AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ January 21, 2016 at 7:00 PM

Mayor – Christopher Fielder	**Place 4 – Ron Abruzzese**
Place 1 – Andrea Navarrette (Mayor Pro Tem)	**Place 5 – Jeff Seiler**
Place 2 – Michelle Stephenson	**Place 6 – Troy Hill**
Place 3 – Shanan Shepherd	**City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance

2. Roll Call

3. Staff Comments:

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins

CONSENT AGENDA: ACTION

5. Approval of the minutes: January 7, 2016

6. Second reading of an Ordinance annexing multiple tracts of land totaling 117.5 acres, more or less, generally located along and abutting Hero Way (formerly County Road 269) in Williamson County, Texas pursuant to the terms and expiration of Development Agreements under Section 43.035, Texas Local Government Code

7. Second reading of an Ordinance annexing multiple tracts of land totaling 229.22 acres, more or less, generally located north of Hero Way and west of Ronald Reagan Blvd. in Williamson County, Texas

8. Second reading of an Ordinance annexing 37.079 acres, more or less, of land generally located west of Ronald Reagan Blvd. and north of the South San Gabriel River in Williamson County, Texas

9. Acceptance of North Creek Commercial Park Wastewater System Improvements

10. Acceptance of NWC Crystal Falls at 183A – Water Wastewater – Phase One

11. Award of Agreement for Architectural and Engineering Services to Brinkley Sargent Wiginton to design a more secure sally port and parking lot revisions for the Police Department

12. Primary and secondary award of contract for Park and Municipal Property Landscape Maintenance and Mowing

13. An Ordinance closing a portion of Right-of-way commonly known as Municipal Drive; dedicating a portion of City property as Right-of-way; and dedicating a portion of City property as a Public Utility easement

14. Partial Release and Termination of Drainage Easement

15. Release and Termination of Wastewater Utility Easement for Lot 1, North Creek Commercial Park

PUBLIC HEARING: ACTION

16. **Public Hearing** on Zoning Case 15-Z-036: Consider a zoning change for a lot located at 10970, 10980, and 10974 Crystal Falls Parkway for 6.69 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and interim zoning SFS-2-B, Single Family Suburban to GC-3-C, General Commercial, Leander, Williamson County, Texas
Applicant: City of Leander on behalf of Anderson, Dorothy Jean Stephenson
This application has been withdrawn

17. **Public Hearing** on Zoning Case 15-Z-018: Consider a zoning change for several parcels of land located at 1445 CR 270 for 220 acres, more or less, from interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development with the following base zoning district of SFC-2-A, Single Family Compact, SFU-2-A, Single Family Urban, SFS-2-A, Single Family Suburban, and MF-2-A, Multi-Family, Leander, Williamson County, Texas
Applicant: Blake Magee on behalf of Ernest Lloyd and Nancy Toungate, and Mark and Laura Toungate
This application has been withdrawn

18. **Public Hearing** on Zoning Case 15-Z-024: Consider a zoning change for several parcels of land located at 18175 Ronald W. Reagan Blvd. for 51.84 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and GC-3-C, General Commercial to SFU-2-A, Single Family Urban, SFC-2-A, Single Family Compact and SFL-2-B, Single Family Limited with conditions; Leander, Williamson County, Texas
Applicant: Shawn Graham with Jones & Carter, Inc. on behalf of Robert E. Tesch

Second Reading of Ordinance on Zoning Case 15-Z-024: amending Ordinance 05-018, the Composite Zoning Ordinance for several parcels of land located at 18175 Ronald W. Reagan Blvd. for 51.84 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and GC-3-C, General Commercial to SFU-2-A, Single Family Urban and SFC-2-A, Single Family Compact and SFL-2-B, Single Family Limited with conditions, Leander, Williamson County, Texas

REGULAR AGENDA

19. Consider reappointment of Bill Barton to the Board of Adjustment/Appeal

20. Consider a Resolution of the City of Leander, Texas, commencing the annexation of 44.73 acres of land, more or less, including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters

21. Consider a Resolution of the City of Leander, Texas, commencing the annexation of sixteen (16) areas of land totaling 3,207.76 acres, more or less, including the abutting streets, roadways and rights-of-way; being located in Travis and Williamson Counties, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters

22. Consider Change Order No. 1 to Construction Contract for Ronald Reagan Waterline North, Phase 2 Project in the amount of $223,622.00

23. Consider Agreement for Construction Manager at Risk to repurpose and renovate Fire Station #1 and the Pat Bryson Municipal Building

24. Water Supply Update

25. Council Member Closing Statements

26. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves The right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain Consultation with attorney]. 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations Or 551.076 [deployment/implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas on the 15tht day of January, 2016 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile, TRMC, City Secretary

MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ January 7, 2016 at 7:00 PM

Mayor – Christopher Fielder	**Place 4 – Ron Abruzzese**
Place 1 – Andrea Navarrette (Mayor Pro Tem)	**Place 5 – Jeff Seiler**
Place 2 – Michelle Stephenson	**Place 6 – Troy Hill**
Place 3 – Shanan Shepherd	**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 Seiler delivered the invocation

2. Roll Call
   All present

3. Staff Comments: Presentation of CALEA Certificate to Leander Police Department
   Chief Greg Minton introduced Randy Scott, CALEA Program Manager. Mr. Scott explained the program and presented the certificate to the Leander Police Department

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins
   Chris Schwendenmann – 616 Emma Rose – expressed her concern regarding HOA's

CONSENT AGENDA: ACTION

5. Approval of the minutes: December 17, 2015

6. Dedication and Acceptance of Subdivision Infrastructure Improvements for Travisso Phase 2, Sections 1C, 1D, and 1E

7. Second reading of an Ordinance on Zoning Case 15-Z-020: amending Ordinance 05-018, the Composite Zoning Ordinance for a parcel of land generally located to the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR279 for 1.508 acres, more or less from LC-2-B, Local Commercial to LC-3-A, Local Commercial, Leander, Williamson County, Texas

8. Second reading of an Ordinance on Zoning Case 15-Z-023: amending Ordinance 05-018, the Composite Zoning Ordinance for a lot located at 600 Municipal Drive; legally described as Lot 4, Block A, Leander Heights Section 2 Subdivision for 2.62 acres, more or less from SFU/MH-2-B, Single Family Urban/ Manufactured Home to PUD, Planned Unit Development with a base zoning district of MF-2-A, Multi-Family, Leander, Williamson County, Texas

9. Second reading of an Ordinance on Zoning Case 15-Z-032: amending Ordinance 05-018, the Composite Zoning Ordinance for two parcels of land located at 602 South Gabriel Drive for 6.19 acres, more or less from SFS-2-B, Single Family Suburban to SFT-2-B, Single Family Townhome, Leander, Williamson County, Texas

10. Second reading of an Ordinance on Zoning Case 15-TOD-Z-035: amending Ordinance 05-018, the Composite Zoning Ordinance for one parcel of land generally located to the south of the intersection of US 183 and 183A Toll Road for 4.654 acres, more or less, from PUD/TOD, Planned Unit Development/Transit Oriented Development to amend the PUD to designate the base zoning district as GC-3-A, General Commercial as permitted by the SmartCode, Leander, Williamson County, Texas

11. Second reading of an Ordinance on Zoning and Subdivision Cases 15-Z-012, 15-CP-003 & 15-PP-007: Consider approval of the Bar W Commercial Concept Plan, Preliminary Plat and PUD zoning for 49.737 acres, more or less, generally located to the southeast of the intersection of Ronald W. Reagan Blvd. and SH 29, from Interim zoning of SFR-1-B, Single Family Rural to PUD, Planned Unit Development with a base zoning district of GC-3-C, General Commercial, Leander, Williamson County, Texas

Motion made by Mayor Pro Tem Navarrette to approve the consent agenda. Second by Council Member Shepherd. Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

12. **Public Hearing** on Zoning Case 15-Z-024: Consider a zoning change for several parcels of land located at 18175 Ronald W. Reagan Blvd. for 51.84 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and GC-3-C, General Commercial to SFU-2-A, Single Family Urban and SFC-2-A, Single Family Compact, Leander, Williamson County, Texas
Applicant: Shawn Graham with Jones & Carter, Inc. on behalf of Robert E. Tesch
Tom Yantis, Asst. City Manager explained

Action on Zoning Case 15-Z-024: amending Ordinance 05-018, the Composite Zoning Ordinance for several parcels of land located at 18175 Ronald W. Reagan Blvd. for 51.84 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and GC-3-C, General Commercial to SFU-2-A, Single Family Urban and SFC-2-A, Single Family Compact, Leander, Williamson County, Texas

Motion made by Council Member Seiler to approve SFU-2-A, SFC-2-A and SFL 2-B with staff recommendation of lot width maximum of 45' for interior lots and 55' for corner lots and alley loaded garages for lots backing up to GC (General Commercial) zoning. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"

REGULAR AGENDA

13. Consider amendments to Ordinance # 13-023, Ethics Ordinance for Section 3.5: Conflict of Interest, as recommended by the Ethics Commission and receive memo from Legal Counsel of interpretation of "indirect financial interest"
Rick Shirley, Chairman of the Ethics Commission explained the proposed changes

Mayor Fielder asked that the city attorney review the ordinances changes and review the letter from attorney regarding "indirect financial interest" and make recommendation to council

14. Second Reading of an Ordinance on Zoning Case 15-Z-010: amending Ordinance 05-018, the Composite Zoning Ordinance for two parcels of land for 51.84 acres, more or less, located at 1208 S. Bagdad Road from MF-2-B, Multi-Family and GC-3-C, General Commercial to PUD, Planned Unit Development with a base zoning district of MF-2-A, Multi Family, Leander, Williamson County, Texas
Tom Yantis, Asst. City Manager explained

Motion made by Council Member Stephenson to approve. Second by Council Member Shepherd. Motion passes, 6 to 1 with Council Member Abruzzese voting against.

15. First reading of an Ordinance annexing multiple tracts of land totaling 117.5 acres, more or less, generally located along and abutting Hero Way (formerly County Road 269) in Williamson County, Texas pursuant to the terms and expiration of Development Agreements under Section 43.035, Texas Local Government Code
Tom Yantis, Asst. City Manager explained

Motion made by Council Member Shepherd to approve. Second by Council Member Seiler. Motion passes, all voting "aye"

16. First reading of an Ordinance annexing multiple tracts of land totaling 229.22 acres, more or less, generally located north of Hero Way and west of Ronald Reagan Blvd. in Williamson County, Texas
Tom Yantis, Asst. City Manager explained

Motion made by Council Member Seiler to approve. Second by Council Member Stephenson. Motion passes, all voting "aye"

17. First reading of an Ordinance annexing 37.079 acres, more or less, of land generally located west of Ronald Reagan Blvd. and north of the South San Gabriel River in Williamson County, Texas
Tom Yantis, Asst. City Manager explained

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

18. Consider an Ordinance establishing the location of school zones and the times that the school zones are in effect for Camacho Elementary and Jim Plain Elementary
Tom Yantis, Asst. City Manager explained

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

19. Consider an Ordinance of the City of Leander, Texas, adopting the official zoning map for the City; providing for maintenance and filing of the official zoning map; and providing for related matters
Tom Yantis, Asst. City Manager explained

Motion made by Council Member Shepherd to approve. Second by Council Member Stephenson. Motion passes, all voting "aye"

20. Consider an Ordinance of the City of Leander, Texas, adopting an official map for the City; providing for maintenance and filing of the official map; and providing for related matters
Tom Yantis, Asst. City Manager explained

Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Shepherd.

Motion passes, all voting "aye"

21. Consider appointment of a City Council Member to serve on the Central Texas Clean Air Coalition (CAC) Committee for 2016

    Mayor Fielder made a motion to appoint Mayor Pro Tem Navarrette to the Central Texas Clean Air Coalition. Second by Council Member Stephenson. Motion passes, all voting "aye"

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

23. Adjournment
    With there being no further business, the meeting adjourned at 7:58 pm

Attest:

_____ _____

Christopher Fielder, Mayor Debbie Haile, TRMC, City Secretary

Executive Summary

January 21, 2016

Agenda Subject: Second reading of an ordinance annexing multiple tracts of land totaling 117.5 acres, more or less, generally located along and abutting Hero Way (Formerly County Road 269) in Williamson County, Texas pursuant to the terms and expiration of Development Agreements under Section 43.035, Texas Local Government Code.

Background: The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its October 15, 2015 meeting. The properties include all those tracts subject to development agreements under Section 43.035 that were entered into between the City and property owners along CR 269 (now Hero Way) in 2010. The agreements provided for the voluntary annexation of the properties to be initiated after the expiration of the term of the agreements which was 5 years. The resolution set the two public hearings for December 3, 2015 and December 17, 2015. This is the second and final reading of the.

This is a voluntary annexation pursuant to the annexation agreements.

Origination: Applicants

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

Attachments:

1. Annexation ordinance
2. Annexation schedule
3. Location maps
4. Annexation resolution and service plan

Prepared by: Tom Yantis, AICP
Assistant City Manager

1/13/2016

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING INTO THE CORPORATE LIMITS OF THE CITY SIXTEEN TRACTS OF LAND LOCATED ALONG AND ABUTTING COUNTY ROAD 269 IN WILLIAMSON COUNTY, TEXAS, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY NOT PREVIOUSLY ANNEXED, AT THE REQUEST OF THE PROPERTY OWNER AND PURSUANT TO THE TERMS AND EXPIRATION OF DEVELOPMENT AGREEMENTS UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the owners of certain properties located within Williamson County, Texas, have petitioned the City for annexation of said properties into the City limits pursuant to the terms of sixteen separate Development Agreements Under Section 43.035, Texas Local Government Code (the "Development Agreements");

WHEREAS, the properties are contiguous and adjacent to the corporate limits of the City and the owners have made application for voluntary annexation of the properties pursuant to Section 3(a)(5) and 3(b) of the Development Agreements which authorizes the annexation of the subject properties at the City Council's discretion upon the expiration of the Development Agreements;

WHEREAS, the five year term of the Development Agreements expired on or about October 21, 2015;

WHEREAS, the City Council heard and has decided to grant the owners' requests that the City annex said properties;

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

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

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

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

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

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

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

> All those certain sixteen tracts or parcels of land located along and abutting County Road 269 in Williamson County, Texas, and being more particularly shown and described in the Development Agreements filed and recorded in the Official Public Records of Williamson County, Texas as Document Numbers: 2010083081, 2010083082, 2010083083, 2010083084, 2010083085, 2010083086, 2010083087, 2010083088, 2010083089, 2010083090, 2010083091, 2010083092, 2010083093, 2010083094, 2010083095, 2010083096 and as shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

PASSED AND APPROVED on First Reading this 7th day of January, 2016.

FINALLY PASSED AND APPROVED on this 21st day of January, 2016.

ATTEST:

CITY OF LEANDER, TEXAS

_____
Debbie Haile, City Secretary

_____
Christopher Fielder, Mayor

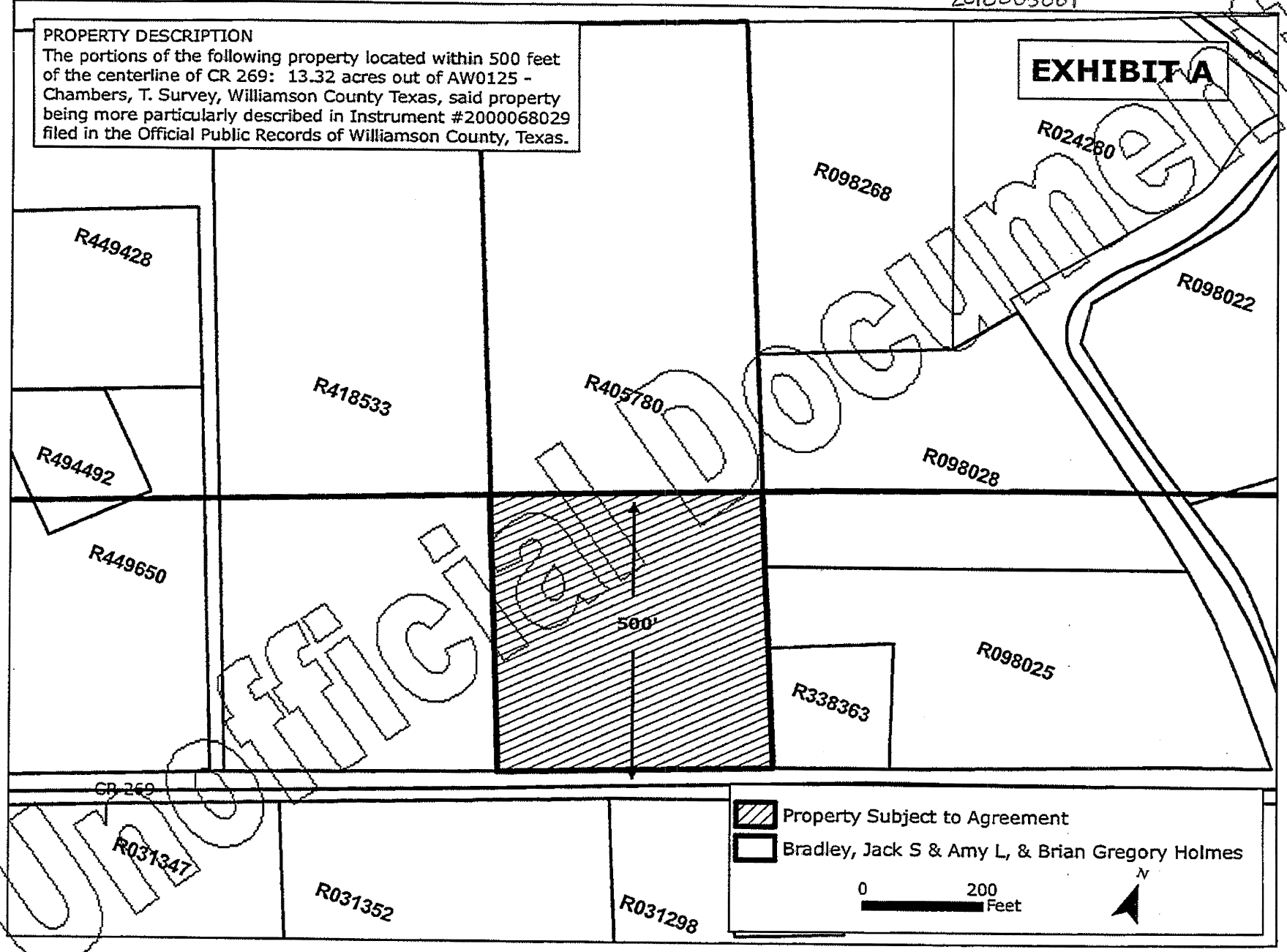
Exhibit "A"

Annexed Properties

2010083081

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 13.32 acres out of AW0125 - Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #2000068029 filed in the Official Public Records of Williamson County, Texas.

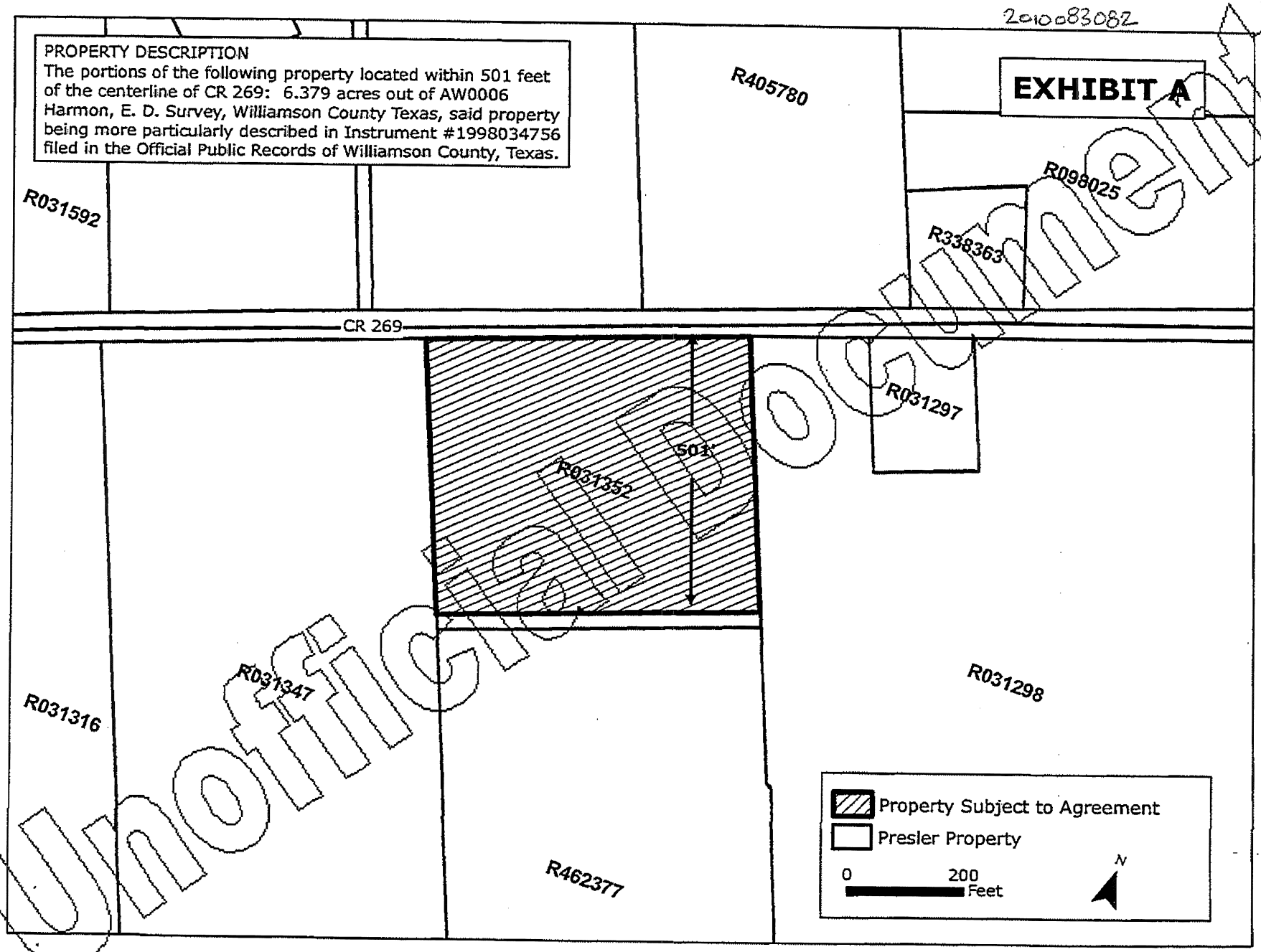


Unofficial Document

2010083082

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 501 feet of the centerline of CR 269: 6.379 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #1998034756 filed in the Official Public Records of Williamson County, Texas.

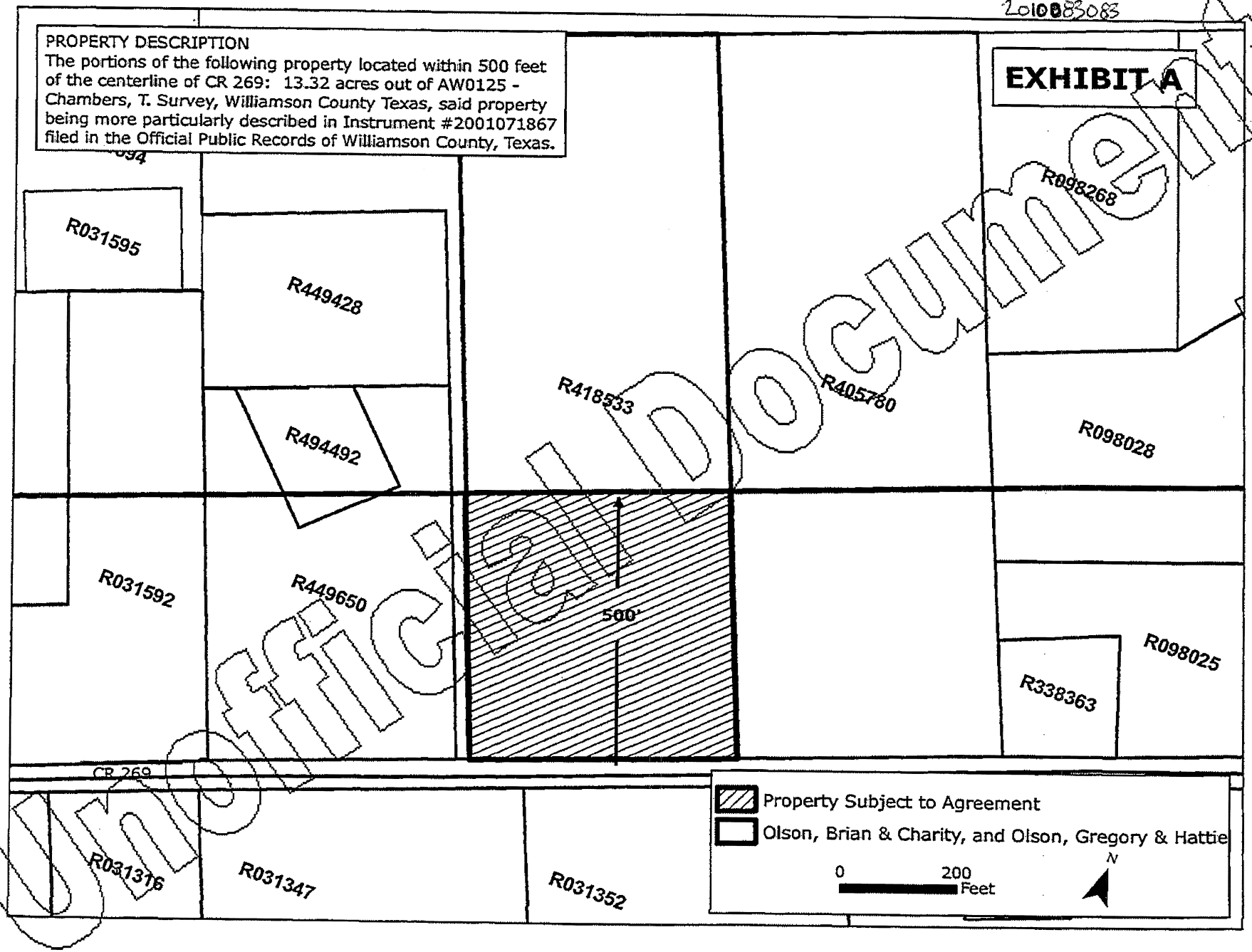


Unofficial Document

2010083083

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 13.32 acres out of AW0125 - Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #2001071867 filed in the Official Public Records of Williamson County, Texas.

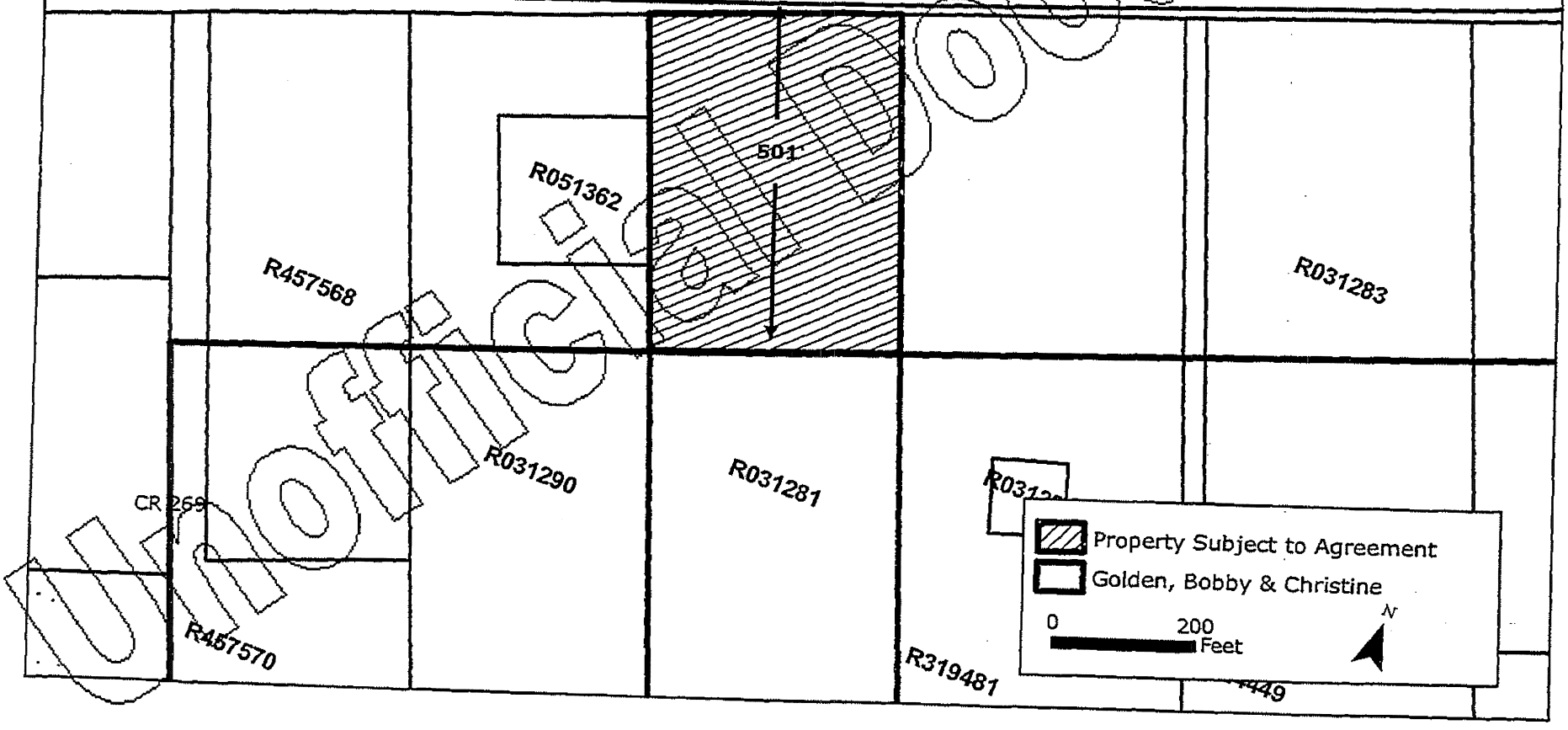


Unofficial Document

2010083084

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 501 feet of the centerline of CR 269: 10.960 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #1991015547 filed in the Official Public Records of Williamson County, Texas.

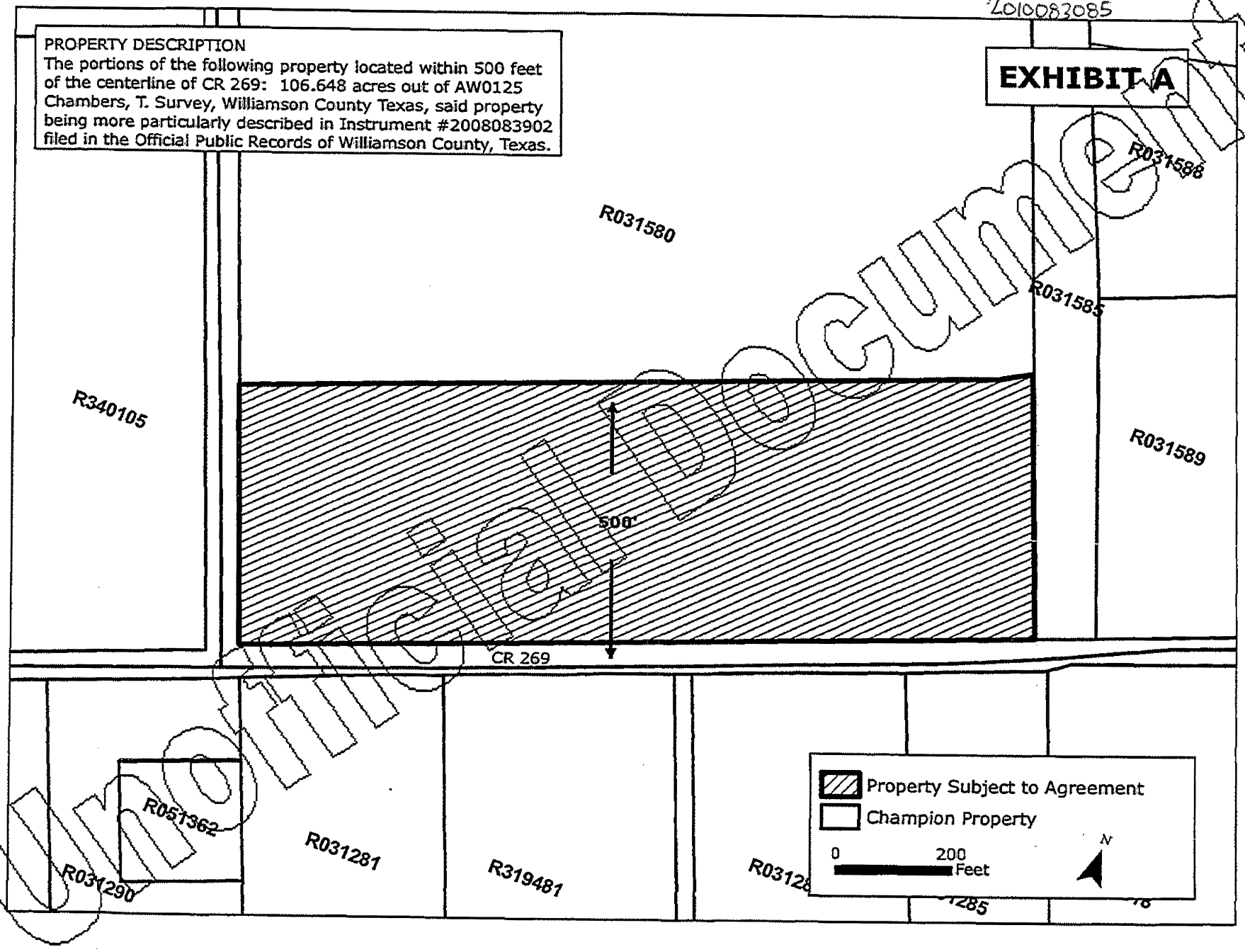


Unofficial Document

2010083085

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 106.648 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #2008083902 filed in the Official Public Records of Williamson County, Texas.

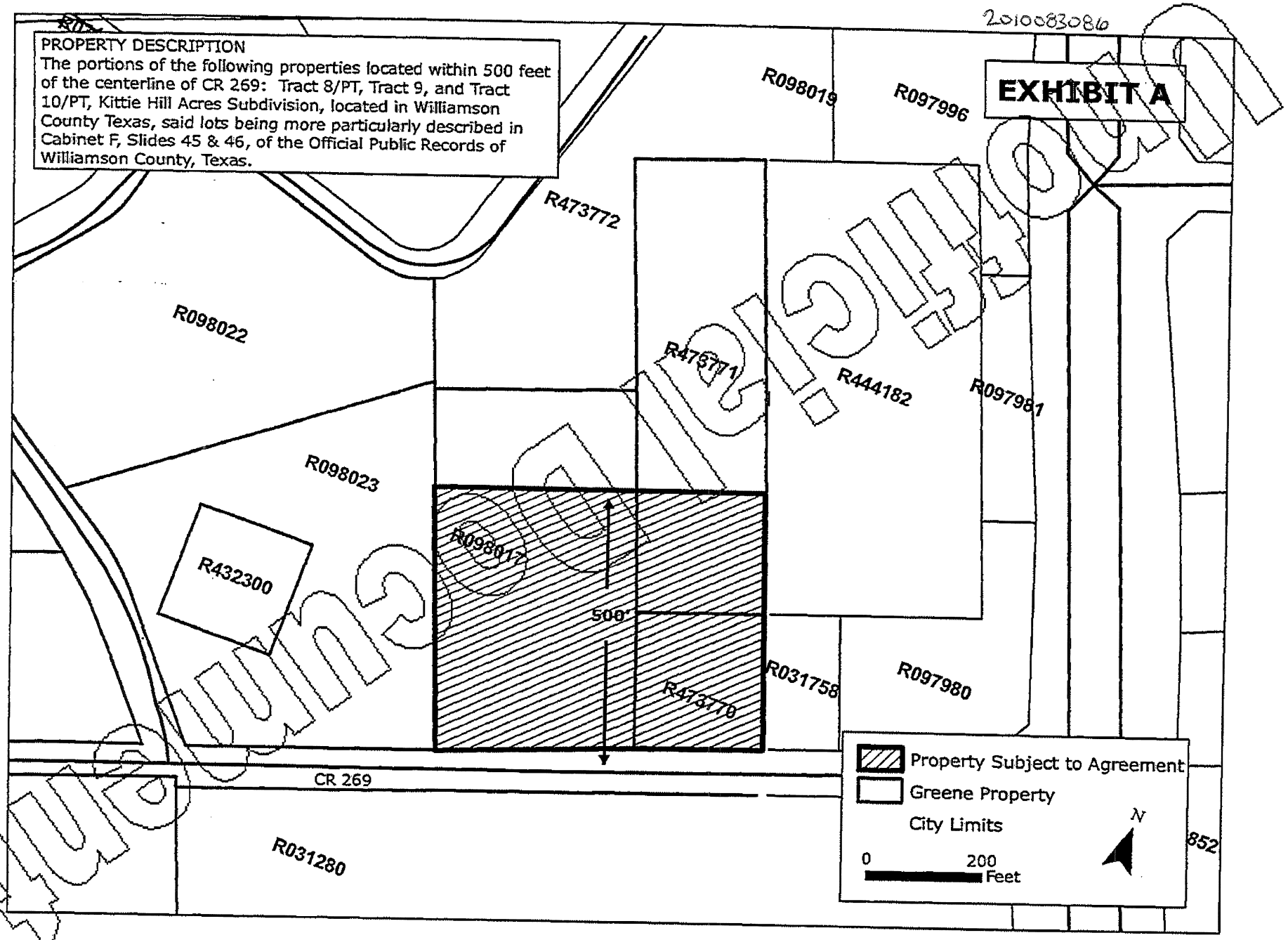


Unofficial Document

2010083086

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following properties located within 500 feet of the centerline of CR 269: Tract 8/PT, Tract 9, and Tract 10/PT, Kittie Hill Acres Subdivision, located in Williamson County Texas, said lots being more particularly described in Cabinet F, Slides 45 & 46, of the Official Public Records of Williamson County, Texas.

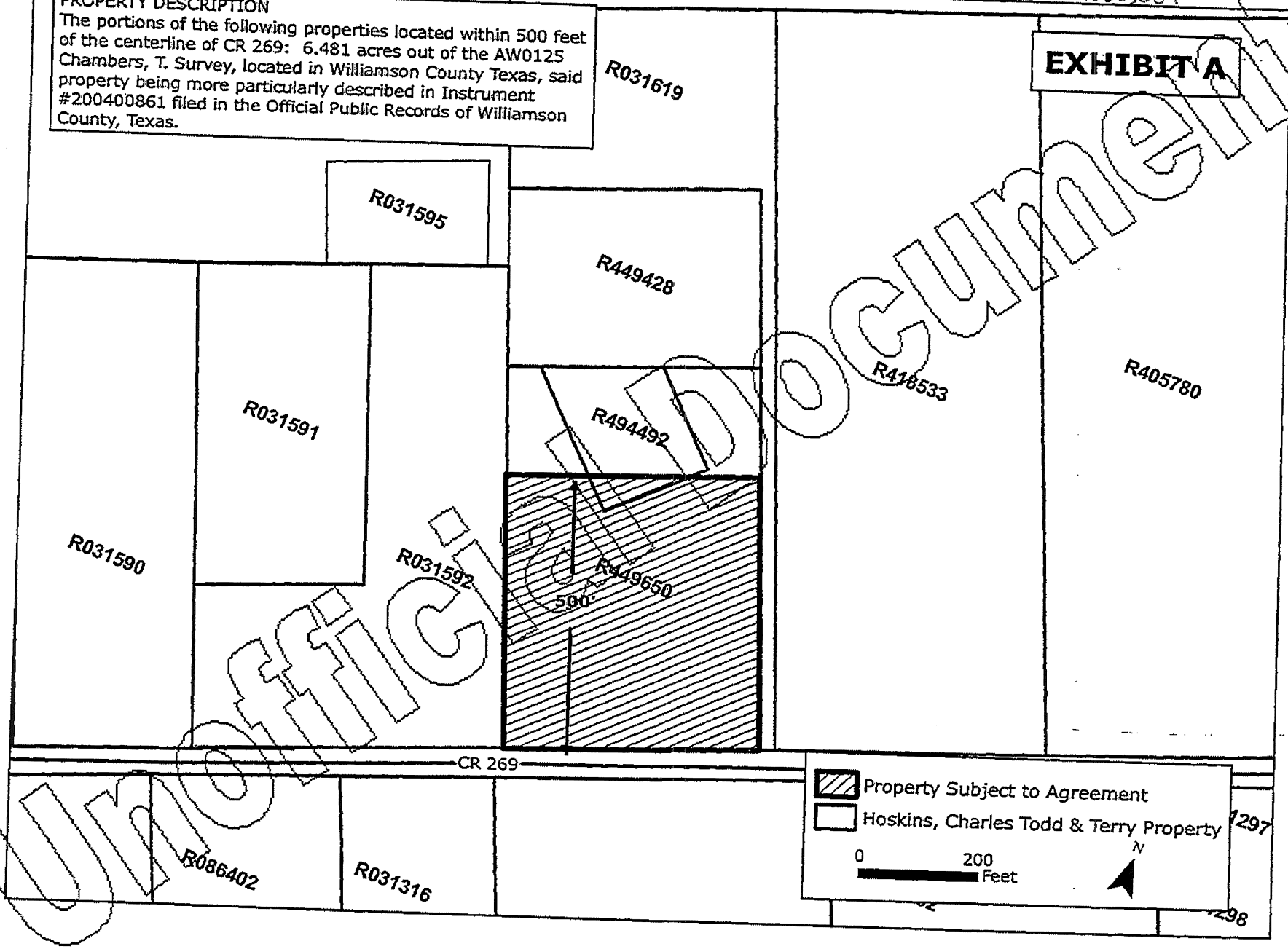


Unofficial Document

2010083087

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following properties located within 500 feet of the centerline of CR 269: 6.481 acres out of the AW0125 Chambers, T. Survey, located in Williamson County Texas, said property being more particularly described in Instrument #200400861 filed in the Official Public Records of Williamson County, Texas.

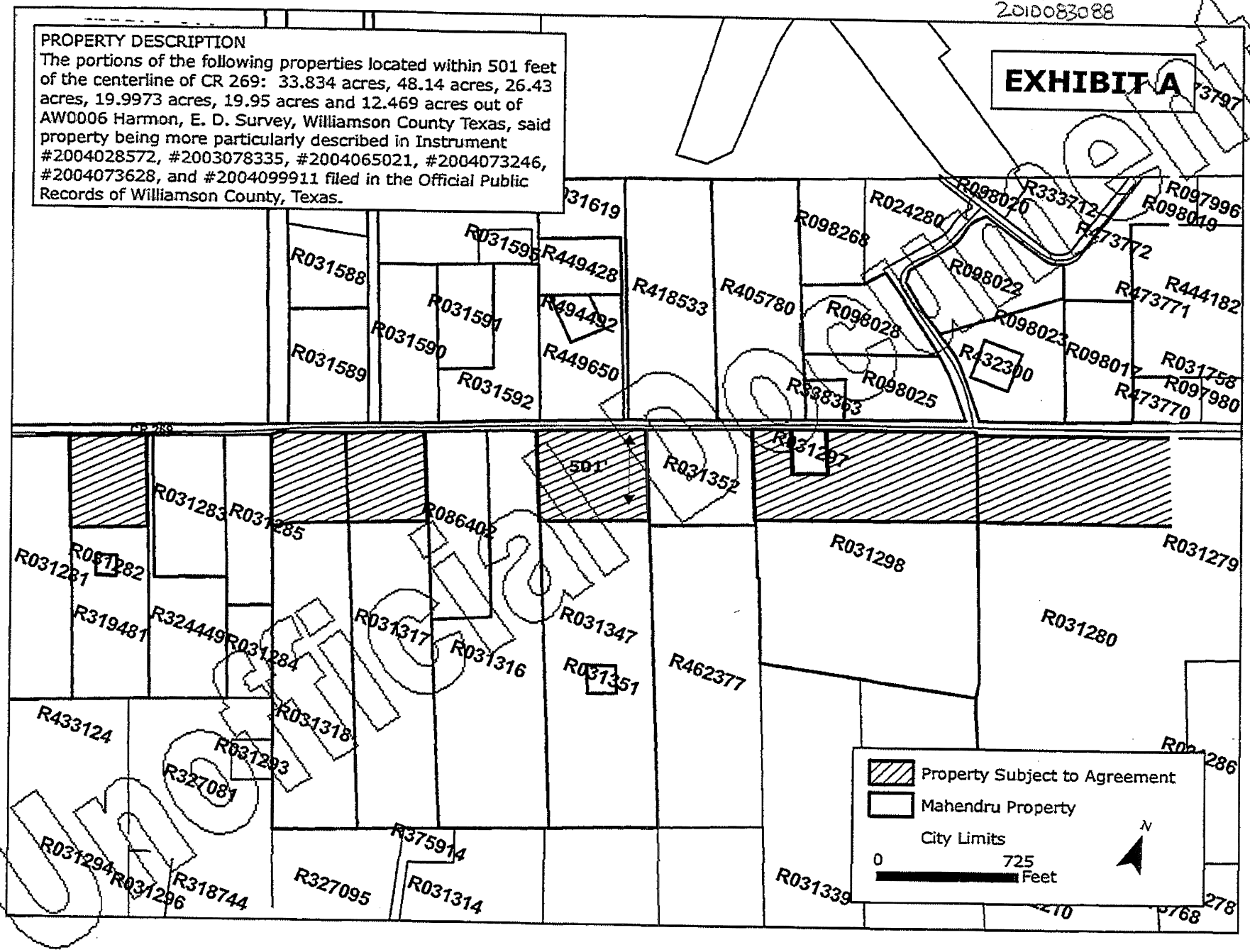


Unofficial Document

2010083088

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following properties located within 501 feet of the centerline of CR 269: 33.834 acres, 48.14 acres, 26.43 acres, 19.9973 acres, 19.95 acres and 12.469 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #2004028572, #2003078335, #2004065021, #2004073246, #2004073628, and #2004099911 filed in the Official Public Records of Williamson County, Texas.



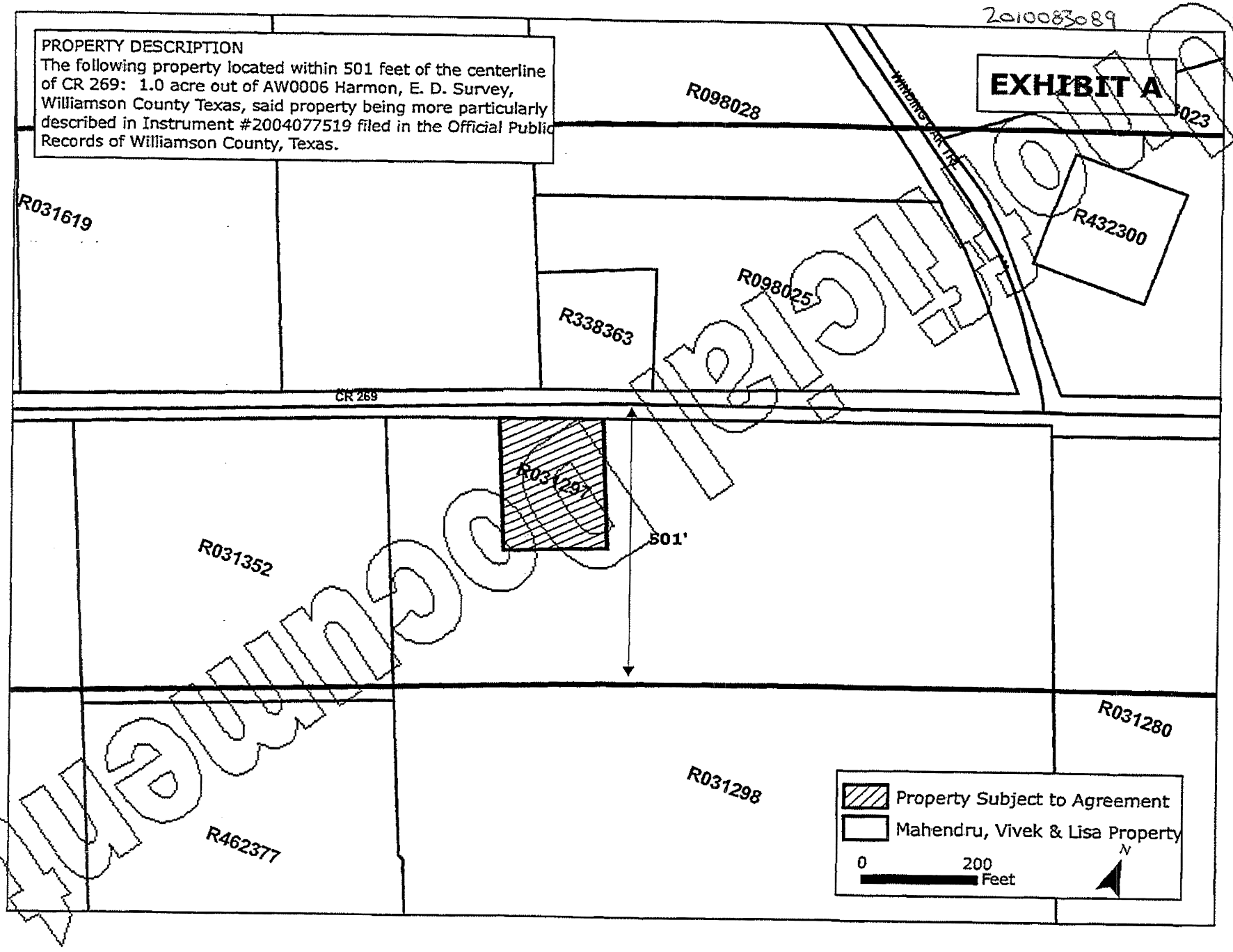
Property Subject to Agreement
Mahendru Property
City Limits
0 725 Feet
N

Unofficial Document

2010083089

EXHIBIT A

PROPERTY DESCRIPTION
The following property located within 501 feet of the centerline of CR 269: 1.0 acre out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #2004077519 filed in the Official Public Records of Williamson County, Texas.



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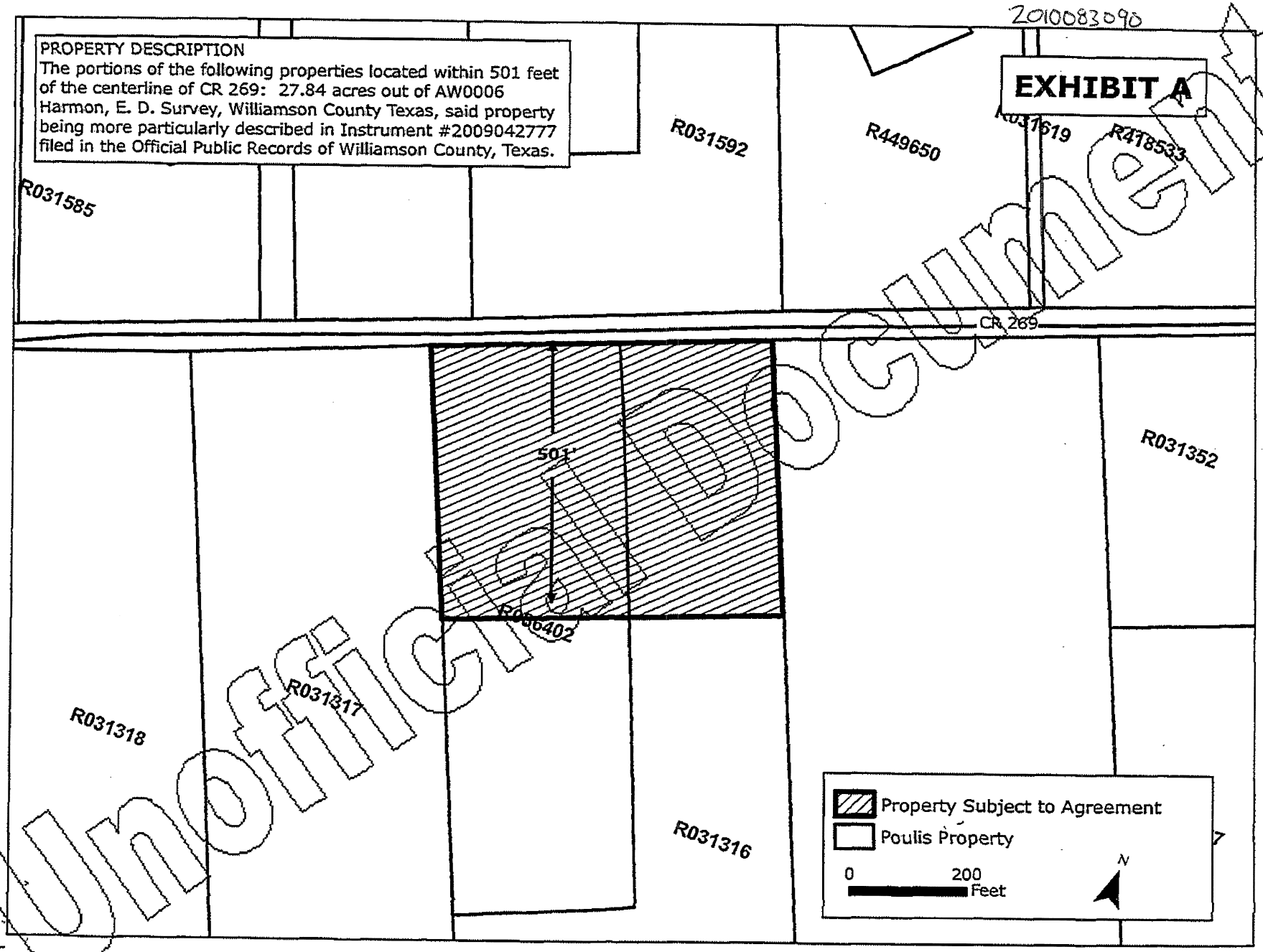
2010083090

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following properties located within 501 feet of the centerline of CR 269: 27.84 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #2009042777 filed in the Official Public Records of Williamson County, Texas.

