent's scheduling recommendations as well. For planning purposes, the anticipated schedule for this project is as follows:
- 4.1. Architectural Services Procurement **February 2015**
 - 4.2. Design Phase **March – July-May 2015**
 - 4.3. Competitive Sealed Proposal Phase **August-June – September-July 2015**

4.4. Construction Phase **October August 2015 – September April 2016**

5. **TECHNICAL EXPERTISE:** The City seeks to engage a firm that has a reputation for award-winning and innovative design and is experienced in the functionality of modern fire stations.
6. **APPROACH:** City seeks to engage a firm that provides a tried and true methodology and approach to designing municipal fire stations. City seeks to utilize best practices and lessons learned from successful Respondent's past projects.
7. **ADDITIONAL SPECIFICATIONS AND TECHNICAL INTEGRATION:** The City is currently in the process of acquiring the property for the Station that is anticipated to be 2.5 acres. Additionally, the City anticipates:
 - 7.1. A 2 or 3 bay design with air motion movement;
 - 7.2. 7,000 – 7,800 square feet of space;
 - 7.3. Station alerting;
 - 7.4. Energy efficiencies.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (20) pages in length (excluding title page(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and four (4) copies**, clearly identified as a "COPY" of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."

Failure to provide a CD may result in disqualification for award.

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

1.1. **Title Page** (1 page) – Show the solicitation title and number, the name of firm, address, telephone number(s) name of contact person and date.

1.2. **Letter of Transmittal** (1 page) – Identify the services for which solicitation has been prepared.

1.2.1. Briefly state your firm's understanding for the services to be performed and make a positive commitment to provide the services as specified.

1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.

TAB #1

1.2.3. The letter shall be signed by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

1.4. Previous Performance/Experience – Provide detailed information on firm and team experience with providing Services as described in the Scope of Work.

1.4.1. Respondent shall identify key project staff, task leaders and sub-consultants along with their respective field and expected services to the City for the Scope of Work on behalf of the firm. Information shall include education and professional registrations. Resumes shall be included for each of the individuals and sub-consultants referenced which demonstrate their qualifications to satisfy all the critical and service requirement areas. The City reserves the right to approve or disapprove all sub-consultants prior to any work being performed. **RESUMES SHALL NOT COUNT TOWARD THE 20-PAGE CONTENT LIMIT.**

1.4.2. Respondent shall provide a representative list of similar completed projects in the past 3-4 years with a scale and complexity similar to the project being considered by the City. The list shall include the location, client, services provided by your firm, term of services and an owner contact name, telephone and **e-mail address**. Include a brief overview of each project with, at a minimum, a short description of the services provided and methodology used for projects.

1.4.3. **Proof of licensure shall be required with submittal. Persons and firms practicing Architectural Services in the State of Texas must possess proper licensing and registration in accordance with Texas laws.**

TAB #4

1.5. Available Resources and Consultant Location – Provide information on size, resources and business history of the firm.

TAB #5

1.6. Methodology – Respondent shall define the method and approach to be used.

TAB #6

1.7. Timeline – Respondent shall provide a timeline to complete the project as per the Scope of Work contained herein.

TAB #7

1.8. Work Samples – Respondent shall provide work samples of designs successfully completed for similar spaces. Work samples can include but are not limited to drawings, renderings and photography.

PART V

CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

DRAFT

Bid Info: City of Leander
 Architectural and Engineering Services for Fire Station #4
 Solicitation No. #S15-016
 Opening: 4/2/2015