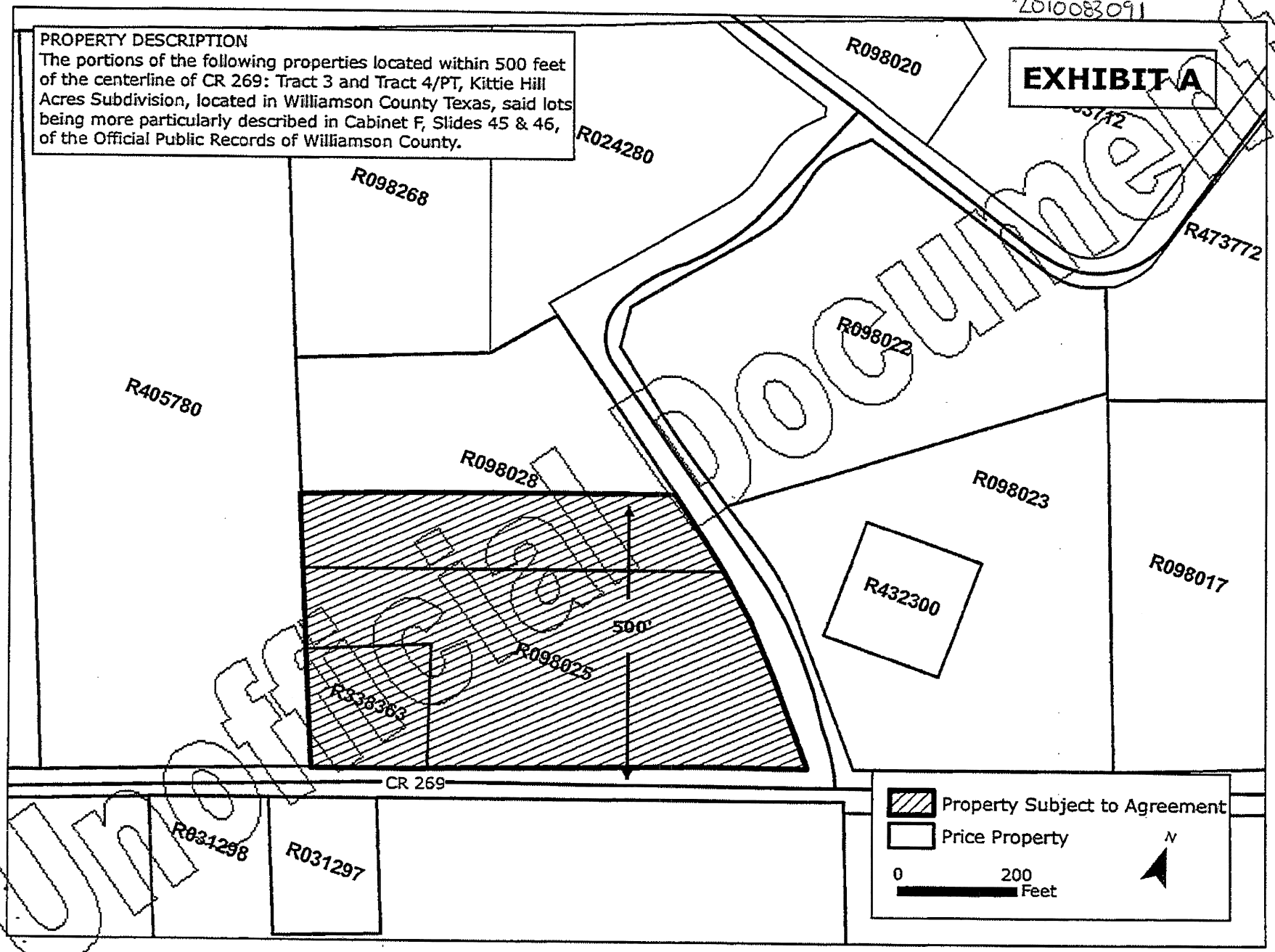


Unofficial Document

201008091

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following properties located within 500 feet of the centerline of CR 269: Tract 3 and Tract 4/PT, Kittie Hill Acres Subdivision, located in Williamson County Texas, said lots being more particularly described in Cabinet F, Slides 45 & 46, of the Official Public Records of Williamson County.

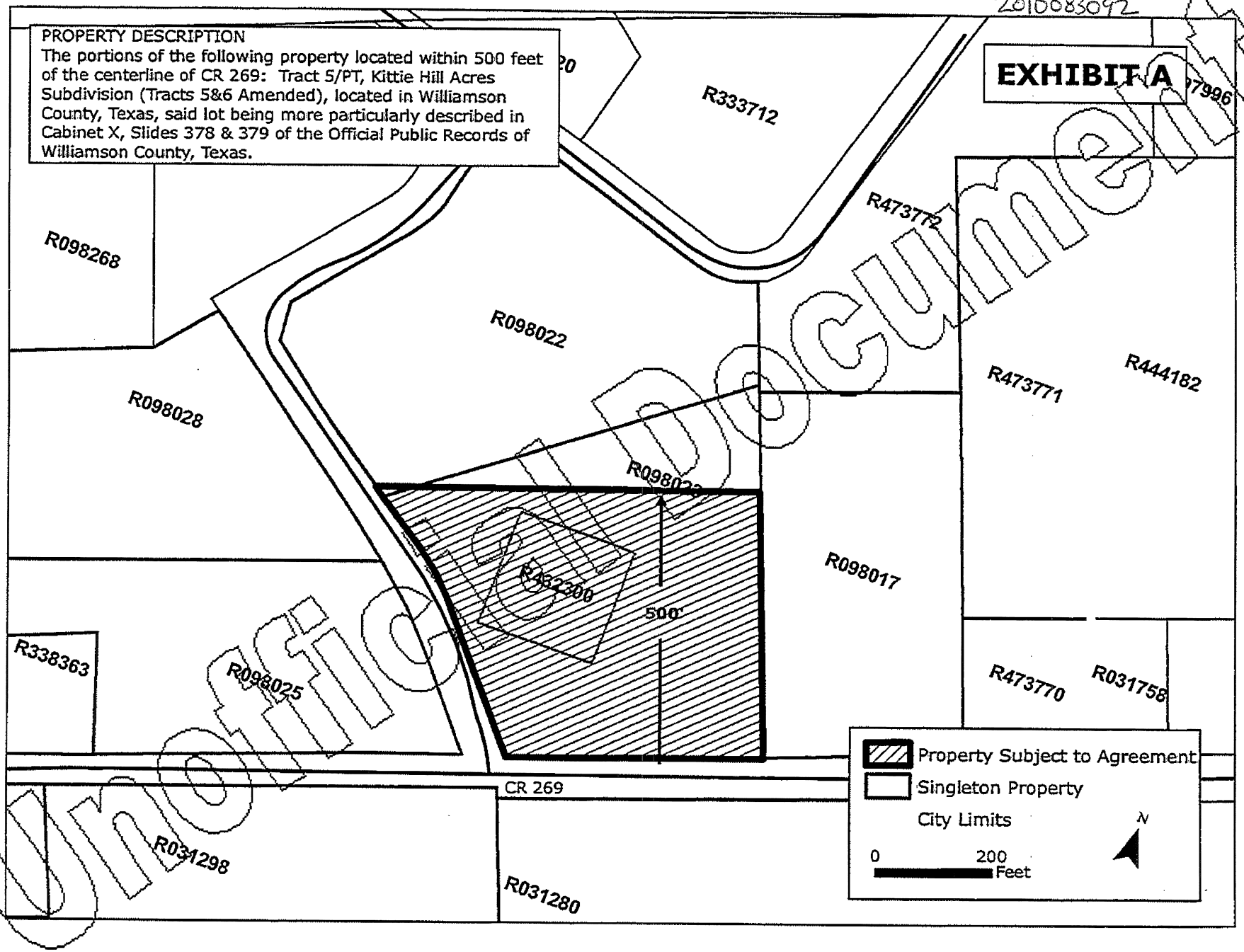


Unofficial Document

2010083092

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: Tract 5/PT, Kittie Hill Acres Subdivision (Tracts 5&6 Amended), located in Williamson County, Texas, said lot being more particularly described in Cabinet X, Slides 378 & 379 of the Official Public Records of Williamson County, Texas.

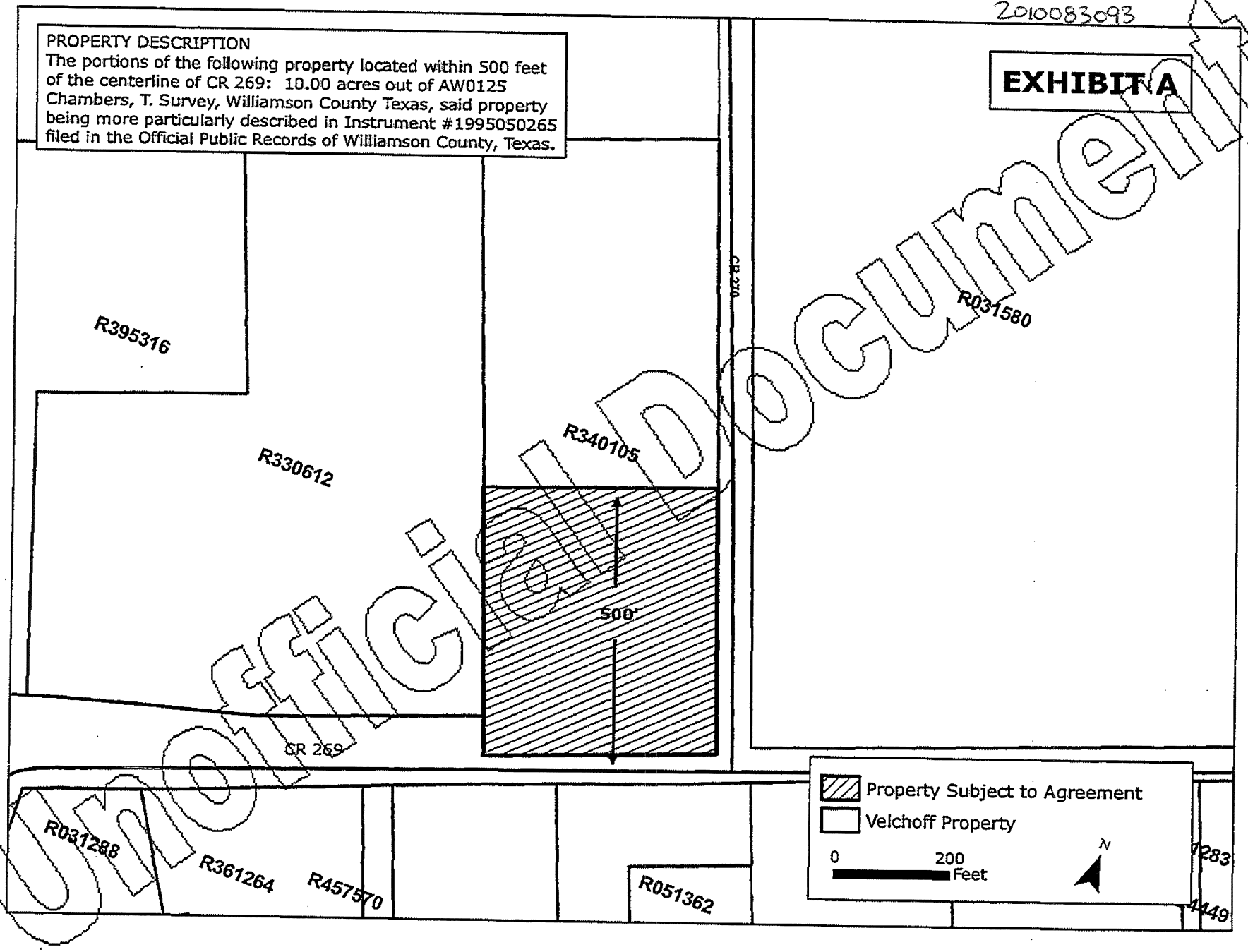


Unofficial Document

2010083093

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 10.00 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #1995050265 filed in the Official Public Records of Williamson County, Texas.

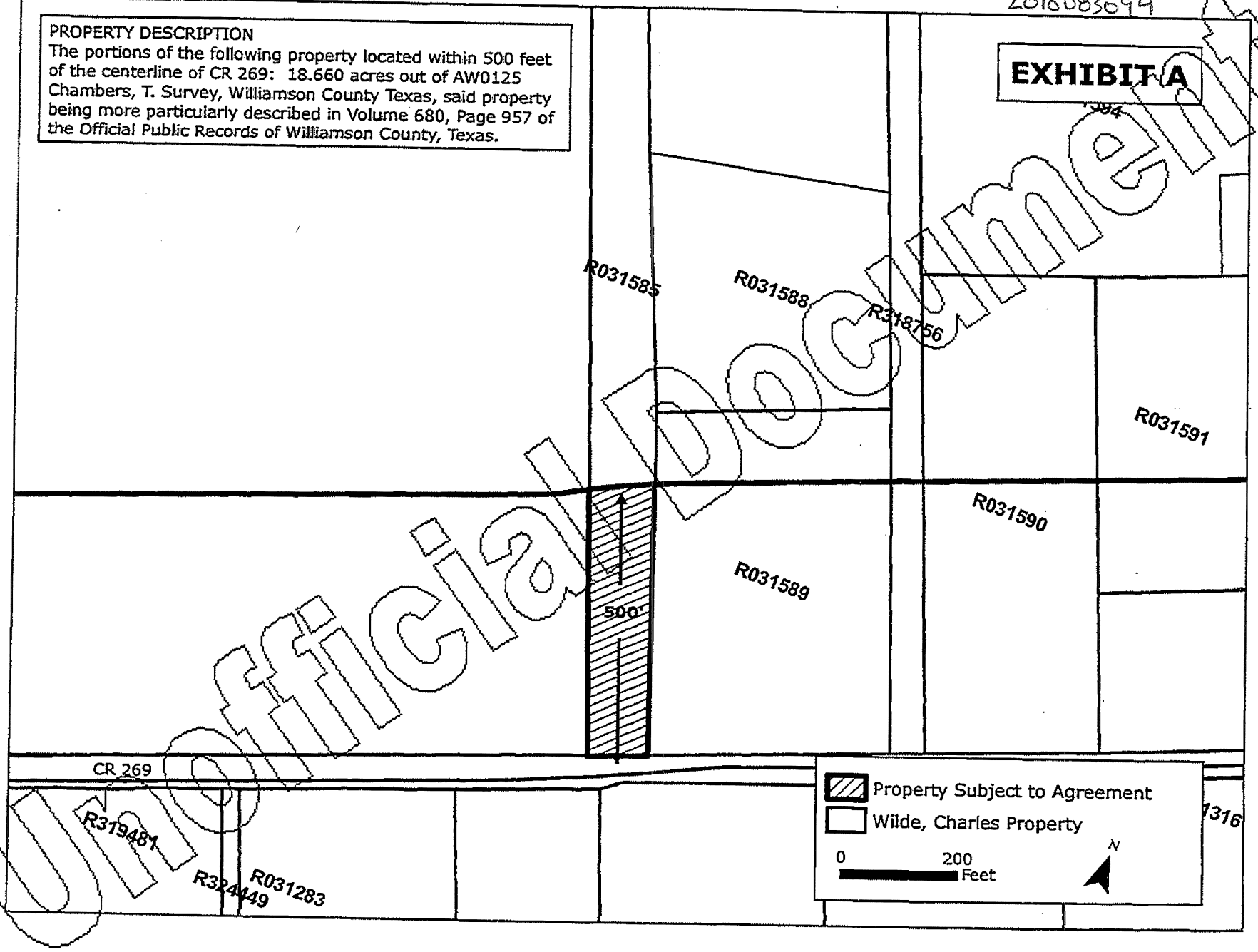


Unofficial Document

2010083094

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 18.660 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Volume 680, Page 957 of the Official Public Records of Williamson County, Texas.

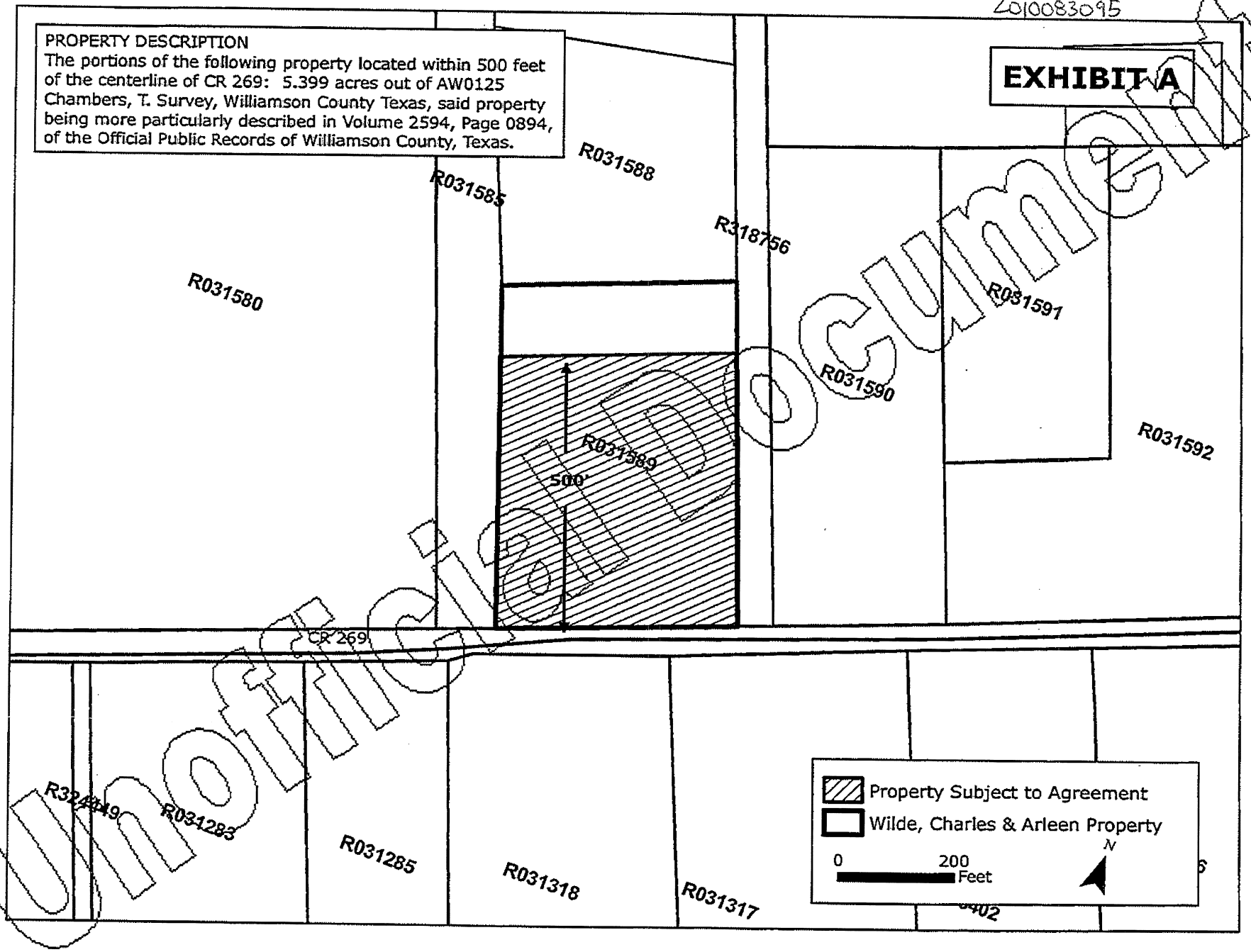


Unofficial Document

2010083095

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 5.399 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Volume 2594, Page 0894, of the Official Public Records of Williamson County, Texas.

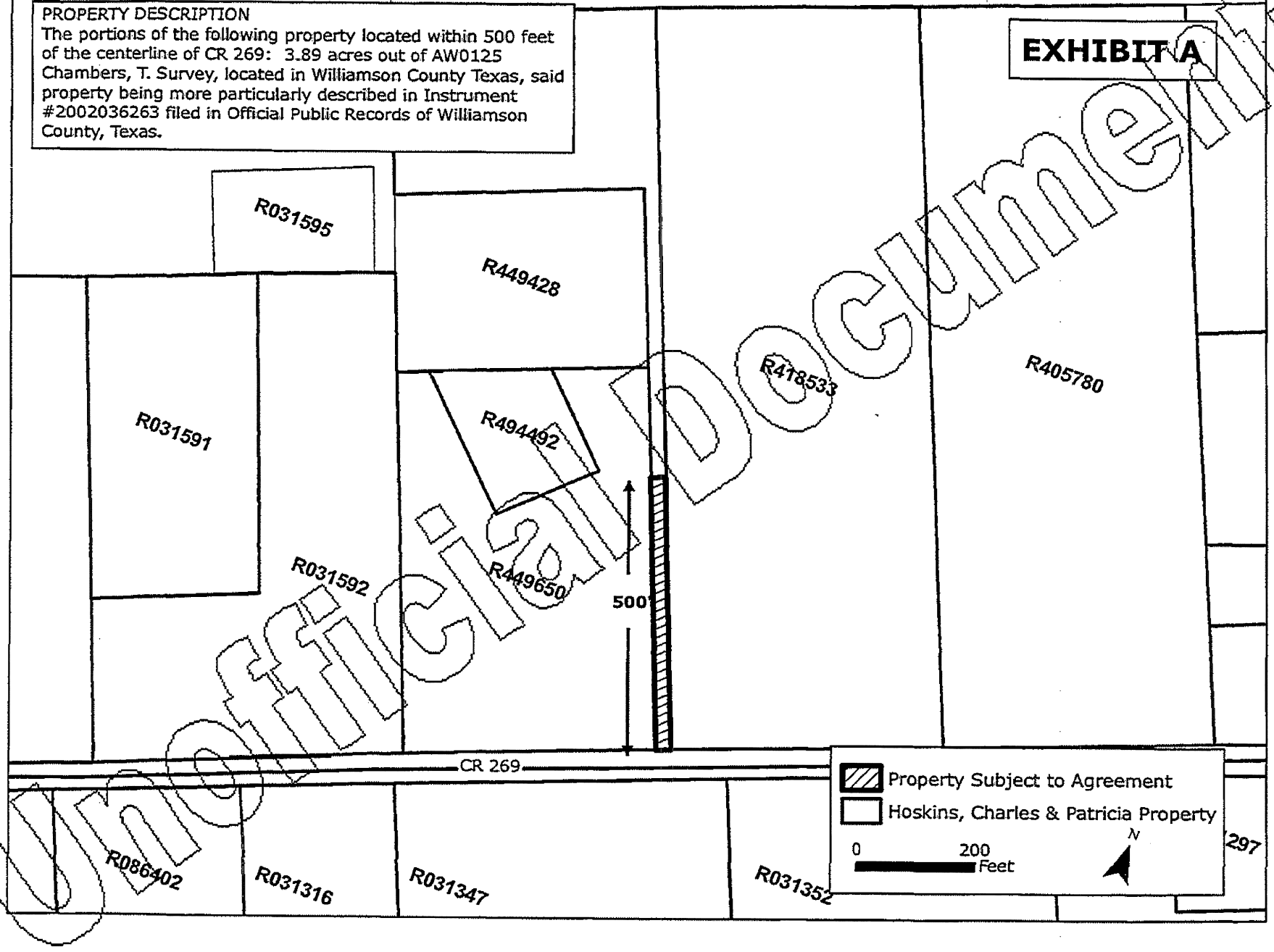


Unofficial Document

2010083096

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 3.89 acres out of AW0125 Chambers, T. Survey, located in Williamson County Texas, said property being more particularly described in Instrument #2002036263 filed in Official Public Records of Williamson County, Texas.



Unofficial Document

Exhibit "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

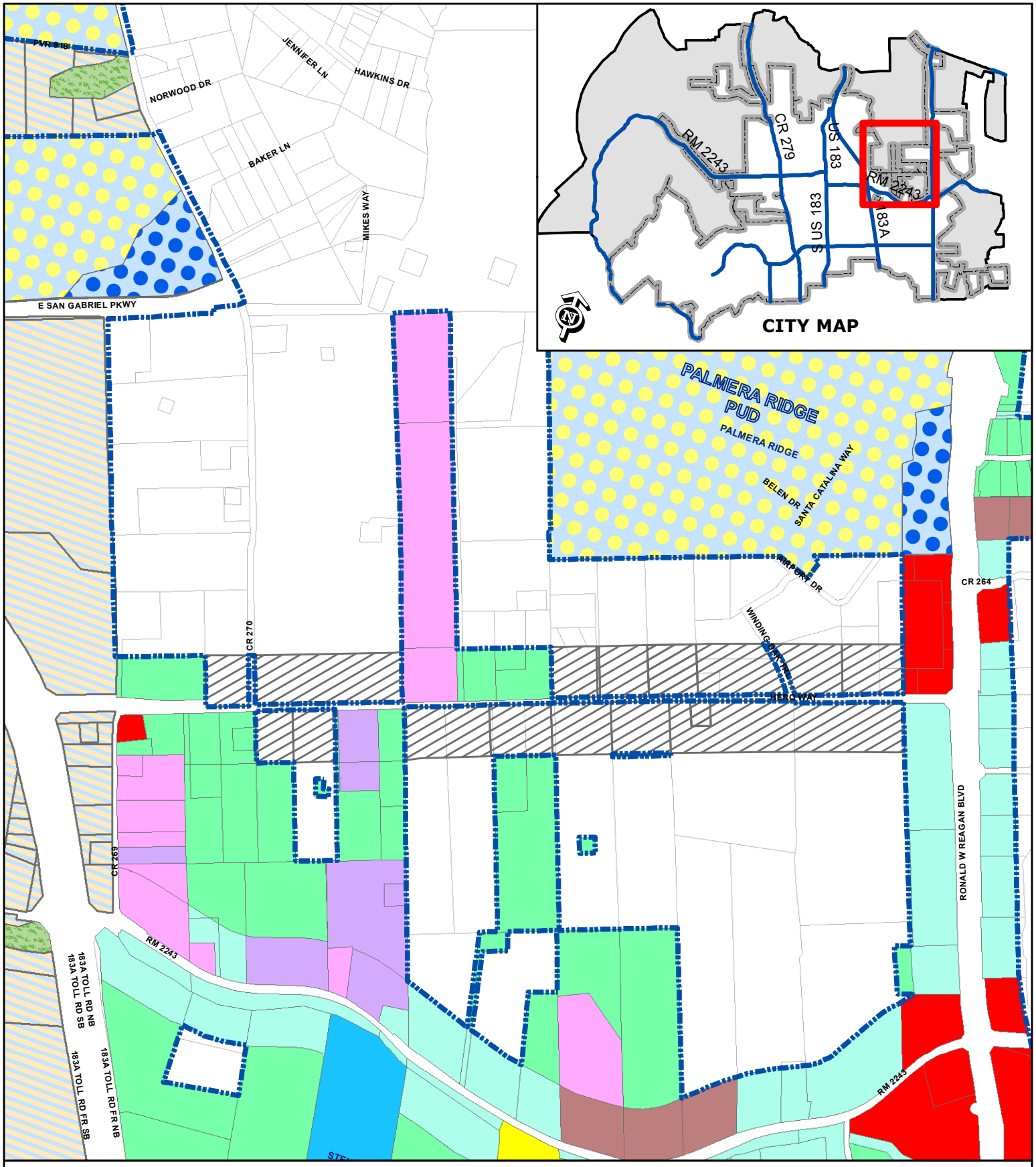
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

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

SCHEDULE FOR VOLUNTARY ANNEXATION
TOUNGATE / PALMERA BLUFF +/- 220.30 Acres, VALLEY VISTA AND CR 269

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 15, 2015	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **December 3, 2015 and December 17 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 November 2, 2015	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
November 18, 2015** Publish notice of First Public Hearing and send school district notice **December 2, 2015**** Publish notice of Second Public Hearing	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
December 3, 2015*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
December 17, 2015*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **January 7, 2016***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
January 21, 2016; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

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



CR 269 Annexation

Attachment #3

Location Exhibit

N

City Limits

Subject Property

Extra-Territorial Jurisdiction

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

0 200

Feet

RESOLUTION NO. 15-020-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, INITIATING THE VOLUNTARY ANNEXATION OF TRACTS OF LAND LOCATED ALONG AND ABUTTING HERO WAY (FORMERLY COUNTY ROAD 269) IN WILLIAMSON COUNTY, TEXAS PURSUANT TO THE TERMS AND EXPIRATION OF DEVELOPMENT AGREEMENTS UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain properties located within Williamson County, Texas, have petitioned the City of Leander, Texas, (herein the "City"), a home-rule City, for annexation of said properties, more particularly described herein (the "subject properties"), into the City limits pursuant to the terms of sixteen separate Development Agreements Under Section 43.035, Texas Local Government Code (the "Development Agreements");

WHEREAS, the subject properties are contiguous and adjacent to the corporate limits of the City and the owners have made application for voluntary annexation of the subject properties pursuant to Section 3(a)(5) and 3(b) of the Development Agreements which authorizes the annexation of the subject properties at the City Council's discretion upon the expiration of the Development Agreements;

WHEREAS, the five year term of the Development Agreements expires on or about October 21, 2015;

WHEREAS, after review and consideration of such petitions for annexation, the City Council finds that the subject properties are exempt from the City's annexation plan pursuant to § 43.052 (h)(2) of the *Local Government Code*; and,

WHEREAS, the petitioners have agreed and consented to the annexation of the subject properties 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. <u>Findings.</u> 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. <u>Proceedings</u>. The petitions for annexation of the following properties, 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 Petitioners and owners of the subject properties, are

hereby accepted:

> All those certain tracts or parcels of land located along and abutting County Road 269 in Williamson County, Texas, being more particularly shown and described in the Development Agreements filed and recorded in the Official Public Records of Williamson County, Texas as Document Numbers: 2010083081, 2010083082, 2010083083, 2010083084, 2010083085, 2010083086, 2010083087, 2010083088, 2010083089, 2010083090, 2010083091, 2010083092, 2010083093, 2010083094, 2010083095, 2010083096 and being shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of December 3, 2015 and December 17, 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 15th day of October, 2015.

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

Exhibit "A"

PROPERTY DESCRIPTIONS

Exhibit "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

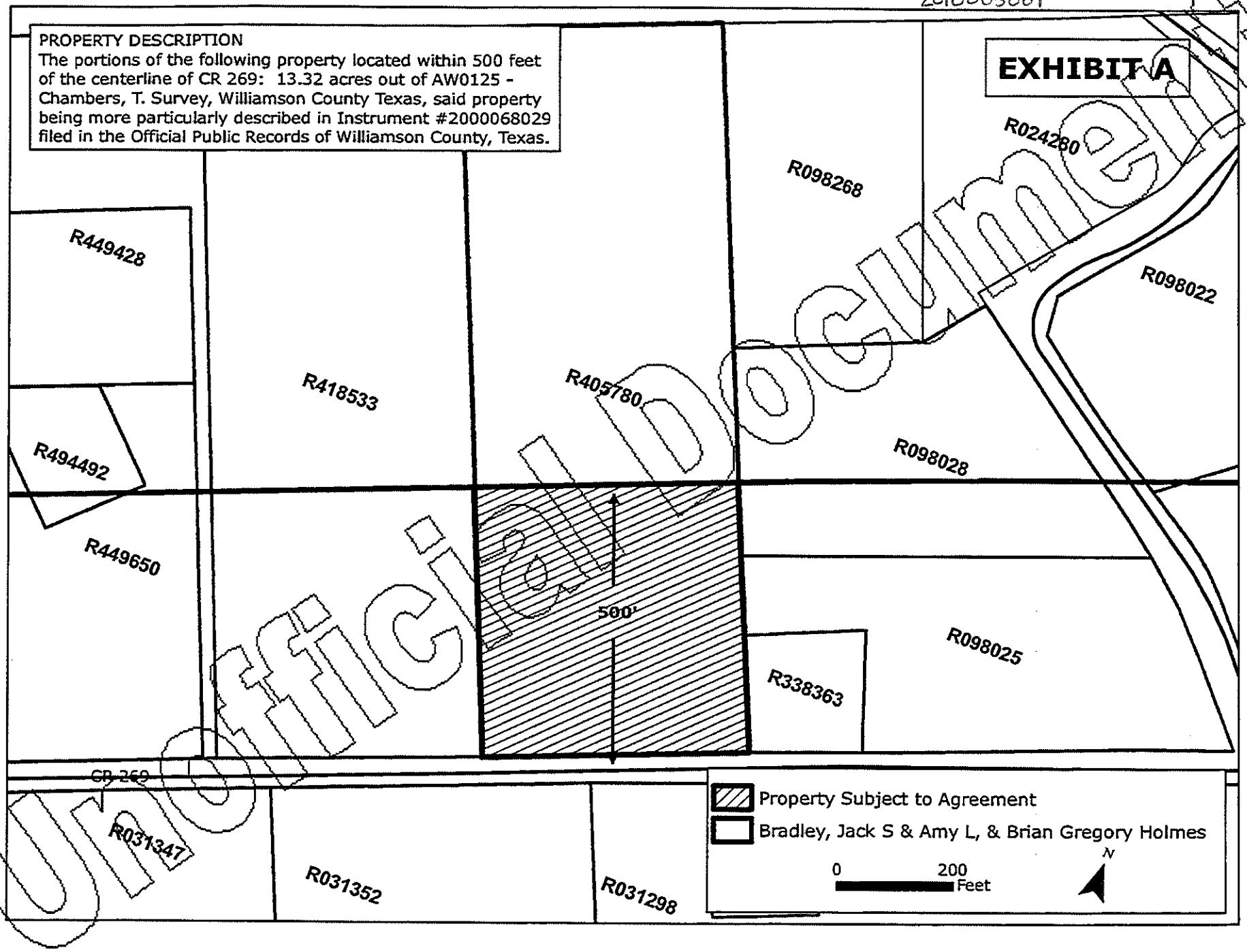
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

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

2010083081

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 13.32 acres out of AW0125 - Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #2000068029 filed in the Official Public Records of Williamson County, Texas.

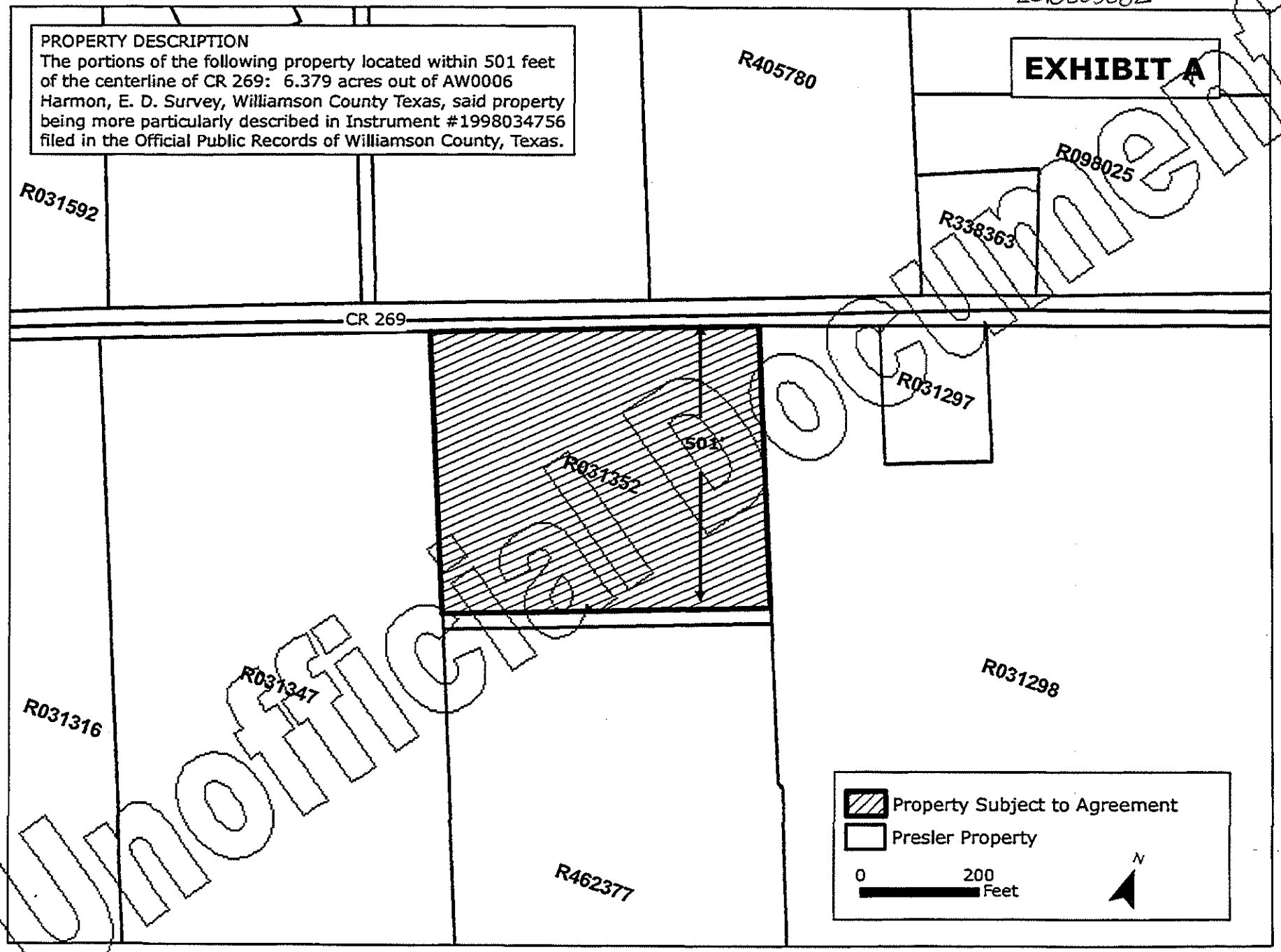


Unofficial Document

2010083082

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 501 feet of the centerline of CR 269: 6.379 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #1998034756 filed in the Official Public Records of Williamson County, Texas.

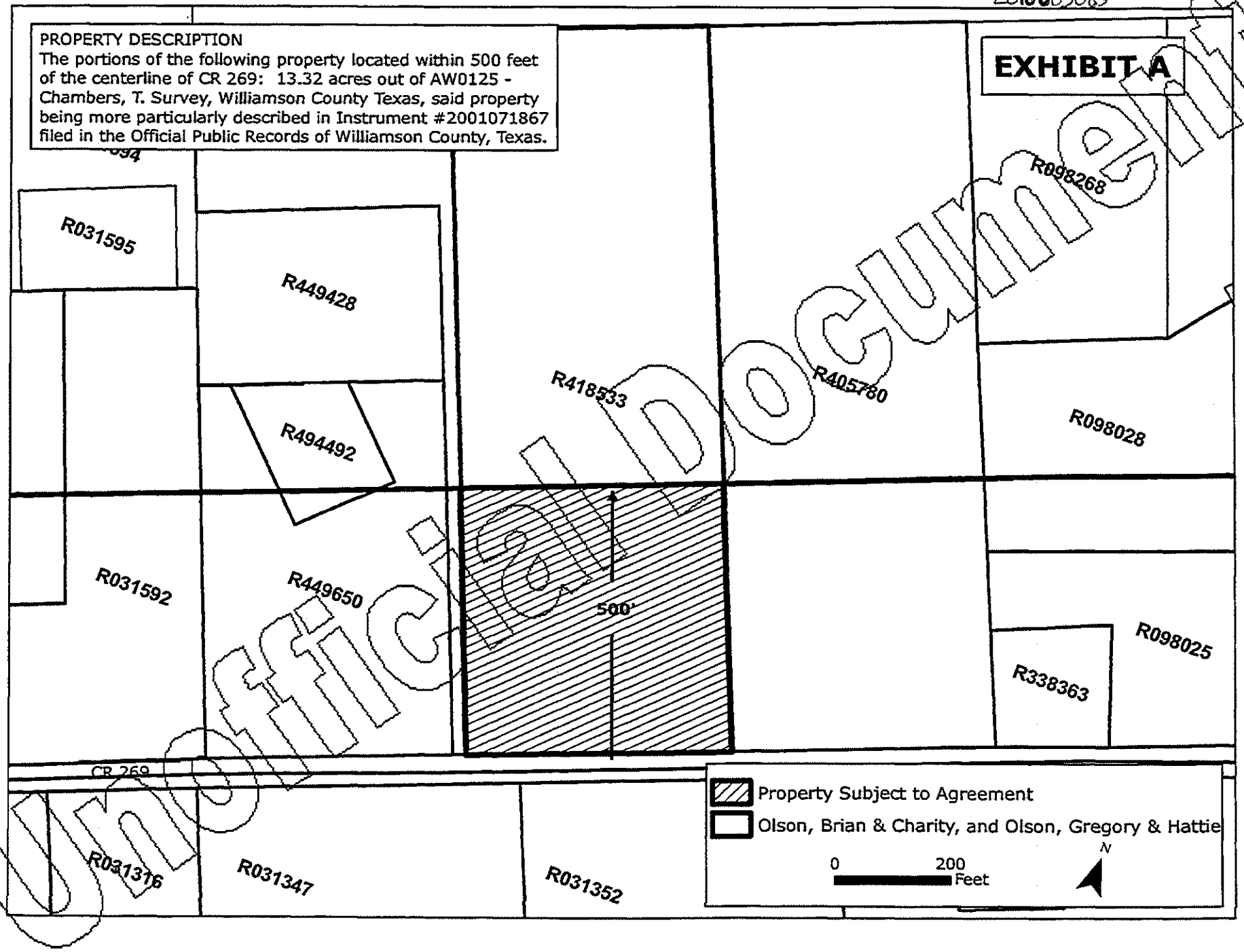


Unofficial Document

2010083083

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 13.32 acres out of AW0125 - Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #2001071867 filed in the Official Public Records of Williamson County, Texas.

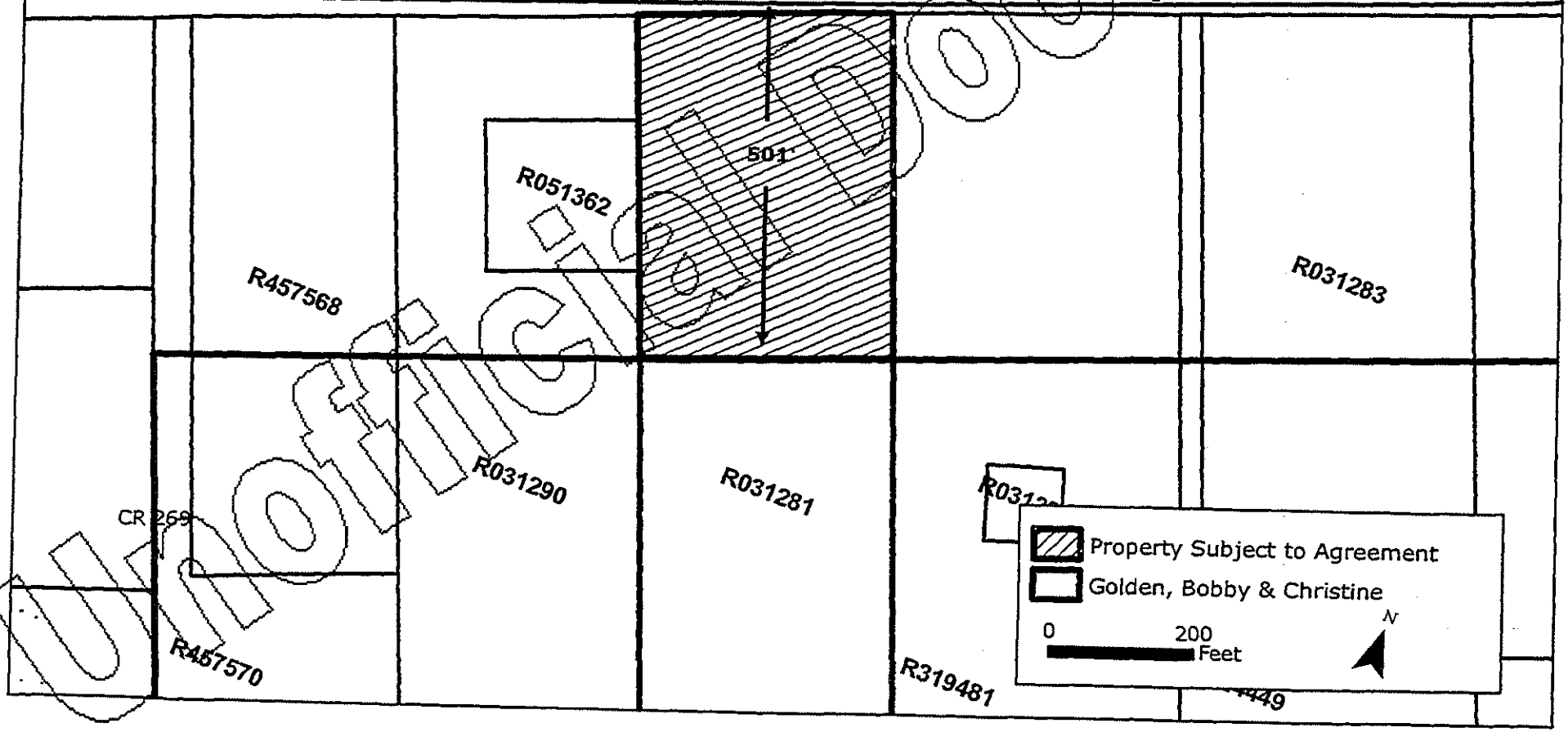


Unofficial Document

2010085084

PROPERTY DESCRIPTION
The portions of the following property located within 501 feet of the centerline of CR 269: 10.960 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #1991015547 filed in the Official Public Records of Williamson County, Texas.

EXHIBIT A

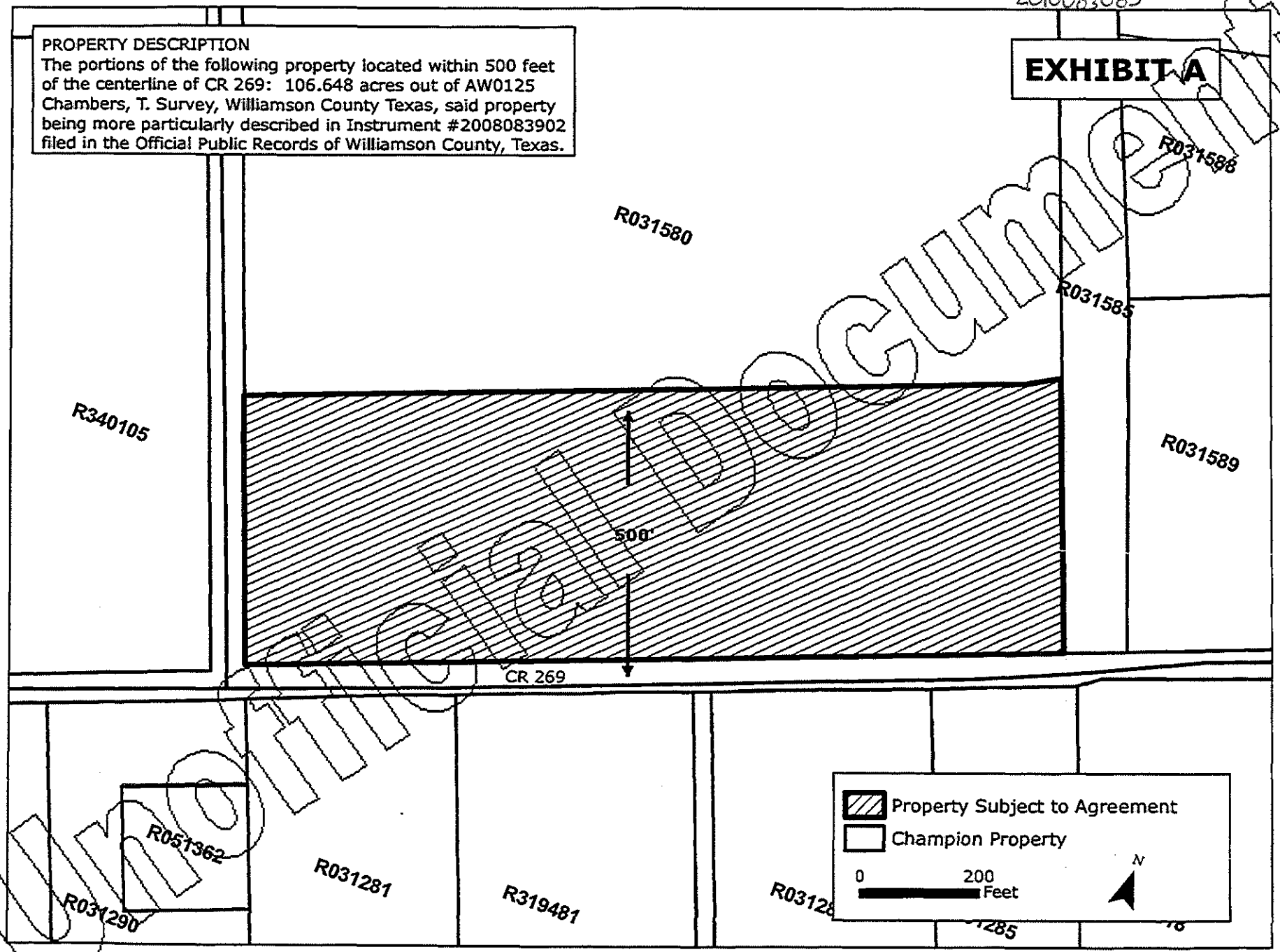


Unofficial Document

2010083085

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 106.648 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #2008083902 filed in the Official Public Records of Williamson County, Texas.

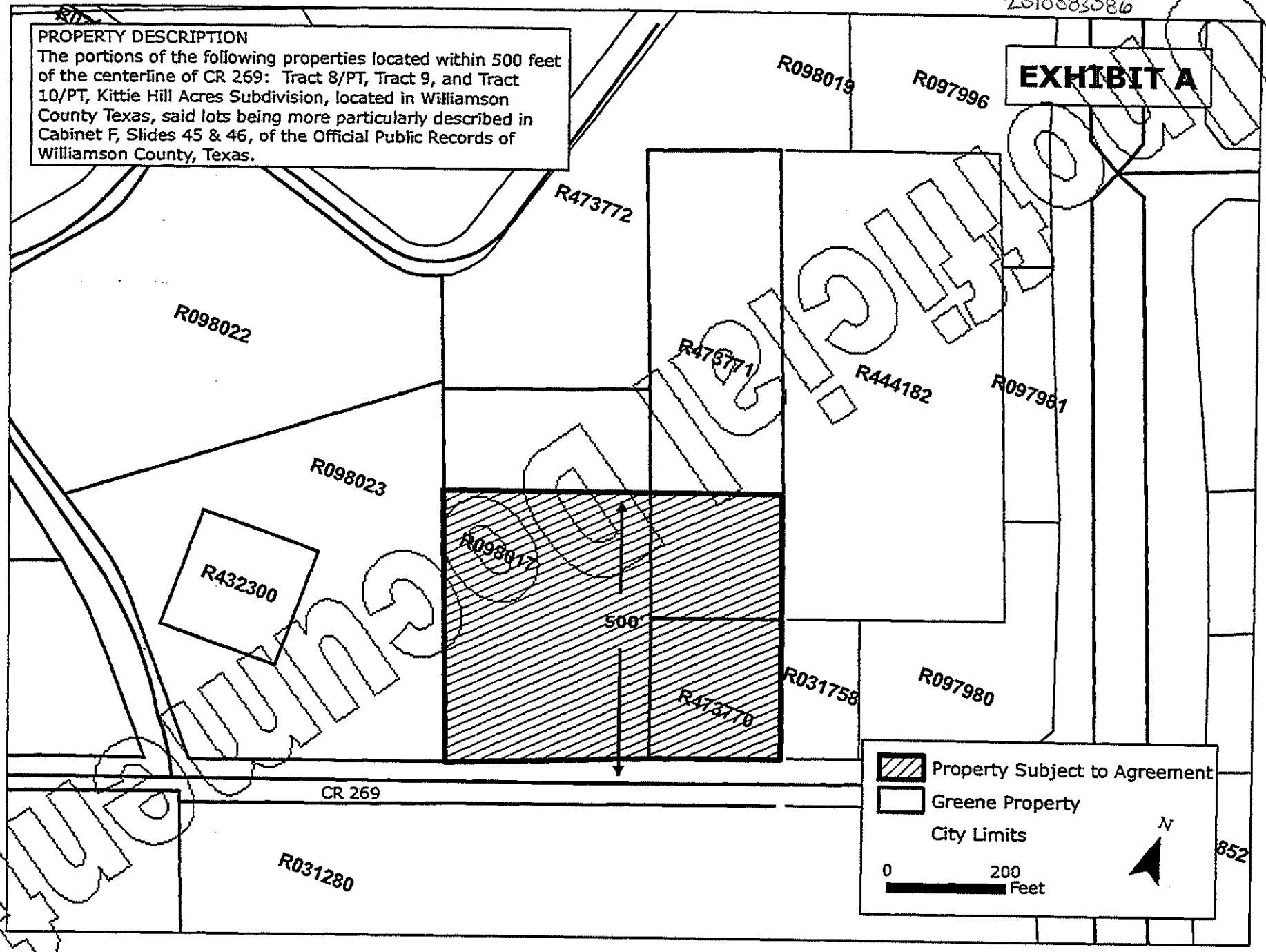


Unofficial Document

2010083086

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following properties located within 500 feet of the centerline of CR 269: Tract 8/PT, Tract 9, and Tract 10/PT, Kittie Hill Acres Subdivision, located in Williamson County Texas, said lots being more particularly described in Cabinet F, Slides 45 & 46, of the Official Public Records of Williamson County, Texas.

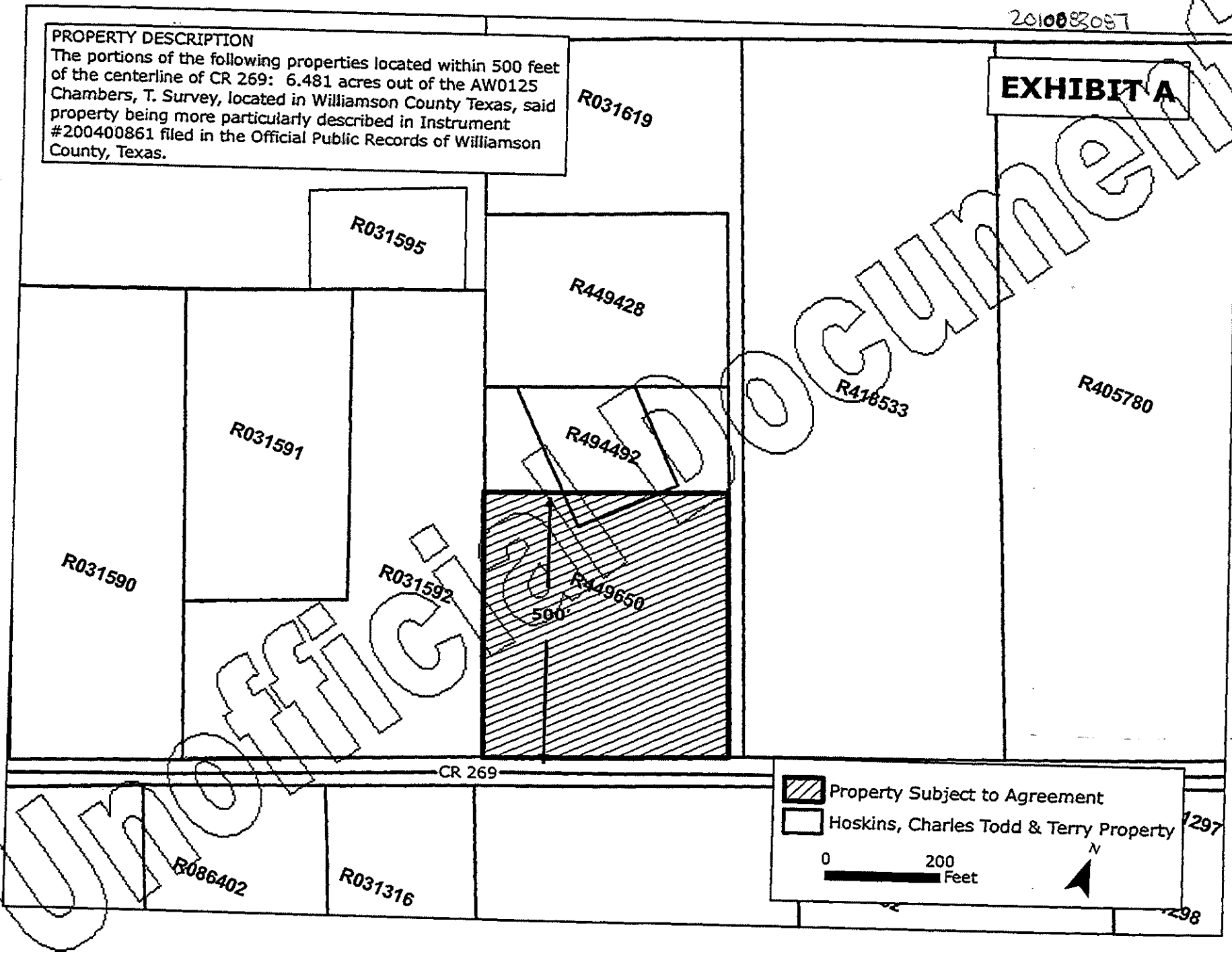


Williamson County

2010083087

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following properties located within 500 feet of the centerline of CR 269: 6.481 acres out of the AW0125 Chambers, T. Survey, located in Williamson County Texas, said property being more particularly described in Instrument #200400861 filed in the Official Public Records of Williamson County, Texas.

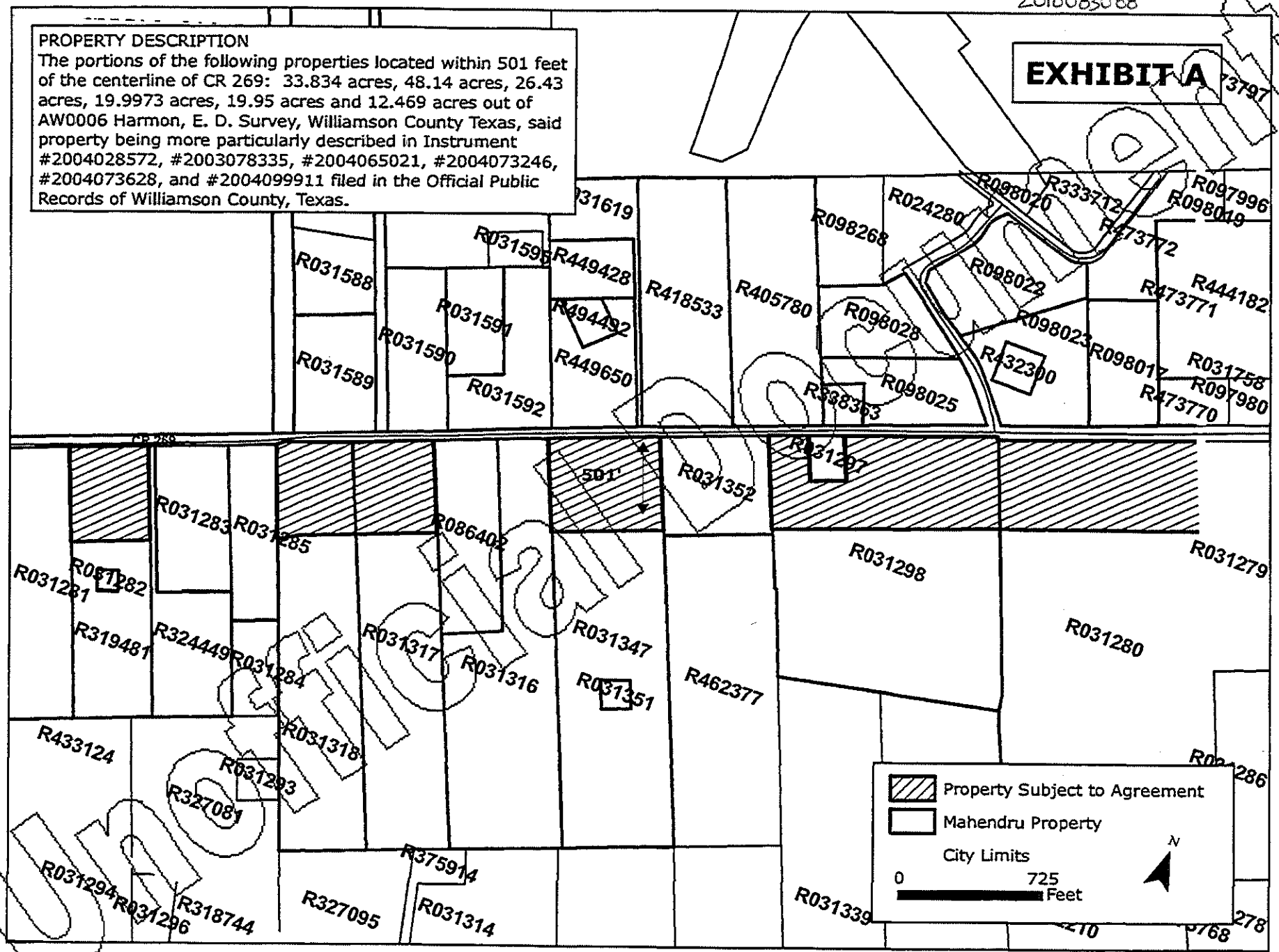


Unofficial Document

2010083088

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following properties located within 501 feet of the centerline of CR 269: 33.834 acres, 48.14 acres, 26.43 acres, 19.9973 acres, 19.95 acres and 12.469 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #2004028572, #2003078335, #2004065021, #2004073246, #2004073628, and #2004099911 filed in the Official Public Records of Williamson County, Texas.

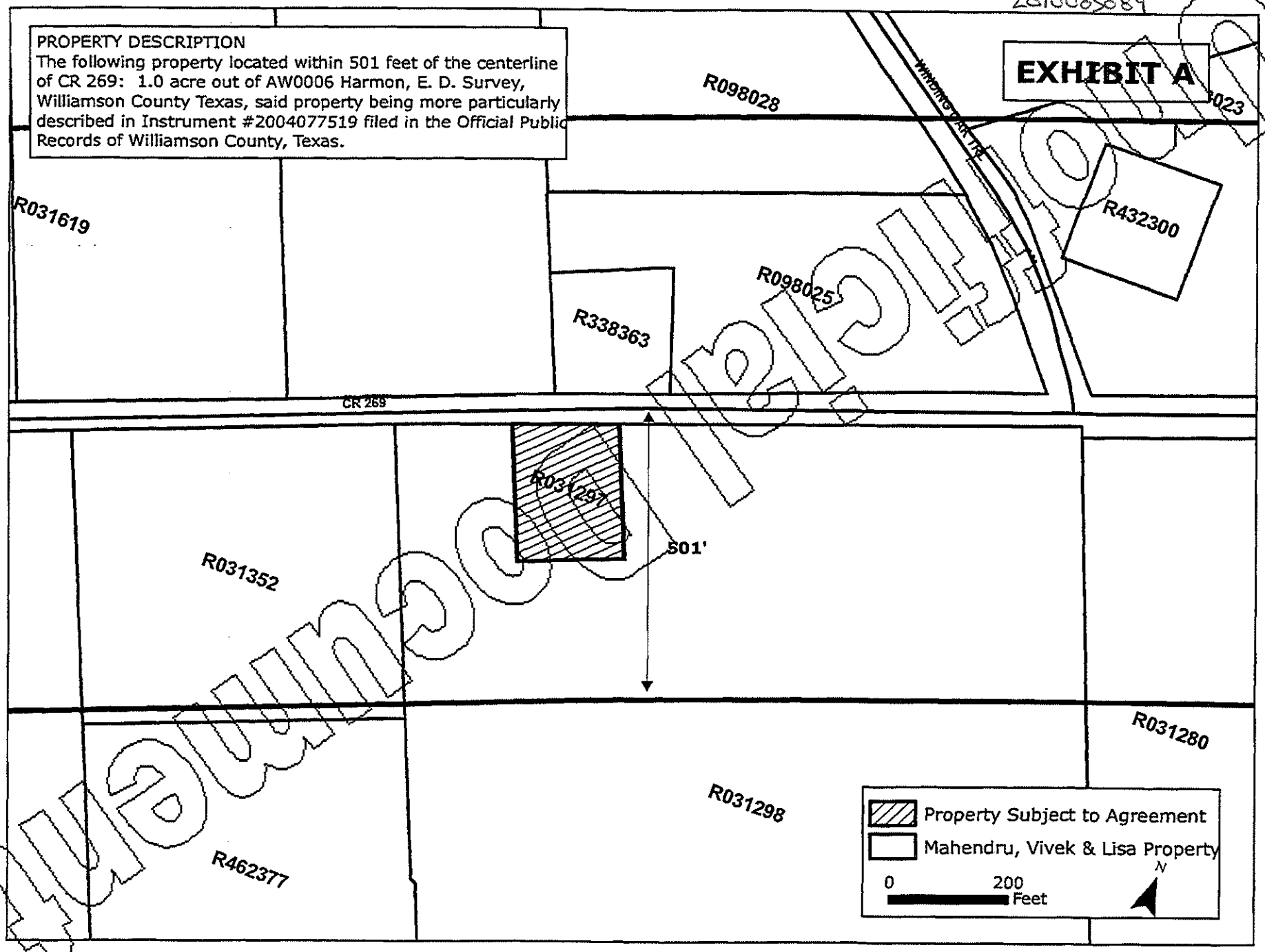


Unofficial Document

2010083089

EXHIBIT A

PROPERTY DESCRIPTION
The following property located within 501 feet of the centerline of CR 269: 1.0 acre out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #2004077519 filed in the Official Public Records of Williamson County, Texas.

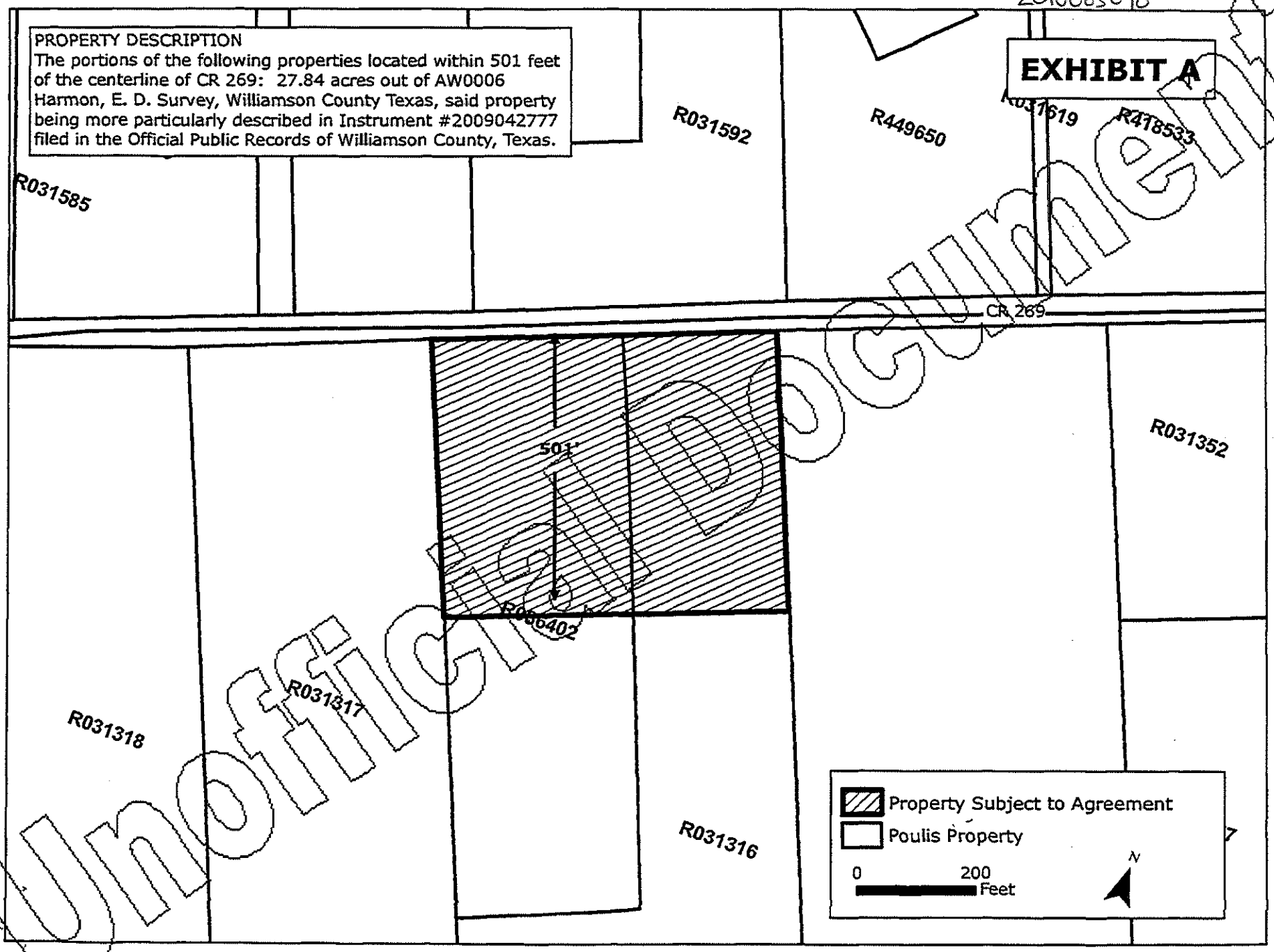


Unofficial Document

2010083090

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following properties located within 501 feet of the centerline of CR 269: 27.84 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #2009042777 filed in the Official Public Records of Williamson County, Texas.

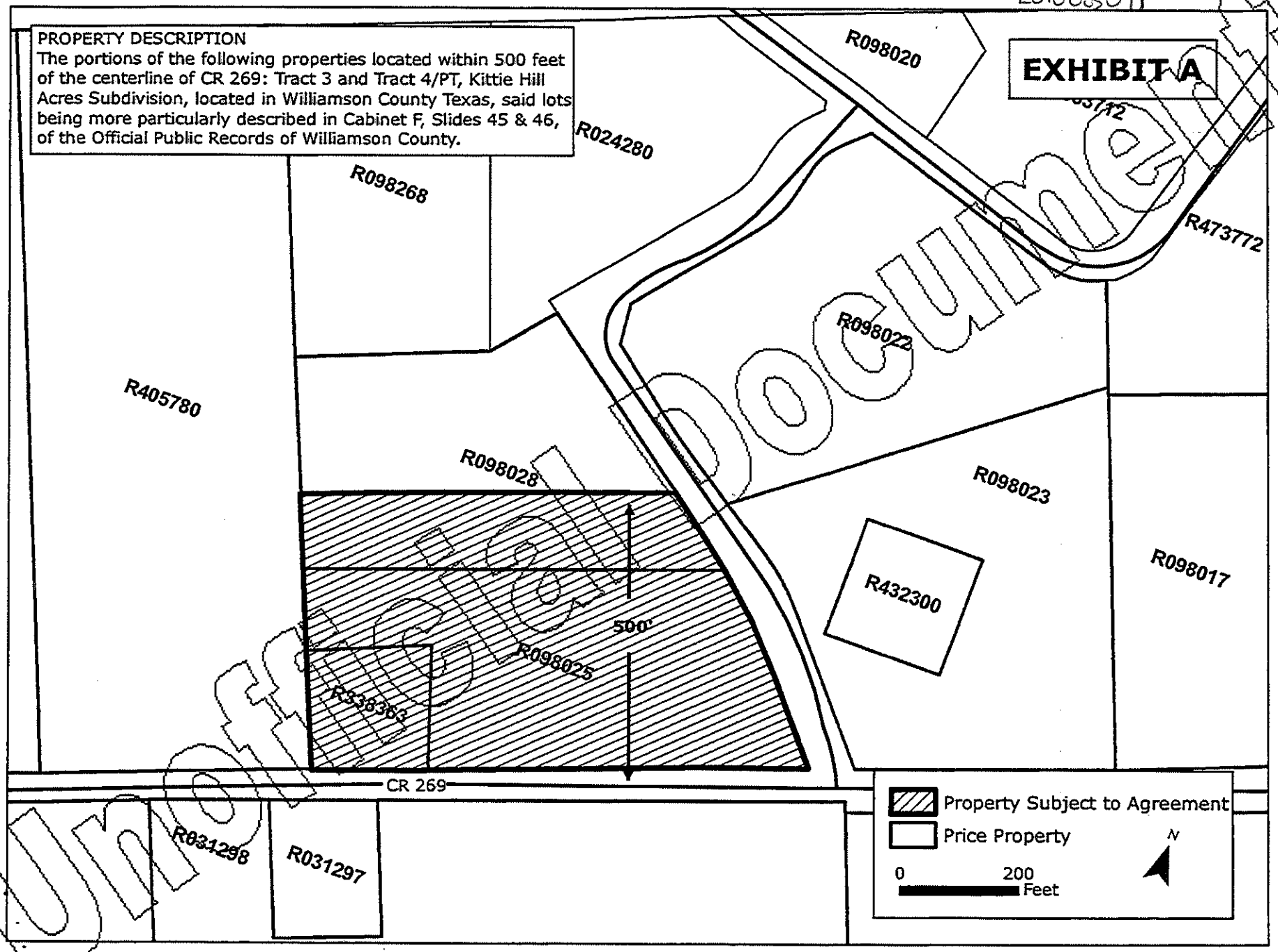


Unofficial Document

2010083091

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following properties located within 500 feet of the centerline of CR 269: Tract 3 and Tract 4/PT, Kittie Hill Acres Subdivision, located in Williamson County Texas, said lots being more particularly described in Cabinet F, Slides 45 & 46, of the Official Public Records of Williamson County.

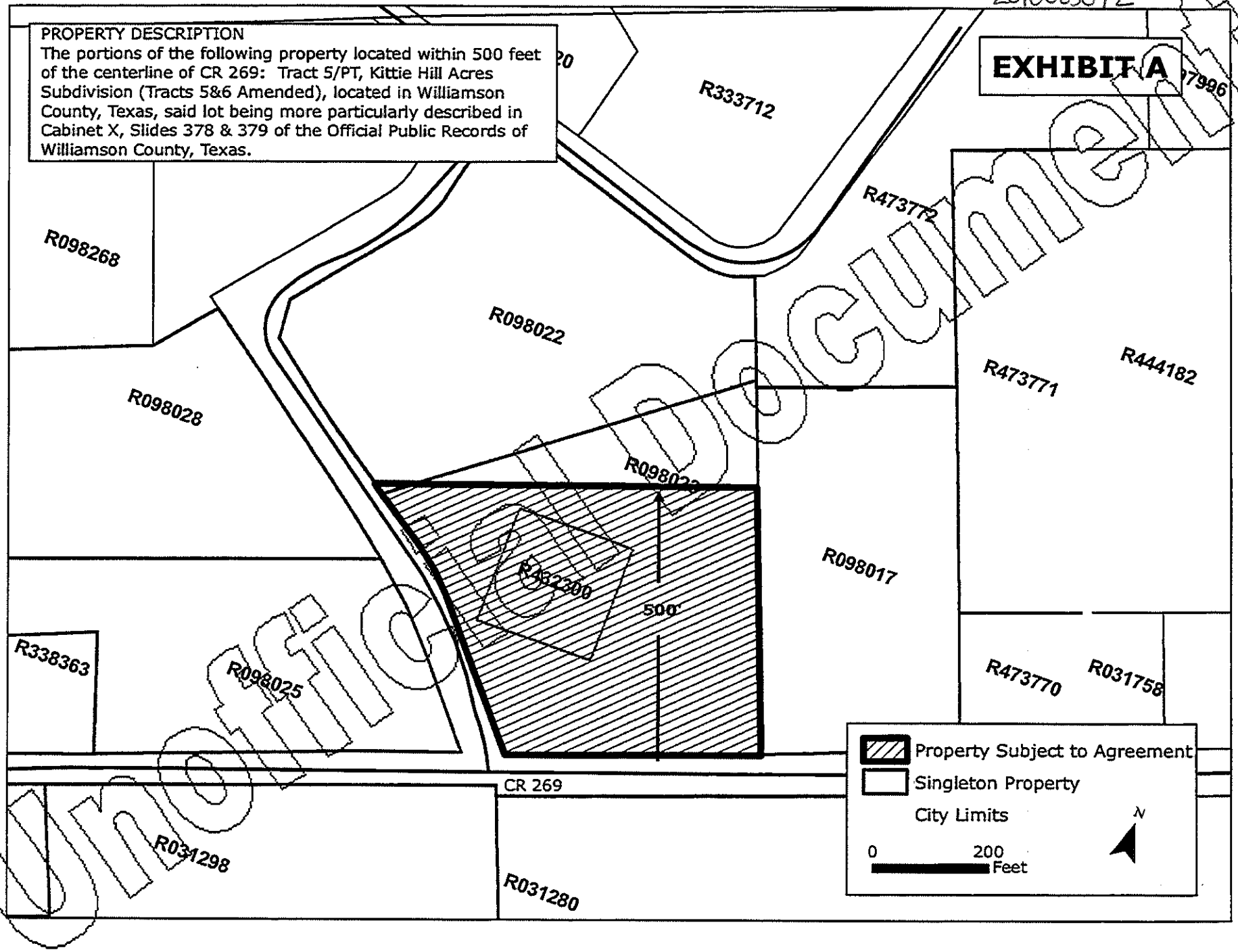


Unofficial Document

2010083092

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: Tract 5/PT, Kittie Hill Acres Subdivision (Tracts 5&6 Amended), located in Williamson County, Texas, said lot being more particularly described in Cabinet X, Slides 378 & 379 of the Official Public Records of Williamson County, Texas.

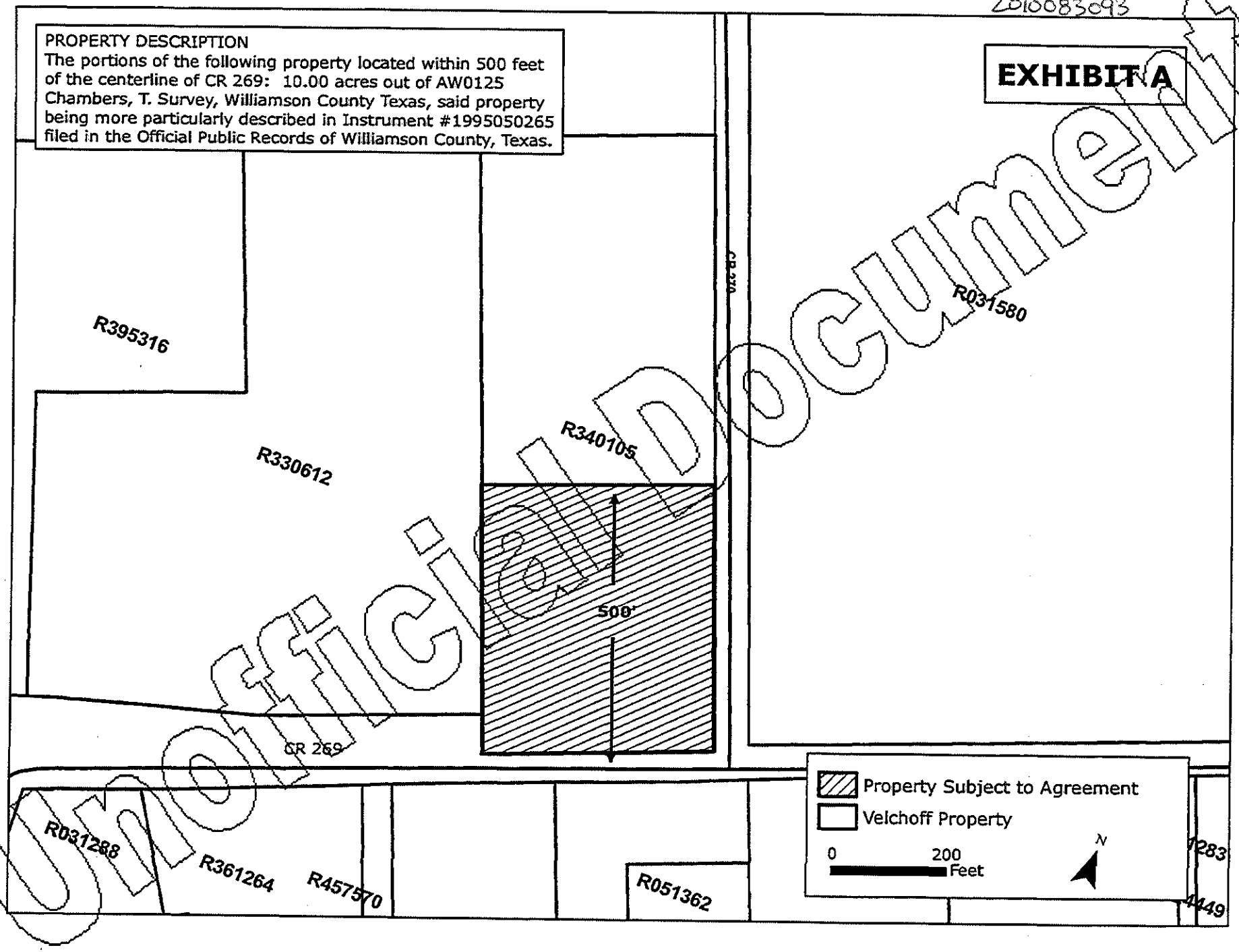


Unofficial Document

2010083093

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 10.00 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #1995050265 filed in the Official Public Records of Williamson County, Texas.

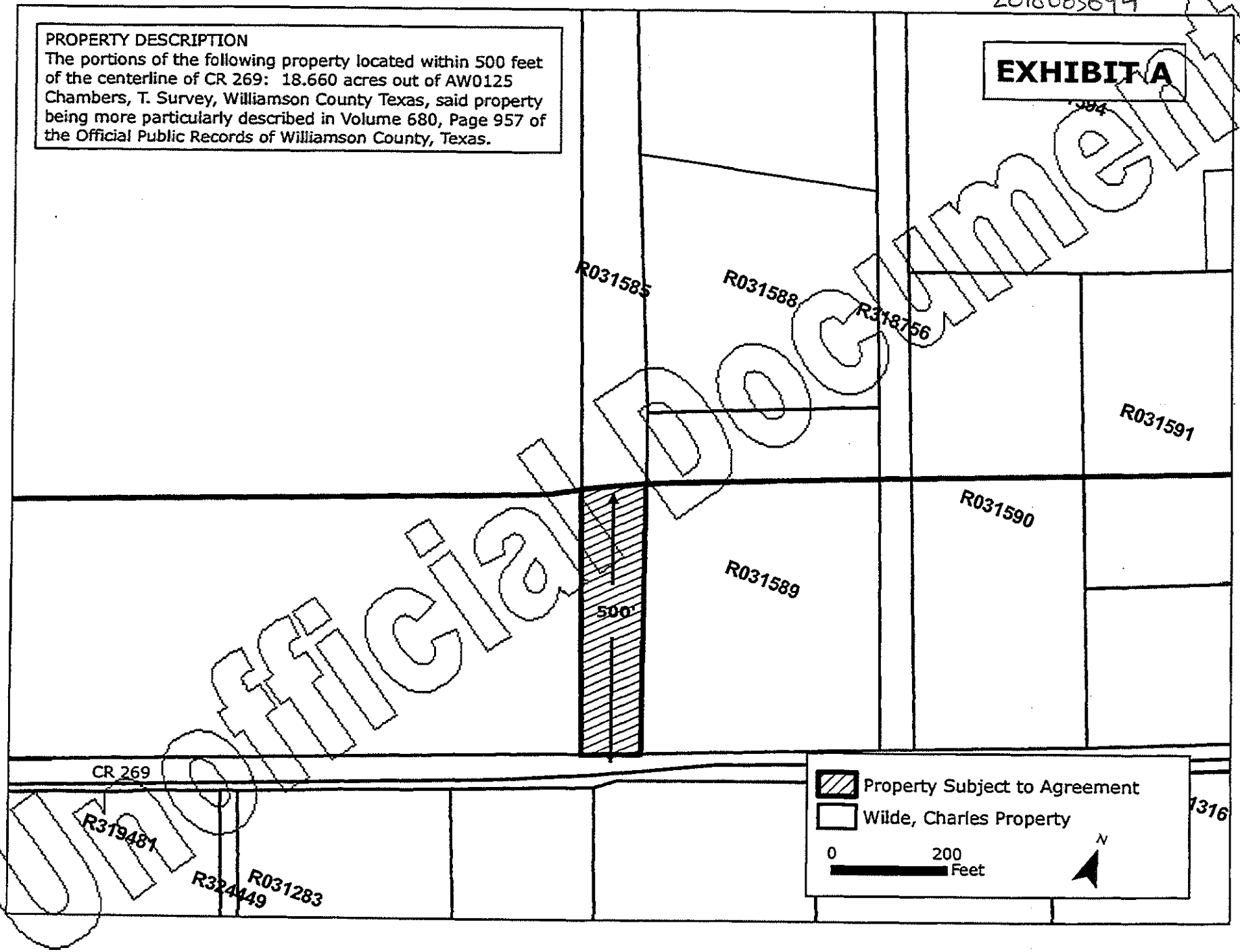


Unofficial Document

2010083094

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 18.660 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Volume 680, Page 957 of the Official Public Records of Williamson County, Texas.

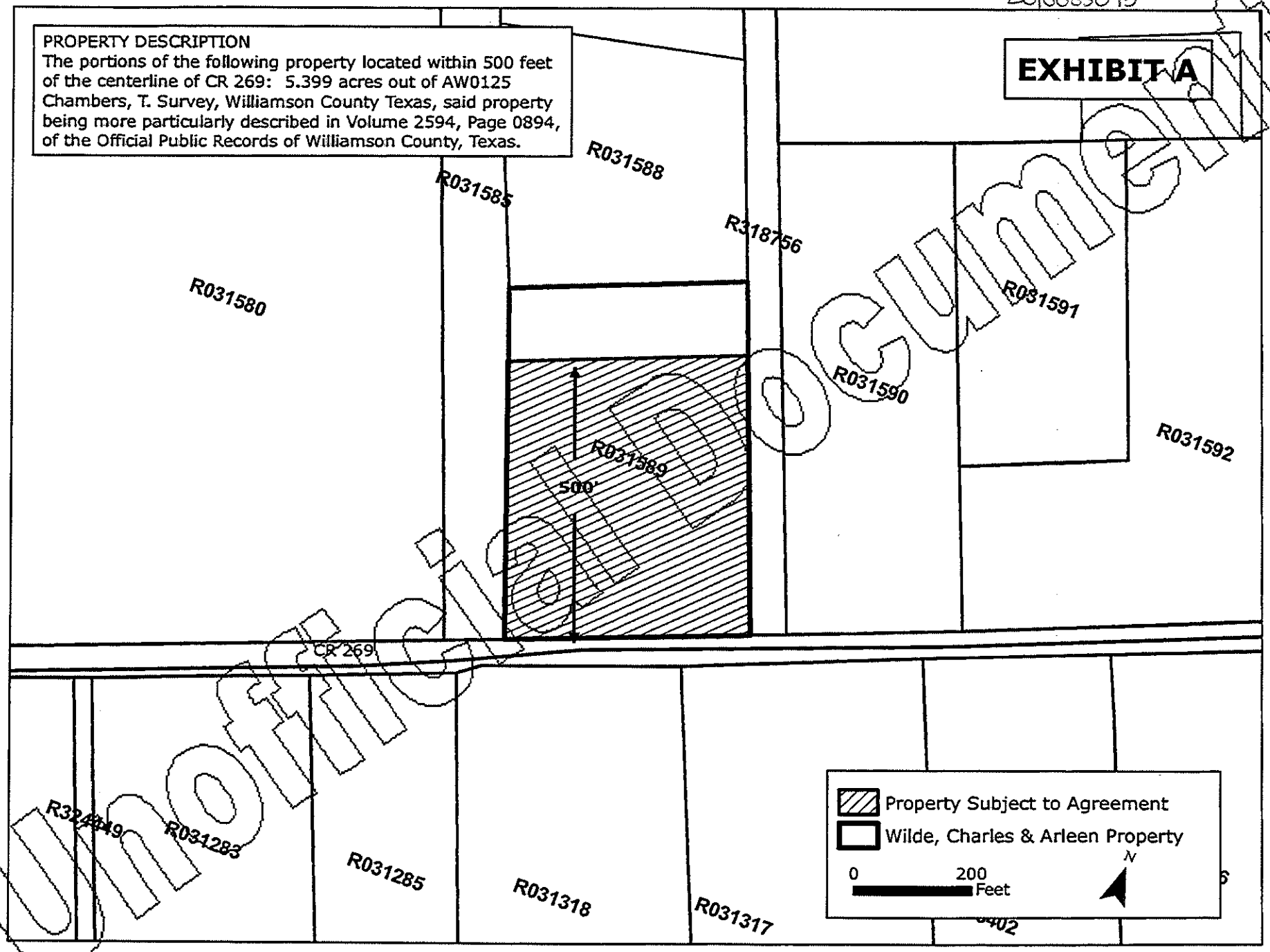


Unofficial Document

2010083095

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 5.399 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Volume 2594, Page 0894, of the Official Public Records of Williamson County, Texas.

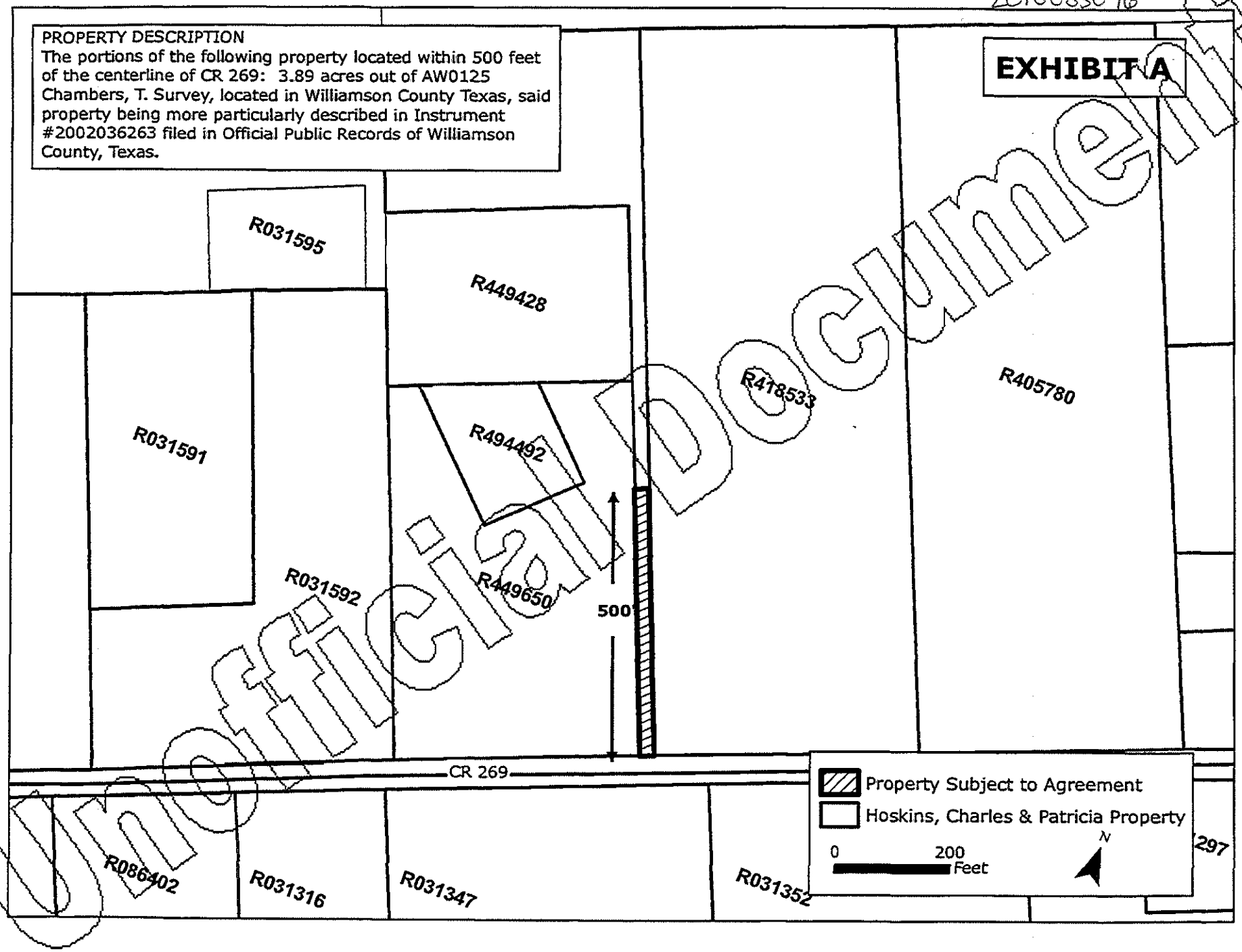


Unofficial Document

2010083096

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 3.89 acres out of AW0125 Chambers, T. Survey, located in Williamson County Texas, said property being more particularly described in Instrument #2002036263 filed in Official Public Records of Williamson County, Texas.



Unofficial Document

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING INTO THE CORPORATE LIMITS OF THE CITY SIXTEEN TRACTS OF LAND LOCATED ALONG AND ABUTTING COUNTY ROAD 269 IN WILLIAMSON COUNTY, TEXAS, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY NOT PREVIOUSLY ANNEXED, AT THE REQUEST OF THE PROPERTY OWNER AND PURSUANT TO THE TERMS AND EXPIRATION OF DEVELOPMENT AGREEMENTS UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the owners of certain properties located within Williamson County, Texas, have petitioned the City for annexation of said properties into the City limits pursuant to the terms of sixteen separate Development Agreements Under Section 43.035, Texas Local Government Code (the "Development Agreements");

WHEREAS, the properties are contiguous and adjacent to the corporate limits of the City and the owners have made application for voluntary annexation of the properties pursuant to Section 3(a)(5) and 3(b) of the Development Agreements which authorizes the annexation of the subject properties at the City Council's discretion upon the expiration of the Development Agreements;

WHEREAS, the five year term of the Development Agreements expired on or about October 21, 2015;

WHEREAS, the City Council heard and has decided to grant the owners' requests that the City annex said properties;

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

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

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

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

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

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

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

> All those certain sixteen tracts or parcels of land located along and abutting County Road 269 in Williamson County, Texas, and being more particularly shown and described in the Development Agreements filed and recorded in the Official Public Records of Williamson County, Texas as Document Numbers: 2010083081, 2010083082, 2010083083, 2010083084, 2010083085, 2010083086, 2010083087, 2010083088, 2010083089, 2010083090, 2010083091, 2010083092, 2010083093, 2010083094, 2010083095, 2010083096 and as shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

PASSED AND APPROVED on First Reading this 7th day of January, 2016.

FINALLY PASSED AND APPROVED on this 21st day of January, 2016.

ATTEST:

_____

Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

_____

Christopher Fielder, Mayor

Exhibit "A"

Annexed Properties

Exhibit "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

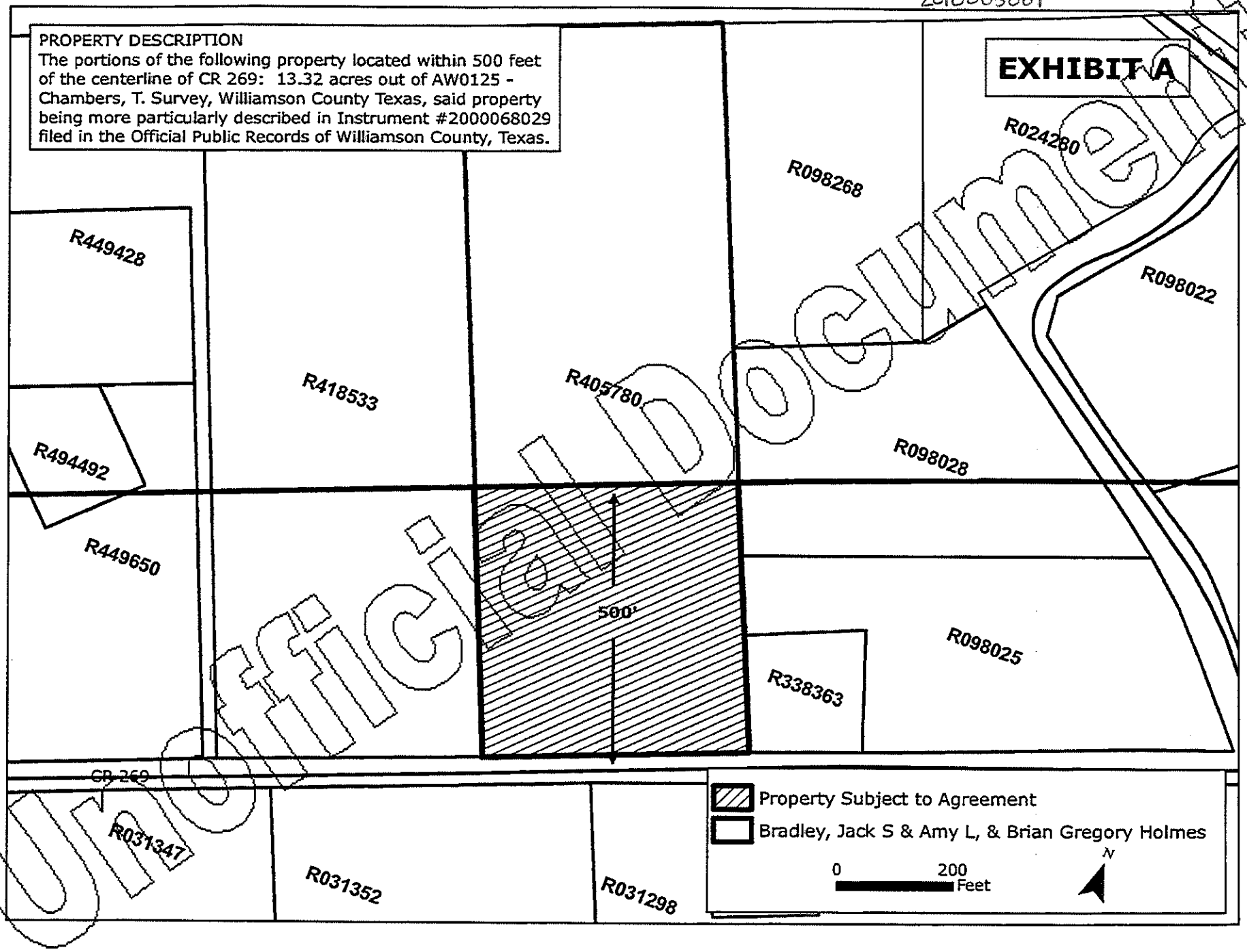
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

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

2010083081

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 13.32 acres out of AW0125 - Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #2000068029 filed in the Official Public Records of Williamson County, Texas.

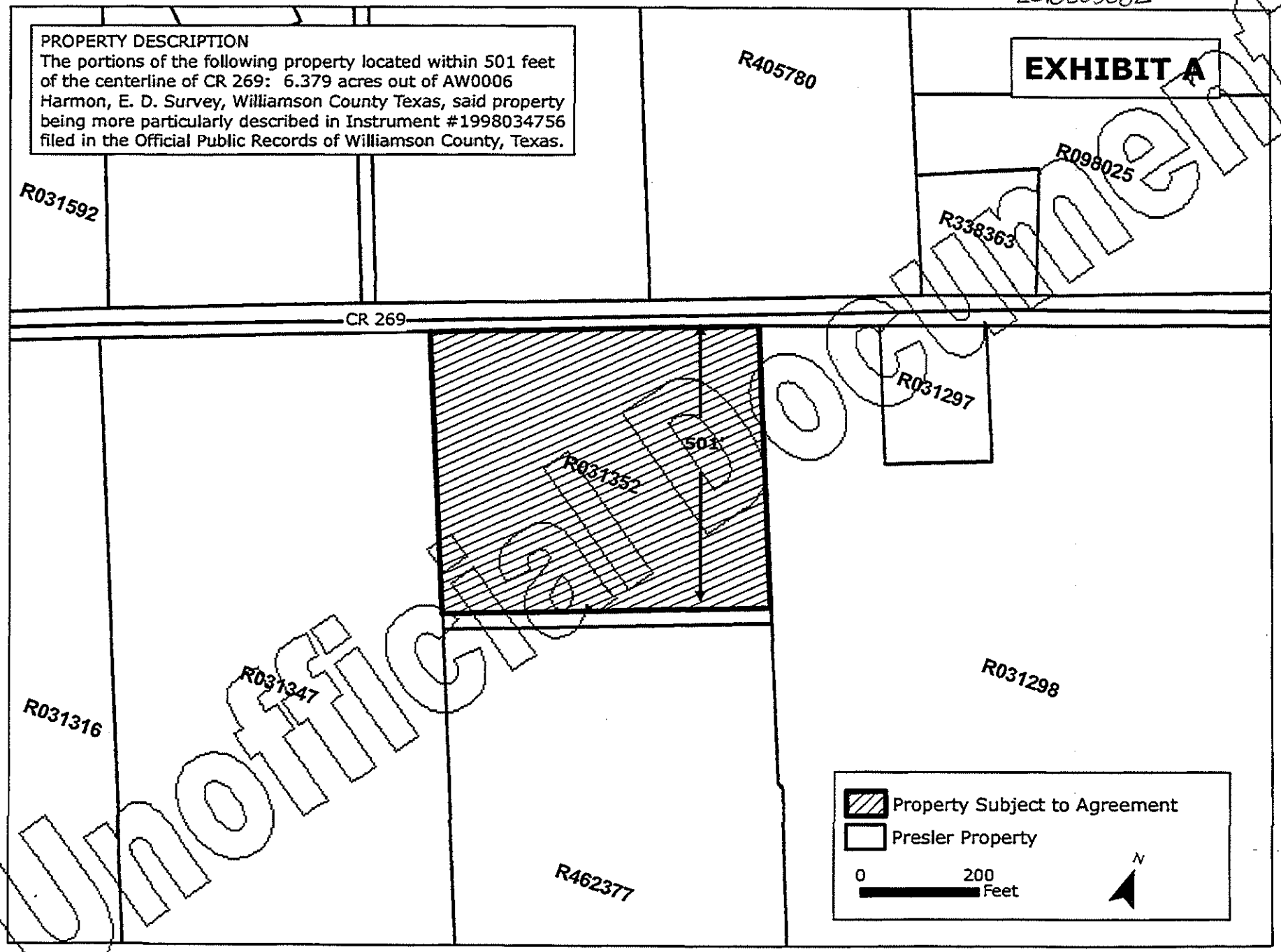


Unofficial Document

2010083082

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 501 feet of the centerline of CR 269: 6.379 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #1998034756 filed in the Official Public Records of Williamson County, Texas.

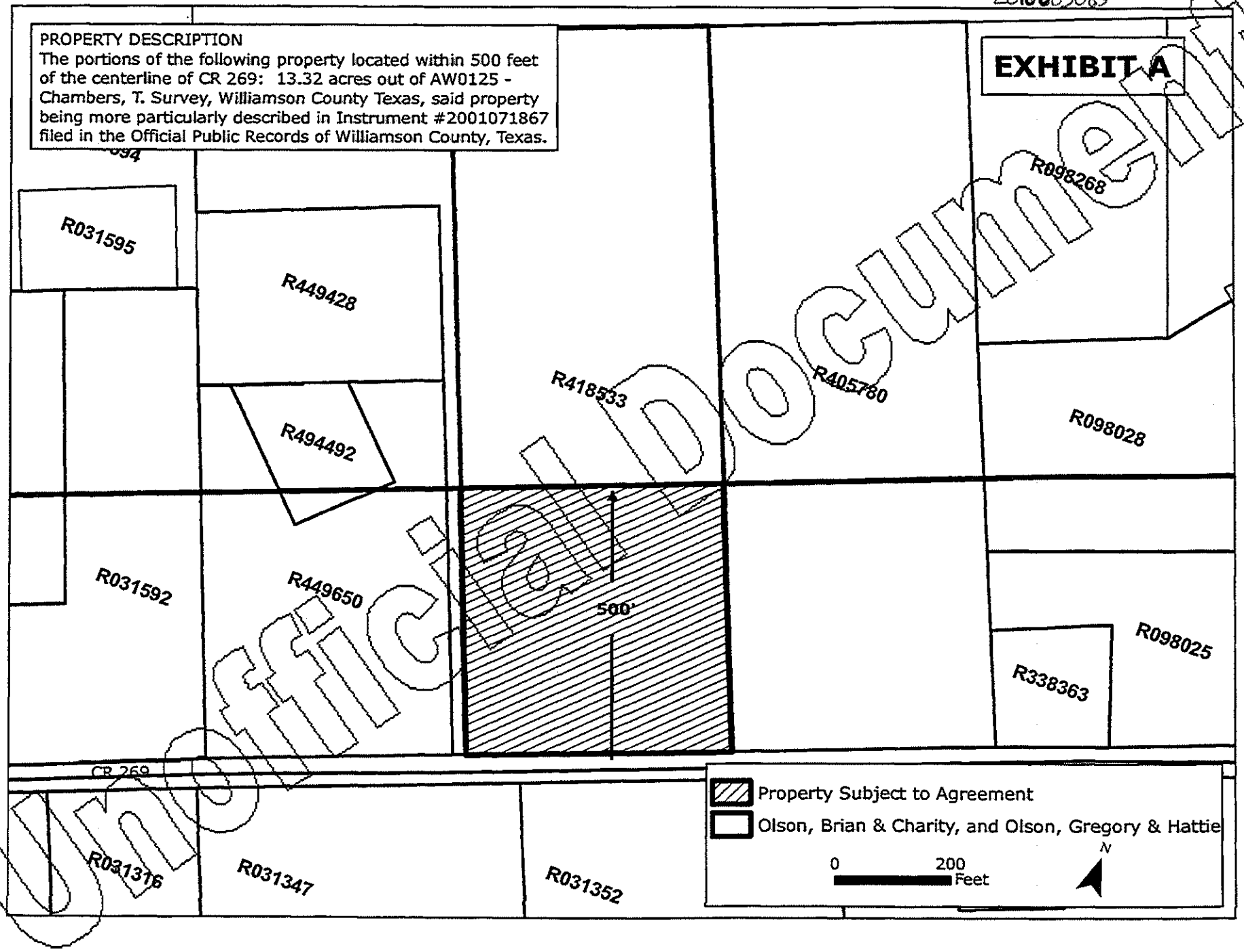


Unofficial Document

2010083083

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 13.32 acres out of AW0125 - Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #2001071867 filed in the Official Public Records of Williamson County, Texas.