EVALUATION CRITERIA	Max Points	 McCall and Associates AIA Architects	 RPGA Design Group	 KAH Architects	 Pro Forma Architecture	 Moman Architecture	 Parkhill Smith & Cooper	 Johnson & Pace	 BRW Architects	 Randall Scott Architects	 PGAL
Qualifications and Experience	40	30	30	25	25	35	25	25	38	35	30
Respondent qualifications meet City's needs; work experience on similar projects; certification(s) and licensure in place;		Two architects, plus support team, acceptable licensure, some Central Texas Fire Stations of similar scope and size. Sub qualifications acceptable.	Two architects, acceptable licensure, some Fire Station Design in Dallas metro plex area of similar scope and size, limited Central Texas experience. Sub qualifications acceptable.	One architect, plus support team, acceptable licensure, some Central Texas Fire Stations of similar scope and size. Sub qualifications acceptable.	Two architects, acceptable licensure, mention 40 fire stations but limited fire station detail provided.	Two architects, plus support team, acceptable licensure, some Central Texas Fire Stations of similar scope and size. Sub qualifications acceptable. Designed City of Leander Fire Station Admin. building; some issues with design.	Two architects, plus support team, acceptable licensure, limited Central Texas Fire Stations of similar scope and size. Sub qualifications acceptable.	Two architects on team, acceptable licensure, some Texas Fire Stations of similar scope and size, limited regional stations. Sub qualifications acceptable.	Two architects, acceptable licensure, extensive experience throughout Central Texas of similar scope and size. Designed City of Leander Crystal Falls Fire Station. Sub qualifications acceptable.	Three architects, acceptable licensure, Fire Station Design in Dallas metro plex area of similar scope and size, limited Central Texas experience. Sub qualifications acceptable.	Four architects, acceptable licensure, out of state Fire Building design experience of similar scope and size, some Southern Texas experience. Sub qualifications acceptable.
Available Resources	20	15	15	15	15	15	20	20	20	18	20
Size, resources and business history of firm		39 years, limited detail on total staff	1989, 16 staff	1983, 8 staff	1999, 4 staff	2000, 2 staff plus support staff	1945, 300 staff	1995, 75 staff	1984, 66 staff	1987, 20 staff	1946, 200 staff
Methodology, Approach and Timeline	20	15	20	15	18	12	10	10	20	20	10
Methodology, approach to project and timeline to complete		Acceptable methodology, July 2016	Exceptional and detailed methodology, April 2016	Acceptable methodology, April 2016	Exceptional and detailed methodology, May 2016	Acceptable methodology, 14 Months, ETA delivery of June 2016	Adequate but limited detail, no commitment on timeline for delivery	Adequate but limited detail, April 2016	Exceptional and detailed methodology, April 2016	Exceptional and detailed methodology, April 2016	Adequate but limited detail, July 2016
Work Samples and References	20	19	17	19	16	14	17	7	14	17	15
Work samples shown and reference check scores (5 for reference, and 15 for work product)		Photos and descriptions, extensive drawings, work product acceptable. See reference score sheets.	Photos and descriptions, some drawings, work product acceptable. See reference score sheets.	Photos and descriptions, extensive drawings, work product acceptable. See reference score sheets.	Photos and descriptions, some drawings, work product acceptable. See reference score sheets.	Photos and descriptions, no drawings, work product acceptable. See reference score sheets.	Photos and descriptions, some drawings, work product acceptable. See reference score sheets.	Photos and descriptions, metal Stations different in scope, no drawings. No references checks returned.	Photos and descriptions, no drawings, work product acceptable. See reference score sheets.	Photos and descriptions, some drawings, work product acceptable. See reference score sheets.	Photos and descriptions, no drawings, work product acceptable. See reference score sheets.
TOTAL:	100	79	82	74	74	76	72	62	92	90	75

AWARD



City of Leander

INTEROFFICE MEMO

DATE: April 22, 2015

TO: Chief Bill Gardner

FROM: Joy Simonton

RE: Recommendation for Award for Solicitation #S15-016
Architectural and Engineering Services for Fire Station #4

The Purchasing Division recommends BRW Architects for the award of an agreement in accordance with the Best Value Evaluation Process for the above mentioned solicitation.

Ten (10) responses were received. Seven (7) HUBS were notified of the solicitation.

Joy Simonton, Purchasing Agent

CC: FILE



Executive Summary

May 7, 2015

Subject: Consider Selecting American Constructors as the Offeror Whose Proposal Offers the Best Value for the Construction Manager at Risk Services for the Fire Station #4 Project and Authorize the City Manager to Negotiate a Construction Manager at Risk Agreement for Council Approval

Background: Two vendors submitted RFP responses on April 9, 2015 to provide Construction Manager at Risk Services (CMR) for Fire Station #4. The CMR will work in tandem with the project architect to estimate and build Fire Station #4. American Constructors submitted the proposal that offers the best value for the City. Under the construction manager at risk delivery method, the next step is for the City Council to consider selecting American Constructors's proposal as offering the best value to the City. The City Manager will then attempt to negotiate a contract with American Constructors. If negotiations are successful, a construction contract will be presented to the City Council for approval. If the negotiations are unsuccessful, the City will discontinue negotiations with American Constructors and proceed to negotiate with the next offeror.