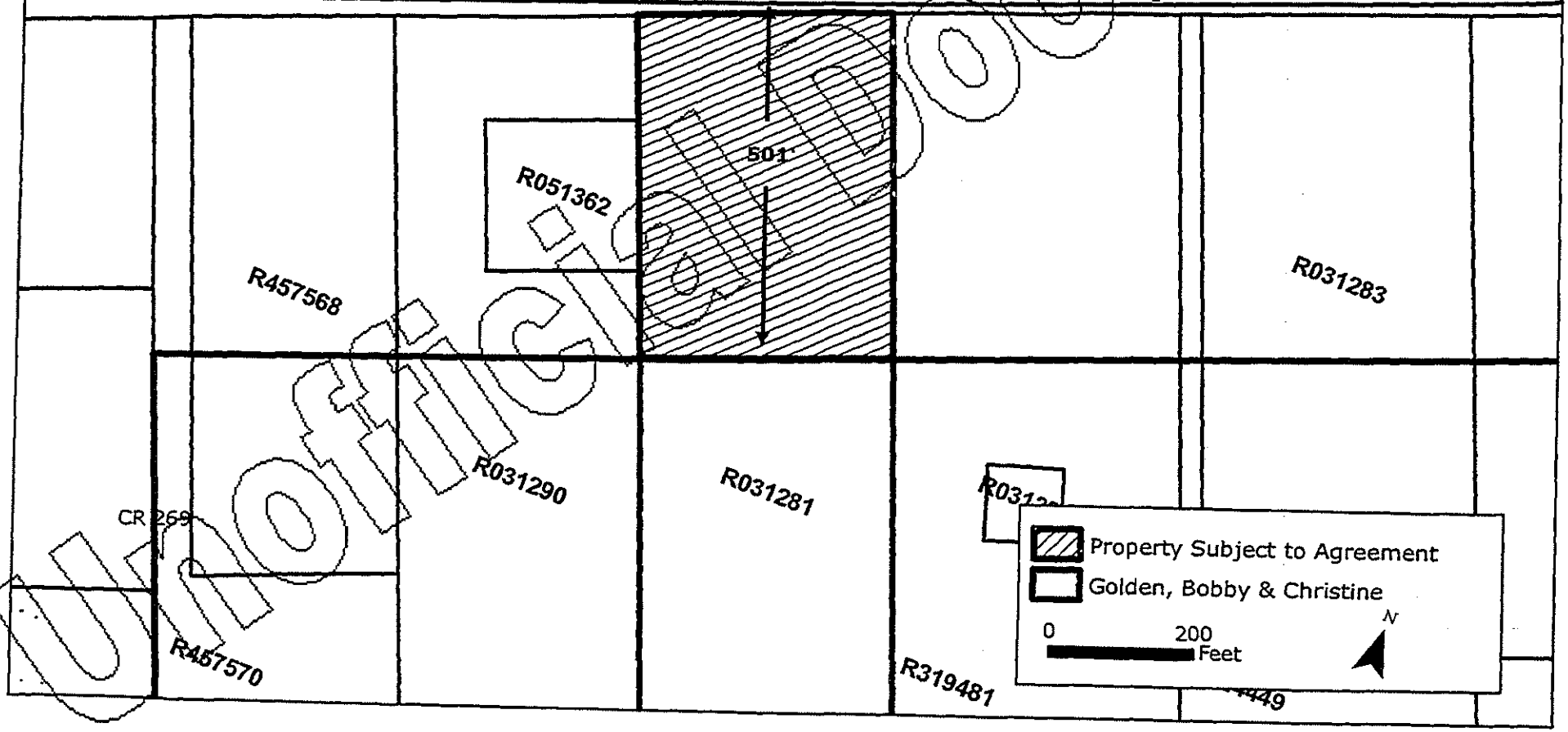


Unofficial Document

2010085084

PROPERTY DESCRIPTION
The portions of the following property located within 501 feet of the centerline of CR 269: 10.960 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #1991015547 filed in the Official Public Records of Williamson County, Texas.

EXHIBIT A

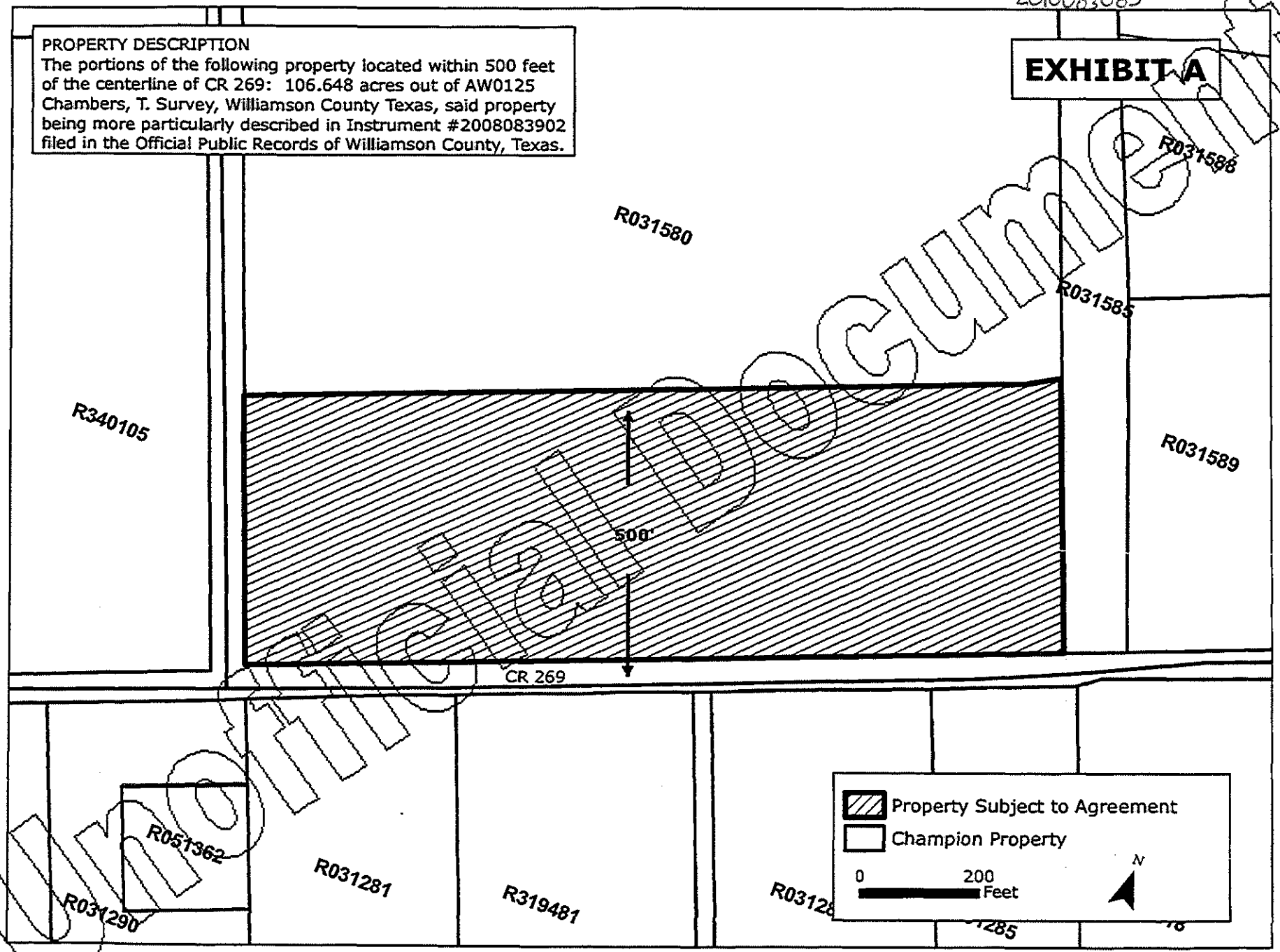


Unofficial Document

2010083085

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 106.648 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #2008083902 filed in the Official Public Records of Williamson County, Texas.



Unofficial Document

2010083086

EXHIBIT A

PROPERTY DESCRIPTION
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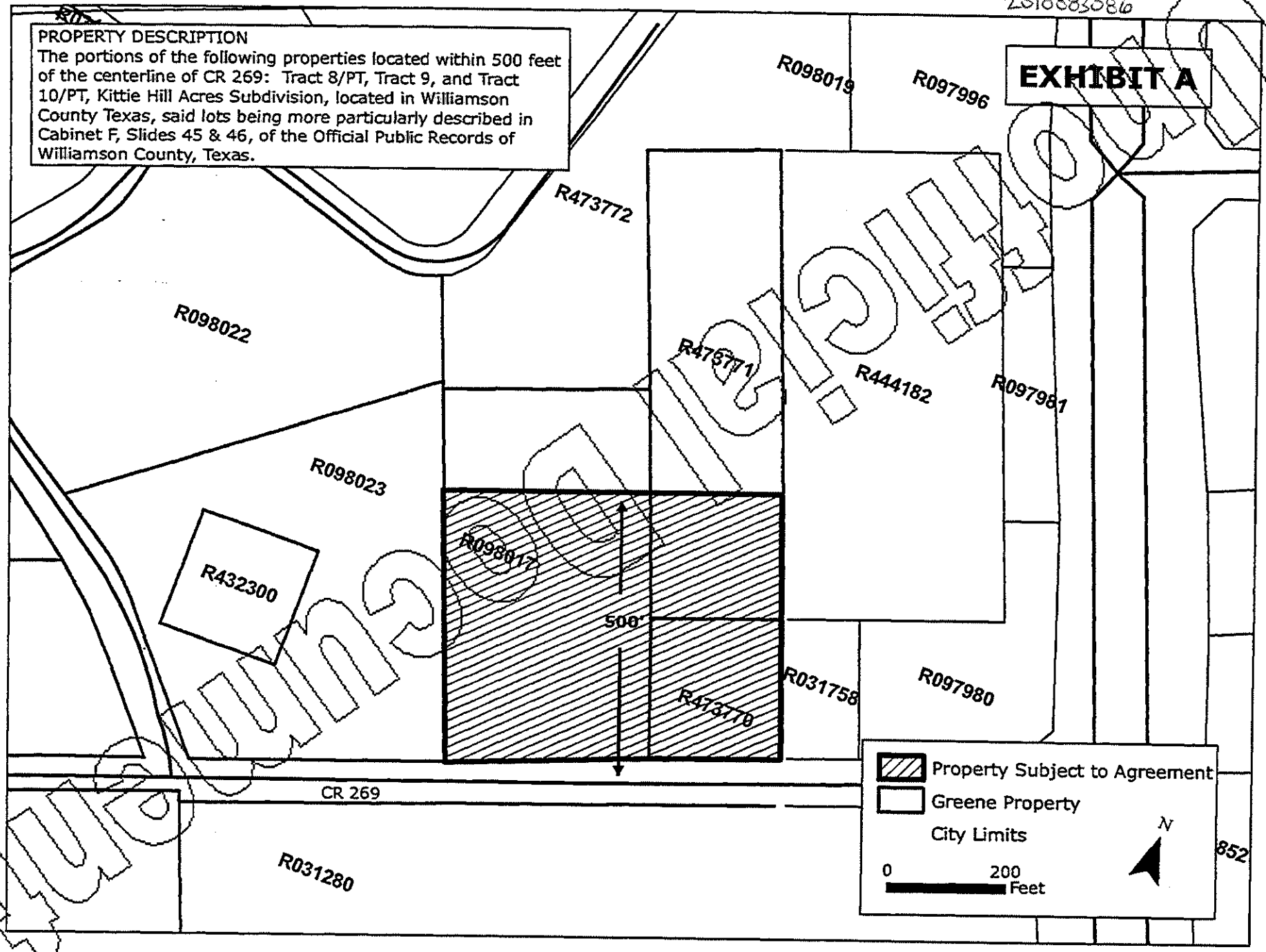
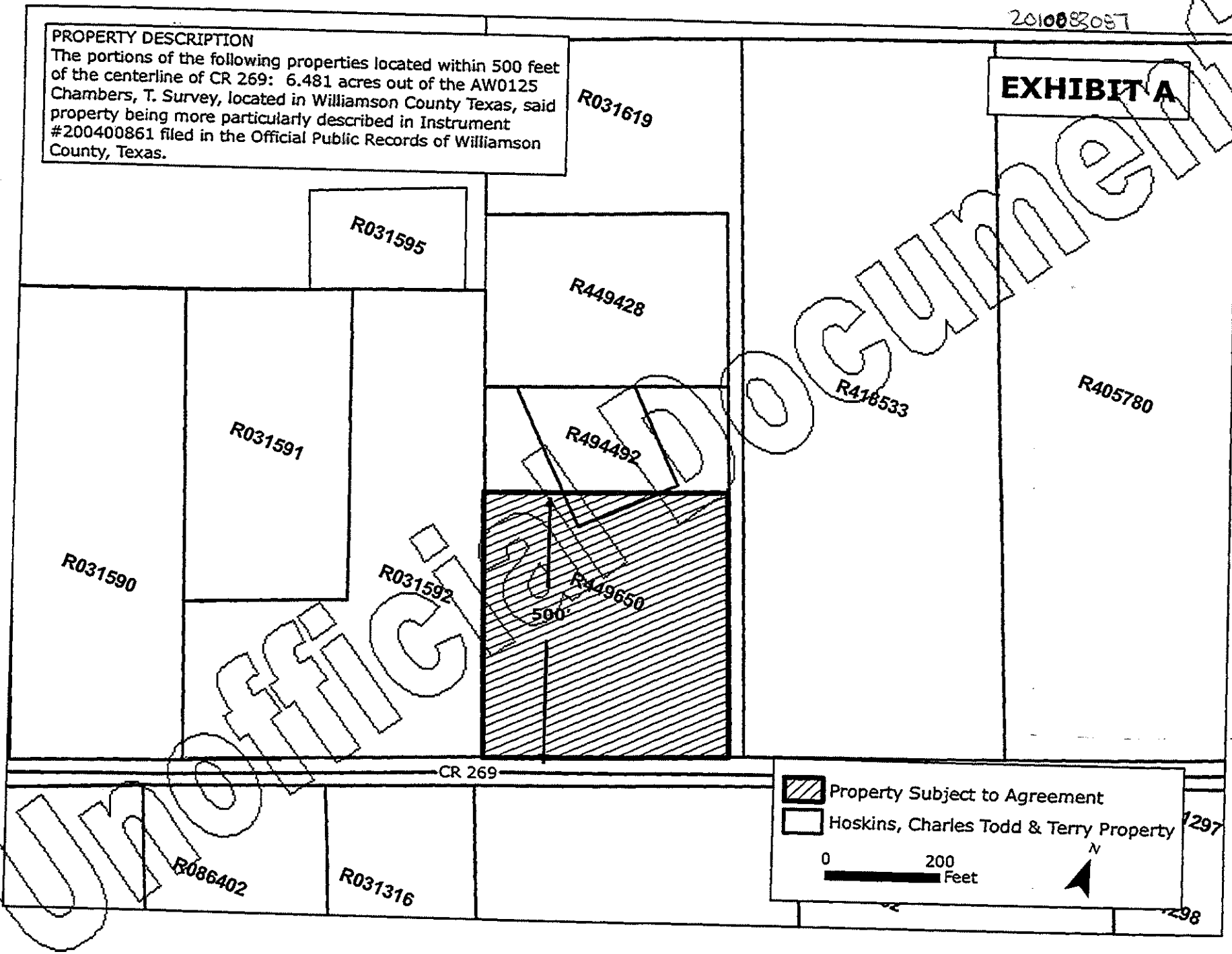


Williamson County

2010083087

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following properties located within 500 feet of the centerline of CR 269: 6.481 acres out of the AW0125 Chambers, T. Survey, located in Williamson County Texas, said property being more particularly described in Instrument #200400861 filed in the Official Public Records of Williamson County, Texas.



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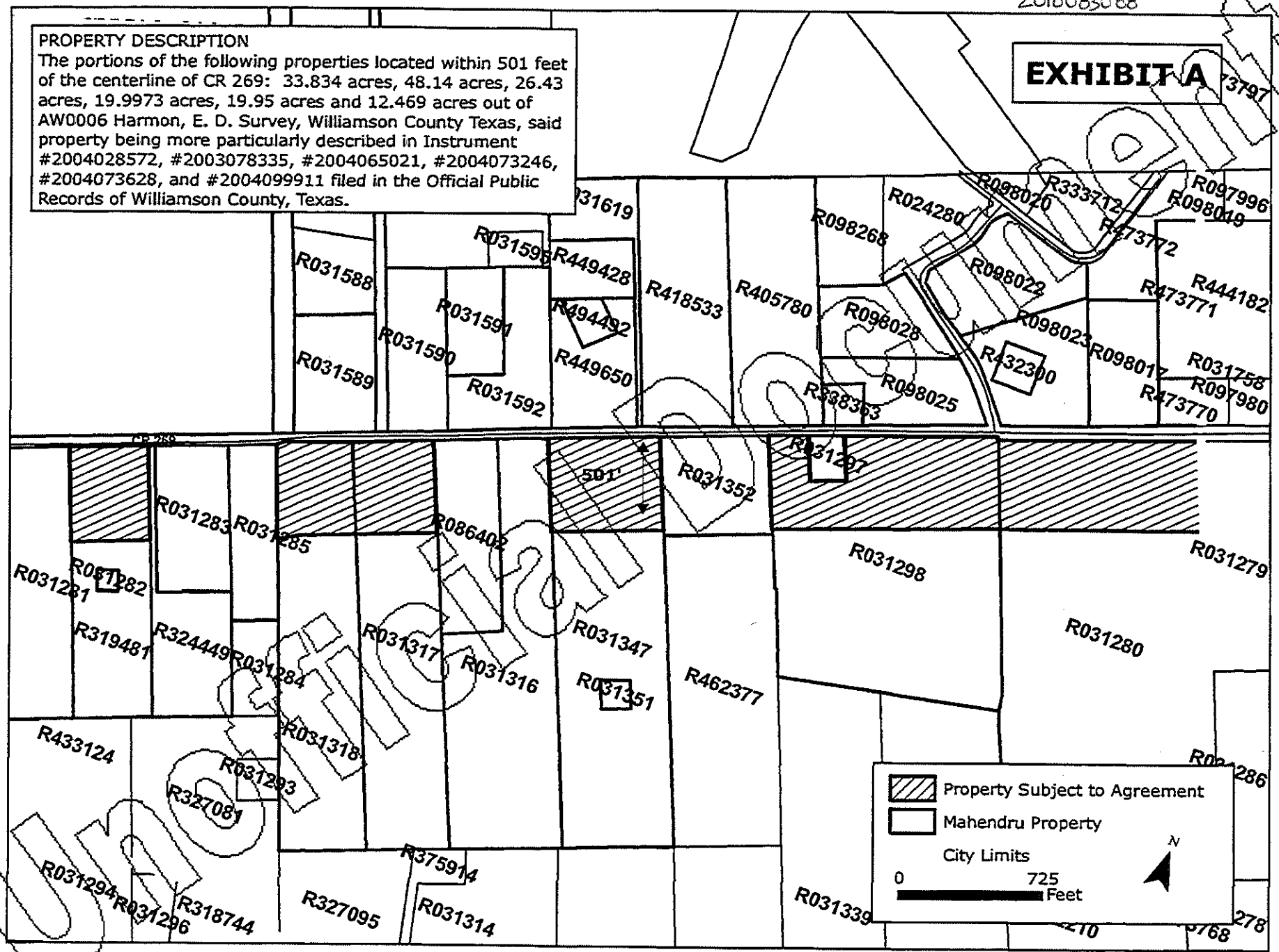

Unofficial Document

2010083089

EXHIBIT A

PROPERTY DESCRIPTION
The following property located within 501 feet of the centerline of CR 269: 1.0 acre out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #2004077519 filed in the Official Public Records of Williamson County, Texas.

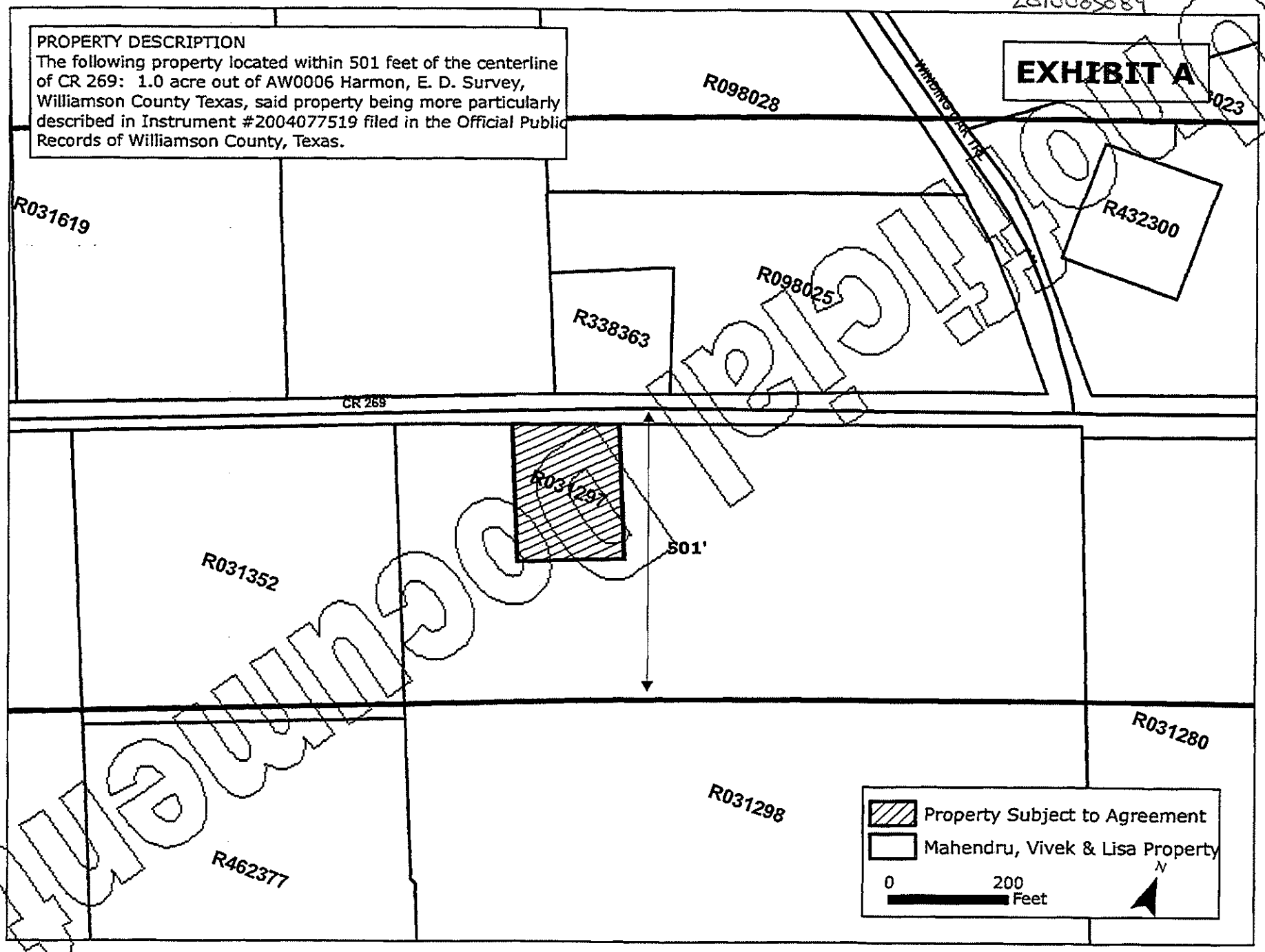

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EXHIBIT A

PROPERTY DESCRIPTION
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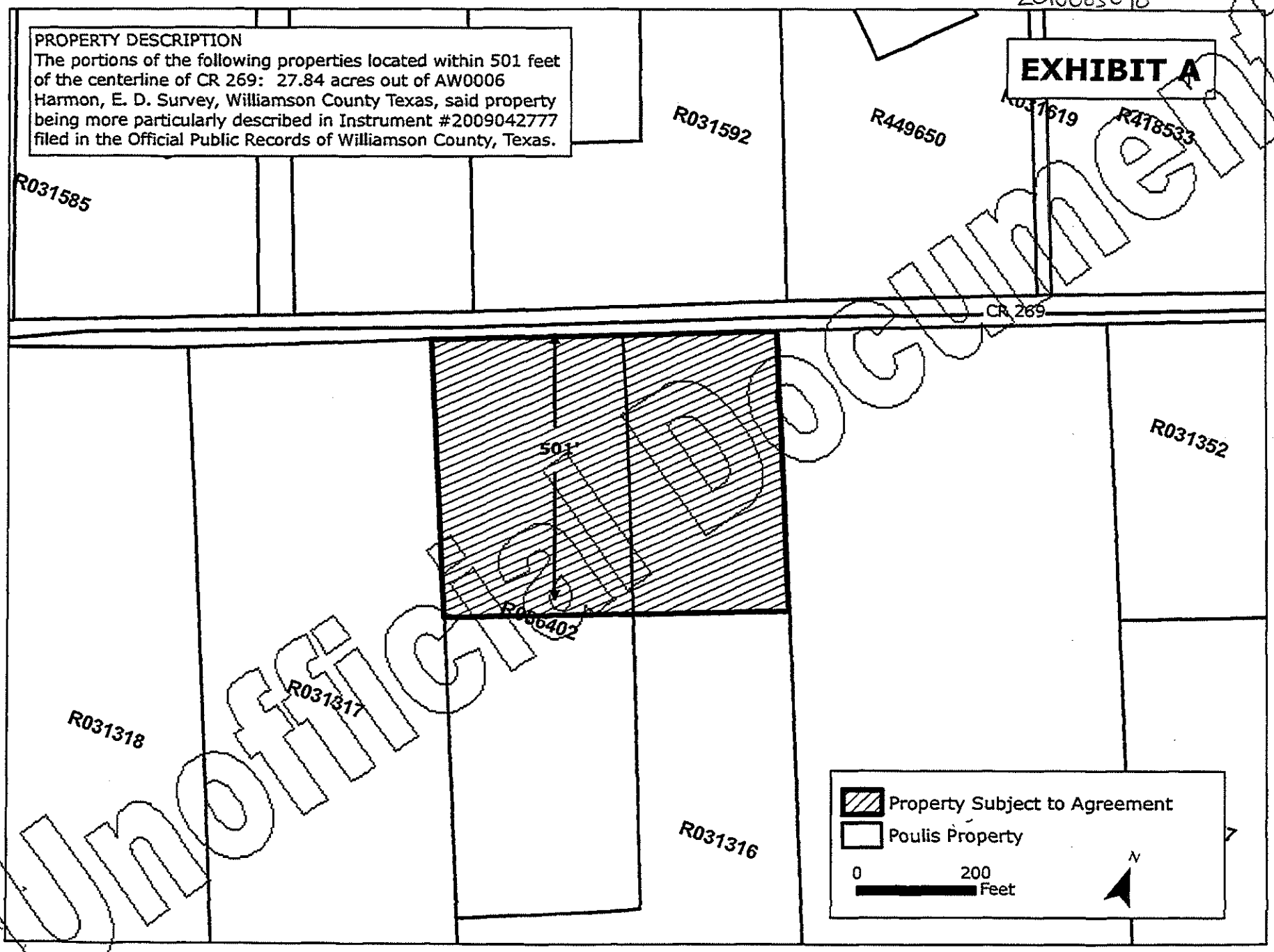

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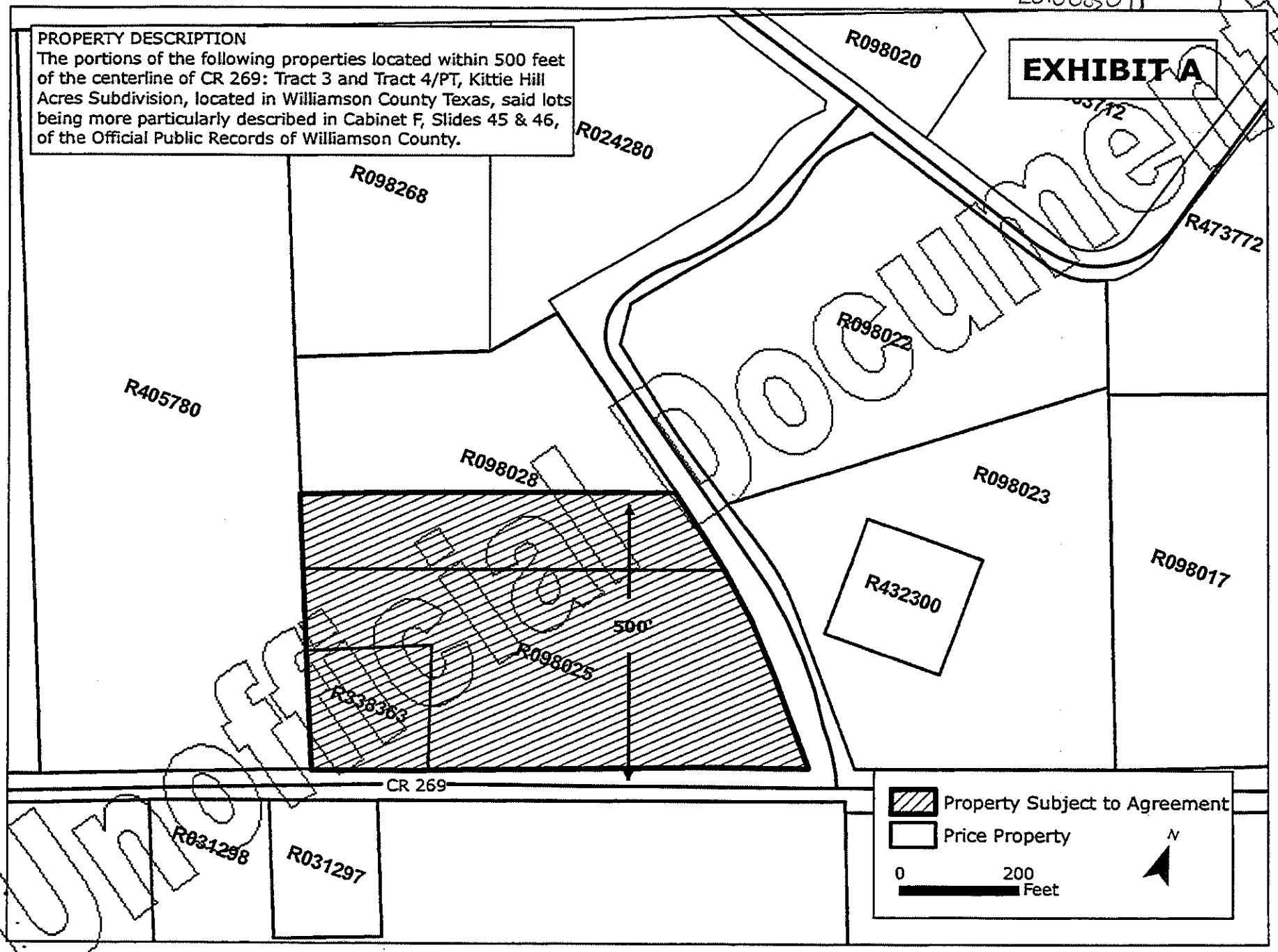
PROPERTY DESCRIPTION
The portions of the following properties located within 500 feet of the centerline of CR 269: Tract 3 and Tract 4/PT, Kittie Hill Acres Subdivision, located in Williamson County Texas, said lots being more particularly described in Cabinet F, Slides 45 & 46, of the Official Public Records of Williamson County.

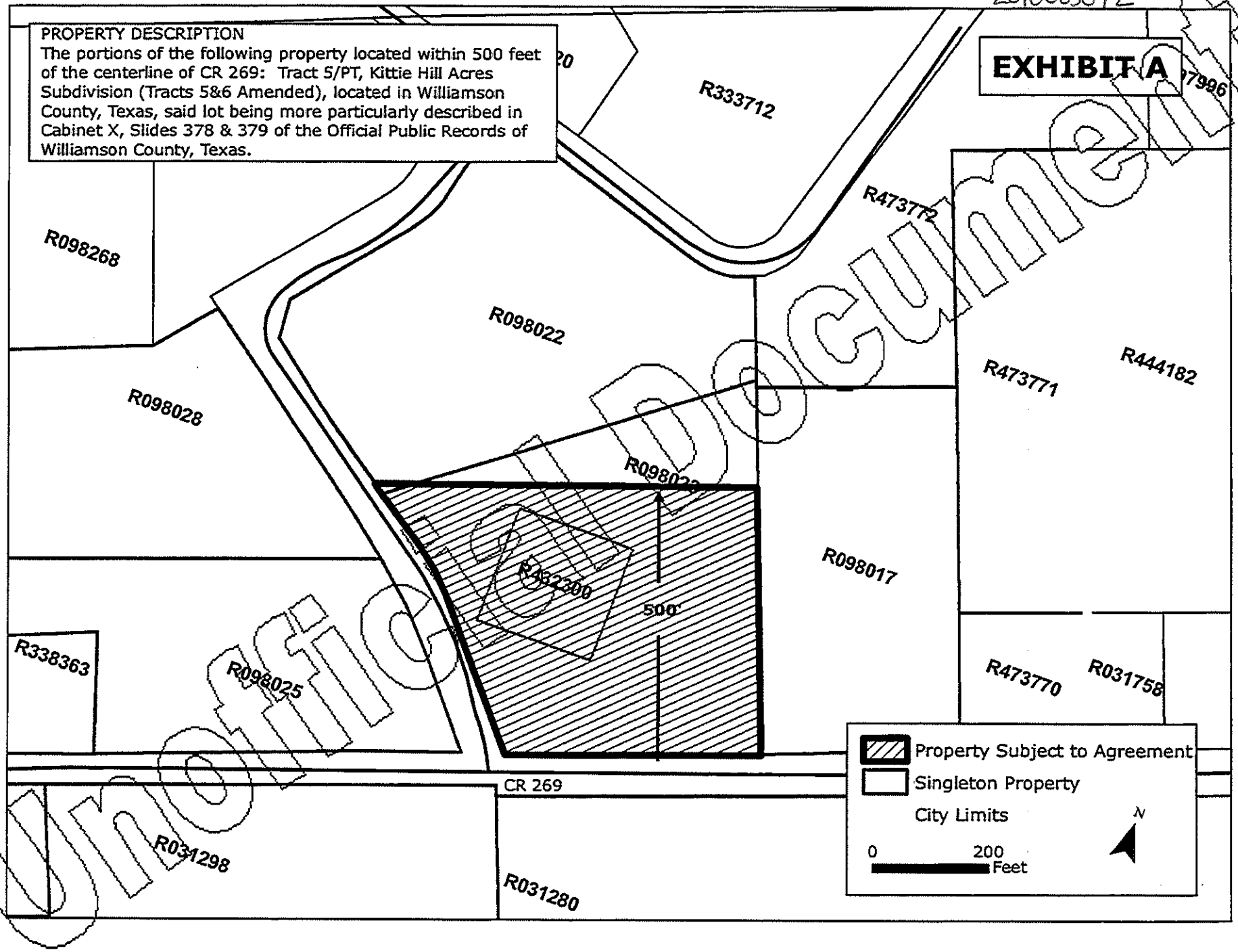


Unofficial Document

2010083092

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: Tract 5/PT, Kittie Hill Acres Subdivision (Tracts 5&6 Amended), located in Williamson County, Texas, said lot being more particularly described in Cabinet X, Slides 378 & 379 of the Official Public Records of Williamson County, Texas.

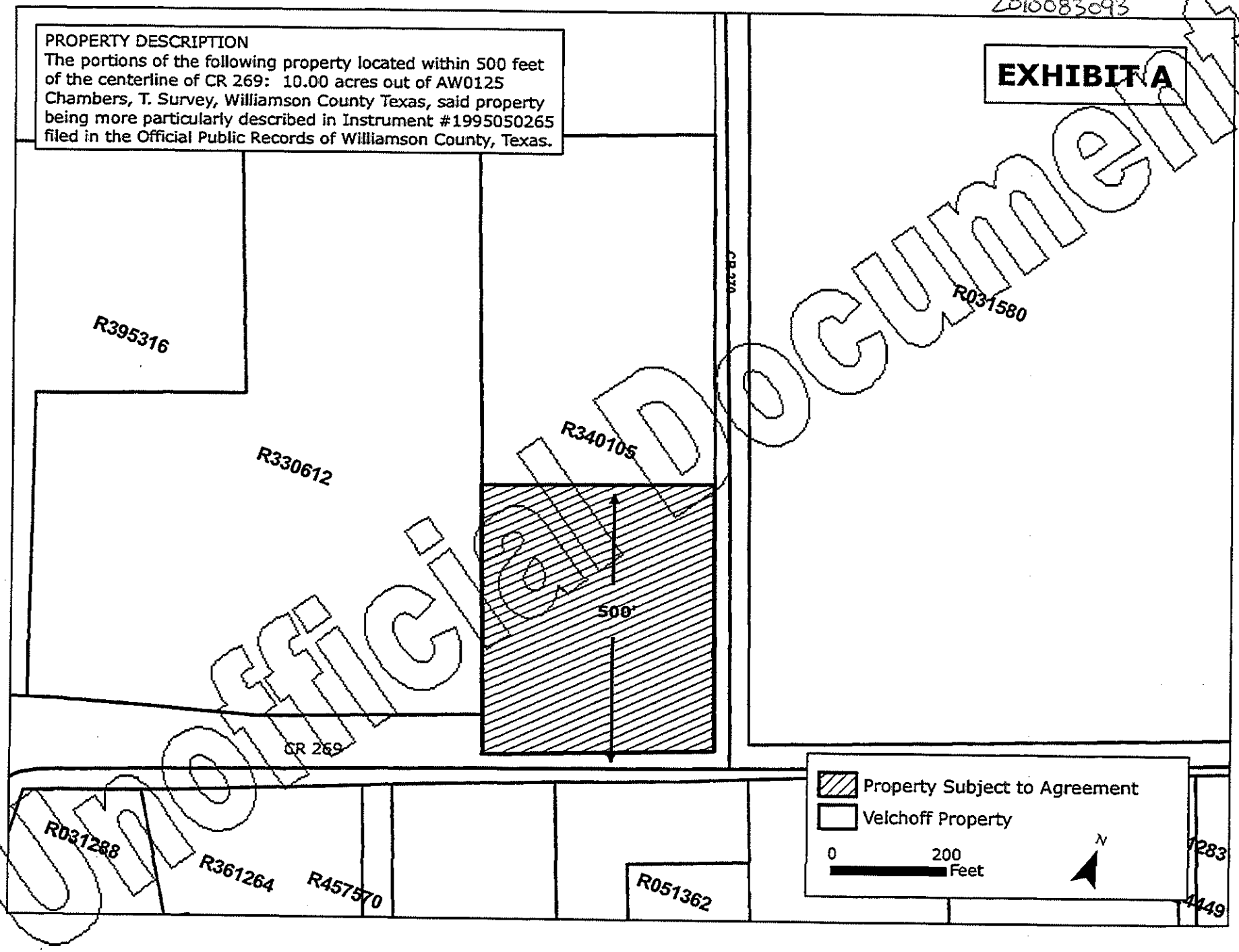


Unofficial Document

2010083093

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 10.00 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #1995050265 filed in the Official Public Records of Williamson County, Texas.

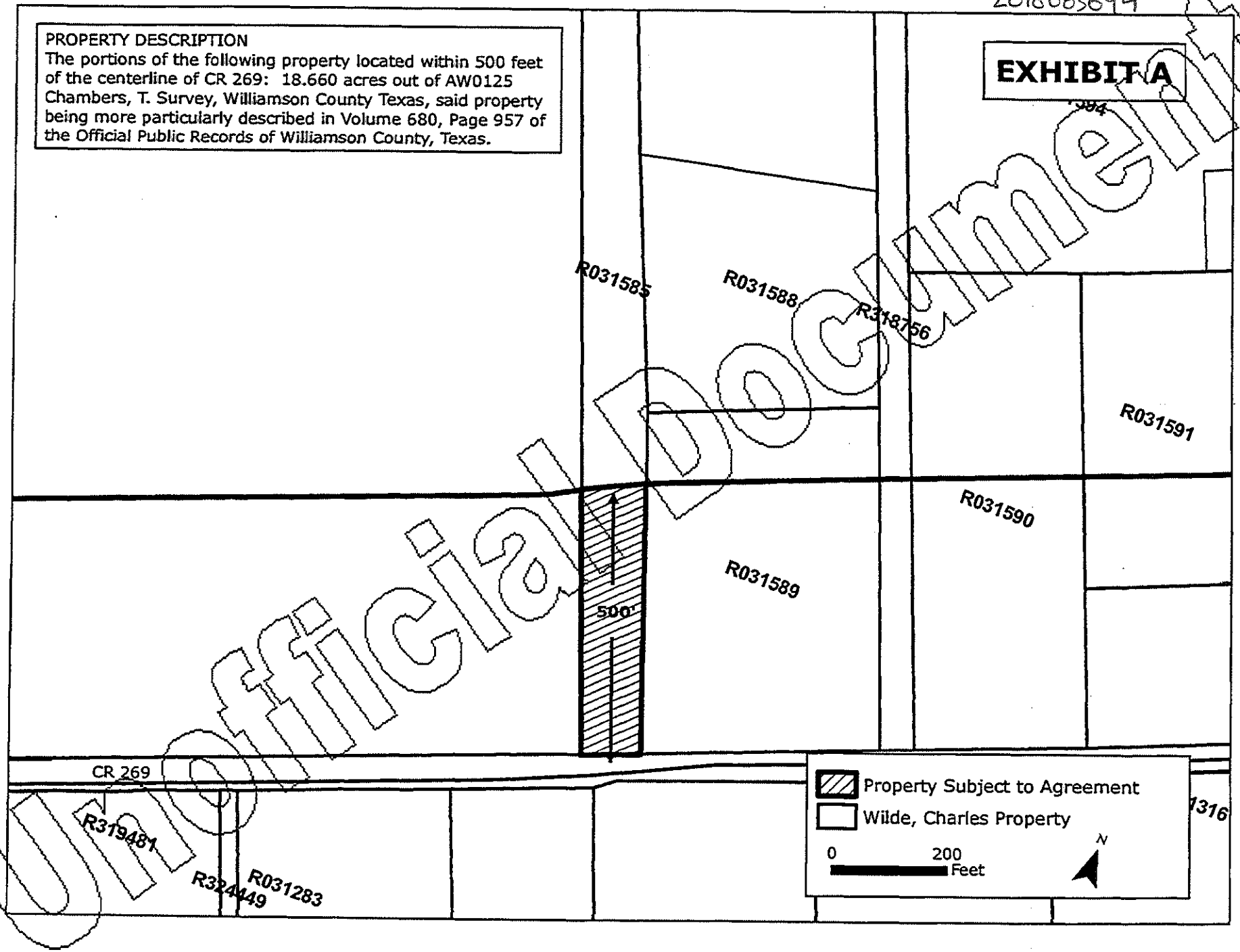


Unofficial Document

2010083094

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 18.660 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Volume 680, Page 957 of the Official Public Records of Williamson County, Texas.

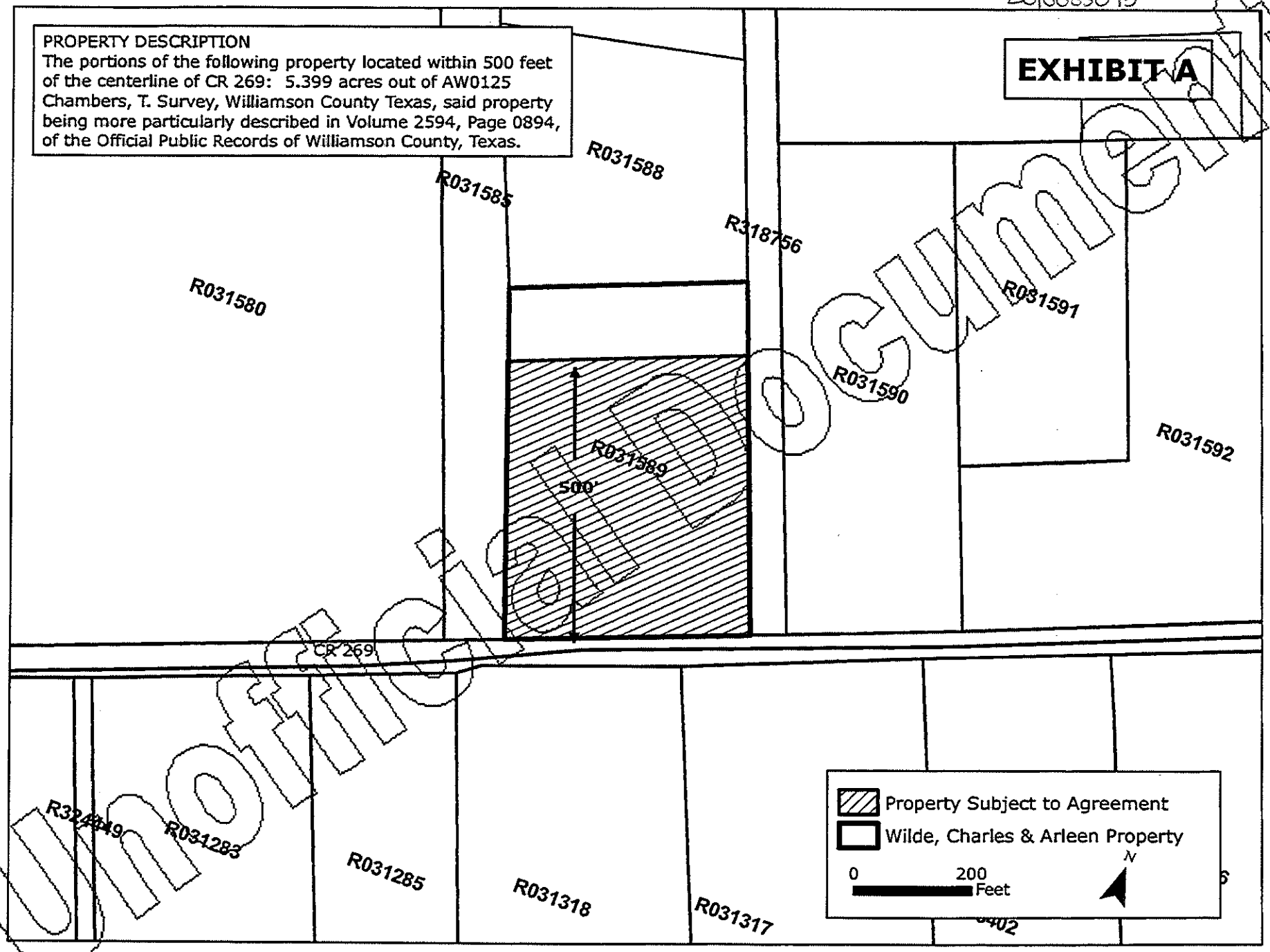


Unofficial Document

2010083095

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 5.399 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Volume 2594, Page 0894, of the Official Public Records of Williamson County, Texas.

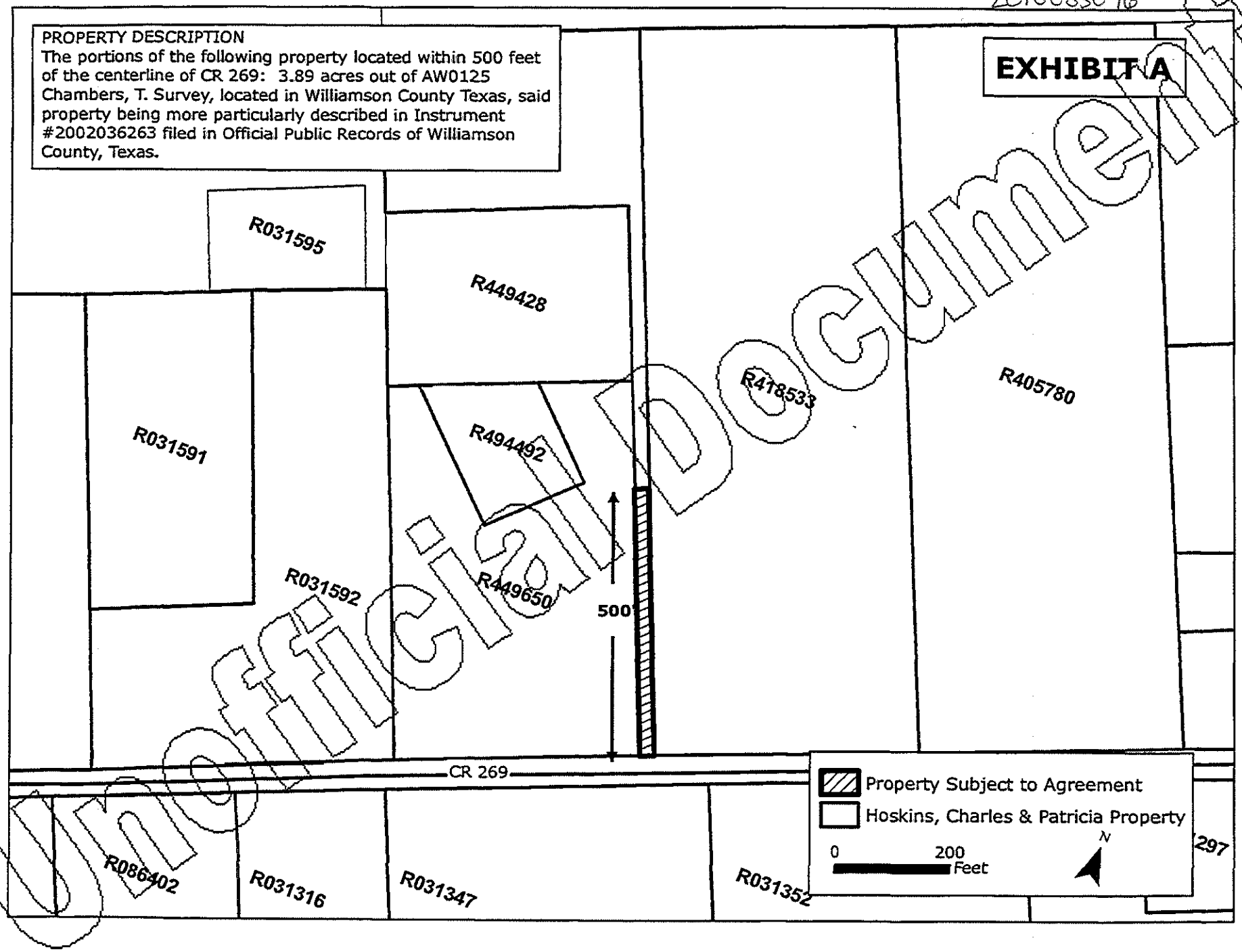


Unofficial Document

2010083096

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 3.89 acres out of AW0125 Chambers, T. Survey, located in Williamson County Texas, said property being more particularly described in Instrument #2002036263 filed in Official Public Records of Williamson County, Texas.



Unofficial Document

AGENDA ITEM # 7

Executive Summary

January 21, 2016

Agenda Subject: Second reading of an ordinance annexing multiple tracts of land totaling 229.22 acres, more or less, generally located north of Hero Way and west of Ronald Reagan Blvd. in Williamson County, Texas.

Background: The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its October 15, 2015 meeting. The property includes approximately 229.22 acres on the west side Ronald Reagan Blvd north of Hero Way and is the additional land that was approved by the City Council on March 5, 2015 to be included in the Palmera Ridge MUD plus two additional tracts. The resolution set the two public hearings for December 3, 2015 and December 17, 2015. This is the second and final reading of the ordinance.

This is a voluntary annexation.