Financial Consideration. 2015 Certificates of Obligation (54-01-8354). Project budget is \$2,668,275.

Recommendation: Staff respectfully recommends that the Council select American Constructors as the offeror whose proposal offers the best value for the Construction Manager at Risk Services for the Fire Station #4 Project and authorize the City Manager to negotiate a construction manager-at-risk agreement with American Constructors for Council approval. .

Attachments: Recommendation from the City Purchasing Agent; Bid Tabulation.

Prepared by: Bill Gardner, Fire Chief
Joy Simonton, City Purchasing Agent

Bid Info: City of Leander
 Architectural and Engineering Services for Fire Station #4
 Solicitation No. #S15-016
 Opening: 4/2/2015

EVALUATION CRITERIA	Max Points	 Chasco Constructors	 American Constructors
Proposed Fee (Calculated Using \$2.2 Million Project Construction Estimate)	20	16	20
Part A: Pre-Construction Fee		\$8,500.00	\$9,000.00
Part B: Construction Management Fee		\$99,000.00	\$63,800.00
Part C: Performance and Payment Bond Fee		\$25,300.00	\$26,400.00
ONE TIME FEE		\$132,800.00	\$99,200.00
Part D: General Conditions Monthly Expense		\$22,832.00	\$23,900.00
Estimated Months to Completion		9	7
GENERAL CONDITIONS TOTAL PROJECT EXPENSE		\$205,488.00	\$167,300.00
TOTAL ESTIMATED FEE		\$338,288.00	\$266,500.00
Project team experience and qualifications	30	25	28
Respondent qualifications meet City's needs; work experience on similar projects; certification(s) and licensure in place;		Acceptable qualifications, staff resources and experience. Founded 1979. 34 Professional staff; 325 field employees. Some fire station experience.	Acceptable qualifications, staff resources and experience. Founded 1982. 53 Professional staff; 43 field employees. Some fire station experience. More self-performed services highlighted.
Project Close-Out Checklist		Adequate close-out checklist.	Superior close-out checklist.
Warranty Program		Adequate warranty program. One point of contact for warranty issues.	Adequate warranty program. Active inspections performed after move-in of building for warranty issues.
Industry Awards		Exceptional industry recognition.	Exceptional industry recognition.
Litigation		One issue resolved in mediation.	None.
Payment and Performance Bond Surety		Acceptable.	Acceptable.
Proposed approach and timeline	20	18	20
Cost estimating method, reporting, and delivery timeline		Acceptable and detailed methodology. Nine month construction timeline.	Acceptable and detailed methodology that provides monthly budget status and detail on large bay projects. Seven month construction timeline.
Respondent's financial capability	10	10	8
Respondent's financial viability to run and complete project		Acceptable.	Acceptable but received Qualified Opinion.
Work samples and references	20	15	16
Work samples shown and reference check scores (15 for reference, and 5 for work product)		Photos and project detail provided, projects shown are acceptable and of like fire station type. Work samples provided budget detail. See reference sheet(s) for reference scoring, change orders mentioned on both.	Photos and project detail provided, projects shown are acceptable and one is of like fire station type. Work samples did not provide budget detail. See reference sheet(s) for scoring; change orders mentioned on one.
TOTAL:	100	83	92

AWARD



City of Leander

INTEROFFICE MEMO

DATE: April 20, 2015

TO: Chief Bill Gardner

FROM: Joy Simonton

RE: Recommendation for Award for Solicitation #S15-017
Construction Manager at Risk for Fire Station #4

The Purchasing Division recommends American Constructors for the award of an agreement in accordance with the Best Value Evaluation Process for the above mentioned solicitation.

Two (2) responses were received. Nine (9) HUBS were notified of the solicitation.

Joy Simonton, Purchasing Agent

CC: FILE



Executive Summary
February 19, 2009

Agenda Subject: Establish Wage Scale for Fire Station # 4

Background: Texas Laws requires that a wage scale be established for Construction Manager at Risk Projects. The law allows the rate to be determined by an independent study done by the entity establishing the contract or by of using a study completed by a state regulatory authority. The City recommends using the attached list of wages for construction related jobs determined by the Texas Workforce Commission for the Austin-Round Rock San Marcos Area.

Origination: Bill Gardner, Fire Chief

Recommendation: Staff recommends Council approval the list attached.

Attachments: Wage Rate list

Prepared by: Bill Gardner

PROPOSED MINIMUM WAGE SCALE
CITY OF LEANDER

1/22/15

Occ Code	Occupation	Entry Wage / hr
472021	Brickmasons and Blockmasons	\$ 14.96
472031	Carpenters	\$ 12.45
472041	Carpet Installers	\$ 9.35
472044	Tile and Marble Setters	\$ 9.58
472051	Cement Masons and Concrete Finishers	\$ 11.67
472061	Construction Laborers	\$ 9.49
472071	Paving, Surfacing, & Tamping Equipment Operators	\$ 11.51
472073	Operating Engineers and Other Construction Equipment	\$ 12.54
472081	Drywall and Ceiling Tile Installers	\$ 12.34
472111	Electricians	\$ 16.49
472121	Glaziers	\$ 15.23
472131	Insulation Workers, Floor, Ceiling, and Wall	\$ 11.94
472132	Insulation Workers Mechanical	\$ 13.06
472141	Painters, Construction and Maintenance	\$ 10.36
472151	Pipelayers	\$ 12.40
472152	Plumbers, Pipefitters, and Steamfitters	\$ 14.64
472171	Reinforcing Iron and Rebar Workers	\$ 11.56
472181	Roofers	\$ 11.52
472211	Sheet Metal Workers	\$ 13.28
473011	Helpers--Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	\$ 10.51
473012	Helpers--Carpenters	\$ 11.82
473013	Helpers--Electricians	\$ 10.04
473014	Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons	\$ 9.14
473015	Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters	\$ 9.07
473019	Helpers Construction Trades - All Other	\$ 11.34
474041	Hazardous Materials Removal Workers	\$ 13.04
474099	Construction and Related Workers, All Other	\$ 12.38
492098	Security and Fire Alarm Installers	\$ 14.39
499021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	\$ 12.78

Data Source: Texas Workforce Commission Wage Survey

Austin-Round Rock-San Marcos Metropolitan Statistical Area

<http://www.tracer2.com/cgi/dataAnalysis/AreaSelection.asp?tableName=Oeswage>

Step 1: Go to www.tracer2.com

TRACER
TEXAS LABOR MARKET INFORMATION

LMCI TRACER The Future Career Resources Texas Labor Market Data Link

Texas Workforce Commission

- LMCI Searchpage
- Wage Information
- Data Link
- The Future
- Career & Economic Dev Resource
- LMCI Publications
- Resources

LMCI
Labor Market and Career Information

The Labor Market & Career Information Department (LMCI) of the Texas Workforce Commission provides statistics and analyses on the dynamics of the Texas labor market and informational products designed to support informed educational and career decisions. In addition, LMCI provides a wide array of career and occupational information through software programs and printed publications. Visit the LMCI website at <http://www.lmci.state.tx.us> for additional products and services. For more information or questions about our data, please contact labor market analysts by phone at 1-866-938-4444, or by email at lmci@twc.state.tx.us.

LMCI Data Release Dates

[2015 Release Dates](#)

Upcoming Release Dates

December data - Jan 23, 2015
January data - Mar 6, 2015
February data - Mar 27, 2015

LMCI Monthly Publications

Texas Labor Market Review (TLMR)

The monthly newsletter of the Labor Market & Career Information Department of the Texas Workforce Commission.

The TLMR newsletter provides up-to-date labor market statistics for Texas and its local areas.

LOOKING FOR A JOB?