Origination: Applicants

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

Attachments:

1. Annexation ordinance
2. Annexation schedule
3. Location maps
4. Annexation resolution and service plan
5. Annexation petition

Prepared by: Tom Yantis, AICP
Assistant City Manager

1/13/2016

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 229.371 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the owner(s) 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, as modified by that certain Addendum No. 1 to the Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City and Hanna/Magee L.P. #1, recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas (the "Addendum"), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District;

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

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

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

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

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

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

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct

and are incorporated into the body of this Ordinance as if copied in their entirety.

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

> All that certain tract or parcel of land being 220.30 acres, more or less, located in Williamson County, Texas, being the "Additional Land" described in the Addendum and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.
>
> All those certain tracts or parcels of land being 9.071 acres, more or less, located in Williamson County, Texas, comprised of tracts of land being 8.92 acres, more or less, and 0.151 acres, more or less, and being the "Additional Land" described in the Addendum and being more particularly shown and described in the Exhibit "B" attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

PASSED AND APPROVED on First Reading this 7th day of January, 2016.

FINALLY PASSED AND APPROVED on this 21st day of January, 2016.

ATTEST:

CITY OF LEANDER, TEXAS

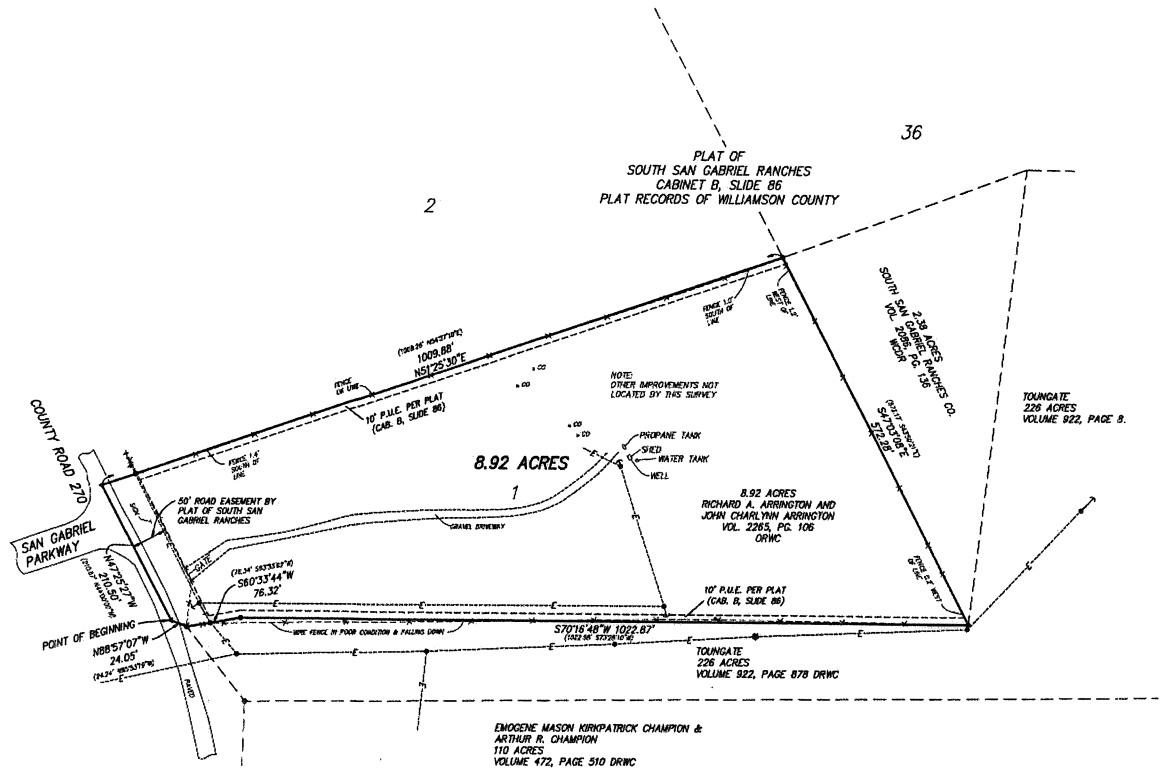
Debbie Haile, City Secretary

Christopher Fielder, Mayor

NOTE: Copyright RJ Surveying & Associates, Inc. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted in or by any computer or other systems without the prior written permission of the surveyor. Copies of this plan without an original signature and seal are not valid.

SCALE: 1"=100'

0 100' 200' 300' 400'



LEGEND:

- ● = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ▲ = FOUND NAIL IN PAVING
- CO = SEPTIC SYSTEM CLEANOUT
- ● = POWER POLE
- ⊢● = POWER POLE WITH ANCHOR
- ——E—— = OVERHEAD POWER LINE
- —x—x— = WIRE FENCE

ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY
DRWC = DEED RECORDS OF WILLIAMSON COUNTY
OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:
THIS PARCEL IS DESCRIBED ON A SEPARATE ATTACHMENT
BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

EXCEPTIONS FROM COVERAGE LISTED IN THE COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE COMPANY FILE No. AUT15008516-REVISION A, EFFECTIVE DATE SEPTEMBER 2, 2015

RESTRICTIVE COVENANTS RECORDED IN VOLUME 769, PAGE 338 DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DO AFFECT THIS TRACT)

PUBLIC UTILITY EASEMENT GRANTED IN CABINET B, SLIDE 86, PRWC (DOES AFFECT THIS TRACT)

ROADWAY EASEMENT GRANTED IN CABINET B, SLIDE 86, PRWC (DOES AFFECT THIS TRACT)

ELECTRIC EASEMENT GRANTED IN VOLUME 518, PAGE 545 DRWC (DOES NOT AFFECT THIS TRACT)

AFFIDAVIT RECORDED IN VOLUME 2265, PAGE 118, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (DOES AFFECT THIS TRACT)

INTEREST IN AND TO OIL, GAS AND OTHER MINERALS AND/OR ROYALTIES IN VOLUME 517, PAGE 612, DEED RECORDS OF WILLIAMSON COUNTY (DOES AFFECT THIS TRACT)

INTEREST IN AND TO OIL, GAS AND OTHER MINERALS AND/OR ROYALTIES IN VOLUME 587, PAGE 309, DEED RECORDS OF WILLIAMSON COUNTY (DOES AFFECT THIS TRACT)

CERTIFICATION:

THIS IS TO CERTIFY THAT THE BOUNDARY IS IN CONFORMANCE WITH THE GENERAL RULES AND PROCEDURES SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND IS TO THE POSITIONAL TOLERANCES REQUIRED FOR SURVEYS WITHIN INCORPORATED AREAS AND MEETS THE REQUIREMENTS OF A CATEGORY 1A, CONDITION I, SURVEY AS DEFINED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS PREPARED BY THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS

STATE OF TEXAS REGISTERED JOHN KENNETH WIGGAND 5741 PROFESSIONAL LAND SURVEYOR

J. Kenneth Wiggand Sept. 25, 2015
J. KENNETH WIGGAND
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5741
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
F-10015400 (512) 836-4793 FAX: (512) 836-4817

DATE: 9-14-2015		SCALE: 1" = 100'
F BOOK: 812, PG 25		JOB NO.: 2247

S:\LAND\2201-2250\2247\dwg\2247-SURVEYBAC.dwg 9/25/2015 10:30:14 AM CDT

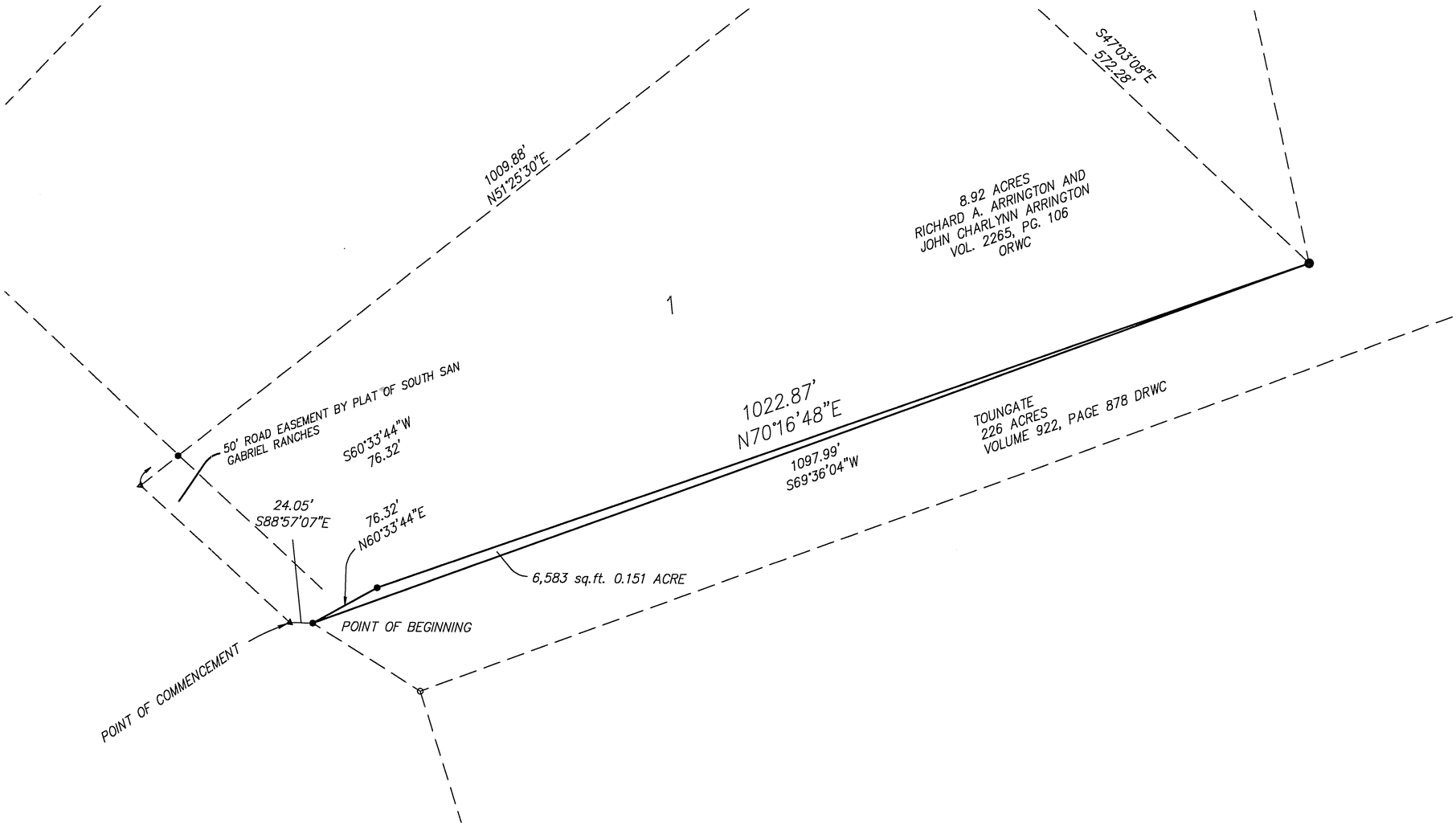

1009.88'
N51°25'30"E
S47°03'08"E
572.28'
8.92 ACRES
RICHARD A. ARRINGTON AND
JOHN CHARLYNN ARRINGTON
VOL. 2265, PG. 106
ORWC
1
1022.87'
N70°16'48"E
1097.99'
S69°36'04"W
TOUNGATE
226 ACRES
VOLUME 922, PAGE 878 DRWC
50' ROAD EASEMENT BY PLAT OF SOUTH SAN
GABRIEL RANCHES
S60°33'44"W
76.32'
24.05'
S88°57'07"E
76.32'
N60°33'44"E
6,583 sq.ft. 0.151 ACRE
POINT OF BEGINNING
POINT OF COMMENCEMENT

Exhibit "C"

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

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

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

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

WHEREAS, the subject property is the "Additional Land" described in the Addendum No. 1 to Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City of Leander (the "*City*") and Hanna/Magee L.P. #1, ("Hanna/Magee") recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas (the "Addendum"), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District (the "District") (the "Original Development Agreement");

WHEREAS, the Addendum and the Original Development Agreement provide for the construction of certain infrastructure to provide water and wastewater services to the subject property and certain other property described in the Original Development Agreement;

WHEREAS, such infrastructure and other existing infrastructure 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 other capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

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

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

A. Police protection as follows: Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

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

with the present personnel and equipment.

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

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows: On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area and, until the zoning of the subject property is established by ordinance after annexation, the subject property shall be temporarily zoned "SFR-1-B"; provided that the subject property shall be entitled to developed in accordance with the land uses more specifically provided in the Addendum and Original Development Agreement. It is the City's intent to zone the subject property at the owner's request in a manner that is not inconsistent with such uses, as provided in the Addendum and Original Development Agreement. The Planning and Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

I. Library service: service by present personnel, equipment and facilities within the City.

J. Storm Water Management: Owner will provide a storm water system at its own expense, which will be inspected by City Engineers at the time of completion. The City will then maintain the storm water system upon acceptance by the City.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property and 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) The City intends to provide water services to the subject property pursuant to the Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, the City will provide water service in accordance with the applicable rules and regulations for the provision of water service, water service will be by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The owner

shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the water lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 water 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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) The City intends to provide wastewater services to the subject property pursuant to the Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, wastewater service will be provided to the subject property, or applicable portions thereof, by the City in accordance the applicable ordinances, rules and regulations for the provision of wastewater service. The Owner shall construct the internal wastewater lines and pay the costs of line extension and construction of such facilities necessary to provide wastewater service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the wastewater lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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, subject to and except as provided within the terms, conditions, and requirements of the Addendum and Original Development Agreement, 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 subject property, provided that improvements may be required by the owner under the City Rules, as such term is defined in the Original Development Agreement.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None, except as provided in the Addendum and Original Development Agreement. Upon development of the subject property, save and except as provided in the Addendum and Original Development Agreement, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the owner as provided in the Development Agreement.

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

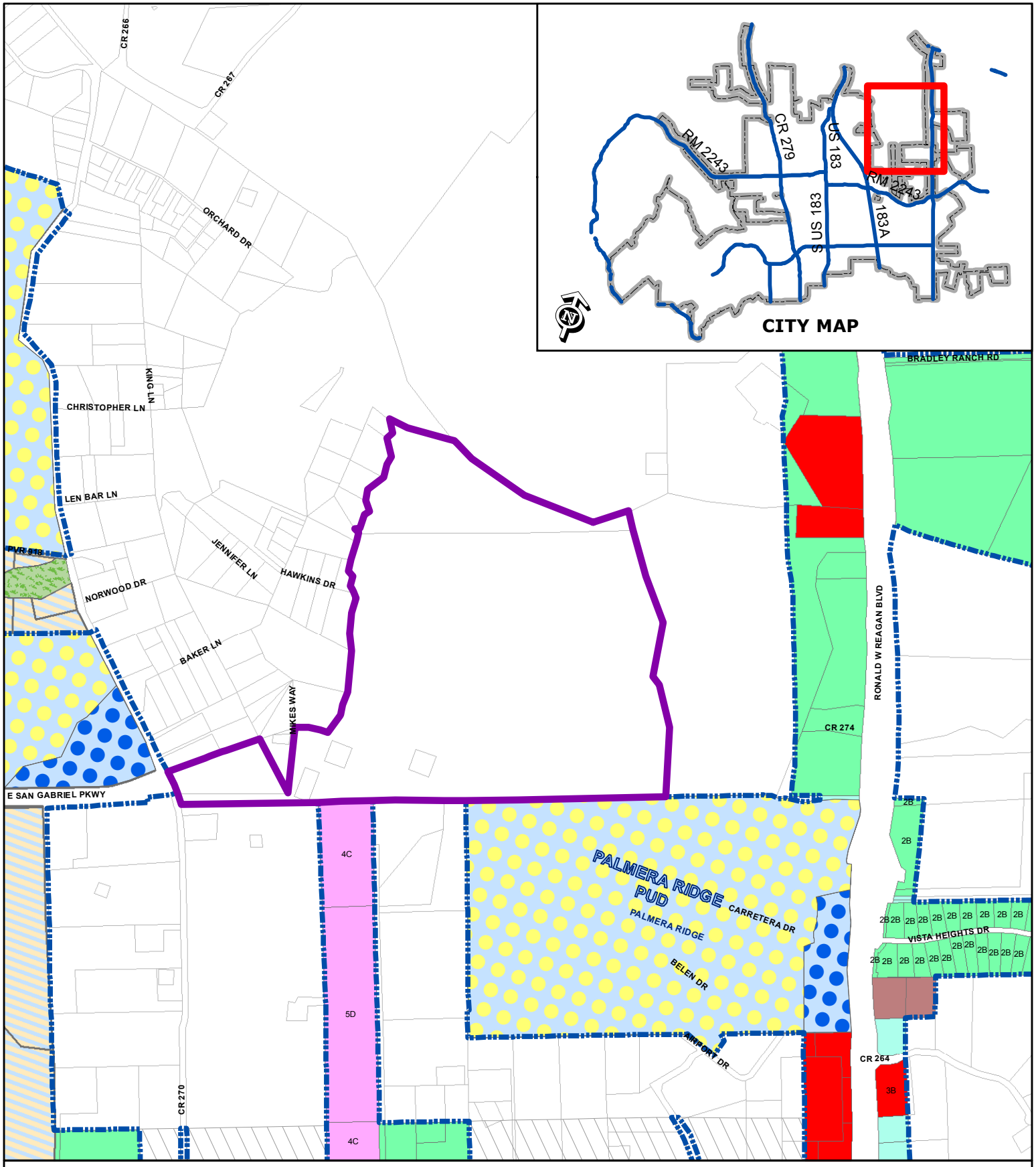
(5) **Property Description.** The legal description of the subject property is as set forth in the exhibits attached to the Annexation Ordinance to which this Municipal Services Plan is attached.

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

SCHEDULE FOR VOLUNTARY ANNEXATION
TOUNGATE / PALMERA BLUFF +/- 220.30 Acres, VALLEY VISTA AND CR 269

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 15, 2015	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **December 3, 2015 and December 17 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 November 2, 2015	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
November 18, 2015** Publish notice of First Public Hearing and send school district notice **December 2, 2015**** Publish notice of Second Public Hearing	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
December 3, 2015*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
December 17, 2015*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **January 7, 2016***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
January 21, 2016; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

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



Palmera Bluff/Toungate Annexation

Attachment #4

Location Exhibit
Palmera Bluff/Toungate

N

Subject Property
City Limits

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

0 200
Feet

RESOLUTION NO. 15-018-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 229.22 ACRES, MORE OR LESS, TRACT OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners 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, as modified by that certain Addendum No. 1 to the Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City and Hanna/Magee L.P. #1, recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas (the "Addendum"), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District;

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

Section 1. <u>Findings.</u> 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. <u>Proceedings</u>. The petition for annexation of the following property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "C", submitted by Petitioner, are hereby accepted:

All that certain tract or parcel of land being 220.30 acres, more or less, located in Williamson County, Texas, being the "Additional Land" described in the Addendum 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 8.92 acres, more or less, , located in

Williamson County, Texas, being the "Additional Land" described in the Addendum and being more particularly shown and described in the Exhibit "B" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of December 3, 2015 and December 17, 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 15th day of October, 2015.

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

Exhibit "B"

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

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

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

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

WHEREAS, the subject property is the "Additional Land" described in the Addendum No. 1 to Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City of Leander (the "*City*") and Hanna/Magee L.P. #1, ("Hanna/Magee") recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas (the "Addendum"), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District (the "District") (the "Original Development Agreement");

WHEREAS, the Addendum and the Original Development Agreement provide for the construction of certain infrastructure to provide water and wastewater services to the subject property and certain other property described in the Original Development Agreement;

WHEREAS, such infrastructure and other existing infrastructure 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 other capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

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

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

A. Police protection as follows: Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows: Fire protection by the

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

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

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows: On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area and, until the zoning of the subject property is established by ordinance after annexation, the subject property shall be temporarily zoned "SFR-1-B"; provided that the subject property shall be entitled to developed in accordance with the land uses more specifically provided in the Addendum and Original Development Agreement. It is the City's intent to zone the subject property at the owner's request in a manner that is not inconsistent with such uses, as provided in the Addendum and Original Development Agreement. The Planning and Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

I. Library service: service by present personnel, equipment and facilities within the City.

J. Storm Water Management: Owner will provide a storm water system at its own expense, which will be inspected by City Engineers at the time of completion. The City will then maintain the storm water system upon acceptance by the City.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property and 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) The City intends to provide water services to the subject property pursuant to the

Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, the City will provide water service in accordance with the applicable rules and regulations for the provision of water service, water service will be by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the water lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 water 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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) The City intends to provide wastewater services to the subject property pursuant to the Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, wastewater service will be provided to the subject property, or applicable portions thereof, by the City in accordance the applicable ordinances, rules and regulations for the provision of wastewater service. The Owner shall construct the internal wastewater lines and pay the costs of line extension and construction of such facilities necessary to provide wastewater service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the wastewater lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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, subject to and except as provided within the terms, conditions, and requirements of the Addendum and Original Development Agreement, 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 subject property, provided that improvements may be required by the owner under the City Rules, as such term is defined in the Original Development Agreement.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None, except as provided in the Addendum and Original Development Agreement. Upon development of the subject property, save and except as

provided in the Addendum and Original Development Agreement, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the owner as provided in the Development Agreement.

(4) **Term.** If not previously expired, this Municipal Services 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 exhibits attached to the Annexation Ordinance to which this Municipal Services Plan is attached.

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

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

WHEREAS, the undersigned are the owners of a certain tract 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 subject property is the "Additional Land" described in the Addendum No. 1 to Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City of Leander (the "City") and Hanna/Magee L.P. #1, ("Hanna/Magee") recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas (the "Addendum"), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District (the "District") (the "Original Development Agreement");

WHEREAS, in accordance with the Addendum, Hanna/Magee agreed cause a petition requesting annexation of the subject property, which is intended to be developed as provided in the Addendum, by the 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; subject to the terms of the Addendum and the Original Development Agreement;

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 220.30 acres, more or less, located in Williamson County, Texas, and being more particularly 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" Municipal Services Plan, attached hereto as **Exhibit "B"** (proposed to be applicable to and adopted for the subject property), and that such "draft" Municipal Services 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 Services 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 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.

SECTION SIX: Nothing contained herein will diminish or amend any provision of the Addendum or the Original Development Agreement. If there is any conflict between the terms of the Addendum or the Original Development Agreement and this Request and Petition, the terms of the Addendum or Original Development Agreement, as applicable, shall control.

FILED, this 21st day of July 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

The remainder of this page has been left blank intentionally and the signature pages follow.

Petitioner:

Ernest Loyd Toungate

Earnest Loyd Toungate

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Earnest Loyd Toungate, an owner of the subject property and a Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he 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 17th day of July, 2015.

ANDREW C. FRIEDMANN
Notary Public, State of Texas
My Commission Expires
September 29, 2015

Notary Public - State of Texas

Mark Toungate

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Mark Toungate, heir-at-law of Lawrence Virgil Toungate, Jr. Deceased, an owner of the subject property and a Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he 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 19 day of July, 2015.

(SEAL)

JENNIFER LYNN WALDROP
Notary Public, State of Texas
My Commission Expires
April 26, 2017

Notary Public - State of Texas

Nancy Cheryl Toungate

Nancy Cheryl Toungate

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared **Nancy Cheryl Toungate**, heir-at-law of Lawrence Virgil Toungate, Jr. Deceased, an owner of the subject property and a Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind such entity and 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 19 day of July, 2015.

(SEAL)

Jennifer Lynn Waldrop

Notary Public - State of Texas

JENNIFER LYNN WALDROP
Notary Public, State of Texas
My Commission Expires
April 26, 2017

Laura Toungate

Laura Nicole Toungate

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared **Laura Nicole Toungate**, heir-at-law of Lawrence Virgil Toungate, Jr. Deceased, an owner of the subject property and a Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind such entity and 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 19 day of July, 2015.

(SEAL)

JENNIFER LYNN WALDROP
Notary Public, State of Texas
My Commission Expires
April 26, 2017

Jennifer Lynn Waldrop

Notary Public - State of Texas

Exhibit "B"

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

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

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

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

WHEREAS, the subject property is the "Additional Land" described in the Addendum No. 1 to Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City of Leander (the "*City*") and Hanna/Magee L.P. #1, ("Hanna/Magee") recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas (the "Addendum"), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District (the "District") (the "Original Development Agreement");

WHEREAS, the Addendum and the Original Development Agreement provide for the construction of certain infrastructure to provide water and wastewater services to the subject property and certain other property described in the Original Development Agreement;

WHEREAS, such infrastructure and other existing infrastructure 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 other capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

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

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

A. Police protection as follows: Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows: Fire protection by the

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

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

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows: On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area and, until the zoning of the subject property is established by ordinance after annexation, the subject property shall be temporarily zoned "SFR-1-B"; provided that the subject property shall be entitled to developed in accordance with the land uses more specifically provided in the Addendum and Original Development Agreement. It is the City's intent to zone the subject property at the owner's request in a manner that is not inconsistent with such uses, as provided in the Addendum and Original Development Agreement. The Planning and Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

I. Library service: service by present personnel, equipment and facilities within the City.

J. Storm Water Management: Owner will provide a storm water system at its own expense, which will be inspected by City Engineers at the time of completion. The City will then maintain the storm water system upon acceptance by the City.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property and 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) The City intends to provide water services to the subject property pursuant to the

Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, the City will provide water service in accordance with the applicable rules and regulations for the provision of water service, water service will be by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the water lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 water 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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) The City intends to provide wastewater services to the subject property pursuant to the Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, wastewater service will be provided to the subject property, or applicable portions thereof, by the City in accordance the applicable ordinances, rules and regulations for the provision of wastewater service. The Owner shall construct the internal wastewater lines and pay the costs of line extension and construction of such facilities necessary to provide wastewater service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the wastewater lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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, subject to and except as provided within the terms, conditions, and requirements of the Addendum and Original Development Agreement, 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 subject property, provided that improvements may be required by the owner under the City Rules, as such term is defined in the Original Development Agreement.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None, except as provided in the Addendum and Original Development Agreement. Upon development of the subject property, save and except as

provided in the Addendum and Original Development Agreement, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the owner as provided in the Development Agreement.

(4) **Term.** If not previously expired, this Municipal Services 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 exhibits attached to the Annexation Ordinance to which this Municipal Services Plan is attached.

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

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 a certain tract 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 subject property is proposed to be included in the "Additional Land" described in the proposed Amendment to Addendum No. 1 to Facilities Agreement and Addendum No. 1 to Development and Annexation Agreement, which is proposed to amend Addendum No. 1 to Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City of Leander (the "City") and Hanna/Magee L.P. #1, ("Hanna/Magee") recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas (as it may be amended, the "Addendum"), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District (the "District") (the "Original Development Agreement");

WHEREAS, in accordance with the Addendum, as it is proposed to be amended, Hanna/Magee agreed cause a petition requesting annexation of the subject property, which is intended to be developed as provided in the Addendum by the 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; subject to the terms of the Addendum and the Original Development Agreement;

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 8.92 acres, more or less, located in Williamson County, Texas, and being more particularly 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" Municipal Services Plan, attached hereto as **Exhibit "B"** (proposed to be applicable to and adopted for the subject property), and that such "draft" Municipal Services 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 Services 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 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.

SECTION SIX: Nothing contained herein will diminish or amend any provision of the Addendum or the Original Development Agreement. If there is any conflict between the terms of or the Original Development Agreement and this Request and Petition, the terms of the Addendumor Original Development Agreement, as applicable, shall control.

FILED, this 6th day of October 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

The remainder of this page has been left blank intentionally and the signature pages follow.

Petitioner:

Palmera Bluff Development, Inc., a Texas corporation

By: _____
Blake Magee, President

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Blake Magee, President of Palmera Bluff Development, Inc., the 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 he 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 6th day of October, 2015.

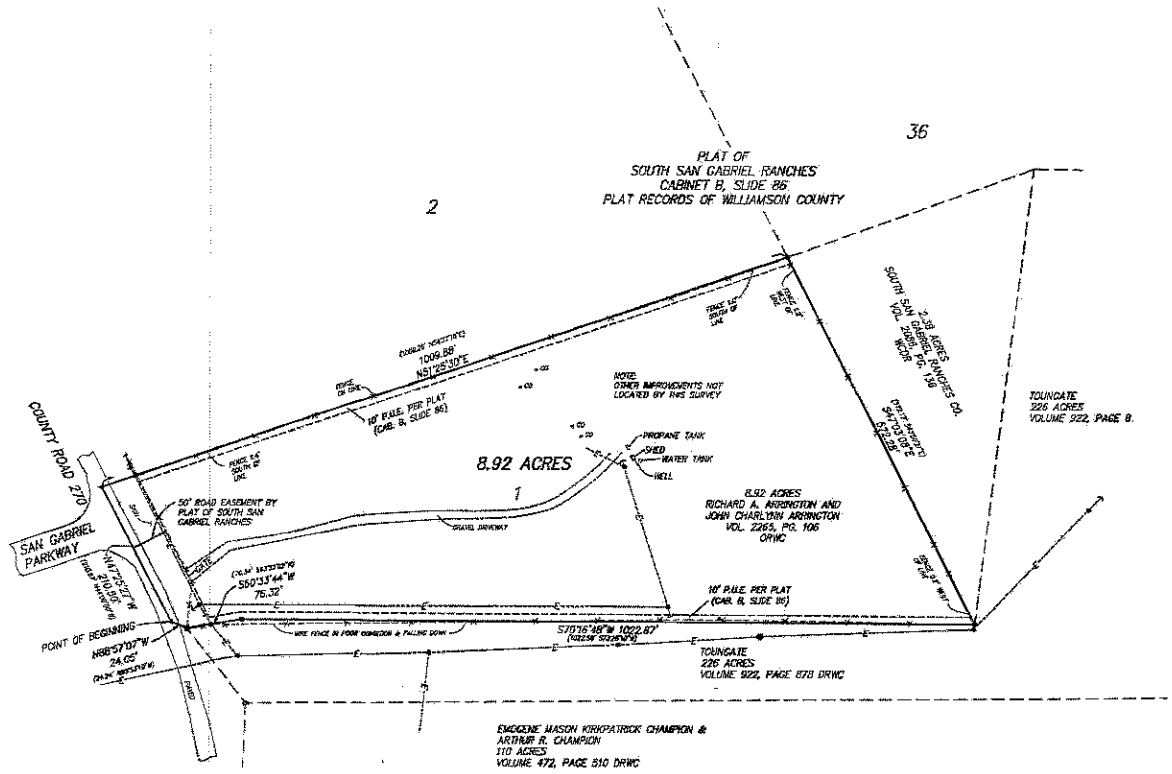
KAREN R. AYERS
Notary Public, State of Texas
My Commission Expires
May 15, 2018

_____
Notary Public - State of Texas

NOTE: Copyright - RJ Surveying & Associates, Inc. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted to or by any computer or other systems without the prior written permission of the surveyor. Copies of this plan without an original signature and seal are not valid.

SCALE: 1"=100'

0 100' 200' 300' 400'



LEGEND:

- ● = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ▲ = FOUND NAIL IN PAVING
- CO = SEPTIC SYSTEM CLEANOUT
- ● = POWER POLE
- ⊢● = POWER POLE WITH ANCHOR
- ——E—— = OVERHEAD POWER LINE
- —x—x—x— = WIRE FENCE

ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY
DRWC = DEED RECORDS OF WILLIAMSON COUNTY
OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:
THIS PARCEL IS DESCRIBED ON A SEPARATE ATTACHMENT
BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

EXCEPTIONS FROM COVERAGE LISTED IN THE COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE COMPANY FILE No. AUT15008516-REVISION A, EFFECTIVE DATE SEPTEMBER 2, 2015

RESTRICTIVE COVENANTS RECORDED IN VOLUME 769, PAGE 336 DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DO AFFECT THIS TRACT)

PUBLIC UTILITY EASEMENT GRANTED IN CABINET B, SLIDE 86, PRWC (DOES AFFECT THIS TRACT)

ROADWAY EASEMENT GRANTED IN CABINET B, SLIDE 86, PRWC (DOES AFFECT THIS TRACT)

ELECTRIC EASEMENT GRANTED IN VOLUME 518, PAGE 545 DRWC (DOES NOT AFFECT THIS TRACT)

AFFIDAVIT RECORDED IN VOLUME 2265, PAGE 118, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (DOES AFFECT THIS TRACT)

INTEREST IN AND TO OIL, GAS AND OTHER MINERALS AND/OR ROYALTIES IN VOLUME 512, PAGE 612, DEED RECORDS OF WILLIAMSON COUNTY (DOES AFFECT THIS TRACT)

INTEREST IN AND TO OIL, GAS AND OTHER MINERALS AND/OR ROYALTIES IN VOLUME 587, PAGE 308, DEED RECORDS OF WILLIAMSON COUNTY (DOES AFFECT THIS TRACT)

CERTIFICATION:

THIS IS TO CERTIFY THAT THE BOUNDARY IS IN CONFORMANCE WITH THE GENERAL RULES AND PROCEDURES SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND IS TO THE POSITIONAL TOLERANCES REQUIRED FOR SURVEYS WITHIN INCORPORATED AREAS AND MEETS THE REQUIREMENTS OF A CATEGORY 1A, CONDITION I, SURVEY AS DEFINED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS PREPARED BY THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS

STATE OF TEXAS REGISTERED JOHN KENNETH WIZGARD 5741 PROFESSIONAL LAND SURVEYOR

J. Kenneth Wizgard Sept. 25, 2015
J. KENNETH WIZGARD
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5741
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
F-10015400 (512) 836-4793 FAX: (512) 836-4817

DATE: 9-14-2015		SCALE: 1" = 100'
F BOOK: 812, PG 25		JOB NO.: 2247

S:\AUG2015-2250\2247\dwg\2947-SURVEYPLAN.dwg 9/25/2015 11:30:14 AM CDT

Exhibit "B"

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

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

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

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

WHEREAS, the subject property is the "Additional Land" included in the Addendum No. 1 to Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City of Leander (the "*City*") and Hanna/Magee L.P. #1, ("Hanna/Magee") recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas, pursuant to proposed Amendment to Addendum No. 1 to Facilities Agreement and Addendum No. 1 to Development and Annexation Agreement (the "Addendum"),, which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District (the "District") (the "Original Development Agreement");

WHEREAS, the Addendum and the Original Development Agreement provide for the construction of certain infrastructure to provide water and wastewater services to the subject property and certain other property described in the Original Development Agreement;

WHEREAS, such infrastructure and other existing infrastructure 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 other capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

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

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

A. Police protection as follows: Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

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

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

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows: On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area and, until the zoning of the subject property is established by ordinance after annexation, the subject property shall be temporarily zoned "SFR-1-B"; provided that the subject property shall be entitled to developed in accordance with the land uses more specifically provided in the Addendum and Original Development Agreement. It is the City's intent to zone the subject property at the owner's request in a manner that is not inconsistent with such uses, as provided in the Addendum and Original Development Agreement. The Planning and Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

I. Library service: service by present personnel, equipment and facilities within the City.

J. Storm Water Management: Owner will provide a storm water system at its own expense, which will be inspected by City Engineers at the time of completion. The City will then maintain the storm water system upon acceptance by the City.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property and 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) The City intends to provide water services to the subject property pursuant to the Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, the City will provide water service in accordance with the applicable rules and regulations for the provision of water service, water service will be by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the water lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 water 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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) The City intends to provide wastewater services to the subject property pursuant to the Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, wastewater service will be provided to the subject property, or applicable portions thereof, by the City in accordance the applicable ordinances, rules and regulations for the provision of wastewater service. The Owner shall construct the internal wastewater lines and pay the costs of line extension and construction of such facilities necessary to provide wastewater service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the wastewater lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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, subject to and except as provided within the terms, conditions, and requirements of the Addendum and Original Development Agreement, 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 subject property, provided that improvements may be required by the owner under the City Rules, as such term is defined in the Original Development Agreement.

(3) **Capital Improvements.** Construction of the following capital improvements shall be

initiated after the effective date of the annexation: None, except as provided in the Addendum and Original Development Agreement. Upon development of the subject property, save and except as provided in the Addendum and Original Development Agreement, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the owner as provided in the Development Agreement.

(4) **Term.** If not previously expired, this Municipal Services 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 exhibits attached to the Annexation Ordinance to which this Municipal Services Plan is attached.

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

AGENDA ITEM # 8

Executive Summary

January 21, 2016

Agenda Subject: Second reading of an ordinance annexing 37.079 acres, more or less, of land generally located west of Ronald Reagan Blvd. and north of the South San Gabriel River in Williamson County, Texas.

Background: The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its October 15, 2015 meeting. The property includes approximately 37.079 acres on the west side of Ronald Reagan Blvd just north of the South San Gabriel River. The resolution set the two public hearings for December 3, 2015 and December 17, 2015. This is the second and final reading of the ordinance.

This is a voluntary annexation.

Origination: Applicants

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

Attachments:

1. Annexation ordinance
2. Annexation schedule
3. Location maps
4. Annexation resolution and service plan
5. Annexation petition

Prepared by: Tom Yantis, AICP
Assistant City Manager

1/13/2016

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 37.079 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

> All those certain tracts or parcels of land being 37.079 acres, more or less, situated in the Henry Garmes Survey, Abstract No. 269, located in Williamson County, Texas, to include tracts of land identified by Williamson County Appraisal District Property ID's: R497583 and R473803 and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all

purposes.

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

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

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

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

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

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

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

PASSED AND APPROVED on First Reading this 7th day of January, 2016.

FINALLY PASSED AND APPROVED on this 21st day of January, 2016.

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

Exhibit "B"

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

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for 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.

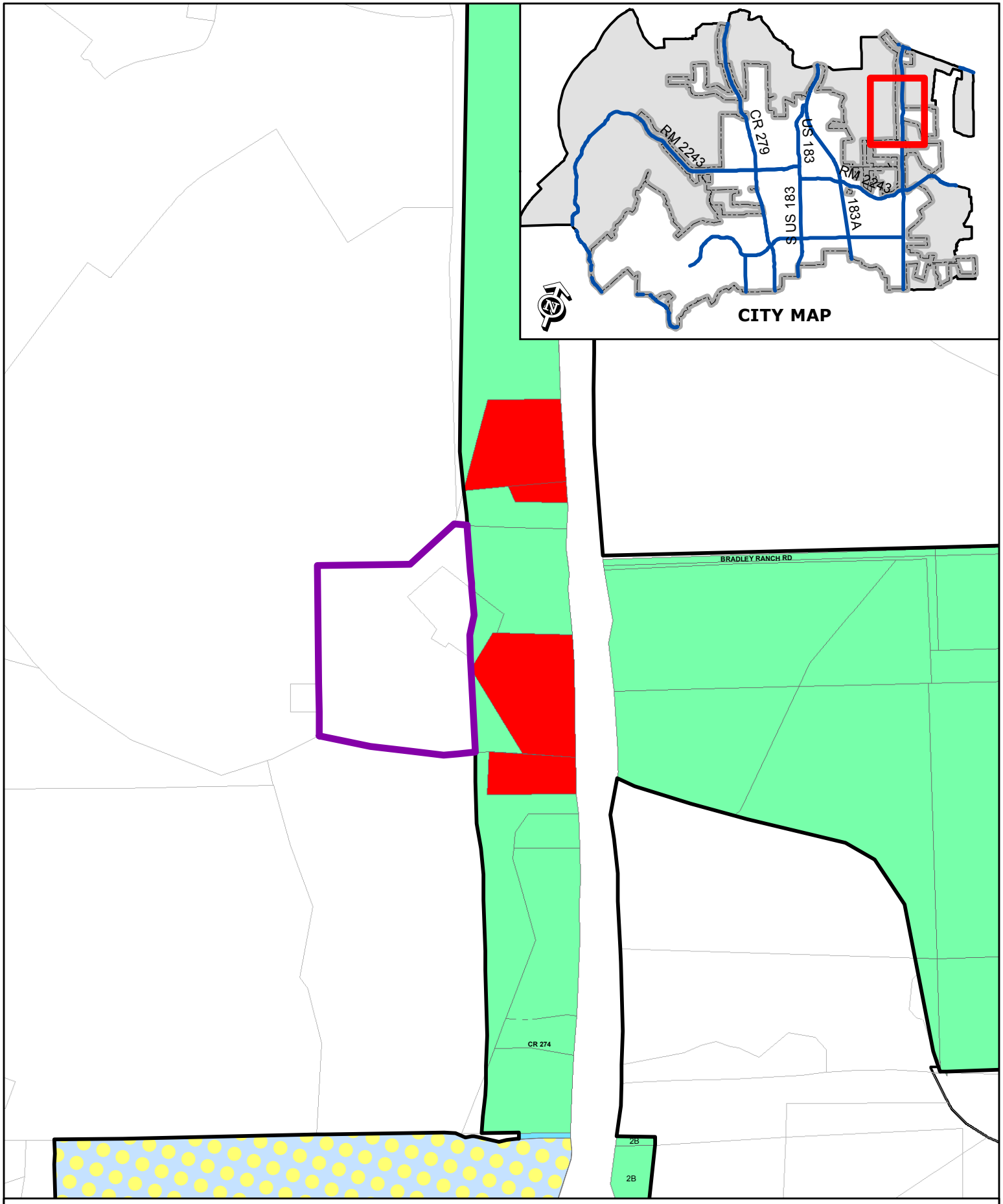
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(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
TOUNGATE / PALMERA BLUFF +/- 220.30 Acres, VALLEY VISTA AND CR 269

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 15, 2015	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **December 3, 2015 and December 17 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 November 2, 2015	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
November 18, 2015** Publish notice of First Public Hearing and send school district notice **December 2, 2015**** Publish notice of Second Public Hearing	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
December 3, 2015*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
December 17, 2015*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **January 7, 2016***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
January 21, 2016; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

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



ANNEXATION 15-A-004

Valley Vista Annexation

Subject Property

0 200

Feet

RESOLUTION NO. 15-019-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 37.079 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 properties located within Williamson County, Texas, has petitioned the City of Leander, Texas, (herein the "City"), a home-rule City, for annexation of said properties, 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 subject 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", are hereby accepted:

> All those certain tracts or parcels of land being 37.079 acres, more or less, situated in the Henry Garmes Survey, Abstract No. 269, located in Williamson County, Texas, to include tracts of land identified by Williamson County Appraisal District Property ID's: R497583 and R473803 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 December 3, 2015 and December 17, 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. In the event of a conflict between the subject property descriptions contained herein, Exhibit "A" shall control.

Section 3. <u>Severability</u>. 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. <u>Open Meetings</u>. 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 15th day of October, 2015.

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

Exhibit "B"

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

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for 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.

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 those certain tracts or parcels of land being 37.079 acres, more or less, situated in the Henry Garmes Survey, Abstract No. 269, located in Williamson County, Texas, to include tracts of land identified by Williamson County Appraisal District Property ID's: R497583 and R473803 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 15th day of October 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner

By: Robert E. Tesch
Name: Robert E. Tesch
Title: Owner

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 Robert E. Tesch, 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 he had authority to bind the subject property and that he 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 15th day of October 2015.

(SEAL)

Ellen Pizalato
Notary Public - State of Texas

ELLEN PIZALATE
MY COMMISSION EXPIRES
September 20, 2018

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.

AGENDA ITEM # 9

Executive Summary

January 21, 2016

Council Agenda Subject: Consider Acceptance of North Creek Commercial Park Wastewater System Improvements

Background: The commercial infrastructure improvements required for North Creek Commercial Park Wastewater, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on January 21, 2016, which will provide warranty and maintenance coverage for the infrastructure improvements through January 21, 2018. 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.

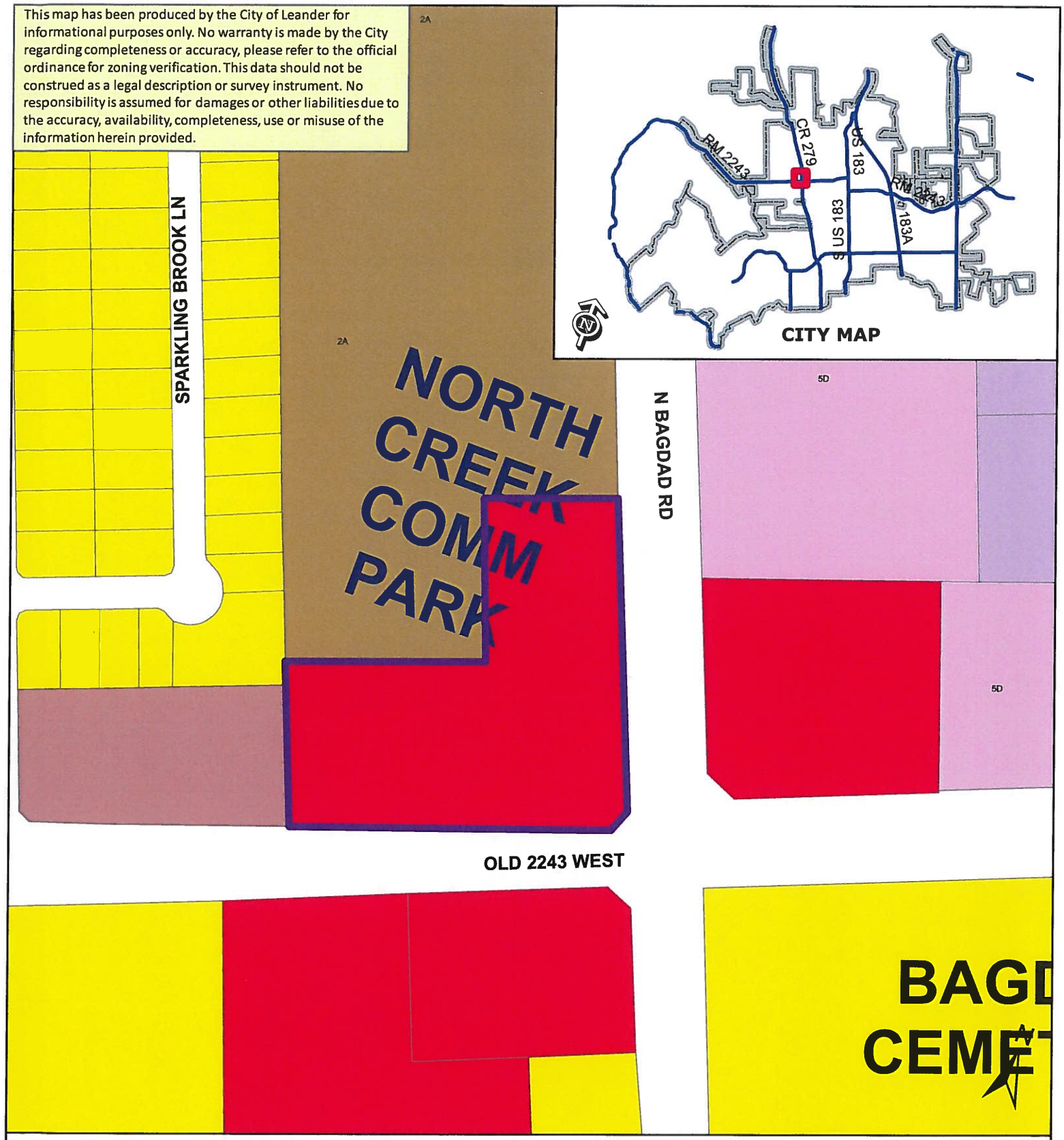
Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the commercial infrastructure improvements for North Creek Commercial Park

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

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



SITE DEVELOPMENT ACCEPTANCE

Location Map - North Creek Commercial

Area For Acceptance

City Limits

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

0 200 Feet

ENGINEER'S CONCURRENCE LETTER
OF
PROJECT COMPLETION

Date: **December 22, 2015**

Project Name: **North Creek Commercial Park**
Wastewater System Improvements

Owner: **City of Leander**

Contractor: **Joe Bland Construction L.P.**

Engineer: **Haynie Consulting, Inc.**

I, Tim Haynie, P.E., the undersigned engineer, made a final visual inspection of the above referenced project and observed that the construction was in general accordance with the approved plans, with insignificant deviation, and therefore verify the adequate completion of the items associated with the project.

By: _____ Date: 22-DEC-2015
Tim Haynie, P.E. No. 91819

Haynie Consulting, Inc. F-2411

STATE OF TEXAS
TIM HAYNIE
91819
LICENSED
PROFESSIONAL ENGINEER

MAINTENANCE BOND
Subdivision Improvements
Bond No. 4403178

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Joe Bland Construction, L.P. as Principal, whose address is 13111 Dessau Road, Austin, Texas 78754 and Suretec Insurance Company a Corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Thirty Thousand Two Hundred Fifty and 60/100's Dollars ($30,250.60) 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 North Creek Commercial Park Detention & Drainage Improvements; Wastewater System Improvements (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the two year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of two (2) 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

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

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

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of two (2) years after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 1st day of December, 2015.

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

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

Ballew Surety Agency, Inc., David S. Ballew

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

(Seal)

POA #: 4221356

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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

David S. Ballew

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

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

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

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

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

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

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

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

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

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

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

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

Given under my hand and the seal of said Company at Houston, Texas this 1st day of December, 2015, A.D.

_____
M. Brent Beaty, Assistant Secretary

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

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

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

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

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

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

Terrorism Risks Exclusion

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

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

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

NORTH CREEK COMMERCIAL PARK

WASTEWATER SYSTEM IMPROVEMENTS

VALUE OF IMPROVEMENTS

STREETS

NONE

DRAINAGE

NONE

WATER

NONE

WASTEWATER

WW EROSION CONTROL	$	1,000.00
PREP WW EASEMENT	$	1,700.00
REMOVE WW LINE	$	13,500.00
12" WW LINE	$	32,860.00
WWMH	$	12,500.00
WW PUMP AROUND	$	4,000.00
WW MH COATING	$	5,000.00
TOPSOIL EASEMENT	$	1,700.00
REVEG EASEMENT	$	1,700.00
TEST WW LINE	$	500.00
ADJUST MH	$	2,500.00
TRENCH SAFETY	$	1,240.00
	$	**78,200.00**

STATE OF TEXAS
TIM HAYNIE
91819
LICENSED
PROFESSIONAL ENGINEER

07-JAN-2016

HAYNIE CONSULTING, INC. F 2411

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF

Date: 11-30-15

Developer: Bruce Nakfoor

Contractor/Material Provider ("Affiant"): Joe Bland Construction, LP

Project : North Creek Commercial Park Detention Pond & Drainage Imp Wastewater System Improvements

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 30 day of Nov, 2015

AFFIANT:

Signature: _____

Typed Name: Kyle Klussmann

Title: Proj Mngr

STATE OF TEXAS

COUNTY OF Travis

BEFORE ME the undersigned authority on this day personally appeared Kyle Klussmann, 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 30 day of Nov 2015

[S E A L]

_____
Notary in and for the State of Texas

Name: Lea Harper

My commission expires: 3-14-2017

LEA HARPER
Notary Public, State of Texas
My Commission Expires
March 14, 2017

Executive Summary

January 21, 2016

Council Agenda Subject: Consider Acceptance of NWC Crystal Falls at 183A – Water Wastewater Mains – Phase One

Background: The commercial infrastructure improvements required for NWC Crystal Falls at 183A for water and wastewater, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on January 21, 2016, which will provide warranty and maintenance coverage for the infrastructure improvements through January 21, 2018. 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.

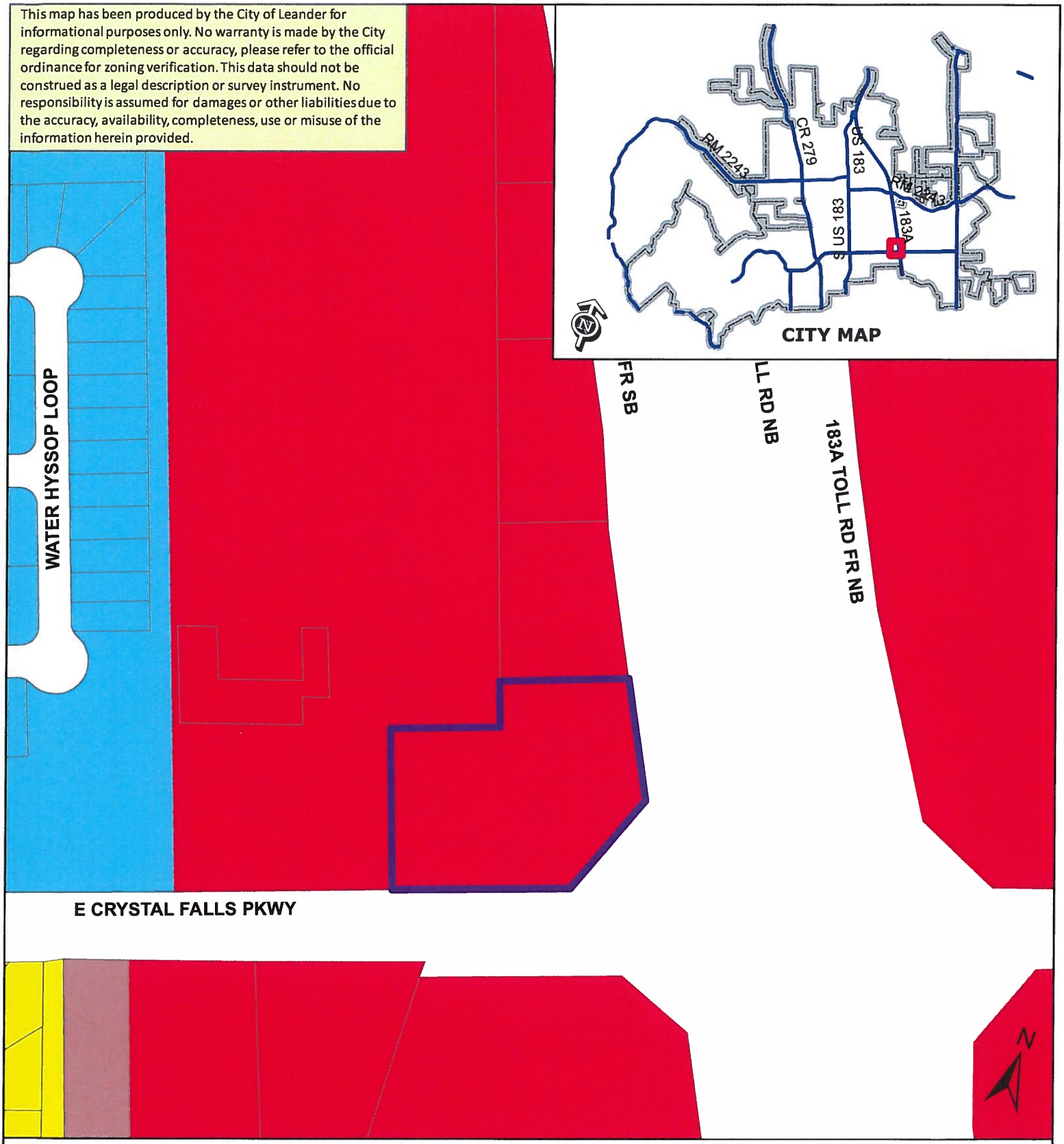
Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the commercial infrastructure improvements for NWC Crystal Falls at 183A – Water Wastewater Mains – Phase One

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

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



SITE DEVELOPMENT ACCEPTANCE

Location Map - NW Corner of 183A and ECF Pkwy

Area For Acceptance

City Limits

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

0 200 Feet

LONGARO & CLARKE
Consulting Engineers
TBPE Reg. No. F-544
3839 Bee Cave Road, Suite 150 Austin, Texas 78746 Tel: (512) 306-0228 Fax: (512) 306-0338

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: NWC Crystal Falls at 183A – Water Wastewater Mains - Phase One

SCOPE OF WORK: W_____ WW xx S/D_____ ALL_____

OWNER/DEVELOPER'S NAME AND ADDRESS

Mr. John Lewis
Leander 70 Partners, Ltd.
3839 Bee Cave Road, Ste 200
Austin, Texas 78746

CONSULTANT ENGINEER'S NAME AND ADDRESS

Longaro & Clarke, LP
T W Hoysa, P.E.
3839 Bee Cave Road, Ste 150
Austin, Texas 78746

On this day, I, the undersigned Professional Engineer, or my representative, made a visual inspection of the above referenced project. Based on the site visit, all improvements for NWC Crystal Falls at 183A – Water and Wastewater Mains – Phase One have been completed in substantial conformance with the approved plans. No deficiencies in construction were visible or brought to my attention 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 and the Design Engineer:

1. No punchlist items.

STATE OF TEXAS
T. W. HOYSA
100072
LICENSED PROFESSIONAL ENGINEER
10/19/15

Signature

October 17, 2015
Date

100072
Texas Registration Number

cc: John Lewis, Leander 70 Partners, Ltd.
Milton Kokel, City of Leander
Wayne Watts, PE, City of Leander
Chris Brzozowski, Weaver and Jacobs

G:\121-23\DOCS\121-23 Engineer's Concurrence Letter W and WW Mains.doc

MAINTENANCE BOND
Subdivision Improvements

BOND # MNT9185787

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Weaver & Jacobs Constructors, Inc. as Principal, whose address is 301 Cooperative Way, Cuero, TX 77954 and Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Fifteen Thousand Two Hundred Forty and No Cents Dollars ($ 15,240.00 - - - - - - -) 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 Lonestar Bank - Water and Wastewater Mains (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 2nd day of November, 2015.

Weaver & Jacobs Constructors, Inc.	Colonial American Casualty and Surety Company
Principal	Surety
By:	By:
Title:	Title: Debra Lee Moon, Attorney-in-Fact
Address: 301 Cooperative Way	Address: 1400 American Lane, Tower I, 18th Floor
Cuero, TX 77954	Schaumburg, IL 60196

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

Mullis Newby Hurst, LP

5057 Keller Springs Rd #400, Addison, TX 75001

(Seal)

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sammy Joe MULLIS, JR., John William NEWBY, Wilbert Raymond WATSON, Carolyn J. GOODENOUGH, Sandra Lee RONEY, Debra Lee MOON and Andrea Rose CRAWFORD, all of Addison, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of September, A.D. 2014.

ATTEST:

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

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 12th day of September, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

_____
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 168-0016B

Fidelity and Deposit Companies
Home Office: 1400 American Lane Schaumburg, IL 60196

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-654-5155

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

WEAVER & JACOBS
CONSTRUCTORS, INC.

October 8, 2014

Douglas W. Kuenstler
Lone Star Bank
109 Cypress Creek Road, Suite 109
Cedar Park, TX 78613

RE: Lone Star Bank – Leander, TX Utility Improvements

Please accept this letter and the attached as our formal proposal to provide and install all materials necessary to complete Phase I of the utility improvements scope of work as defined by plans prepared by Longaro & Clark Consulting Engineers and approved by the City of Leander dated September 20, 2013. For clarification purposes, Phase I includes extension to the existing water and wastewater utility mains as noted on the attached diagrams, inside of the red clouded lines. Our scope of work does not include any portion of work shown or described outside of these lines.

Water/Wastewater Extensions	$142,800.00
Overhead and Profit	$9,600.00
Total Cost of Work	$152,400.00

We appreciate the opportunity to provide you with a cost proposal for this work and hope that you consider us when awarding the project. If you should have any questions please feel free to contact me at anytime.

Respectfully,
Weaver & Jacobs Constructors

Chris Brzozowski
Project Manager

F-544
STATE OF TEXAS
T. W. HOYSA
100072
LICENSED
PROFESSIONAL ENGINEER
1/12/16

301 Cooperative Way Cuero, TX 77954
Telephone: 361-277-9300 • Fax: 361-277-9274

Leander Bank

WATER

1	ea	Connect to Existing Line	2200	2200
1	ls	Valves	8200	8200
1	ls	Bends	2200	2200
1	ls	restraint	2400	2400
1	ls	Fire Hydrant Assembly	8800	8800
1	ea	8" Stub with Tee and Valve	1900	1900
400	lf	12" Water	93	37200
400	lf	Trench Excavation	28	11200
		Trench Protection		
		Bedding		
		Backfill		
		Hauloff		
		Labor		
		Equipment		
		Overhead & Profit		
			water	74100

SEWER

1	ea	Connect to Existing MH (deep)	2200	2200
3	ea	Install New MH (deep)	6200	18600
1	ls	Manhole Coating	7000	7000
1	ls	Cleanout	900	900
400	lf	8" Sewer (deep)	70	28000
400	lf	Trench Excavation (deep) (rock)	30	12000
		Trench Protection		
		Bedding		
		Backfill		
		Hauloff		
		Labor		
		Equipment		
		Overhead & Profit		
			sewer	68700

$142,800.00

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS '
COUNTY OF DEWITT '

Date: November 5, 2015

Developer: South Star Bank, SSB

Contractor/Material
Provider ("Affiant"): Weaver & Jacobs Constructors, Inc.

Project : NWC Crystal Falls at 183 A – Water and Wastewater Mains

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 5 day of Nov, 2015.

Initialed: B3

Updated 10.20.14

AFFIANT:

Signature: _____

Typed Name: Chris Brzozowski

Title: Project Manager

STATE OF TEXAS '
'
COUNTY OF Dewitt '

BEFORE ME the undersigned authority on this day personally appeared Chris Brzozowski, 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 5 day of Nov, 2015.

_____

Notary in and for the State of Texas

Name: Miranda Wenske

My commission expires: 11/22/18

MIRANDA WENSKE
Notary Public
State of Texas
Comm. Expires 11/22/2018

Initialed: BZ

Executive Summary

January 21, 2016

Council Agenda Subject: Consider award of agreement for Architectural and Engineering Services to Brinkley Sargent Wiginton to design a more secure sally port and parking lot revisions for the Police Department

Background: Additional security is needed for offenders being transferred from a police vehicle into the police station. This transfer area is called a sally port and is defined as a secure, controlled entryway. This physical renovation to the police station may cause need for parking lot modifications as the site is evaluated.

A Police Department space planning and feasibility study was concluded in February of 2015 by Wiginton Hooker Jeffrey Architects. That study included a recommendation for a renovated and more secure sally port. Staff agrees with this recommendation and is seeking approval to move forward with the design of the project.

Once designed, provided funding is approved, the City plans to bid the renovation and move forward with the construction of the project.

The architectural firm merged with another in late 2015 to create Brinkley Sargent Wiginton. The design team assigned to the City of Leander remains the same.

If approved, the City will not need to review its curfew ordinance for another three years.

Origination: Greg Minton, Chief of Police

Financial Consideration: Funds are budgeted in the 15/16 Budget in account #40-04-8402.

Recommendation: Staff respectfully recommends that the Council award an agreement to Brinkley Sargent Wiginton for this project in the amount of $68,000.

Attachments: AIA Document B101-2007 – Standard Form of Agreement Between Owner and Architect

Prepared by: Greg Minton, Chief of Police

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of September in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Leander
200 W. Willis
Leander, TX 78641
Telephone Number: 512-528-2700

and the Architect:
(Name, legal status, address and other information)

Brinkley Sargent Wiginton Architects
611 South Congress Ave.
Suite 225
Austin, Texas 78704
Telephone Number: 512-610-4700
Fax Number: 512-610-4703

for the following Project:
(Name, location and detailed description)

Leander Police Sally Port
City of Leander Police Station
705 Leander Drive
Leander, Texas 78641
The project generally consists of demo and new construction of the sally port and other building and site modifications.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1, Initial Information:

The project consists of replacing the existing open air, chain link sally port with an enclosed block structure, relocation of power to the building, moving existing HVAC units to the sally port roof, making the inmate entrance accessible, additional public and secure parking for staff, replacement of three existing swing gates with sliding barrier gates, additional security fencing, replacement of stationary cameras with PTZs, additional security cameras, and detention pond, if necessary.

The Budget for the Cost of the Work is approximately $400,000 for work associated with the sally port (relocation of power and HVAC units, accessible entrance) and an additional $600,300 to do the full scope as defined above.

The anticipated Delivery Method is Competitive Sealed Proposals

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Five months from Notice to Proceed with Design

.2 Substantial Completion date:

Six months after Award and issuance of Notice to Proceed to Contractor

Init. /

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§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect and Architect's Consultants shall perform its services consistent with the professional skill and care ordinarily provided by architects and other consultants practicing in the same or similar locality under the same or similar circumstances. Neither the law nor the ordinary and reasonable standard of care places the burden of perfect performance of professional services on the Architect or Architect's Consultants. The Owner acknowledges that this design effort is a unique one-time creative endeavor that does not have the benefit of testing, that some level of imperfection must be expected, that the construction documents may contain errors and omissions, and that the missing and corrective information shall be developed during the construction process. When an error or omission is discovered, the Architect or Architect's Consultants shall provide all necessary design services and documentation for corrective action at no cost to the Owner. The Architect and Consultants shall perform services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000 each occurrence.

.2 Automobile Liability

$1,000,000 single limit

.3 Workers' Compensation

$500,000 each accident

.4 Professional Liability

$1,000,000
The claims made for Professional Liability insurance coverage is the total aggregate limit for all claims presented with the annual policy period and is subject to a deductible.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic/Design Development Documents for the Owner's approval. The Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of perspective sketches or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. These Documents may contain inconsistencies and omissions inherent to the Design and Construction Process. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Architect and his Engineers shall not be required to furnish or pay for Construction Materials and Labor not contained within the Construction Documents whether these items were an omission or added during Construction.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment or six (6) months after the start of Construction, whichever occurs first.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

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entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6 Building information modeling	Architect	See 4.2 below.
(Row deleted)		
§ 4.1.7 Civil engineering	Architect	See 4.2 below.
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	
§ 4.1.28 Topographic & Tree Survey	Architect	See 4.2 below.
§ 4.1.29 Detention Plan (if needed)	Architect	See 4.2 below.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Item 4.1.6 – Building Information Modeling: The Architect may, at their sole discretion, utilize BIM while fulfilling their scope of services

Item 4.1.7 – Civil Engineering – Reference attached Exhibit A, Consultant Proposal, dated 4-16-2014

Item 4.1.28 – Topographic & Tree Survey – Reference attached Exhibit A, Consultant Proposal, dated 4-16-2014

Item 4.1.29 – Detention Plan – Reference attached Exhibit A, Consultant Proposal, dated 4-16-2014.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

(Paragraph deleted)

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

.12 Attending more than four (4) Owner meetings during Design.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; "Extensive Number" shall be defined as more than 2 claims;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Four (4) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Fourteen (14) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. In addition, Services provided by the Architect under Article 3.6 "Construction

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Phase Services" are based upon a six (6) month Construction Phase and a total of four (4) site visits. Should the Architect be required to provide services beyond this timeframe or quantity of trips, the Architect shall be compensated in accordance with Article 4.3 for these Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect prior to or after bidding and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Paragraph deleted.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as subject to Chapter 552 of the Texas Government Code.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

A stipulated fee of $44,000.

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§ **11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Item Number	Service		Fee
Item 4.1.7	Civil Engineering Services	$	16,000
Item 4.1.28	Topographic & Tree Survey Services	$	5,500
Item 4.1.29	Detention Plan (if required)	$	2,500
	Total Additional Services	$	24,000

§ **11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

On a mutually agreeable stipulated sum; or failing this on an hourly basis at the Architect's normal billing rates for each staff member performing the services.

§ **11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Thirty percent (30.00%)

§ **11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic/Design Development Phase	Thirty-five	percent (	35	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ **11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ **11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(Paragraphs deleted)

Employee or Category	Rate
Sr. Principal	$250
Principal	$200
Sr. Project Manager	$150
Project Manager	$125
Sr. Project Designer	$150
Project Designer	$125
Sr. Const. Administrator	$135
Construction Administrator	$75
Project Architect/Coordinator	$110

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User Notes:

Intern/CADD Operator 3	$90
Intern/CADD Operator 2	$80
Intern/CADD Operator 1	$70
Specification Writer	$100
Clerical	$65

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- **.3** Fees paid for securing approval of authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, standard form documents;
- **.5** Postage, handling and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- **.8** Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses; and
- **.11** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00%) of the expenses incurred. Reimbursable budget shall be not to exceed $1,000 without approval from owner. Additional site visits shall be $750 each.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

On a mutually agreeable stipulated sum.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12.00% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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User Notes:

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None at this time.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 Item Deleted

.3 Other documents:
(List other documents, if any, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Civil Consultant Proposal dated 4-16-2014

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
Kent Cagle, City Manager	Don Greer, AIA, Vice President
(Printed name and title)	*(Printed name and title)*

Init.

/

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User Notes:
(1111845703)

LOCKWOOD ENGINEERS, INC.
CIVIL ENGINEERING & PLANNING
512.260.9100

April 16, 2014

Don Greer
Brinkley Sargent Wiginton Architects
611 South Congress, Suite 255
Austin, Texas 78704
Email: dgreer@bsw-architects.com
Phone: (972).960.9970

Subject: Engineering Services for Leander Public Safety Building Parking Improvements
705 Leander Dr., Leander, Texas
Lot 24 & 25 Block A, Leander Heights Section Three, Leander, Texas

Dear Mr. Greer

Lockwood Engineers, Inc. ("LEI") is pleased to present this proposal for engineering services on the subject lots as follows:

PROJECT DESCRIPTION

This project consists of work on two lots. The eastern portion of the lots were redeveloped in 2006 and are currently functioning as the Leander Police Station. The Fire Station was constructed on the western portion of the lots. The intent of this development is to address future parking and security needs. This will include the demo of existing paving and installation of a new parking lot to the northeast, restriping the parking to the east, an additional 8 spots on the existing public parking area on the southeast side and the installation of a Sally Port (secure entryway) at the building in the center of the project. The gates will be modified and require coordination. There will be no new infrastructure brought to the site.

LEI will coordinate the design with Brinkley Sargent Wiginton Architects and submit a Schematic Design (SD) set for review, Permit Set for permitting and a final Approved Set for construction.

TOPOGRAPHIC & TREE SURVEY (Sub-contracted to Landesign Services, Inc.)

Final Product will include 1' contours, spot elevations, location of all improvements, and 8" in diameter and larger trees. Trees located will be tagged, identified and sized at 4.5' above natural ground. Critical Root Zones of trees will be drawn based on City of Austin standards. Manholes that are accessible will show pipes sizes and flowline elevations. Limits of survey will extend to centerline of Leander Drive and to the red line as outlined on Exhibit "C". Boundary lines will be shown based on record information and enough field located monuments to reasonably place the boundary line relative to the improvements on site. These record boundary lines and monuments located will not be construed as a boundary survey.

SITE PLAN

Prepare a site plan based upon the site layout plan provided by the Client's architect/builder. The site plan will consist of the following sheets:

Cover Sheet
General Notes
Existing Conditions and Demolition Plan
Site Layout Plan
Grading Plan
Drainage Area Map and Plan
Erosion & Sedimentation Control Plan
Utility as built Plan
Construction Details
Copy of Plat

Prepare a City of Leander site development permit application with all necessary documents and check list. Submit the site plan to the City of Leander and process it to approval.

Prepare a quantity take off of proposed improvements for contractors to utilize for bidding purposes. Review bids and provide general guidance as needed to Client.

CONSTRUCTION PHASE SERVICES

Attend a pre-construction meeting. Interpret the site plan drawings as needed. Visit the site two times per month during the site plan portion of construction to observe the site improvements. Perform a final observation and review of the work. Prepare a punch list at the end of construction. Prepare a concurrence letter for the site plan upon completion of all work. Assist the client in obtaining City of Leander approval of the site plan.

EDWARDS AQUIFER CONTRIBUTING ZONE PLAN

This project is located within the Contributing Zone of the North Edwards Aquifer. It will disturb less than 5 acres of land and increase impervious cover very little if at all over the original development. We do not consider it part of the larger development, therefore, we think that is exempt from the requirements of the Edwards Aquifer rules as regulated by TCEQ. A Contributing Zone plan is not included in this proposal.

SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES

1) Edwards Aquifer Contributing Zone Plan
2) Existing impervious cover includes buildings that have recently been removed
3) Detention pond design is not included in this proposal. If the drainage calculations show an increase requiring detention we can provide design for that as an additional service of $2,500.

4) Water and wastewater connection/tap and fire line plans
5) Assumes discussed layout provides required Fire access (150' from all points of the buildings).
6) Variances of any kind to City of Leander rules & regulations.
7) Geotechnical investigations.
8) Surveying services of any kind (except as listed herein).
9) Revisions to site plan after City approval
10) Services of any kind to prepare easements.

FEES

AS-BUILT, TOPOGRAPHIC & TREE SURVEY (LandDesign)	$ 5,500
SITE PLAN	$ 14,000
CONSTRUCTION PHASE SERVICES	$ 2,000

HOURLY RATES

The following hourly rates will be used as applicable.

RPE (principal)	$220/hour
RPE (staff)	$160/hour
Eng. Tech/CAD	$100/hour
Computer Aided Draftsperson	$ 80/hour
Clerical	$ 50/hour

INVOICING

All work invoiced in a month will be paid by the 10th of the following month.

The fees contained within this proposal will remain in effect until March 31, 2016, at which time they may, at the engineer's option, be revised. If the above scope of services and fees are acceptable, please sign below and on page 6 and this shall serve as our engineering services agreement and notice to proceed for this project.

Sincerely,

LOCKWOOD ENGINEERS, INC.
Anthony H. Goode, P.E., Vice President
TBPE Registered Firm No. F-2613

AGENDA ITEM # 12

Executive Summary

January 21, 2016

Council Agenda Subject: Consideration of primary and secondary award of contract for Park and Municipal Property Landscape Maintenance and Mowing

Background: Six bids were received and opened on December 10, 2016 for Park and Municipal Property Landscape Maintenance and Mowing.

Integrated Environmental was the lowest, qualified bidder at $60,275. The second lowest qualified bidder was International Building Services at $61,313.

Staff respectfully recommends that the award be structured for a primary and secondary vendor. This award structure protects the City in the event that the primary vendor cannot provide services temporarily or permanently for an unforeseen reason.

Financial Consideration: Funds are budgeted in the amount of $88,210 in the Parks and Recreation General Fund, Contract Services Mowing, GL# 01-23-5612.

Recommendation: Staff requests Council approve a primary award to Integrated Environmental in the amount of $60,275 and a secondary award to International Building Services, to be used only if needed, in the amount of $61,313, and authorize the City Manager to sign the contracts.

Attachments: Bid Tabulation Form; Purchasing Agent Recommendation Memo

Prepared by: Steve Bosak, Parks and Recreation Director
Joy Simonton, Purchasing Agent

City of Leander

INTEROFFICE MEMO

DATE: January 12, 2016

TO: Steve Bosak

FROM: Joy Simonton

RE: Recommendation for Award for Solicitation #S16-009; Parks and Municipal Property Landscape Maintenance and Mowing

---

The Purchasing Division recommends a primary and secondary award structure for the specified services to mitigate a delay in services should the primary vendor be unavailable temporarily or permanently.

The recommended award structure is as follows in accordance with the city's solicitation process:

- Integrated Environmental for a 12-month agreement with three (3) 12-month renewals. Annual contract price $60,275.
- International Building Services for a 12-month agreement, as needed, with three (3) 12-month renewals. Annual contract price $61,313.

Six (6) responses were received. Four (4) HUBS was notified of the solicitation.

Joy Simonton, Purchasing Agent

CC: FILE

AGENDA ITEM # 13

Executive Summary

January 21, 2016

Council Agenda Subject: Consideration of an Ordinance closing a portion of Right of Way commonly known as Municipal Drive; dedicating a portion of City property as Right of Way; and dedicating a portion of City property as a Public Utility Easement.

Background: The right of way for the connection of Municipal Drive generally located between the Public Works Building and Northern Trail was originally dedicated in 2001. In 2006 Westview Meadows Section 4 constructed a portion of Municipal Drive that did not align with the existing right of way dedicated in 2001. The City owns the property on both sides of the connection of Municipal Drive. The recent construction of Municipal Drive connected both of the existing legs of Municipal Drive. This ordinance will revise the right of way to match the newly constructed roadway. The portion of right of way that is being closed will remain City property.

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

Financial Consideration: None.

Recommendation: Staff requests approval of the proposed ordinance.

Attachments: Attachment A: Ordinance for Municipal Drive Realignment; Attachment B: Original ROW Dedication; and Attachment C: Westview Meadows, Phase 4 Plat

Prepared by: Terri Crauford, P.E., Assistant City Engineer

Bid Info: City of Leander

PARD Mowing and Landscape Maintenance

Solicitation No. IFB#S16-009

Opening: IFB#S14-017

EVALUATION CRITERIA	Integrated Environmental Incorporated	International Building Services	Heart of Texas Landscape & Irrigation	Landscape Ranch Services	Maldonado Nursery & Landscaping, Inc.	Abescape landscaping Abescape
Price Per Year	$60,275	$61,313	$65,638	$69,342	$77,630	$85,286
Reputation of Bidder	Acceptable	Acceptable	Acceptable	N/A	N/A	N/A
References Acceptable or Unacceptable	See reference check forms	See reference check forms	See reference check forms	Previous City of Leander Vendor; Additional references not checked at this time	References not checked at this time	References not checked at this time
Quality of Goods and Services Meet City's Needs	Acceptable	Acceptable	Acceptable			
Respondent is qualified and meets all solicitation requirements. Regularly engaged in this type of business, can provide adequate equipment, truck appearance is acceptable and adequate number of supervisors and full time employees.	Acceptable staff level, site visit to vendor shows adequate equipment.	Acceptable staff level, equipment inventory shows adequate equipment.	Acceptable truck and equipment representation; Some crew not yet assigned.			

PRIMARY AWARD | SECONDARY AWARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, CLOSING A PORTION OF STREET RIGHT-OF-WAY COMMONLY KNOWN AS MUNICIPAL DRIVE; DEDICATING A PORTION OF CITY PROPERTY AS RIGHT-OF-WAY; DEDICATING A PORTION OF CITY PROPERTY AS A PUBLIC UTILITY EASEMENT; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City realigned the street right-of-way commonly known as Municipal Drive, and as a result a portion of the original Municipal Drive, as shown on Exhibit "A" (the "Property"), is surplus and not necessary for use by the City, the general public, or the landowners adjacent thereto as a street and the City Council, therefore, desires to close the Property to motor vehicle and pedestrian traffic; and

WHEREAS, the City desires to dedicate a portion of City property upon which Municipal Drive was realigned as public right-of-way and to dedicate a portion of adjacent City property as a public utility easement;

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 Closed. The portion of right-of-way formerly known as Municipal Drive, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") is closed to motor vehicle traffic, pedestrian traffic, and any and all conveyances of any nature or kind whatsoever.

Section 3. Right-of-Way Dedicated. The City Council hereby dedicates that certain property described in Exhibit No. 1 attached to the Dedication of Public Right-of-Way attached hereto as Exhibit B and incorporated herein for all purposes (the "ROW") as public right-of-way. The City Manager is authorized to execute the Dedication of Public Right-of-Way and cause such document to be recorded in the county property records.

Section 4. PUE Designated. The City Council hereby dedicates the public utility easement over the property described in Exhibit No. 1 to Exhibit C, the Dedication of Public Utility Easement. The City Manager is hereby authorized to execute the Dedication of Public Utility Easement and cause such document to be recorded in the county property records.

Section 4. Rights Retained. It is not the intent or purpose of this ordinance, and this ordinance shall not be construed, to (a) abandon any rights, title or interest of the City in and to the

Property; or to (b) release or waive any license, property interest or legal right of the City whatsoever. This ordinance is and shall be construed as an exercise of the City's police power for the benefit of the public health and safety, and not as any release, conveyance or waiver of any legal or property right of the City.

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

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage.

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

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

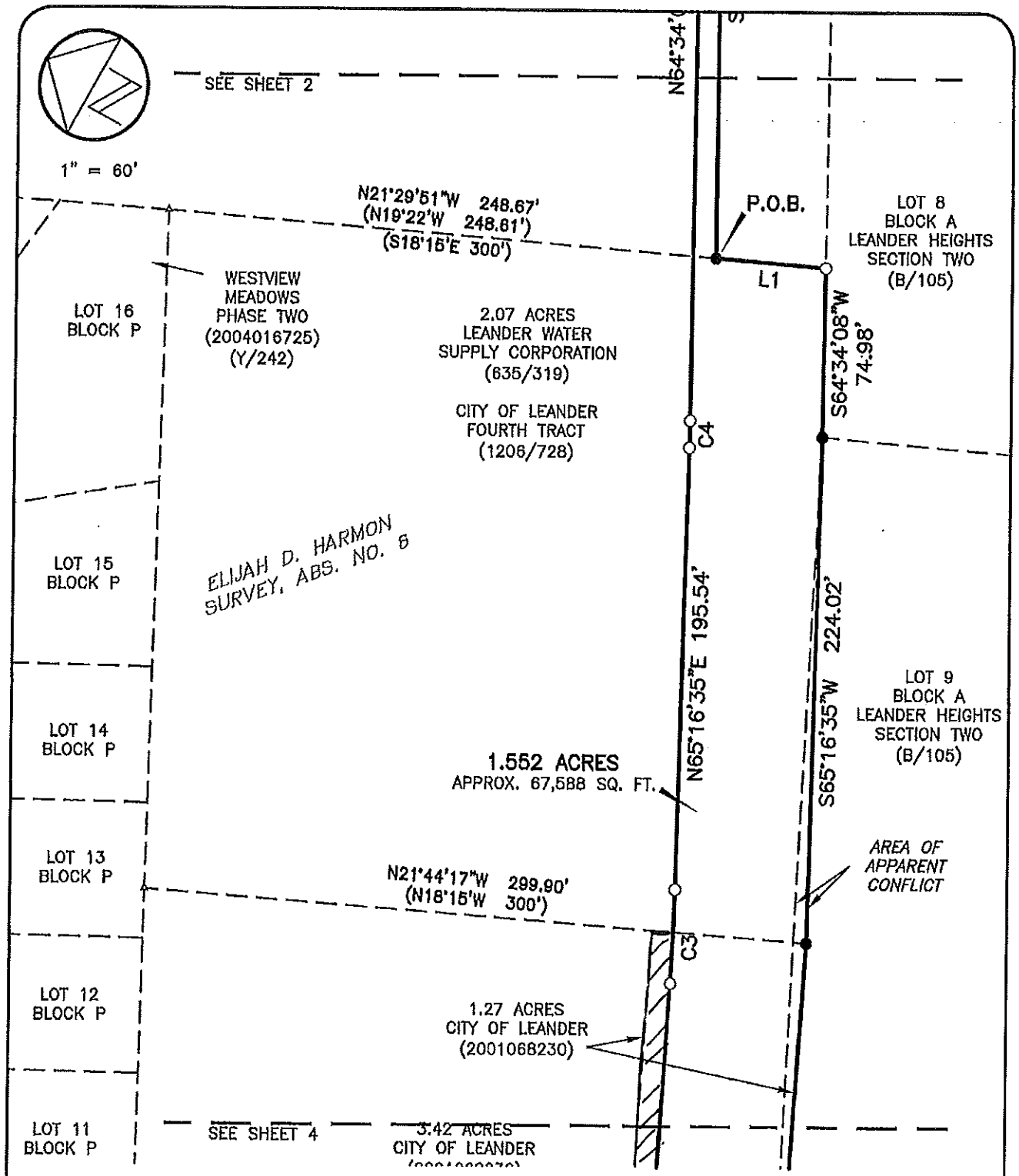
Attest: **THE CITY OF LEANDER, TEXAS**

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

Exhibit "A"

Description of the Property
(portion of former Municipal Drive being closed)



DATE OF SURVEY: NOV. 2014
PLOT DATE: 12/10/2014
DRAWING NO.: 790-006-ROW1
PROJECT NO.: 790-006
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: DC
SHEET 3 OF 5

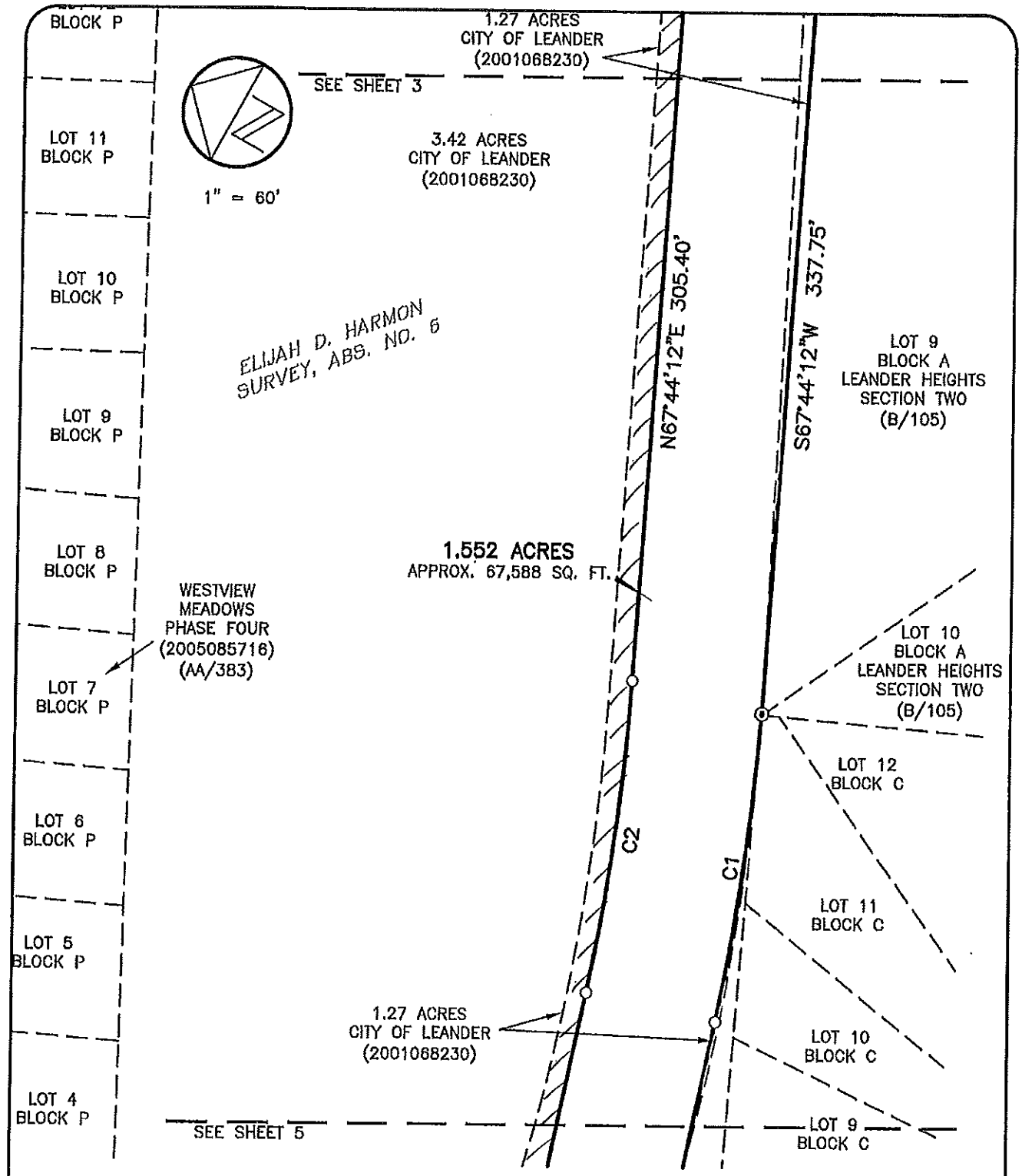
BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 790-006-ROW1.DOC

Chaparral

- The Property

Exhibit A



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PLOT DATE: 12/10/2014
DRAWING NO.: 790-006-ROW1
PROJECT NO.: 790-006
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: DC
SHEET 4 OF 5

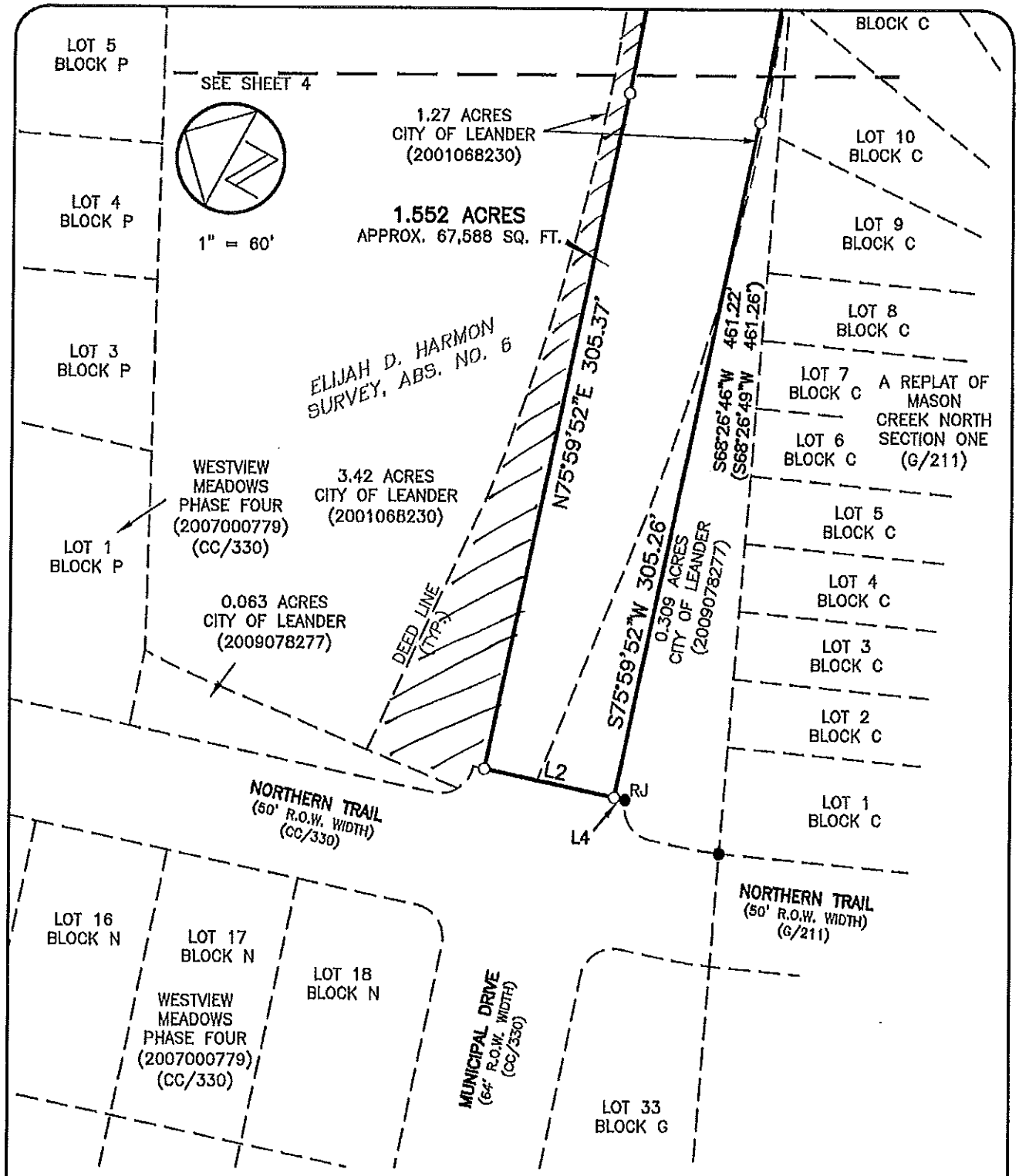
BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 790-006-ROW1.DOC

Chaparral

- the Property

Exhibit A



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PLOT DATE: 12/10/2014
DRAWING NO.: 790-006-ROW1
PROJECT NO.: 790-006
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: DC
SHEET 5 OF 5

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ATTACHMENTS: METES AND BOUNDS DESCRIPTION 790-006-ROW1.DOC

Chaparral

- the Property

Exhibit A

Exhibit "B"

Dedication of Public Right-Of-Way

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

The City of Leander, Texas ("Grantor") is authorized to dedicate, and does hereby dedicate, for use as public right-of-way for streets, drives, roads, public ingress and egress, and other reasonable public purpose, subject to the continuing and future control and regulation of the use of such public right-of-way by the Grantor, the following tracts and parcels of land:

All that certain tract or parcel of land being 1.552 acres, more or less, being more particularly described in Exhibit No. 1 attached hereto and incorporated herein as if fully transcribed herein (the "ROW").

Executed this the _____ day of _____ 20___.

GRANTOR(S):

_____

By: Kent Cagle, City Manager
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

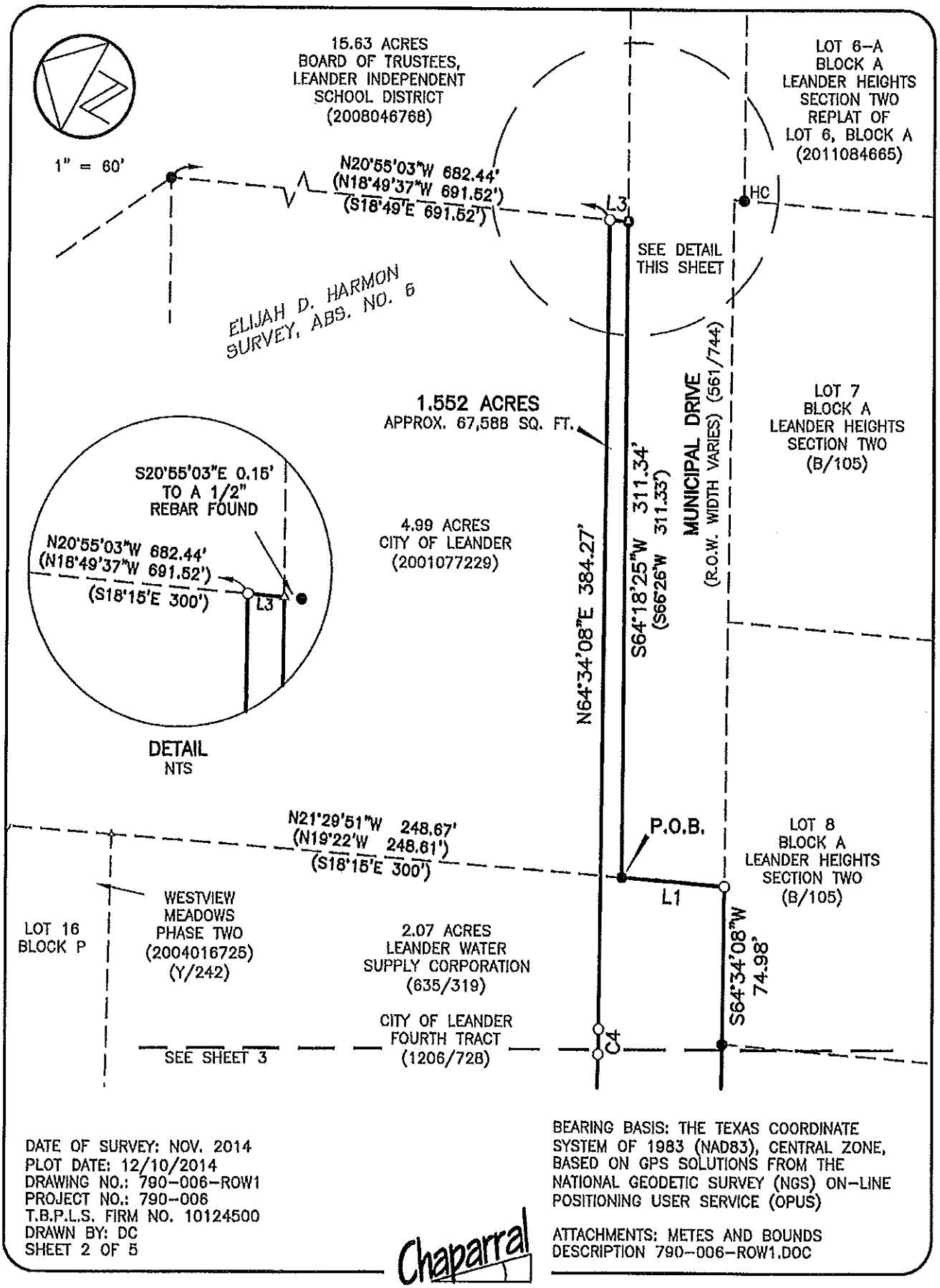
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Kent Cagle, City Manager, of City of Leander, Texas, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed 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 _____ 20___.

_____

NOTARY PUBLIC, State of Texas

AFTER RECORDING PLEASE RETURN TO:
City of Leander
City Secretary
P.O. Box 319
Leander, Texas 78649-0319



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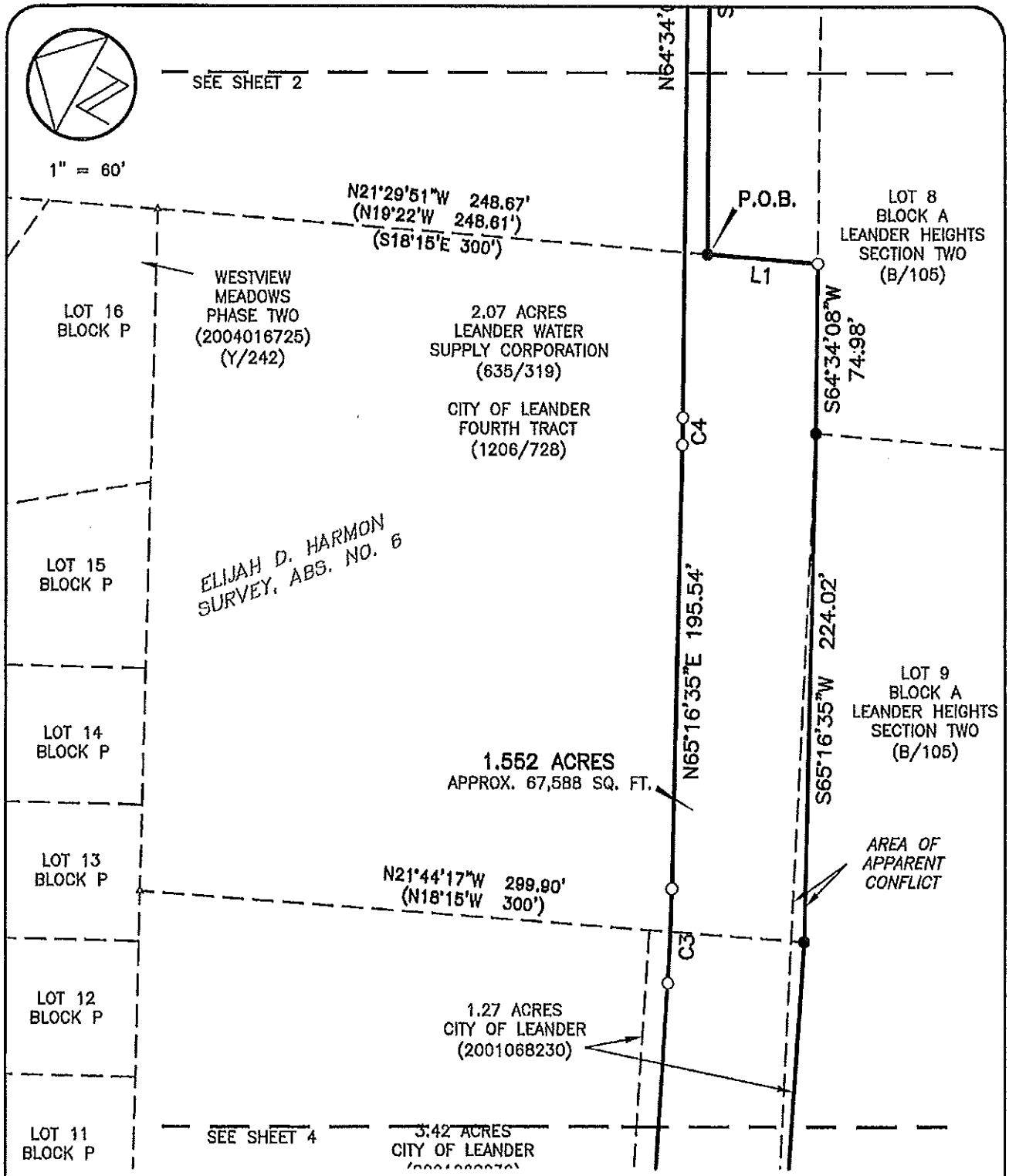
PLOT DATE: 12/10/2014
DRAWING NO.: 790-006-ROW1
PROJECT NO.: 790-006
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: DC
SHEET 2 OF 5

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 790-006-ROW1.DOC

Chaparral

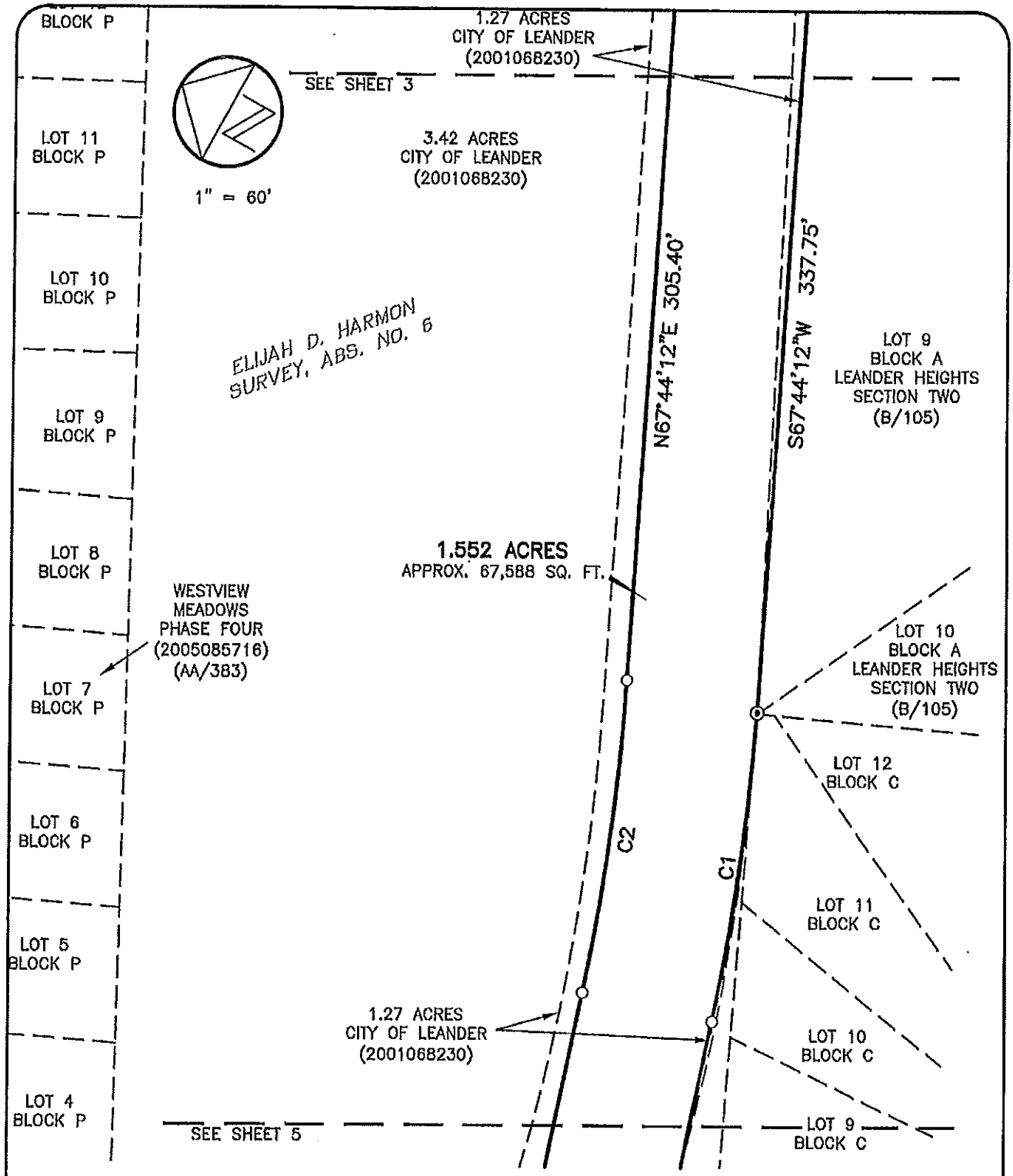


DATE OF SURVEY: NOV. 2014
PLOT DATE: 12/10/2014
DRAWING NO.: 790-006-ROW1
PROJECT NO.: 790-006
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: DC
SHEET 3 OF 5

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 790-006-ROW1.DOC

Chaparral



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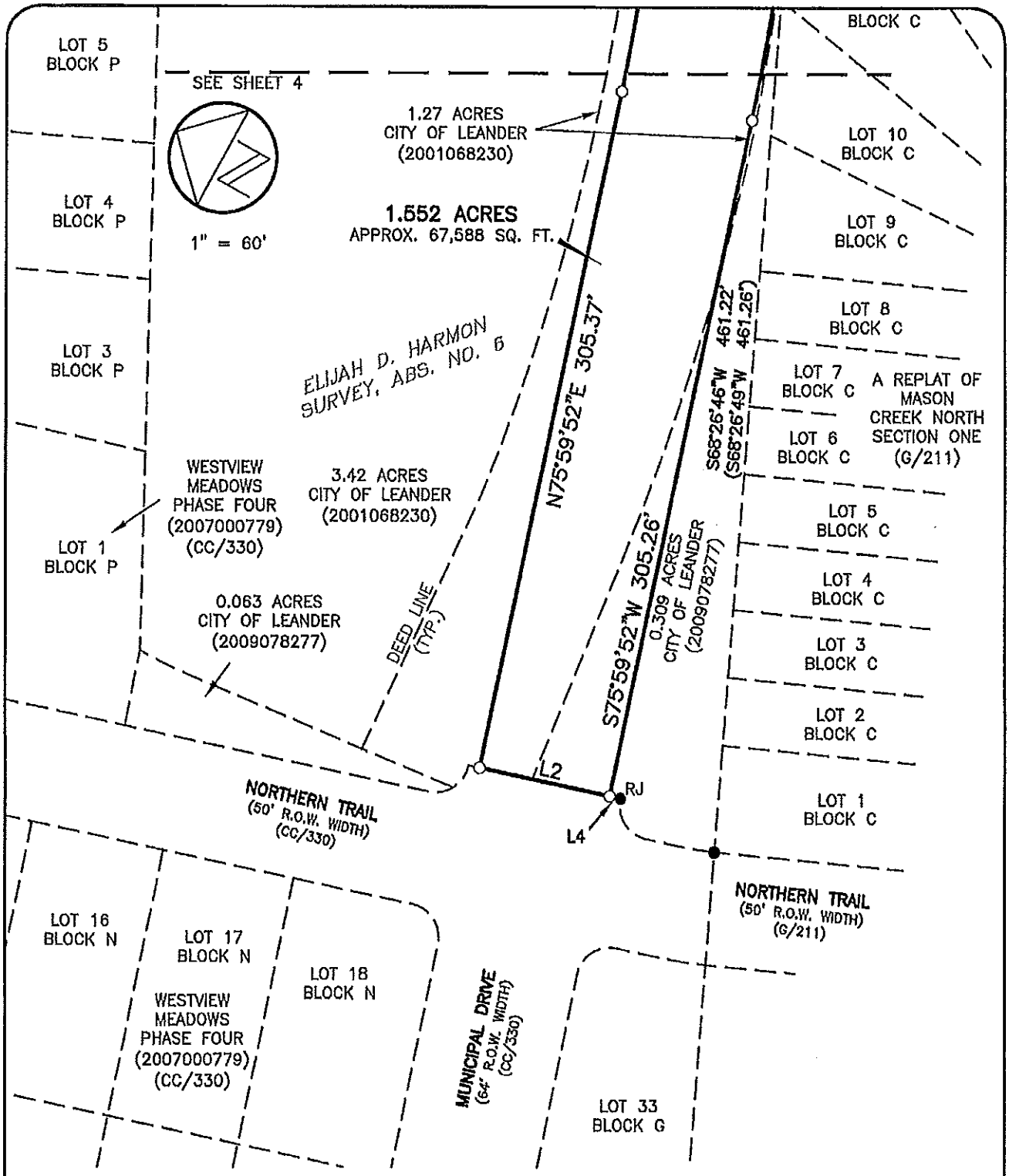
PLOT DATE: 12/10/2014
DRAWING NO.: 790-006-ROW1
PROJECT NO.: 790-006
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: DC
SHEET 4 OF 5

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 790-006-ROW1.DOC

Chaparral



DATE OF SURVEY: NOV. 2014
PLOT DATE: 12/10/2014
DRAWING NO.: 790-006-ROW1
PROJECT NO.: 790-006
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: DC
SHEET 5 OF 5

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 790-006-ROW1.DOC

Chaparral

Exhibit C

PUBLIC UTILITY EASEMENT

DATE: June _____, **2015**

GRANTOR: City of Leander

GRANTOR'S MAILING ADDRESS (including County): P.O. Box 319; Leander, Williamson County, TX 78646-0319

GRANTEE: City of Leander

GRANTEE'S MAILING ADDRESS (including County): P.O. Box 319; Leander, Williamson County, TX 78646-0319

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A fifteen foot (15') wide utility easement, containing 0.517 acres, more or less, located in Williamson County, Texas, said easement being more fully described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for water mains, lines and pipes, and the supplying of water, sanitary sewer, drainage and conveyance of storm water run-off, the City's drainage system; an underground electric distribution line consisting of a variable number of wires, and all necessary or desirable appurtenances and other facilities useful or necessary for the transmission and distribution of electric utility service; and/or other such related utility services in, upon, under and across the **PROPERTY** more fully described in Exhibit "A" attached hereto.