JOBS JOBS

Texas Ends 2014 with Another Month of Job Growth

Unemployment rate falls to 4.6 percent in December, lowest since May 2008

Step 2 – Click “Data Link”

TRACER
TEXAS LABOR MARKET INFORMATION

LMCI TRACER The Future Career Resources Texas Labor Market Data Link

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Step 3: Click "Wages by Profession"

TRACER
TEXAS LABOR MARKET INFORMATION

LMCI

LMCI TRACER The Future Career Resources Texas Labor Market Data Link

Texas Workforce Commission

LMCI Searchpage
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The Future
Career & Economic Dev Resource
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Resources

LABOR MARKET & CAREER INFORMATION

"Data Link"

Welcome to the LMCI Data Link. The links below offer the ability to create custom reports for all LMCI data and other important information like Population, Consumer Price Index (CPI), and Income. These specific reports can then be downloaded to a comma delimited text file for use on your computer.

Click here to be transferred to the [LMCI Searchpage](#). Searchpage items are assorted by program category and are available for download in Excel or PDF.

If you experience any problems with the data or have any questions or comments, please call 1-866-938-4444 or e-mail us at lmci@twc.state.tx.us.

LOOKING FOR A JOB?

Data Types

Council of Government Manufacturing Wages for HB3390

[Unemployment Rates & Labor Force Statistics](#)

[Current Employment Statistics \(CES\)](#)

[Wages by Profession](#)

[Quarterly Census of Employment & Wages \(QCEW\)](#)

[Future Job Growth by Industry \(Projections\)](#)

[Future Job Growth by Occupation \(Projections\)](#)

[Staffing Patterns](#)

[Consumer Price Index \(CPI\)](#)

[Population](#)

[Income](#)

[Building Permits](#)

[Revenue Sales](#)

Step 4: Select Area: "MSA 2000 defined" then "Austin-Roundrock-San Marcos, TX Metropolitan Statistical Area" then click "Continue"

Texas Workforce Commission

LMCI Searchpage
Data Link
Wage Information
The Future
Career & Economic Dev Resource
LMCI Publications
Resources

Select Data Type
All Data Types
Unemployment (LAUS)
Employment Estimates (CES)
Quarterly Employment and Wages (QCEW)
Wages by Profession
Projections - Occupation
Projections - Industry
Consumer Price Index
Income
Staffing Patterns

Wages by Profession

Selection Page 1 of 5

Select area types and areas for which you would like to view the data

1 Select Area types

2 Select Areas

Select consecutive 100/Clear All

2003 Defined Counties not in MSA's
Abilene, TX Metropolitan Statistical Area
Amarillo, TX Metropolitan Statistical Area
Austin-Round Rock-San Marcos, TX Metropolitan Statistical Area
Beaumont-Port Arthur, TX Metropolitan Statistical Area
Brownsville-Harlingen, TX Metropolitan Statistical Area
College Station-Bryan, TX Metropolitan Statistical Area
Corpus Christi, TX Metropolitan Statistical Area
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area
El Paso, TX Metropolitan Statistical Area
Houston-Sugar Land-Baytown, TX Metropolitan Statistical Area
Killeen-Temple-Fort Hood, TX Metropolitan Statistical Area
Laredo, TX Metropolitan Statistical Area
Longview, TX Metropolitan Statistical Area
Lubbock, TX Metropolitan Statistical Area
McAllen-Edinburg-Mission, TX Metropolitan Statistical Area
Midland, TX Metropolitan Statistical Area
Odessa, TX Metropolitan Statistical Area
San Angelo, TX Metropolitan Statistical Area
San Antonio-New Braunfels, TX Metropolitan Statistical Area

Click [here](#) for Detailed Occupational Wages(Hourly/Annual) for each MSA,WDA,Texas and National

Continue

Step 5: Click "Continue".

Texas Workforce Commission

LMCI Searchpage
Data Link
Wage Information
The Future
Career & Economic Dev Resource
LMCI Publications
Resources

Select Data Type
All Data Types
Unemployment (LAUS)
Employment Estimates (CES)
Quarterly Employment and Wages (QCEW)

Wages by Profession

Selection Page 2 of 5

Select years and time periods for which you would like to view the data

3 Select Years

4 Select Time Periods

Select/Clear All

2013

Select/Clear All

Annual

Restart Back Continue

Step 6: Scroll down and click “470000 Construction and Extraction Occupations” then click box for “Select consecutive 100/clear all” then click “Continue”