This Utility Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.

2. This Utility Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Williamson County, Texas, or apparent on the ground.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

_____
Kent Cagle, City Manager

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

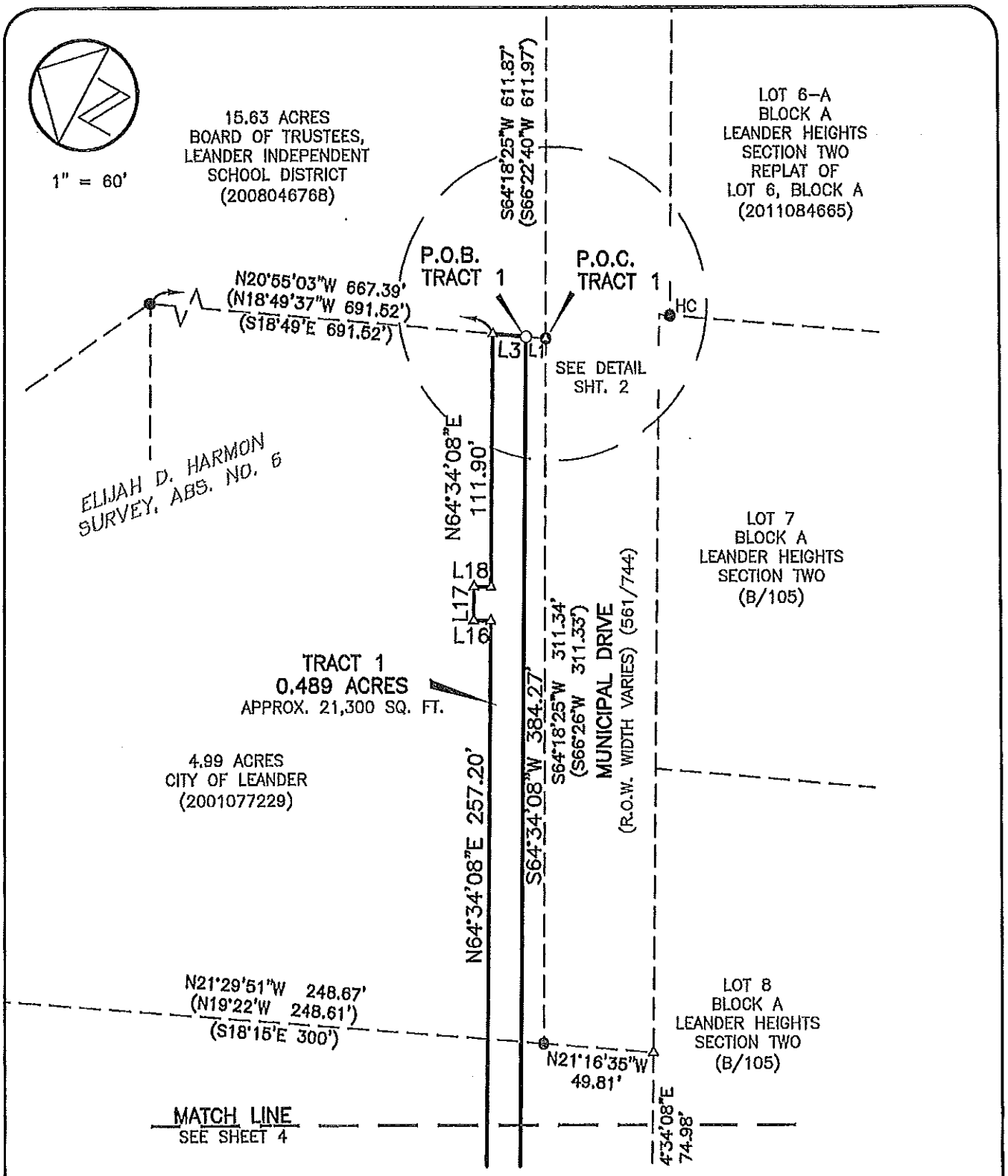
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Kent Cagle, City Manager, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration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

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

(SEAL)

_____
Notary Public-State of Texas

AFTER RECORDING RETURN TO:
City of Leander
Attn: City Secretary
P.O. Box 319
Leander, TX 78646-0319

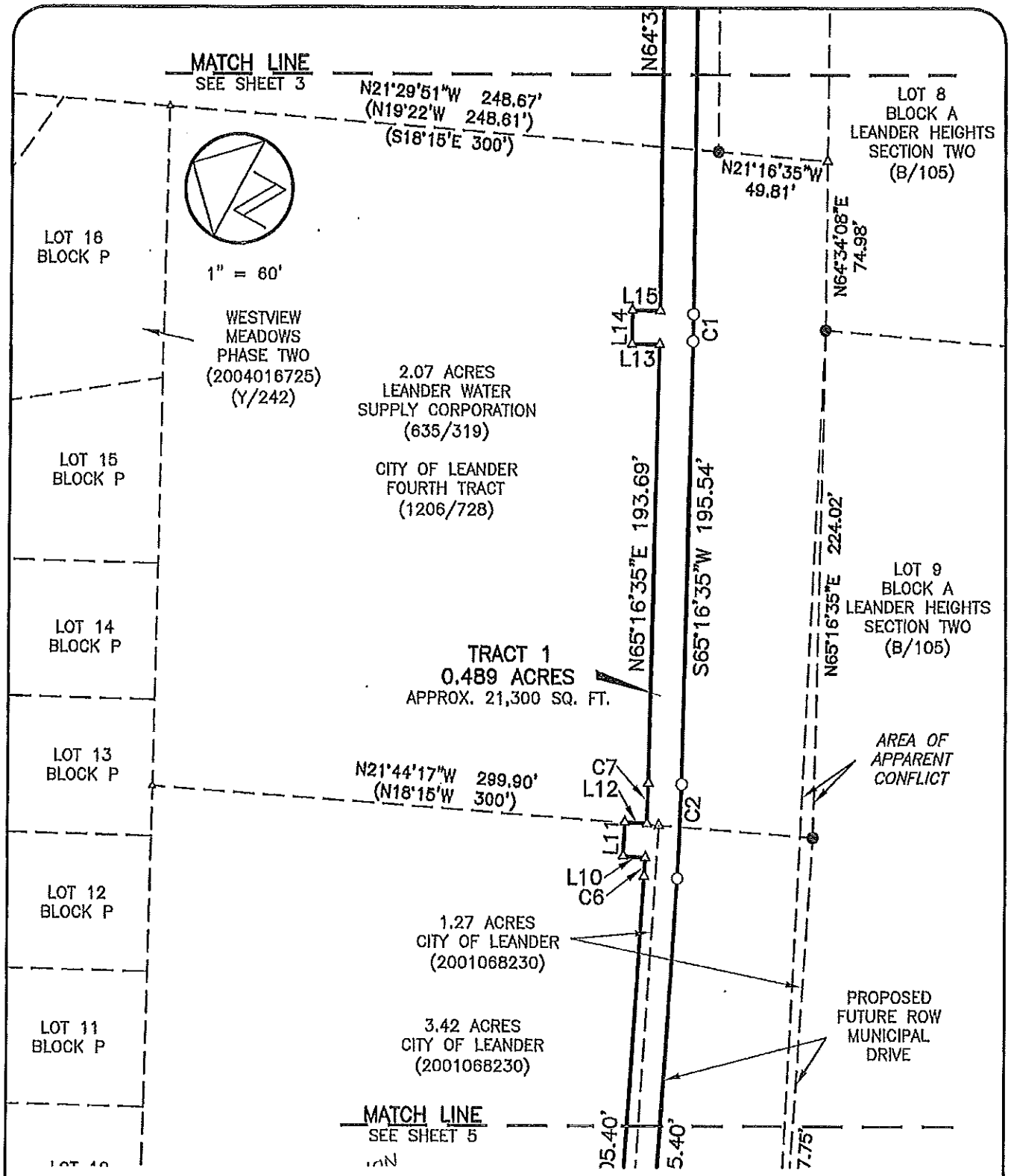


DATE OF SURVEY: NOV. 2014
PLOT DATE: 07/01/2015
DRAWING NO.: 790-006-E1(R)
PROJECT NO.: 790-006
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: PLE
SHEET 3 OF 6

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 790-006-E1(R).DOC

Chaparral

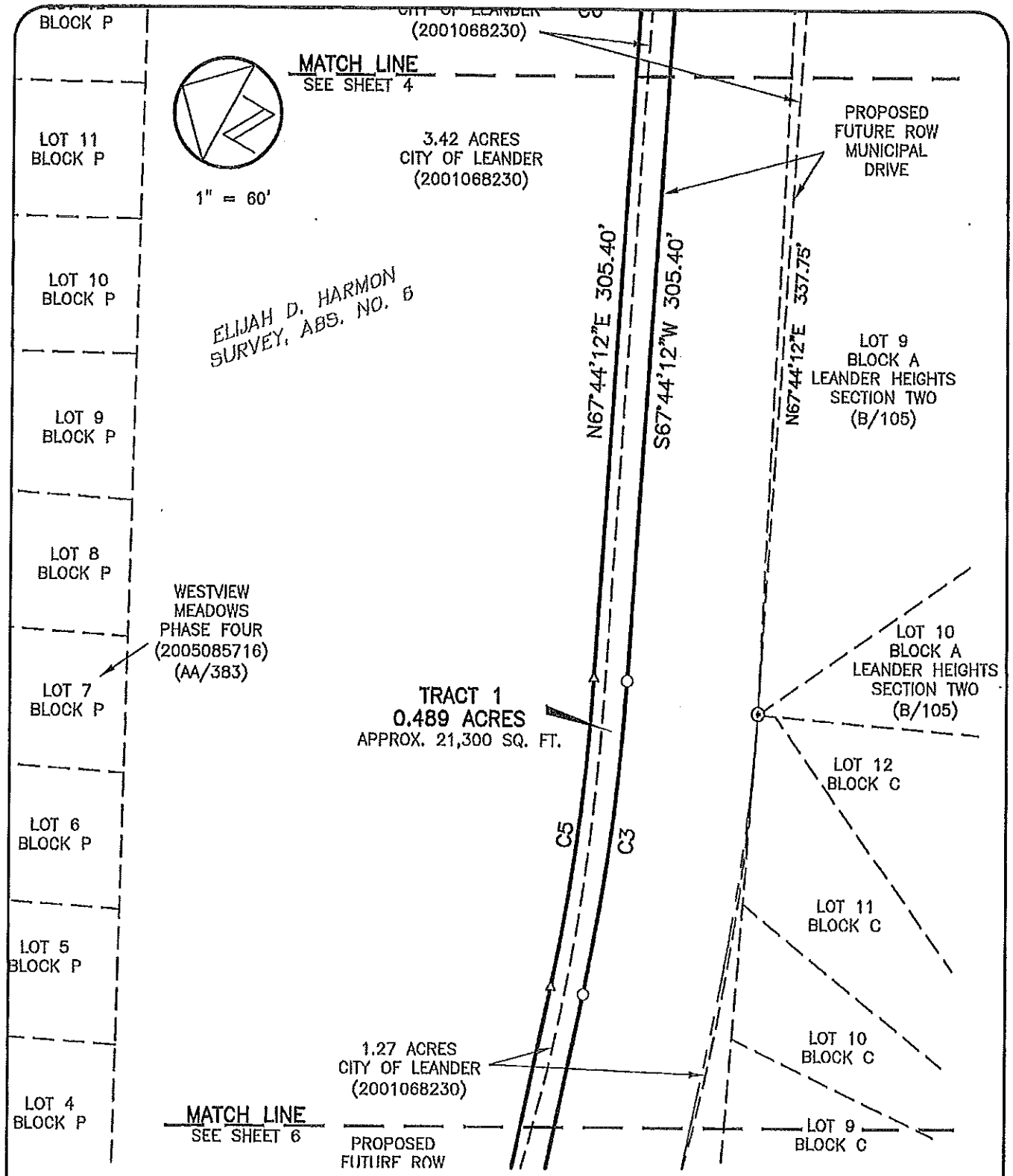


DATE OF SURVEY: NOV. 2014
PLOT DATE: 07/01/2015
DRAWING NO.: 790-006-E1(R)
PROJECT NO.: 790-006
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: PLE
SHEET 4 OF 6

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 790-006-E1(R).DOC

Chaparral

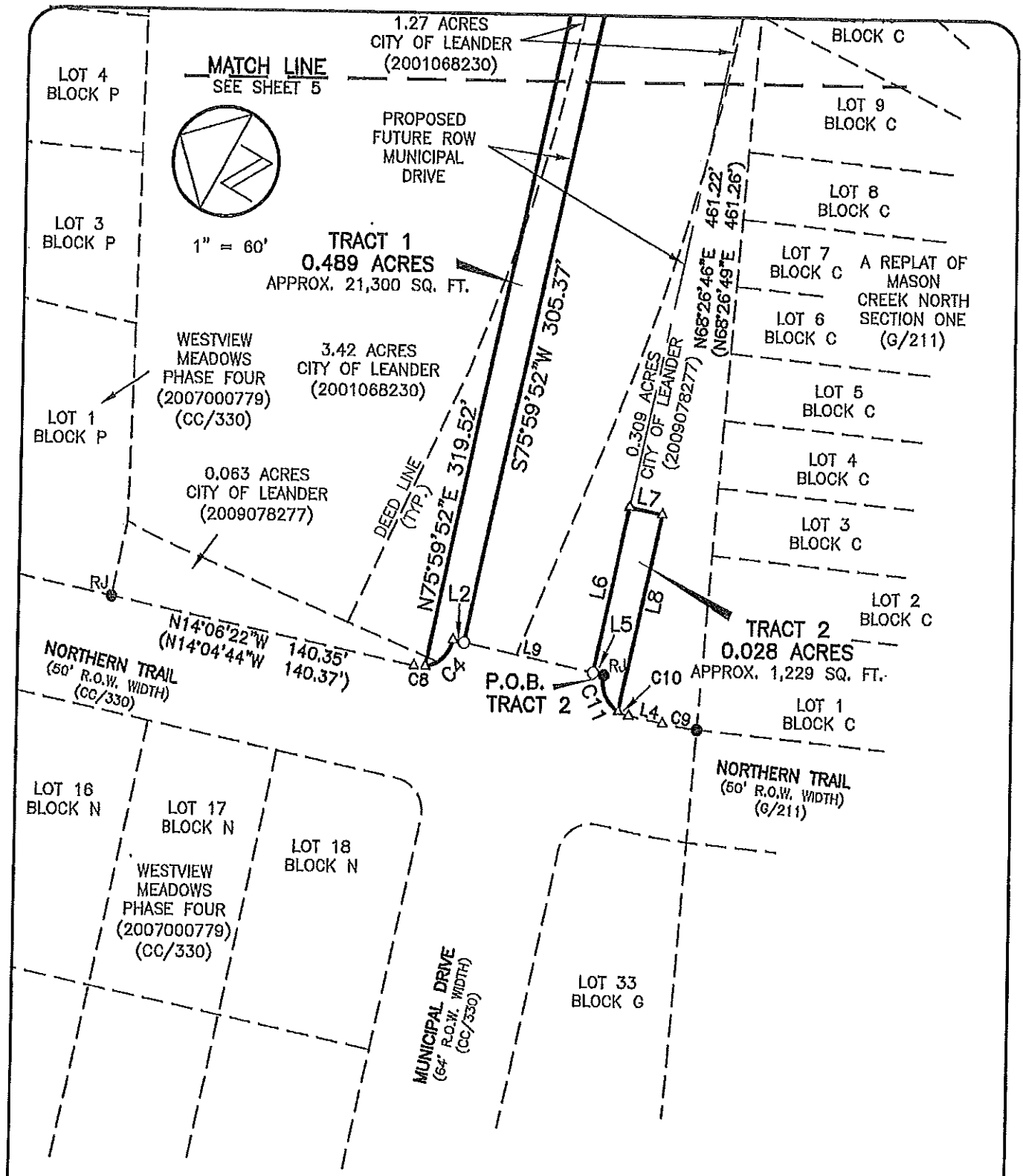


DATE OF SURVEY: NOV. 2014
PLOT DATE: 07/01/2015
DRAWING NO.: 790-006-E1(R)
PROJECT NO.: 790-006
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: PLE
SHEET 5 OF 6

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 790-006-E1(R).DOC

Chaparral



DATE OF SURVEY: NOV. 2014
PLOT DATE: 07/01/2015
DRAWING NO.: 790-006-E1(R)
PROJECT NO.: 790-006
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: PLE
SHEET 6 OF 6

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 790-006-E1(R).DOC

Chaparral

2001068230 5 pgs

Attachment B

GF# 00-10-8890

SPECIAL WARRANTY DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

DATE: ~~July~~ August 7TH, 2001

GRANTOR: **EMMET J. HAWKES and wife, SALLY HAWKES**

GRANTOR'S ADDRESS: **213 W. Figueroa St., Santa Barbara, Santa Barbara County, California 93101**

GRANTEE: **CITY OF LEANDER**

GRANTEE'S ADDRESS: **200 W. Willis, Leander, Williamson County, Texas 78641**

CONSIDERATION: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration the receipt of which is hereby acknowledged and for which no lien is retained either express or implied.

PROPERTY: Being all of the following described real property in Williamson County, Texas.

5.016 acres of land, more or less, out of the Elijah J. Harmon Survey, Abstract No. 6, in Williamson County, Texas, a portion of a 166.826 acre tract recorded in Volume 2569, Page 10, of the Deed Records of Williamson County, Texas, and being more fully described by metes and bounds in Exhibit "A", attached hereto and made a part hereof.

RESERVATIONS from and Exceptions to Conveyance and Warranty:

All presently recorded easements, rights-of-way, restrictions, reservations, conveyances, that affect the property, as shown of record in the office of the County Clerk of Williamson County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors administrators successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations form and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

This conveyance is made and accepted subject to any and all easements, conditions, reservations and restrictions, if any, relating to the hereinabove described property, to the extent, ~~and~~ only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

EMMET J. HAWKES **SALLY HAWKES**

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

This instrument was acknowledged before me on the 7TH day of ~~July~~ AUGUST, 2001, by **EMMET J. HAWKES and SALLY HAWKES**.

(seal)

Notary Public, State of California
Printed Name of Notary:
Commission Expires: JULY 28, 2004

SCOTT MC IVER
Commission # 1269421
Notary Public - California
Santa Barbara County
My Comm. Expires Jul 28, 2004

Record and Return To:

Texas National Title, Inc.
251 N. Bell Blvd., Ste. 106
P. O. Box 2159
Cedar Park, Texas 78613
(512) 331-9647

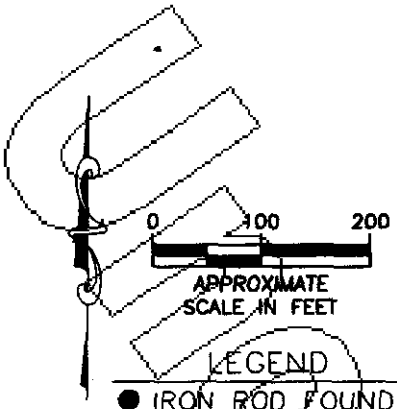
Mike R. Lary
Attorney at Law
P. O. Box 2159
Cedar Park,, Texas 78613
512-331-9661

special warranty deed HAWKES.DOC

UNOFFICIAL DOCUMENT

SURVEY PLAT

1.27 Acres of land out of the Elijah D. Harmon Survey, Abstract No. 6, in Williamson County, Texas and being a portion of a 166.826 *acre tract recorded in Vol. 2569, Pg. 10 of the deed Records of* Williamson County, Texas.



LEGEND

● IRON ROD FOUND

( ) RECORD BEARING, DISTANCE

R031356
E.J. HAWKES
2569/10
(117.58 & 49.44 Ac)
166.826 Ac

R104126
WATERFLOW REALTY
DOC 9849077
4.99 Ac

R031362
LEANDER CITY
365/319
2.07 Ac

DELTA=18°43'14"
RADIUS=965.00
TANGENT=159.07
LENGTH=315.30
CHORD=313.99
CHORD BRG.=N79°08'33"E

N69°46'56"E
337.58'

S19°25'00"E
70.00'

POB

S69°46'56"W
337.58'

S88°30'10"E
125.31'

PROPOSED MUNICIPAL DRIVE (1.27 AC.)

N01°12'12"W
70.00'

N88°30'10"W
125.31'

LEANDER HEIGHTS
SECTION TWO

DELTA=18°43'14"
RADIUS=1035.00
TANGENT=170.61
LENGTH=338.17
CHORD=336.67
CHORD BRG.=N79°08'33"W

NORTHERN TRAIL

MASON CREEK NORTH
REPLAT OF SECTION ONE

PRELIMINARY

STATE OF TEXAS
REGISTERED
STEVEN W. WOMACK
5025
PROFESSIONAL
LAND SURVEYOR

Date: 7/3/01
Drawn by: DRP
File Name: HAWKES

PROJECT NUMBER
08-019-1

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II, STANDARD LAND SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN TEXAS, DATED 8/6/98.

8/9/01

STEVEN W. WOMACK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5025, STATE OF TEXAS

3DS, Inc.
Land Surveyors
Subdivisions • Topographic
Construction • Commercial • Boundaries

P.O. Box 1899
Leander, Texas 78646

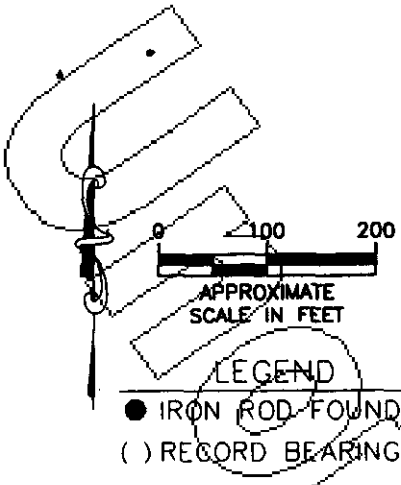
21701 Nameless Road
Leander, Texas 78641

Three Dimensional Service:
(512) 528-1400
Fax 528-1401

\\Server\c\Land Projects R2\00-019\MUNICIPAL.dwg 08/09/01 09:15:46 AM CDT

SURVEY PLAT

3.42 Acres of land out of the Elijah D. Harmon Survey, Abstract No. 6, in Williamson County, Texas and being a portion of a 166.826 acre tract recorded in Vol. 2569, Pg. 10 of the deed Records of Williamson County, Texas.



SUBMITTED FOR REVIEW

STATE OF TEXAS
REGISTERED
STEVEN W. WOMACK
5025
PROFESSIONAL
LAND SURVEYOR

Date: 7/3/01
Drawn by: DRP
File Name: HAWKES

PROJECT NUMBER
00-019-1

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II, STANDARD LAND SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN TEXAS, DATED 8/6/98.

8/9/01

STEVEN W. WOMACK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5025, STATE OF TEXAS

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Subdivisions • Topographic
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P.O. Box 1899
Leander, Texas 78646

21701 Nameless Road
Leander, Texas 78641

3DS
Three Dimensional Services
(512) 528-1400
Fax 528-1401

CABINET CC

SLIDE 330

Attachment C

DOC# 2007000779

FINAL SUBDIVISION PLAT OF
WESTVIEW MEADOWS, PHASE FOUR

SUBDIVISION OF 22.157 ACRES OUT OF THE
ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6
SITUATED IN WILLIAMSON COUNTY, TEXAS

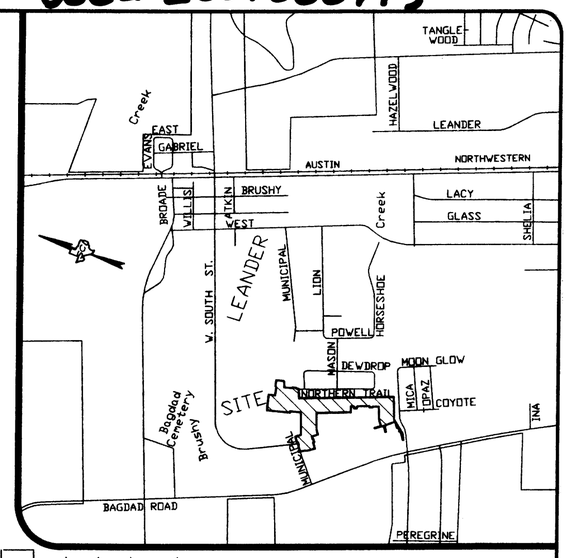
NOTE: IRON RODS SET WITH A PLASTIC CAP AS SHOWN HEREON, HAVE AN ORANGE CAP THAT LOOKS AS FOLLOWS:

STANLEY CONSULTANTS, INC.

0 50 100 150 200
1"=100'

LEGEND

⊙	1/2" IRON ROD FOUND W/CAP
○	1/2" IRON ROD SET
●	1/2" IRON ROD FOUND AS NOTED
△	CALCULATED POINT
(UNLESS OTHERWISE NOTED)	
(XXX)	RECORD INFORMATION DOCUMENT #2001069375
O.P.R.W.C	WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
W.C.P.R.	WILLIAMSON COUNTY PLAT RECORDS
N.T.S.	NOT TO SCALE
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING SETBACK LINE
· · · · · ·	SIDEWALK



VICINITY MAP
1"=2000'

A REPLAT OF MASON CREEK
NORTH SECTION ONE
CAB. G, SLIDE 211-215

CITY OF LEANDER
DOC. #2001068230
3.42 AC.

CENTEX HOMES
DOC. NO. 2001069375
REMAINDER 128.234 AC.

NORTHERN TRAIL

BLOCK A

BLOCK F

MASON STREET

EMMA ROSE TRAIL (50' ROW)

20' TEMPORARY ACCESS EASEMENT SEE GENERAL NOTE 5 SHEET 3

DRAINAGE, DETENTION AND WATER QUALITY EASEMENT
16
BLOCK "A"

PARKHURST DRIVE

DEXTER DRIVE

CENTEX HOMES
DOC. NO. 2001069375
REMAINDER 128.234 AC.

WESTVIEW MEADOWS
SECTION ONE
CAB. W, SLIDE 157

BLOCK "H"

CINDY LANE

WEST SOUTH STREET

MUNICIPAL DRIVE

MATCH LINE

BLOCK F

EMMET J. HAWKES AND WIFE,
SALLY HAKES
VOL. 2569, PG. 10
REMAINDER 167.02 AC.

LINE TABLE

NUM	DISTANCE	BEARING
L1	24.59'	N18°23'48"W
L2	27.92'	N39°20'50"E
L3	39.33'	N32°33'18"W
L4	49.73'	S56°17'11"W
L5	53.00'	S52°57'29"W
L6	50.00'	S51°41'51"W
L7	3.00'	S38°18'09"E
L8	16.69'	S75°55'16"W
L9	1.14'	S14°04'44"E
L10	50.00'	N75°55'16"E
L11	33.73'	S75°48'32"W
L12	15.59'	S14°04'44"E
L13	18.59'	S14°04'44"E

OWNER/DEVELOPER: BY: CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP
CENTEX REAL ESTATE CORPORATION,
A NEVADA CORPORATION
IT'S MANAGING GENERAL PARTNER
BY: KEITH H. PEARSON, DIRECTOR OF LAND DEVELOPMENT
8140 N. MOPAC, BLDG. 4, SUITE 150
AUSTIN, TX 78759, (512) 795-0170

ACREAGE:	22.157 ACRES
SURVEY:	ELIJAH D. HARMON SURVEY, ABST. NO. 6
NUMBER OF BLOCKS:	8
NUMBER OF LOTS:	93
LINEAR FEET OF NEW STREETS:	3440
DATE:	JULY 10, 2006
SURVEYOR:	STANLEY CONSULTANTS, INC.
ENGINEER:	STANLEY CONSULTANTS, INC.
BENCHMARK:	"X" CUT IN TOP OF BOLT ON FIRE HYDRANT 1130 FEET NORTH OF MUNICIPAL DRIVE ON EAST SIDE OF BAGDAD ROAD ELEV.= 1042.40'

EMMET J. HAWKES AND WIFE,
SALLY HAKES
VOL. 2569, PG. 10
REMAINDER 167.02 AC.

Stanley Consultants INC.
6836 Austin Center Blvd., Suite 350, Austin, Texas 78731
www.stanleyconsultants.com (512) 427-3600

Revision Date: 12/05/06 CITY COMMENTS

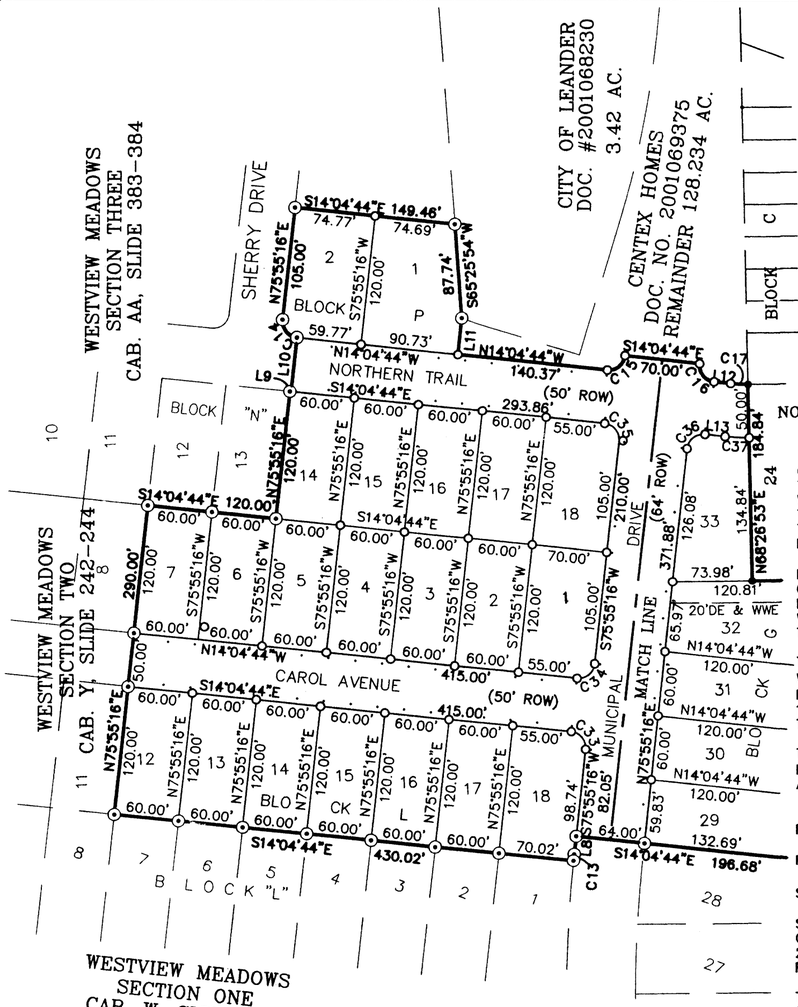
Scale: 1"=100' Date: 07/10/06	SHEET 1 OF 3
Disk: 19315 Book: #	
Drawn by: BJM	
File: PLAT1SEC4.DWG	
Approved by: BJM	
Project No.: 19028.21.30	

PHOTOGRAPHIC MYLAR

CABINET CC SLIDE 331

FINAL SUBDIVISION PLAT OF
WESTVIEW MEADOWS, PHASE FOUR

SUBDIVISION OF 22.157 ACRES OUT OF THE
ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6
SITUATED IN WILLIAMSON COUNTY, TEXAS



NOTE: IRON RODS SET WITH A PLASTIC CAP AS SHOWN HEREON, HAVE AN ORANGE CAP THAT LOOKS AS FOLLOWS:

STANLEY 512-219-5555 INC CONSULTANTS

ELIJAH D. HARMON SURVEY ABSTRACT NO. 6

LEGEND

⊙	1/2" IRON ROD FOUND W/CAP
○	1/2" IRON ROD SET
●	1/2" IRON ROD FOUND AS NOTED
△	CALCULATED POINT
(UNLESS OTHERWISE NOTED)	
(XXX)	RECORD INFORMATION DOCUMENT #2001069375
O.P.R.W.C	WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
W.C.P.R.	WILLIAMSON COUNTY PLAT RECORDS
N.T.S.	NOT TO SCALE
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING SETBACK LINE
• • • • • •	SIDEWALK

DESCRIPTION

OF A 22.157 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, SITUATED IN WILLIAMSON COUNTY, TEXAS AND BEING A PART OF THE 128.234 ACRE TRACT CONVEYED TO CENTEX HOMES IN DOCUMENT NO. 2001069375, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF A REPLAT OF MASON CREEK NORTH SECTION ONE, A SUBDIVISION OF RECORD IN CABINET G, SLIDES 211-215, OF THE OFFICIAL PLAT RECORD OF WILLIAMSON COUNTY TEXAS AND AN ELL CORNER OF SAID 128.234 ACRE TRACT FOR AN ELL CORNER HEREOF;

THENCE ALONG THE EAST LINE OF SAID 128.234 ACRE TRACT AND THE WEST LINE OF SAID MASON CREEK, S20°37'23"E, A DISTANCE OF 1761.95 FEET TO A 1/2 IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 128.234 ACRE TRACT AND AN ELL CORNER OF SAID MASON CREEK FOR AN THE SOUTHEAST CORNER HEREOF;

THENCE ALONG THE SOUTH LINE OF SAID 128.234 ACRE TRACT AND A NORTH LINE OF SAID MASON CREEK, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) S69°05'20"W, DISTANCE OF 411.99 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF;
2) S39°21'33"W, A DISTANCE OF 295.15 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF;
3) S48°55'45"W, 51.44 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF; AND
4) S69°03'32"W, 84.99 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF A REMAINDER TRACT OF A 167.02 ACRE TRACT CONVEYED TO EMMET J. HAWKES AND WIFE, SALLY HAWKES, IN VOLUME 2569, PAGE 10 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS FOR AN ELL CORNER HEREOF;

THENCE LEAVING THE NORTH LINE OF SAID MASON CREEK, ALONG THE COMMON LINE OF SAID A REMAINDER TRACT OF SAID HAWKES 167.02 ACRES AND SAID 128.234 ACRE TRACT, N20°37'00"W, A DISTANCE OF 10.01 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;

THENCE LEAVING THE EAST LINE OF A REMAINDER TRACT OF SAID HAWKES 167.02 ACRES AND THROUGH SAID 128.234 ACRE TRACT THE FOLLOWING FORTY (40) COURSES AND DISTANCES:

1) N57°26'42"E, A DISTANCE OF 158.88 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP SET FOR AN ANGLE POINT HEROEF;
2) N18°23'48"W, A DISTANCE OF 24.59 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;
3) ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 95°46'42", A CHORD DISTANCE OF 89.02 FEET (CHORD BEARS N35°15'41"E), AN ARC DISTANCE OF 100.30 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;
4) N57°26'42"E A DISTANCE OF 87.36 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;
5) N39°20'50"E, A DISTANCE OF 27.92 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;
6) N32°33'18"W, A DISTANCE OF 39.33 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;
7) N41°19'37"W, A DISTANCE OF 159.76 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
8) S57°26'42"W, A DISTANCE OF 120.94 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
9) N32°33'18"W, A DISTANCE OF 16.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
10) N57°26'42"E, A DISTANCE OF 119.57 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEROF;
11) N36°21'28"W, A DISTANCE OF 174.98 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
12) N52°56'13"E, A DISTANCE OF 13.46 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
13) S37°02'26"E, A DISTANCE OF 120.14 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
14) N52°39'33"E, A DISTANCE OF 101.77 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;
15) N62°38'11"E, A DISTANCE OF 47.52 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;
16) N69°22'37"E, A DISTANCE OF 212.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
17) N20°37'10"W, A DISTANCE OF 113.91 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;
18) ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 00°27'42", A CHORD DISTANCE OF 0.40 FEET (CHORD BEARS N58°50'02"W), AN ARC DISTANCE OF 0.40 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF REVERSE CURVATURE HEREOF;
19) ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 52°01'12", A CHORD DISTANCE OF 13.16 FEET (CHORD BEARS N84°36'47"W), AN ARC DISTANCE OF 13.62 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
20) N20°37'23"W, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP SET FOR AN ELL CORNER HEREOF;
21) N69°22'37"E, A DISTANCE OF 11.23 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF CURVATURE HEREOF;
22) ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD DISTANCE OF 21.21 FEET (CHORD BEARS N24°37"E), AN ARC DISTANCE OF 23.56 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF TANGENCY HEREOF;
23) N20°37'23"W, A DISTANCE OF 210.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF CURVATURE HEREOF;
24) ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 15.00 FEET, A DELTA ANGEL OF 90°00'00", A CHORD DISTANCE OF 21.21 FEET (CHORD BEARS N65°37'23"W), AN ARC DISTANCE OF 23.56 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF TANGENCY HEREOF;
25) S69°22'37"W, A DISTANCE OF 25.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
26) N20°37'23"W, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
27) N69°22'37"E, A DISTANCE OF 25.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF CURVATURE HEREOF;
28) ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD DISTANCE OF 21.21 FEET (CHORD BEARS N24°22'37"E), AN ARC DISTANCE OF 23.56 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF TANGENCY HEREFO;
29) N20°37'23"W, A DISTANCE OF 48.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
30) S69°22'37"W, A DISTANCE OF 110.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
31) N20°37'23"W, A DISTANCE OF 636.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
32) S69°22'37"W, A DISTANCE OF 310.05 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;
33) S56°16'40"W, A DISTANCE OF 49.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF:
34) S52°56'58"W, A DISTANCE OF 53.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREFO;
35) N37°03'02"W, A DISTANCE OF 120.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
36) S52°56'58"W, A DISTANCE OF 46.50 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF CURVATURE HEREFO;
37) ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD DISTANCE OF 21.21 FEET (CHORD BEARS S07°56'58"W), AN ARC DISTANCE OF 23.56 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
38) S52°56'58"W, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
39) N37°03'02"W, A DISTANCE OF 23.28 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
40) S52°56'58"W, A DISTANCE OF 120.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP TO A POINT ON THE EAST LINE OF A REMAINDER TRACT OF SAID HAWKES 167.02 ACRE TRACT, FOR AN ELL CORNER HEREOF; AND

THENCE ALONG THE COMMON LINE OF A REMAINDER OF SAID HAWKES 167.02 ACRE TRACT AND SAID 128.234 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) N37°03'02"W, A DISTANCE OF 105.02 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF CURVATURE HEREOF;
2) ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 205.00 FEET, A DELTA ANGLE OF 17°50'34", A CHORD DISTANCE OF 63.58 FEET (CHORD BEARS N28°07'50"W), AN ARC DISTANCE OF 63.84 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF TANGENCY HEREOF;
3) N19°12'33"W, A DISTANCE OF 33.94 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF TANGENCY HEREOF;
4) ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 155.00 FEET, A DELTA ANGLE OF 19°21'07", A CHORD DISTANCE OF 52.10 FEET (CHORD BEARS N28°53'06"W), AN ARC DISTANCE OF 52.35 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF TANGENCY HEREOF; AND
5) N37°59'53"W, A DISTANCE OF 26.62 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER OF SAID 128.234 ACRE TRACT AND A REMAINDER TRACT OF SAID HAWKES 167.02 ACRE TRACT AND IN THE SOUTH LINE OF WESTVIEW MEADOWS SECTION ONE, A SUBDIVISION OF RECORD IN CABINET W, SLIDE 157 OF THE OFFICIAL PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR AN ELL CORNER HEREOF;

THENCE LEAVING A REMAINDER TRACT OF SAID HAWKES 167.02 ACRE TRACT AND ALONG THE SOUTH AND EAST LINE OF SAID WESTVIEW MEADOWS SECTION ONE THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1) N51°47'33"E, A DISTANCE OF 105.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF CURVATURE HEREOF;
2) ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 89°47'32", A CHORD DISTANCE OF 21.17 FEET (CHORD BEARS S83°18'41"E), AN ARC DISTANCE OF 23.51 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
3) N51°35'05"E, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
4) N38°24'55"W, A DISTANCE OF 2.97 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF CURVATURE HEREOF;
5) ALON G A CURVE TO THE RIGHT, WITH A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 90°06'59", A CHORD DISTANCE OF 21.23 FEET (CHORD BEARS N06°38'35"E), AN ARC DISTANCE OF 23.59 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF TANGENCY HEREOF;
6) N51°41'51"E, A DISTANCE OF 54.37 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF CURVATURE HEREOF;
7) ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 1200.00 FEET, A DELTA ANGLE OF 02°25'02", A CHORD DISTANCE OF 50.62 FEET (CHORD BEARS N53°10'36"E), AN ARC DISTANCE OF 50.63 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
8) S38°24'55"E, A DISTANCE OF 110.04 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;
9) N69°22'37"E, A DISTANCE 360.11 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;
10) N63°56'41"E, A DISTANCE OF 60.82 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ANGLE POINT HEREOF;
11) N14°04'44"W, A DISTANCE OF 196.69 FEET TO A 1/2 INCH IRON ROD. FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
12) S75°55'16"W, A DISTANCE OF 16.86 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF CURVATURE HEREOF;
13) ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 126400 FEET, A DELTA ANGLE OF 00°17'01", A CHORD DISTANCE OF 6.26 FEET (CHORD BEARS S75°46'46"W), AN ARC DISTANCE OF 6.26 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF; AND
14) N14°04'44"W, A DISTANCE OF 430.02 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP AT THE SOUTHEAST CORNER OF WESTVIEW MEADOWS SECTION TWO, A SUBDIVISON OF RECORD IN CABINET Y, SLIDES 242-244, OF THE OFFICIAL PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS FOR AN ELL CORNER HEREOF;

THENCE LEAVING THE EAST LINE OF SAID WESTVIEW MEADOWS SECTION ONE AND ALONG THE SOUTH LINE OF SAID WESTVIEW MEADOWS SECTION TWO AND THROUGH SAID 128.234 ACRE TRACT, N75°55'16"E, A DISTANCE OF 290.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP IN THE WEST LINE OF WESTVIEW MEADOWS SECTION THREE, A SUBDIVISION OF RECORD IN CABINET AA, SLIDES 383-384, OF THE OFFICIAL PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS FOR AN ELL CORNER HEREOF;

THENCE ALONG THE WEST AND SOUTH LINE OF SAID WESTVIEW MEADOWS SECTION THREE AND THROUGH SAID 128.234 ACRE TRACT, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) S14°04'44"E, A DISTANCE OF 120.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
2) N75°55'16"E, A DISTANCE OF 120.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
3) S14°04'44"E, A DISTANCE OF 1.14 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
4) N75°55'16"E, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
5) ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD DISTANCE OF 21.21 FEET (CHORD BEARS N30°55'16"E), AN ARC DISTANCE OF 23.56 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF TANGENCY HEREOF;
6) N75°55'16"E, A DISTANCE OF 105.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF; AND
7) S14°04'44"E, A DISTANCE OF 149.46 FEET TO A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP IN THE NORTH LINE OF A 3.42 ACRE TRACT CONVEYED TO THE CITY OF LEANDER, IN DOCUMENT NO. 200106823, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS FOR AN ANGLE POINT HEREOF;

THENCE LEAVING THE WEST LINE OF SAID WESTVIEW MEADOWS SECTION THREE, ALONG THE COMMON LINE OF SAID 128.234 ACRE TRACT AND SAID 3.42 ACRE TRACT, S65°25'54"W, A DISTANCE OF 87.74 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 3.42 ACRE TRACT FOR AN ANGLE POINT HEREOF;

THENCE LEAVING SAID 3.42 ACRE TRACT AND THROUGH SAID 128.234 ACRE TRACT THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) S75°48'32"W, A DISTANCE OF 33.73 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
2) S14°04'44"E, A DISTANCE OF 140.37 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF CURVATURE HEREOF;
3) ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD DISTANCE OF 21.21 FEET (CHORD BEARS S59°04'44"E), AN ARC DISTANCE OF 23.56 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
4) S14°04'44"E, A DISTANCE OF 70.00 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR AN ELL CORNER HEREOF;
5) ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD DISTANCE OF 21.21 FEET (CHORD BEARS S30°55'16"W), AN ARC DISTANCE OF 23.56 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF TANGENCY HEREOF;
6) S14°04'44"E, A DISTANCE OF 15.59 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC SURVEYOR'S CAP FOR A POINT OF CURVATURE HEREOF; AND
7) ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 155.00 FEET, A DELTA ANGLE OF 05°52'01", A CHORD DISTANCE OF 15.86 FEET (CHORD BEARS S17°00'44"E), AN ARC DISTANCE OF 15.87 FEET TO A 1/2 INCH IRON ROD FOUND IN THE NORTH LINE OF SAID MASON CREEK AND THE EAST LINE OF NORTHERN TRAIL FOR AN ANGLE POINT HEREOF;

THENCE ALONG THE NORTH LINE OF MASON TRAIL AND A SOUTH LINE OF SAID 128.234 ACRE TRACT, S68°26'53"W, A DISTANCE OF 184.83 FEET TO THE POINT OF BEGINING CONTAINING 22.157 ACRES OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

Stanley Consultants INC.
6836 Austin Center Blvd., Suite 350, Austin, Texas 78731
www.stanleyconsultants.com (512) 477-3600

Revision Date: 12/05/06 CITY COMMENTS

Scale: 1"=100'	Date: 09/18/06	SHEET
Disk: 19315	Book: #	2
Drawn by: BJM		OF 3
File: PLAT2SEC4.DWG		
Approved by: BJM		
Project No.: 19028.21.30		

PHOTOGRAPHIC MYLAR

CABINET CC SLIDE 332

FINAL SUBDIVISION PLAT OF
WESTVIEW MEADOWS, PHASE FOUR

SUBDIVISION OF 22.157 ACRES OUT OF THE
ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6
SITUATED IN WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS)(
KNOW ALL MEN BY THESE PRESENTS)(
COUNTY OF WILLIAMSON)(

THAT CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEVADA, HAVING AN OFFICE IN AUSTIN, TEXAS, ACTING HEREIN BY AND THROUGH ITS MANAGING GENERAL PARTNER CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION, BY KEITH H. PEARSON, DIRECTOR OF LAND DEVELOPMENT, AND BEING THE OWNERS OF THIS 22.157 ACRE TRACT OR PARCEL OF LAND OUT OF AND PART OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, SITUATED IN WILLIAMSON COUNTY, TEXAS; THE SAID 22.157 ACRES BEING A PORTION OF THAT CERTAIN 128.234 ACRES TO CENTEX HOMES BY DEED RECORDED AS DOCUMENT NO. 2001069375 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE THE SAID 22.157 ACRES SHOWN HEREON IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, AND APPLICABLE ORDINANCES OF THE CITY OF LEANDER, TEXAS, ACCORDING TO THE ATTACHED MAP OR PLAT, TO BE HEREAFTER KNOWN AS "FINAL SUBDIVISION PLAT OF WESTVIEW MEADOWS, PHASE THREE", AND DO HEREBY DEDICATE TO THE PUBLIC ALL THE STREETS, EASEMENTS, AND RIGHTS-OF-WAY AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 14 DAY OF DECEMBER, 2006 A.D.

Keith Pearson

CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP
BY: CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION
ITS MANAGING GENERAL PARTNER
BY: KEITH H. PEARSON, DIRECTOR OF LAND DEVELOPMENT
12301-B RIATA TRACE PKWY, BLDG. 2
AUSTIN, TEXAS 78727
(512) 795-0170

STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, KEITH H. PEARSON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED AND IN THE CAPACITIES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF December, 2006 A.D.

Emily K. Strobel
(PRINT NAME)

EMILY K STROBEL
My Commission Expires
February 25, 2010

NOTARY PUBLIC IN AND FOR State of Texas
MY COMMISSION EXPIRES 2/25/2010

STATE OF TEXAS)(
KNOW ALL MEN BY THESE PRESENTS)(
COUNTY OF WILLIAMSON)(

THAT I, BLAINE J. MILLER, A REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NO. 5121, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND SHOWN HEREON, THAT THE SURVEY WAS COMPLETED IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE ESTABLISHED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY DIRECTION AND SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF LEANDER, TEXAS, AND THAT ALL LOTS MEET THE CITY OF LEANDER'S MINIMUM LOT REQUIREMENTS, ARTICLE II, SECTION 24, (c), (3), (I) OF THE CITY OF LEANDER SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD, OF WHICH THE UNDERSIGNED AS BEEN ADVISED, ARE SHOWN OR NOTED ON THE PLAT, AND THE PLAT IS IN CONFORMANCE WITH THE LEANDER SUBDIVISION ORDNANCE.

Blaine J. Miller

BLAINE J. MILLER, R.P.L.S.
TEXAS REGISTRATION NO. 5121
STANLEY CONSULTANTS, INC.
6836 AUSTIN CENTER BLVD., SUITE 350
AUSTIN, TEXAS 78731

STATE OF TEXAS
BLAINE JUSTIN MILLER
5121
REGISTERED
PUBLIC SURVEYOR

APPROVED THIS THE 14th DAY OF December, 2006 AT A PUBLIC MEETING OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF LEANDER, TEXAS, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Nelson Shipman
NELSON SHIPMAN, CHAIRMAN
CITY OF LEANDER, TEXAS

Cindy Hignite
CINDY HIGNITE, SECRETARY
CITY OF LEANDER, TEXAS

PASSED AND APPROVED, ON THIS THE 14th DAY OF December, 2006

ATTEST:

John D. Cowman
JOHN COWMAN, MAYOR
CITY OF LEANDER, TEXAS

Debbie Haile
DEBBIE HAILE, CITY SECRETARY
CITY OF LEANDER, TEXAS

LOT SUMMARY

SINGLE FAMILY LOTS (92)	14.325 ACRES
DRAINAGE AND WATER CONTROL LOT	3.465 ACRES
RIGHT OF WAY	4.367 ACRES
TOTAL	22.157 ACRES

STATE OF TEXAS)(
KNOW ALL MEN BY THESE PRESENTS)(
COUNTY OF WILLIAMSON)(

I, RANDALL B. NIXON, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF LEANDER, TEXAS.