Texas Workforce Commission

LMCI Searchpage
Data Link
Wage Information
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Resources
Select Data Type
All Data Types
Unemployment (LAUS)
Employment Estimates (CES)
Quarterly Employment and Wages (QCEW)
Wages by Profession
Projections - Occupation
Projections - Industry
Consumer Price Index
Income
Staffing Patterns
Population

Wages by Profession

Selection Page 3 of 5

Select the Occupation Code and Occupations

5 Select an Occupation Code type 6 Select Occupations

SOC ▼

Enter an Occupation Find It Select consecutive 100/Clear All

- 450000 Farming, Fishing, and Forestry Occupations
- 451011 First-Line Supervisors of Farming, Fishing, and Forestry Workers
- 452092 Farmworkers & Laborers, Crop, Nursery & Greenhouse
- 452093 Farmworkers, Farm and Ranch Animals
- 470000 Construction and Extraction Occupations**
- 471011 First-Line Supervisors of Construction Trades and Extraction Workers
- 472021 Brickmasons and Blockmasons
- 472031 Carpenters
- 472041 Carpet Installers
- 472044 Tile and Marble Setters
- 472051 Cement Masons and Concrete Finishers
- 472061 Construction Laborers
- 472071 Paving, Surfacing, & Tamping Equipment Operators
- 472073 Operating Engineers and Other Construction Equipment
- 472081 Drywall and Ceiling Tile Installers
- 472111 Electricians
- 472121 Glaziers
- 472131 Insulation Workers, Floor, Ceiling, and Wall
- 472132 Insulation Workers, Mechanical
- 472141 Painters, Construction and Maintenance
- 472151 Pipelayers
- 472152 Plumbers, Pipefitters, and Steamfitters
- 472171 Reinforcing Iron and Rebar Workers
- 472181 Roofers
- 472211 Sheet Metal Workers

Restart Back Continue

Step 7: Select “Continue”

Texas Workforce Commission

LMCI Searchpage
Data Link
Wage Information
The Future
Career & Economic Dev Resource
LMCI Publications
Resources
Select Data Type
All Data Types
Unemployment (LAUS)
Employment Estimates (CES)
Quarterly Employment

Wages by Profession

Selection Page 4 of 5

Select Industries

7 Select an Industry Code type 8 Select Industries

NAICS ▼

Enter an Industry Find It Select consecutive 100/Clear All

- 10 Total, All Industries**
- 1011 Natural Resources and Mining
- 1012 Construction
- 1013 Manufacturing
- 1021 Trade, Transportation and Utilities
- 1023 Financial Activities
- 1024 Professional and Business Services
- 1025 Education and Health Services
- 1026 Leisure and Hospitality
- 1027 Other Services

Restart Back Continue

Step 8: Select “Hourly Wage” and “Entry Wages” then click “View Data”

Texas Workforce Commission

LMCI Searchpage
Data Link
Wage Information
The Future
Career & Economic Dev Resource
LMCI Publications
Resources
Select Data Type
All Data Types
Unemployment (LAUS)
Employment Estimates (CES)
Quarterly Employment and Wages (QCEW)
Wages by Profession
Projections - Occupation
Projections - Industry
Consumer Price Index
Income
Staffing Patterns

Wages by Profession

Selection Page 5 of 5

Select other data preferences

9 Select Wage Source
BLS Occupational Employment Statistics Survey

10 Select Wage Rate Type
Annual wage or salary
Hourly wage

Select Data Series

11 Select Data Series
No. of Employed
Entry Wages
Experience Wages
Mean Wages
Median Wages

View By Areas Time Frames

Restart Back View Data

Step 9: Click “Accept Terms”

www.tracer2.com/WagePopupInclude.htm

A semi-annual sample survey of Texas employment and average hourly wage rates by occupation are collected for the State and metropolitan areas through a sample survey for unique industry groups. The Occupational Employment Statistics program is conducted through a cooperative agreement with the U.S. Bureau of Labor Statistics. The Labor Market and Career Information Department develops statistical estimates of average hourly wage rates for selected areas. Additional information is available at the Bureau of Labor Statistics website: <http://www.bls.gov/oes/home.htm>. You may direct your questions to a TWC labor market information professional by calling 1-866-938-4444.

Accept Terms

The data list will appear and the wage information for the desired job occupations can be obtained from the list produced. It can be downloaded into excel if needed.