FLOOD PLAIN NOTE:

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP PANEL NUMBER 48491C0212 C, EFFECTIVE DATE SEPTEMBER 27, 1991 FOR WILLIAMSON COUNTY, TEXAS, AND INCORPORATED AREAS.

RANDALL B. NIXON, P.E.
TEXAS REGISTRATION NO. 91097
STANLEY CONSULTANTS, INC.
6836 AUSTIN CENTER BLVD., SUITE 350
AUSTIN, TEXAS 78731

STATE OF TEXAS
RANDALL B. NIXON
91097
LICENSED
PROFESSIONAL ENGINEER
12-7-06

GENERAL NOTES:

1) IN ADDITION TO THE EASEMENTS SHOWN HEREON, A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY.

2) SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF CAROL AVENUE, MUNICIPAL DRIVE, WEST SOUTH STREET, CINDY LANE, EMMA ROSE TRAIL, PARKHURST DRIVE, DEXTER DRIVE AND NORTHERN TRAIL, AS SHOWN HEREON, AND SHALL CONFORM TO APPLICABLE STANDARDS AND SPECIFICATIONS OF THE CITY OF LEANDER.

3) ALL BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CITY'S ZONING ORDINANCE EFFECTIVE SEPTEMBER 1, 2005.

4) NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE RIGHT-OF-WAY OF AN INTERSECTING LOCAL OR COLLECTOR STREET OR 100 FEET OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE RIGHT-OF-WAY OF AN INTERSECTING ARTERIAL.

5) LOT 24, BLOCK "A" 20 FOOT TEMPORARY ACCESS EASEMENT SHALL TERMINATE UPON RECORDATION OF WESTVIEW MEADOWS PHASE FIVE PLAT.

6) CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF LEANDER PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.

7) ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF LEANDER CODE OF ORDINANCES, CONSTRUCTION STANDARDS, AND GENRERALLY ACCEPTED ENGINEERING PRACTICES.

8) ON-SITE STORM WATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YR. STORM EVENTS.

9) THE OWNER OF THIS SUBDIVISION , AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF LEANDER. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENT

10) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.

11) THIS SITE IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. DEVELOPMENT OF THIS SITE WILL COMPLY WITH ALL APPLICABLE TCEQ EDWARDS AQUIFER RULES.

12) WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THE PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

13) NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.

14) PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF LEANDER.

15) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

16) TEMPORARY AND PERMANENT EASEMENTS TO BE PROVIDED AS REQUIRED FOR OFF-SITE WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS.

17) COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS TO BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.

18) DEVELOPER SHALL BE RESPONSIBLE FOR ALL RELOCATION AND MODIFICATION TO EXISTING UTILITIES.

19) DRIVEWAY ACCESS TO MUNICIPAL DRIVE IS PROHIBITED TO: LOT 23, BLOCK B, LOT 26, BLOCK G, LOT 33, BLOCK H, LOTS 1 AND 18, BLOCK N AND LOTS 1 AND 18, LBOK L.

20) THE DRAINAGE, DETENTION AND WATER QUALITY EASEMENTS SHALL BE OPERATED AND MAINTAINED MY THE HOMEOWNER'S ASSOCIATION. THE DRAINAGE, DETENTION AND WATER QUALITY EASEMENT SHALL BE OPERATED AND MAINTAINED TO ALLOW CITY OF LEANDER ACCESS AT ALL TIME.

CURVE TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	95°46'41"	100.30'	60.00'	N35°15'41"E	89.02'
C2	0°27'42"	0.40'	50.00'	S58°50'02"E	0.40'
C3	52°01'12"	13.62'	15.00'	N84°36'47"W	13.16'
C4	90°00'00"	23.56'	15.00'	N24°22'37"E	21.21'
C5	90°00'00"	23.56'	15.00'	N65°37'23"W	21.21'
C6	90°00'00"	23.56'	15.00'	N24°22'37"E	21.21'
C7	90°00'00"	23.56'	15.00'	S7°56'58"W	21.21'
C8	17°50'33"	63.84'	205.00'	S28°07'50"E	63.58'
C9	19°21'06"	52.35'	155.00'	N28°53'06"W	52.10'
C10	89°47'31"	23.51'	15.00'	N83°18'41"W	21.17'
C11	90°06'58"	23.59'	15.00'	S6°38'35"W	21.23'
C12	2°25'01"	50.63'	1200.00'	S53°10'36"W	50.62'
C13	0°17'01"	6.26'	1264.00'	S75°46'46"W	6.26'
C14	90°00'00"	23.56'	15.00'	S30°55'16"W	21.21'
C15	90°00'00"	23.56'	15.00'	S59°04'44"E	21.21'
C16	90°00'00"	23.56'	15.00'	S30°55'16"W	21.21'
C17	5°52'01"	15.87'	155.00'	S17°00'44"E	15.86'
C18	13°54'41"	78.91'	325.00'	N31°27'34"W	78.72'
C19	13°54'41"	66.77'	275.00'	N31°27'34"W	66.61'
C20	1°52'29"	9.00'	275.00'	S25°26'28"E	9.00'
C21	12°32'48"	71.17'	325.00'	S30°46'38"E	71.03'
C22	100°40'19"	26.36'	15.00'	S76°42'53"E	23.09'
C23	16°25'39"	78.85'	275.00'	S61°09'47"W	78.58'
C24	16°25'39"	93.18'	325.00'	S61°09'47"W	92.86'
C25	52°01'12"	13.62'	15.00'	N43°22'01"E	13.16'
C26	90°00'00"	23.56'	15.00'	N65°37'23"W	21.21'
C27	194°02'24"	169.33'	50.00'	N65°37'23"W	99.25'
C28	52°01'12"	13.62'	15.00'	S5°23'13"W	13.16'
C29	90°00'00"	23.56'	15.00'	S65°37'23"E	21.21'
C30	90°00'00"	23.56'	15.00'	S24°22'37"W	21.21'
C31	52°01'12"	13.62'	15.00'	S46°37'59"E	13.16'
C32	194°02'24"	169.33'	50.00'	N24°22'37"E	99.25'
C33	90°00'00"	23.56'	15.00'	N30°55'16"E	21.21'
C34	90°00'00"	23.56'	15.00'	S59°04'44"E	21.21'
C35	90°00'00"	23.56'	15.00'	N30°55'16"E	21.21'
C36	90°00'00"	23.56'	15.00'	N59°04'44"W	21.21'
C37	6°15'31"	22.39'	205.00'	S17°12'30"E	22.38'
C38	10°06'39"	48.53'	275.00'	N33°21'35"W	48.47'
C39	3°48'01"	18.24'	275.00'	N26°24'14"W	18.24'
C40	7°38'01"	43.30'	325.00'	N34°35'54"W	43.27'
C41	6°16'39"	35.61'	325.00'	N27°38'33"W	35.59'
C42	4°41'19"	26.60'	325.00'	S26°50'54"E	26.59'
C43	7°51'28"	44.57'	325.00'	S33°07'18"E	44.54'
C44	0°34'30"	3.26'	325.00'	S53°14'13"W	3.26'
C45	8°16'50"	46.97'	325.00'	S57°39'53"W	46.93'
C46	7°34'18"	42.95'	325.00'	S65°35'28"W	42.92'
C47	11°29'32"	55.16'	275.00'	S58°41'44"W	55.07'
C48	4°56'06"	23.69'	275.00'	S66°54'34"W	23.68'
C49	11°47'54"	3.09'	15.00'	N63°28'40"E	3.08'
C50	40°13'17"	10.53'	15.00'	N37°28'03"E	10.32'
C51	57°33'58"	50.24'	50.00'	S46°08'24"W	48.15'
C52	50°40'48"	44.23'	50.00'	N79°44'13"W	42.80'
C53	54°58'46"	47.98'	50.00'	N26°54'25"W	46.16'
C54	30°48'51"	26.89'	50.00'	N15°59'24"E	26.57'
C55	34°39'56"	30.25'	50.00'	N55°18'37"W	29.79'
C56	46°10'23"	40.29'	50.00'	N14°53'27"W	39.21'
C57	46°52'37"	40.91'	50.00'	N31°38'03"E	39.78'
C58	65°51'45"	57.48'	50.00'	N88°00'15"E	54.36'
C59	00°16'36"	0.99'	205.00'	N36°54'49"W	0.99'
C60	15°02'52"	53.84'	205.00'	N19°15'05"W	53.69'
C61	2°31'06"	9.01'	205.00'	N20°28'06"W	9.01'
C62	4°46'49"	12.93'	155.00'	N21°35'58"W	12.93'
C63	14°34'17"	39.42'	155.00'	N31°16'31"W	39.31'

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

I, NANCY RISTER, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 21ST DAY OF DECEMBER 2006 A.D., AT 3:31 O'CLOCK P.M., AND DULY RECORDED ON THE 3RD DAY OF JANUARY 2007 A.D., AT 1:48 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COUNTY, IN CABINET CC, AT SLIDE(S) 330,331 AND 332.
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST WRITTEN ABOVE.

NANCY RISTER, CLERK, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

DOCUMENT NO. 2007000779

COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

Stanley Consultants INC.
6836 Austin Center Blvd., Suite 350, Austin, Texas 78731
www.stanleyconsultants.com (512) 427-3600

Revision Date: 12/05/06 CITY COMMENTS

Scale: 1"=100' Date: 09/18/06	SHEET
Disk: 19315 Book: #	3
Drawn by: BJM	OF 3
File: PLAT3SEC4.DWG	
Approved by: BJM	
Project No.: 19028.21.30	

PHOTOGRAPHIC MYLAR

AGENDA ITEM # 14

January 21, 2016

Council Agenda Subject: Consideration of the Partial Release and Termination of Drainage Easement

Background: A drainage easement was dedicated in 2006. The easement was for a channel constructed with Benbrook Ranch Section Two Phase One and a channel to be constructed with Benbrook Ranch Section 2 Phase 4. Section 2 Phase 4 and its associated channel was never constructed. Plans for the land have changed though the easement remained in place. The partial release will terminate only the portion of the easement that was not used.

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

Financial Consideration: None

Recommendation: Staff recommends approval of the Partial Release and Termination of Drainage Easement.

Attachments: Attachment A: Partial Release and Termination of Drainage Easement
Attachment B: Original Drainage Easement

Prepared by: Terri Crauford, P.E., Assistant City Engineer

PARTIAL RELEASE AND TERMINATION OF DRAINAGE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, by that certain Drainage Easement recorded under Document No 2006063113 of the Official Public Records of the Williamson County, Texas, BENBROOK PROPERTIES, LTD, a Texas limited partnership, conveyed a drainage easement (the "Easement") over and across a 2.249 acres tract of land, more particularly described on EXHIBIT "A" thereto (the "Property"), for the purpose of constructing, operating, maintaining, repairing, replacing and upgrading a drainage channel and related facilities and to make connection therewith for the Benbrook Ranch Project; and

WHEREAS, the City of Leander (the "City" has determined that a 0.329 acre portion of the Easement, being more particularly described on the attached Exhibit "A" (the "Release Tract"), is no longer necessary for use by the City and that no City infrastructure is located in the Release Tract;

WHEREAS, the City desires to terminate and grant a release of the City's interest in the Easement as to the Release Tract only; and

NOW THEREFORE, for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of all present and future owners of the Release Tract encumbered by the Easement, or any portion thereof, the City has **RELEASED AND TERMINATED** and, by these presents, does **RELEASE AND TERMINATE** the portion of the Easement located on the Release Tract only; provided that the easement shall remain in full force and effect on all portions of the property except for the Release Tract. By execution hereof, the City confirms and acknowledges the PUE will be of no further force or effect as to the Release Tract only.

EXECUTED TO BE EFFECTIVE the ____ day of _____, 20___.

ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____
Debbie Haile, City Secretary Christopher Fielder, Mayor

THE STATE OF TEXAS §

COUNTY OF _____ §

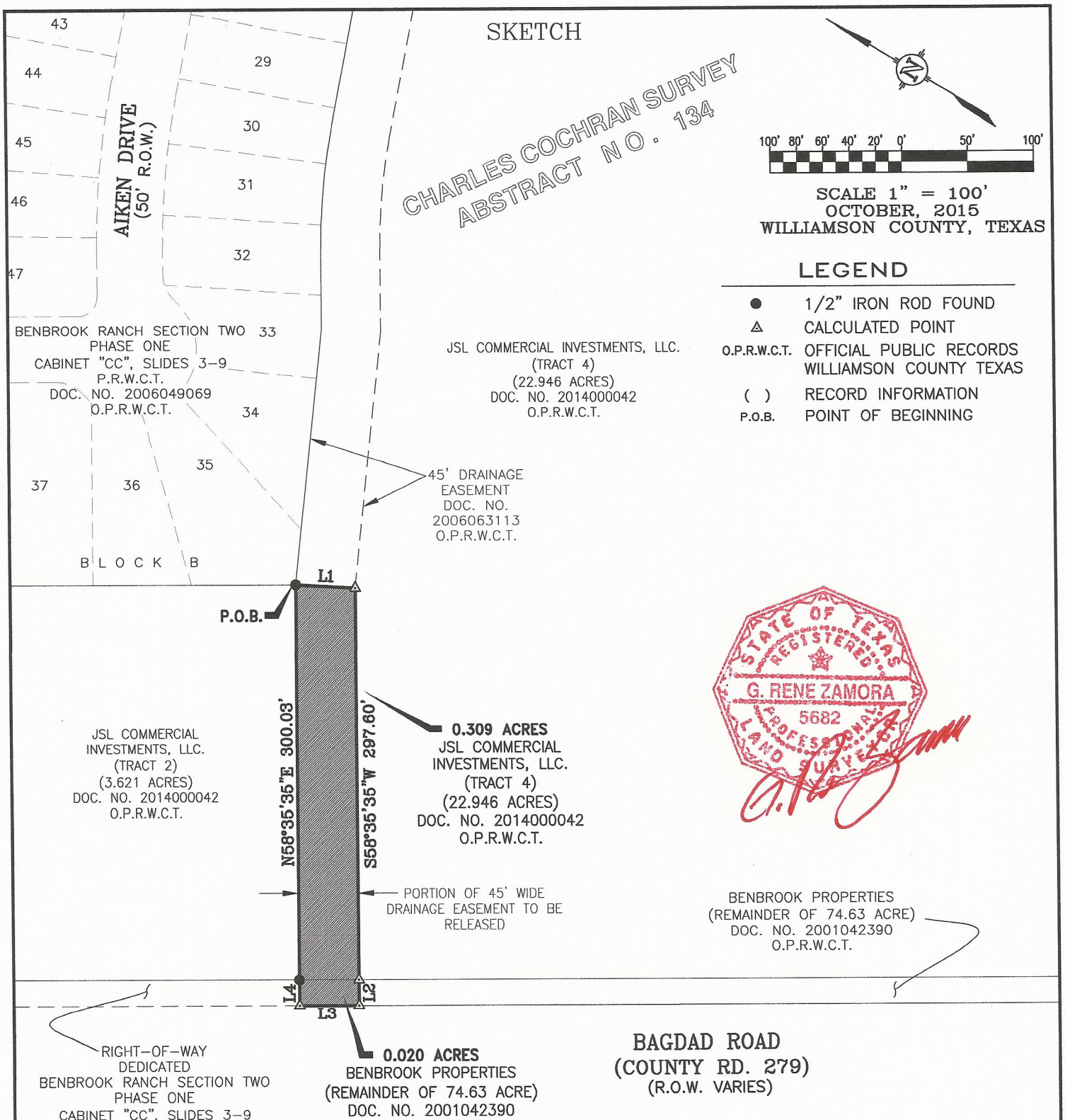
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Mayor, of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___day of _____, 20__.

[Seal]

_____
Notary Public in and for the State of Texas
My Commission Expires:_____

SKETCH



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S28°19'07"E	45.07
L2	S58°35'35"W	19.97
L3	N31°24'25"W	45.00
L4	N58°35'35"E	19.97

SHEET 3 OF 3

LOCATIONS

ZWA

Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
1435 South Loop 4 • Buda, Texas 78610
Tel: (512) 295-6201 • Fax (512) 295-6091

PROJECT:	0.329 ACRE TRACT Drainage Easement Vacation
JOB NUMBER:	13-1017-13
DATE:	OCTOBER, 2015
SCALE:	1"= 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	13-1017-13 DE Release.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

45' DRAINAGE EASEMENT TO BE RELEASED BEING 0.329 ACRE TRACT OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY NO. 134 WILLIAMSON COUNTY, TEXAS.

ESMT 2006063113
8 PGS

Attachment B

DRAINAGE EASEMENT

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

That BENBROOK PROPERTIES, LTD, hereinafter (called "**Grantor,**" whether one or more), in consideration of the sum of 10.00 Dollars and other good and valuable consideration, to Grantor in hand paid by the CITY OF LEANDER, TEXAS, the receipt and sufficiency of which is hereby acknowledged, has this day GRANTED, SOLD, and CONVEYED unto the CITY OF LEANDER, a Texas home-rule municipal corporation, situated in the County of Williamson, State of Texas, and whose address is P.O. Box 319, Leander, Texas 78646, ATTN: City Engineering Department, its successors and assigns, an easement to construct, operate, maintain, repair, replace and upgrade a drainage channel and related facilities, (collectively called the "Improvements") and to make connections therewith for the Benbrook Ranch Project (called the "Project"), in, on, under, and across the following described land:

> All that land situated in Williamson County, Texas, described in **EXHIBIT "A"** attached hereto and made a part hereof for all purposes, (the **"Easement Tract"**).

TO HAVE AND TO HOLD the same perpetually to the City of Leander and its successors and assigns, together with the right at any times to enter all or a part of the Easement Tract, to construct, operate, maintain, repair, replace, and upgrade the Improvements for the Project. However, City of Leander after completing and accepting the Project must restore the surface of the Easement Tract to a similar or better condition than existed before the Project was undertaken. Further, Grantor reserves the right to enter upon and use the Easement Tract but Grantor shall not (i) use the Easement Tract in any manner that interferes in any material way or is inconsistent with the Drainage Easement granted hereunder, (ii) erect, or permit to be erected, a building, structure or irrigation systems on any portion of the Easement Tract, or (iii) install, or permit to be installed, any trees, bushes, or landscaping (other than groundcover) within the Easement Tract. City of Leander shall restore the surface of the Easement Tract at its sole expense, including the restoration of any groundcover, landscaping, sidewalks, driveways or similar surface improvements located upon or immediately adjacent to the Easement Tract that have been removed, relocated, altered, damaged or destroyed as a result of its use of the Easement granted hereunder; provided, however, that the City of Leander will not be obligated to restore or replace trees, bushes, irrigation systems, or other improvements installed in violation of this Easement.

Unofficial Document

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted unto the City of Leander, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof subject the matters set forth herein.

IN WITNESS WHEREOF, Grantor has executed this instrument on JULY 17, 2006.

GRANTOR:

BENBROOK PROPERTIES, LTD.

John S. Lloyd

Its: MGR

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

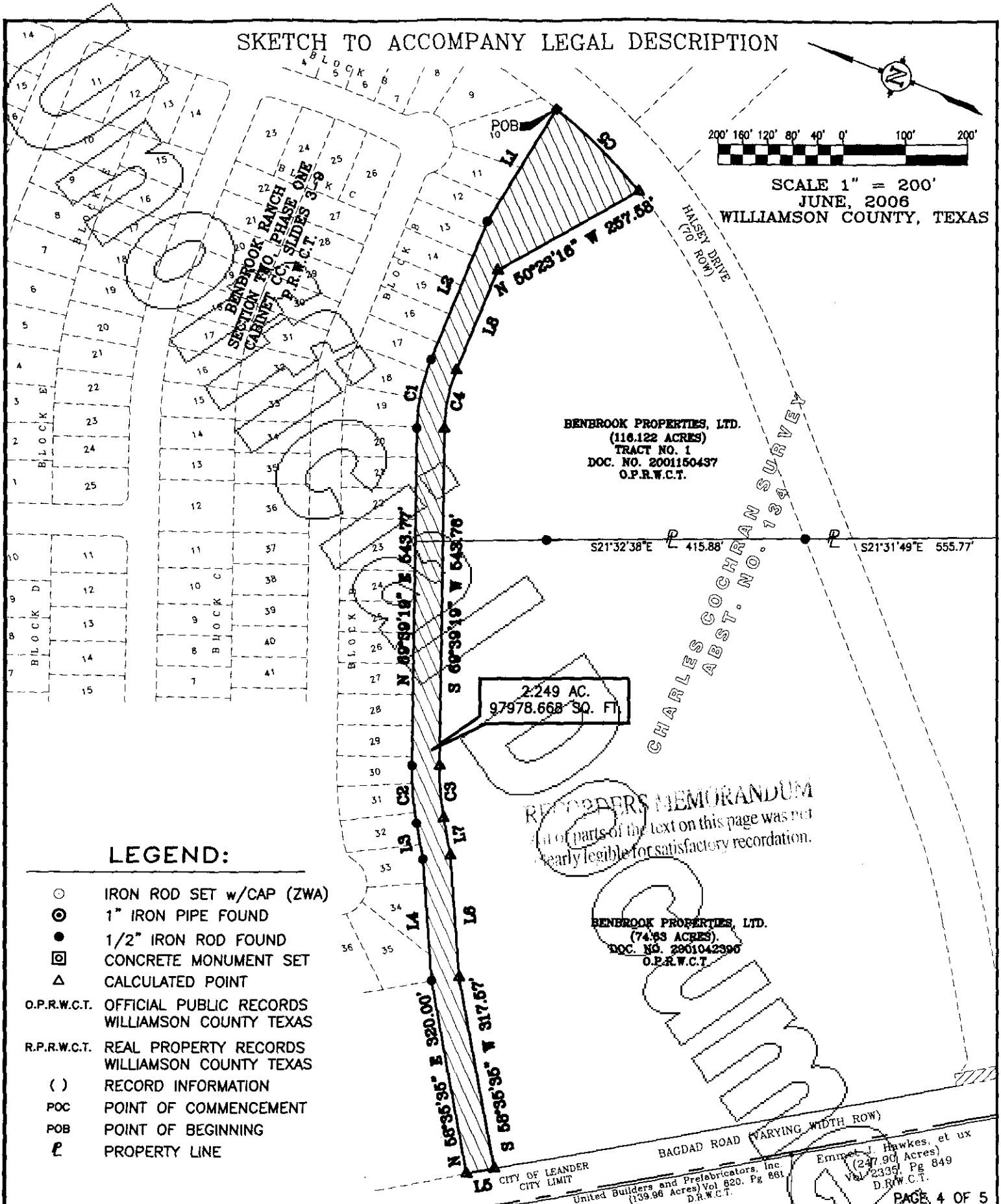
This instrument was acknowledged before me on this the 17th day of July, 2006, by John S. Lloyd, for the purposes and consideration recited therein.

IRMA W. SPEERS
Notary Public, State of Texas
My Commission Expires
February 20, 2009

Notary Public, State of Texas

Unofficial Document

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

LEGEND:

○	IRON ROD SET w/CAP (ZWA)
⊙	1" IRON PIPE FOUND
●	1/2" IRON ROD FOUND
⊡	CONCRETE MONUMENT SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS
R.P.R.W.C.T.	REAL PROPERTY RECORDS WILLIAMSON COUNTY TEXAS
( )	RECORD INFORMATION
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
℄	PROPERTY LINE

ZWA
Zamora-Warrick & Associates, L.L.C.
Professional Land Surveyors
4412 SPICEWOOD SPRINGS ROAD, SUITE 200
Tel (512) 241-1078 • Fax (512) 241-1392

PROJECT:	BENBROOK RANCH SECTION 2 EASEMENTS
JOB NUMBER:	Z02-026-10
DATE:	JUNE, 2006
SCALE:	1" = 200'
SURVEYOR:	WARRICK
TECHNICIAN:	WOOD
DRAWING:	FN202-026-10-01
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

DRAINAGE EASEMENT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	S79°52'10"E	211.33
L2	S88°42'15"E	239.47
L3	N58°35'35"E	59.26
L4	N64°46'09"E	197.38
L5	N31°24'25"W	45.00
L6	S64°46'09"W	197.38
L7	S58°35'35"W	61.68
L8	N88°42'15"W	173.37

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	113.31	300.00	21°38'26"	N80°28'32"E	112.64
C2	93.64	485.00	11°03'44"	N64°07'27"E	93.49
C3	84.95	440.00	11°03'44"	S64°07'27"W	84.82
C4	96.31	255.00	21°38'26"	S80°28'32"W	95.74
C5	187.28	1000.00	10°43'49"	S24°12'51"W	187.00

Unofficial Document

ZWA
Zamora-Warrick & Associates, L.L.C.
Professional Land Surveyors
4412 SPICEWOOD SPRINGS ROAD, SUITE 200
Tel (512) 241-1078 • Fax (512) 241-1392

PROJECT: BENBROOK RANCH SECTION 2 EASEMENTS
JOB NUMBER: Z02-026-10
DATE: JUNE, 2006
SCALE: 1" = 200'
SURVEYOR: WARRICK
TECHNICIAN: WOOD
DRAWING: Z02-026-10-01
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

DRAINAGE EASEMENT

AFTER RECORDING, RETURN TO:

Terry S. Reynolds, Project Coordinator
(4) PBS&J
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2006063113

Nancy E. Rister

07/27/2006 04:21 PM
PHERBRICH $44.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

AGENDA ITEM # 15

January 21, 2016

Council Agenda Subject: Consideration of Release and Termination of Wastewater Utility Easement for Lot 1, North Creek Commercial Park

Background: The attached Wastewater Utility Easement was filed on February 3, 2015, in order to allow the removal of a ten foot PUE via the re-platting of Lot 1 of North Creek Commercial Park. This PUE contained a wastewater line that has since been abandoned and replaced another line by the developer, which improved the marketability of the lot. As a result, this Wastewater Utility Easement is no longer needed and must be vacated, as planned during the development process, as the final step in the process of relocating the original wastewater line.

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

Financial Consideration: N/A

Recommendation: Staff recommends approval of the Release and Termination of Wastewater Utility Easement for Lot 1, North Creek Commercial Park.

Attachments: Wastewater Utility Easement and Release and Termination of Wastewater Utility Easement for Lot 1, North Creek Commercial Park with Exhibit A

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

WASTEWATER UTILITY EASEMENT

DATE: **January 13, 2015**

GRANTOR: **Firstmark Credit Union**

GRANTOR'S MAILING ADDRESS (including County):
2023 Gold Canyon Drive
San Antonio, Texas 78232 (Bexar County)

GRANTEE: **City of Leander, Texas**

GRANTEE'S MAILING ADDRESS (including County):
P.O. Box 319
Leander, Texas 78646-0319 (Williamson County)

LIENHOLDER: **None**

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A **485.55** foot (**10'**) wide wastewater utility easement, containing **0.112** acres, more or less, located in **Williamson** County, Texas, said easement being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for wastewater mains, lines and pipes, and the supplying of wastewater or other such utility services in, upon, under and across the **PROPERTY** more fully described in Exhibit "A" attached hereto (the "Easement").

This Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, and to dedicate and grant public or private easements for such purposes, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein, provided that such improvements must be installed in

accordance with applicable law and provided further that Grantee shall not be responsible for any damage or injury to such improvements that are caused by Grantee's activities under this Easement. The parties shall reasonably cooperate so as to locate drainage facilities so that such facilities do not damage, interfere with, or hinder the placement, construction, maintenance, operation, repair, or replacement of the wastewater facilities under this Easement. Grantor may not construct any building, fences, walls, or similar improvements on the Property.

2. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of **Williamson** County, Texas, or apparent on the ground.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easements, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easements unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

SVP Lending Firstmark Credit Union

GREGG N. THORNE

THE STATE OF TEXAS §

COUNTY OF Bexar §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gregg N. Thorne, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he 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 15th day of January 2015.

(SEAL)

ANDREA HARDIN
Notary Public, State of Texas
My Commission Expires
February 15, 2017

Notary Public-State of Texas

ACCEPTED:

City of Leander, Texas

Kent Cagle

Name: Kent Cagle

Title: City Manager

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 Kent Cagle, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he 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 29th day of January, 2015.

(SEAL) Ellen Pizalate

Notary Public-State of Texas

ELLEN PIZALATE
MY COMMISSION EXPIRES
September 20, 2018

AFTER RECORDING RETURN TO:

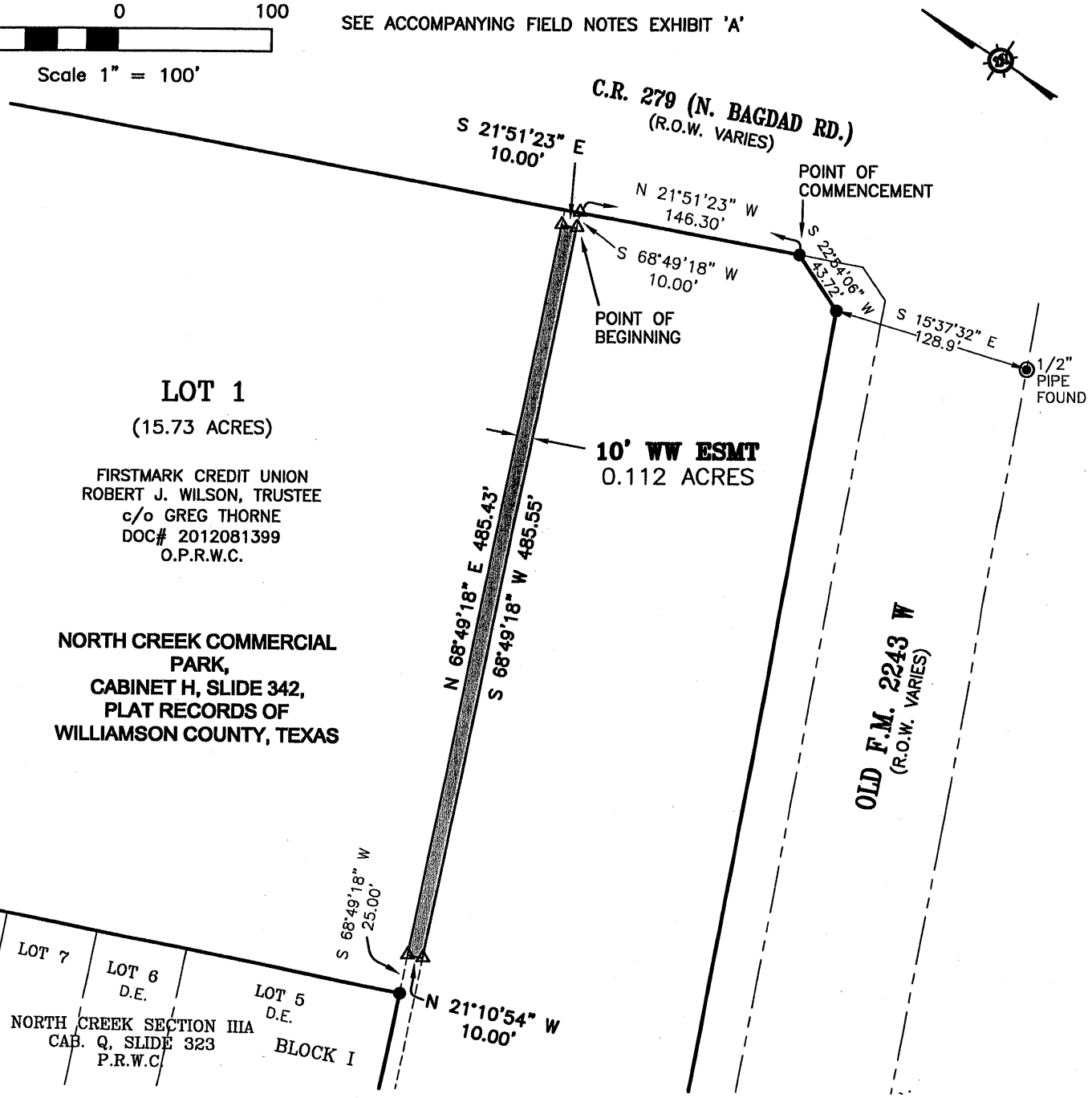
~~City of Leander~~ HAYNIE CONSULTING INC.
~~P.O. Box 319~~ 1010 PROVIDENT LANE
~~Leander, Texas 78646-0319~~
ROUND ROCK, TX. 78664

A WASTEWATER EASEMENT IN LOT 1, NORTH CREEK COMMERCIAL PARK, CABINET H, SLIDE 342, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

100 0 100

Scale 1" = 100'

SEE ACCOMPANYING FIELD NOTES EXHIBIT 'A'



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.

1-27-15

DATE

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

STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNIE
2380
PROFESSIONAL
LAND SURVEYOR

LEGEND

●	½" IRON ROD FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
P.R.W.C.	PLAT RECORDS WILLIAMSON COUNTY
———	ADJOINING PROPERTY LINE
- - - - -	EASEMENT

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

E:\Projects\651 Bruce Nakfoor\651-14-05 18 acres Baghdad & 2243\651-14-05 NORTHCREEK COMMERCIAL PARK\DWG\EXHIBITS\North Creek Comm Park Easement Exhibit.dwg Jan 27, 15 8:06 am

RELEASE AND TERMINATION OF WASTEWATER UTILITY EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, by Document No. 2015008228, recorded in of the Official Records of the Williamson County Deed Records, Firstmark Credit Union conveyed a wastewater utility easement (the "WWUE") over and across Lot 1 of North Creek Commercial Park, being more particularly described on the attached Exhibit "A"; and

WHEREAS, the City of Leander (the "City") has determined that the WWUE is no longer necessary for use by the City and that no City infrastructure is located in the WWUE;

WHEREAS, the City desires to terminate and grant a release of the City's interest in the WWUE; and

NOW THEREFORE, for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of all present and future owners of the Property, or any portion thereof, the City has **RELEASED AND TERMINATED** and, by these presents, does **RELEASE AND TERMINATE** the WWUE. By execution hereof, the City confirms and acknowledges the WWUE will be of no further force or effect.

EXECUTED TO BE EFFECTIVE the ____ day of _____, 20___.

ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____
Debbie Haile, City Secretary Christopher Fielder, Mayor

THE STATE OF TEXAS §

COUNTY OF _____ §

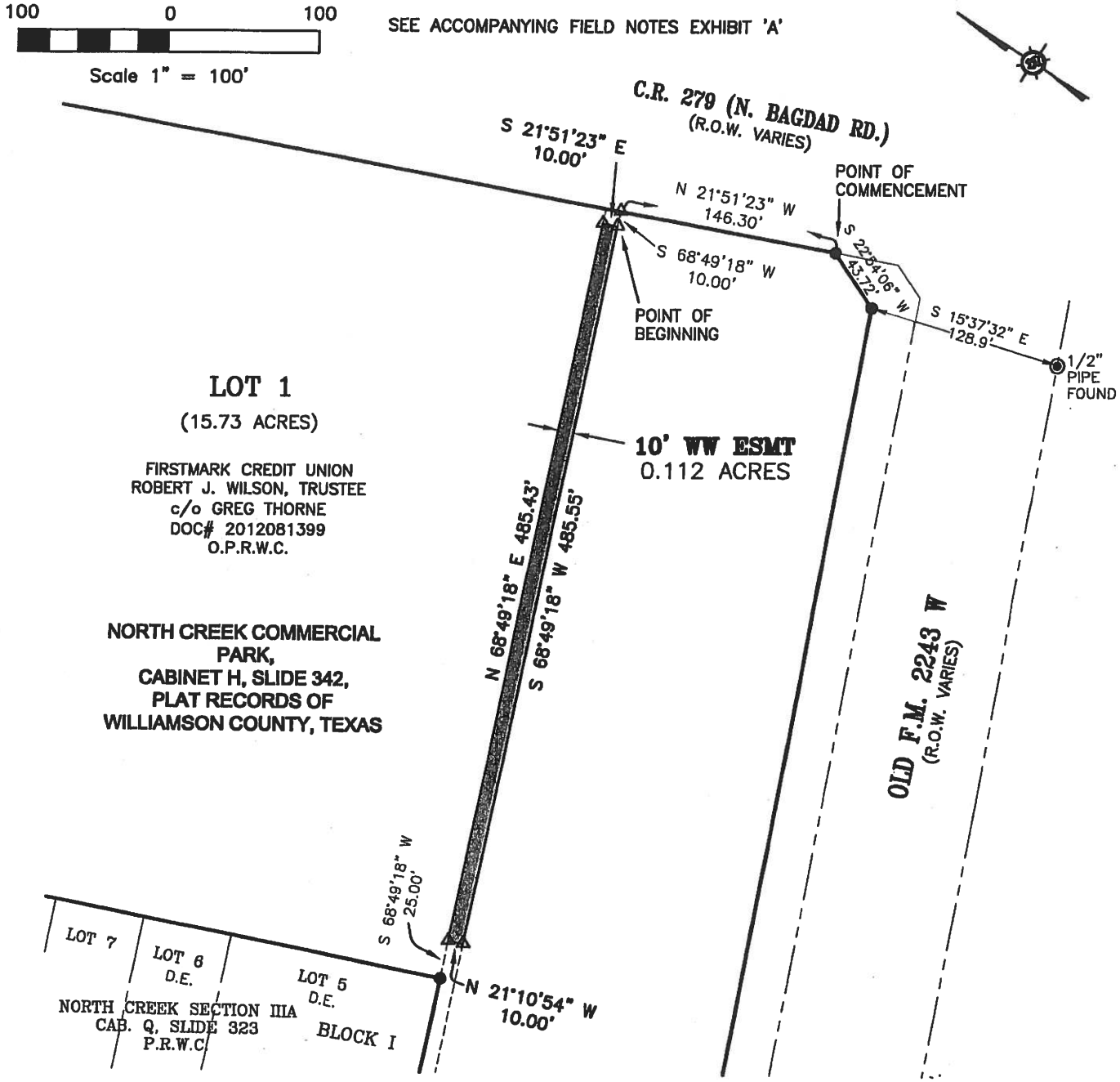
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Mayor, of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___day of _____, 20__.

[Seal]

_____
Notary Public in and for the State of Texas
My Commission Expires:_____

A WASTEWATER EASEMENT IN LOT 1, NORTH CREEK COMMERCIAL PARK, CABINET H, SLIDE 342, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS



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STATE OF TEXAS
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LEGEND

●	½" IRON ROD FOUND
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———	ADJOINING PROPERTY LINE
- - - - -	EASEMENT

NOTE:
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HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
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E:\Projects\651 Bruce Nakfoor\651-14-05 18 acres Baghdad & 2243\651-14-05 NORTHCREEK COMMERCIAL PARK\DWG\EXHIBITS\North Creek Comm Park Easement Exhibit.dwg Jan 27, 15 8:06 am

AGENDA ITEM # 16

Executive Summary

January 21, 2016

Agenda Subject:	Zoning Case 15-Z-036: Hold a public hearing and consider action on the rezoning of a lot located at 10970, 10980, and 10974 Crystal Falls Pkwy; 6.69 acres more or less; legally described as Lot 1, Blk A, Anderson Commercial, WCAD Parcel R542627. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban). The applicant is proposing to zone the property to GC-3-C (General Commercial), Leander, Williamson County, Texas.
Background:	This request is the first step in the rezoning process.
Origination:	Applicant: City of Leander on behalf of Anderson, Dorothy Jean Stephenson.
Financial Consideration:	None
Recommendation:	None. This case has been withdrawn in order to add adjacent, city-owned property to the zoning change application.
Attachments:	None.
Prepared By:	Tom Yantis, AICP Assistant City Manager 01/11/2016

AGENDA ITEM # 17

Executive Summary

January 21, 2016

Agenda Subject:	Zoning Case 15-Z-018: Hold a public hearing and consider action on the rezoning of several parcels of land located at 1445 CR 270; 220 acres more or less: WCAD Parcels R032109 and R032201. Currently, the property is zoned interim SFR-1-B (Single-Family Rural). The applicant is proposing to zone the property to PUD (Planned Unit Development) with the following base zoning district of SFC-2-A (Single Family Compact), SFU-2-A (Single family Urban), SFS-2-A (Single Family Suburban), and MF-2-A (Multi-Family), Leander, Williamson County, Texas.
Background:	This request is the first step in the rezoning process.
Origination:	Applicant Blake Magee on behalf of Ernest Loyd and Nancy Toungate, and Mark and Laura Toungate.
Financial Consideration:	None
Recommendation:	None. This application has been withdrawn.
Attachments:	1. Postponement Letter
Prepared By:	Tom Yantis, AICP Assistant City Manager 01/11/2016

BLAKE MAGEE CO

January 7, 2016

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

RE: Palmera Bluff PUD Zoning Amendment

Dear Ms. Griffin,

Please postpone the public hearing for the PUD Zoning Amendment for the Palmera Bluff PUD. It has been brought to our attention that a portion of our property that is included in the PUD Zoning Amendment was not included in the notification process. We are requesting that the additional property be included in the zoning notification and for the amendment to be placed on the February 2016 agenda.

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

Sincerely,

Amy Lynn Payne for

Blake J. Magee,
President
Palmera Ridge Development, Inc.

1011 North Lamar Blvd.
Austin, Texas 78703
512.481.0303 512.481.0333
www.blakemageeco.com

Executive Summary

January 21, 2016

Agenda Subject: Zoning Case 15-Z-024: Hold a public hearing and consider action on the rezoning of several parcels of land located at 18175 Ronald W. Reagan Blvd. 51.84 acres more or less; WCAD Parcels R510101, R497581, R497583, and R473803. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and GC-3-C (General Commercial (GC-3-C). The applicant is proposing to zone the property to SFU-2-A (Single-Family Urban) and SFC-2-A (Single-Family Compact). The City Council is proposing to zone the property to SFU-2-A (Single-Family Urban), SFC-2-A (Single-Family Compact), and SFL-2-B (Single-Family Limited) with conditions; Leander, Williamson County, Texas.

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

Origination: Applicant: Shawn Graham with Jones & Carter, Inc. on behalf of Robert E. Tesch

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission recommended approval of the SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFL-2-B (Single-Family Limited) districts with a 5 to 1 vote (Commissioner Hines opposing) at the December 22, 2015 meeting. Staff recommends that the City Council consider adding a lot size maximum and an alley requirement for the lots that back to the commercially zoned property for the portion designated as SFL-2-B (Single-Family Limited) in order to be consistent with the Comprehensive Plan.

The City Council approved rezoning the property to SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFL-2-B (Single-Family Limited) districts with the following conditions at the January 7, 2016 meeting.

1. All lots designated as SFL-2-B (Single-Family Limited) that back to commercially zoned property shall be alley loaded.
2. All lots designated as SFL-2-B (Single-Family Limited) shall be limited to a maximum lot width of forty-five (45’) feet for interior lots and fifty-five (55') feet for corner lots.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Proposed Zoning Map
5. Staff Proposed Zoning Map
6. Aerial Map
7. Notification Map
8. Letter of Intent
9. Applicant Proposed Zoning
10. Ordinance

Prepared By: Tom Yantis, AICP
Assistant City Manager 01/11/2016

PLANNING ANALYSIS

ZONING CASE 15-Z-024
VALLEY VISTA

GENERAL INFORMATION

Applicant/Owner: Jones & Carter, Inc. (Shawn Graham) on behalf of Robert E. Tesch

Current Zoning: Interim SFR-1-B (Single-Family Rural)
GC-3-C (General Commercial))

Proposed Zoning: SFC-2-A (Single-Family Compact)
SFU-2-A (Single-Family Urban)

Size and Location: The property is located on the west side of Ronald Reagan Blvd. approximately ¾ of a mile north from the northwest corner of the intersection of Palmera Ridge Blvd. and Ronald Reagan Blvd

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	Interim SFR-1-B	Vacant land
EAST	Interim SFR-1-B GC-3-C	Vacant land
SOUTH	GC-3-C Interim SFR-1-B	Vacant land
WEST	OCL/ETJ	Vacant land/ heavily wooded area

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

SFC – SINGLE FAMILY COMPACT:

Features: 5,500 sq. ft. lot min.; 1,100 sq. ft. living area min.

Intent: Development of single-family detached dwellings on small lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with small lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods, and to be developed on a moderate scale with a maximum district size of seventy-five (75) acres.

SFU – SINGLE FAMILY URBAN:

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

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

SFT – SINGLE FAMILY TOWNHOUSE:

Features: 2,000 sq. ft. lot min; 900 sq. ft. living area min.

Intent: development of single-family attached dwellings on very small sized lots and for other uses that are compatible and complimentary to attached residential development. This component is generally intended as follows:

(1) To provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways.
(2) To create more variety in housing opportunities and in the fabric of the neighborhoods.
(3) To include or be located within six hundred feet of parkland or other recreational open space.
(4) To be located in planned communities of greater than 100 acres and comprising less than ten percent (10%) of the lots, or to provide infill opportunities in appropriate areas of the City such as in areas under transition.

Frontage for such lots shall be provided by a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless access to garages on such lots is from an alley.

SITE COMPONENT:

TYPE 2:

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

Intent:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
(4) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

ARCHITECTURAL COMPONENT:

TYPE A:

Features: 85% masonry; 5 or more architectural features.

Intent:

(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
(2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
(3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Create strong neighborhoods with a variety of housing choices.
- Encourage a range of housing types at a variety of price points.
- Neighborhood Residential is intended to accommodate a variety of housing types. The density and mix of housing types is dependent on a number of suitability factors including environmental constraints (such as steep topography and floodplain), the availability of sewer infrastructure, proximity to neighborhood and community centers, existing and planned parks and recreation sites, schools, and the road network.
- Mixed Use Corridors are areas along arterials between Centers that have available land and should be developed to preserve the integrity of the corridor and maintain mobility. Application: All land within approximately 500 feet of the outer edge of the right-of-way (typically one block deep) should be considered a part of the corridor.
- The Open Space land use category includes areas devoted to parks and recreational facilities as well as areas within the 100 year floodplain. Primary uses in these areas are intended to be open space, forestry or ranching. Additional parks and open space should be included in new developments as amenities, however the exact location of these areas

will be dependent on the context sensitive design of individual properties and is not reflected on the Future Land Use Map.

- Enhance Leander's public spaces to create and link destinations.

ANALYSIS:

The applicant is requesting to zone the property to SFC-2-A (Single-Family Compact) and SFU-2-A (Single-Family Urban). The property to the north is zoned Interim SFR-1-B (Single-Family Rural) and portions of the property are located outside of City Limits and within the City's Extra-Territorial Jurisdiction. The properties to the east are zoned Interim SFR-1-B, and GC-3-C (General Commercial); properties to the south and west are zoned Interim SFR-1-B, GC-3-C, and are also located outside of City Limits and within the City's Extra-Territorial Jurisdiction.

The SFC-2-A zoned district permits for the development of detached single family homes on a minimum of 50 ft wide lots, and the SFU-2-A zoning district permits for the development of detached single family homes on a minimum of 60 ft wide lots. The SFT-2-A zoned district permits the development of attached single family homes with a maximum of eight connected townhouse units.

The Type 2 site component is the standard site component paired with all of the City of Leander residentially zoned districts and is compatible with the requested Use Components. The Type A Architectural Component is the highest architectural standard provided by the Composite Zoning Ordinance. It requires 85% masonry on all elevations for all stories, and requires a minimum of 5 architectural design features on the front façades of buildings. This component is also compatible with the requested Use Component.

This property is located within the Neighborhood Residential, Mixed Use Corridor, and Open Space land classifications per the adopted Future Land Use Map. The Neighborhood Residential classification is intended to provide for a variety of housing types. The density and mix of housing is dependent on a variety of factors including environmental constraints, availability of infrastructure, and proximity to development centers. The proposed density for the development is reasonable as there is availability to sewer and water infrastructure, and the development is within proximity of an Activity Center.

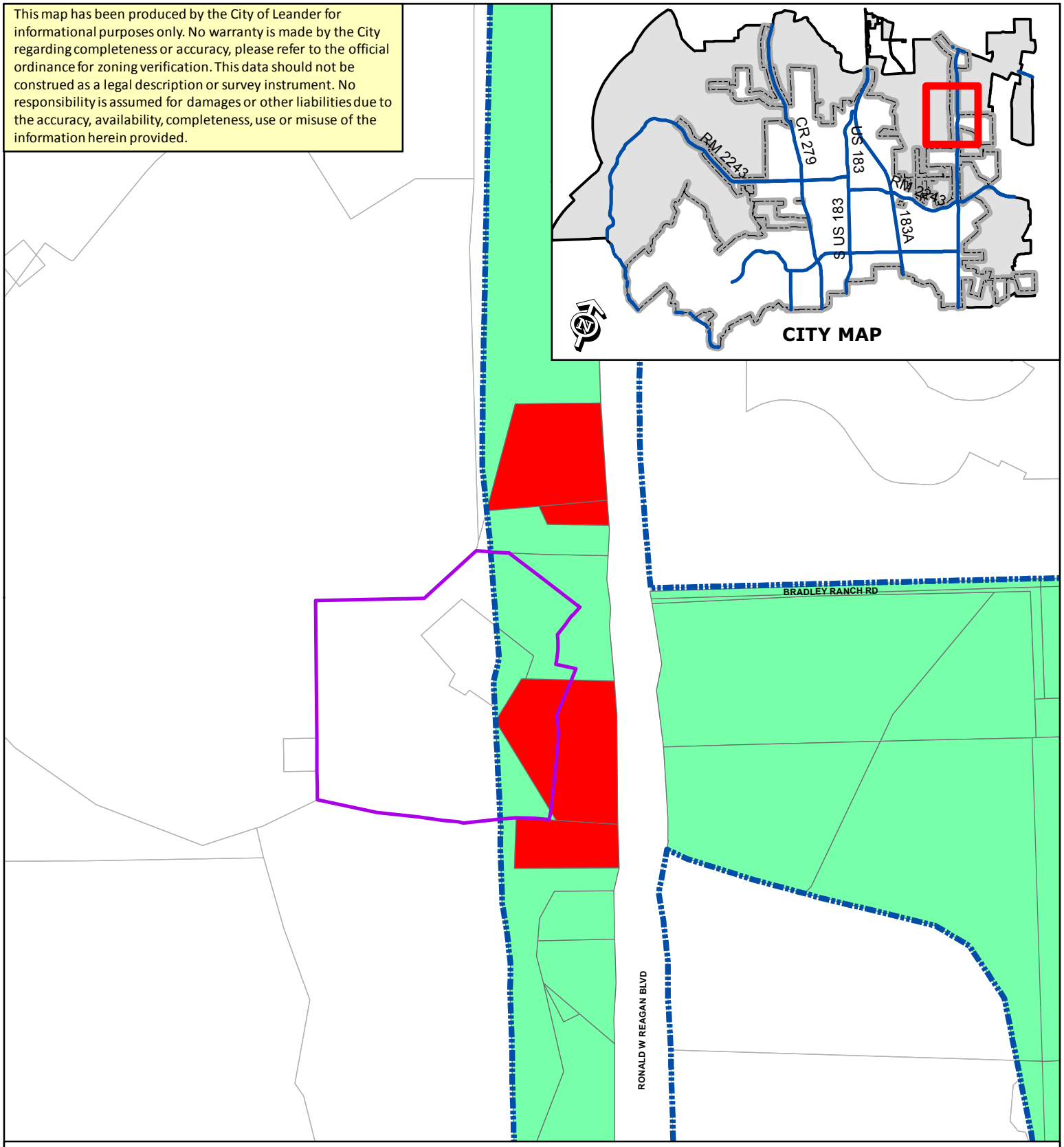
The eastern portion of the property is located within a Mixed Use Corridor classification. This corridor calls for higher density single family lots to provide for a transition between more intense development and higher classification thoroughfares to lower density single family residential. It permits SFT (Single-Family Townhouse) and SFL (Single-Family Limited) districts along corridors; and seeks to focus LC (Local Commercial) at intersections of thoroughfares and LO (Local Office) districts along thoroughfares.

The applicant's request provides for SFC and SFU districts within the mixed use corridor, which does not meet the intent of the Comprehensive Plan. The applicant would need to provide SFT, SFL, TF, or a combination of districts within the area of the property defined as a Mixed Use Corridor to be complaint with the Comprehensive Plan. This would provide for an adequate transition to lower density single-family development away from Ronald Reagan Blvd. and the existing General Commercial zoning along this thoroughfare.

The southern portion of the property is located within the Open Space classification as identified on the Future Land Use Map. This land classification's primary uses in these areas are intended to be open space, forestry or ranching. Additional parks and open space should be included in new developments as amenities, however the exact location of these areas will be dependent on the context sensitive design of individual properties. The City of Leander Transportation Plan calls for an 8 - 10 ft hike and bike trail along the north side of the San Gabriel River, and the applicant's proposed zoning and subsequent development would accommodate for this trail within this area.

STAFF RECOMMENDATION:

Staff recommends approval of the requested SFC-2-A, SFU-2-A districts, with the inclusion of the staff proposed SFT-2-A within the Mixed Use Corridor portion of the applicant's property. Staff's proposed amendment to the applicant's zoning request meets the goal statements of the Future Land Use Plan, is in compliance with the Future Land Use Map, and meets the intent statements of the Composite Zoning Ordinance.



ZONING CASE 15-Z-024 Attachment #2

Current Zoning Map - Valley Vista

Subject Property
City Limits

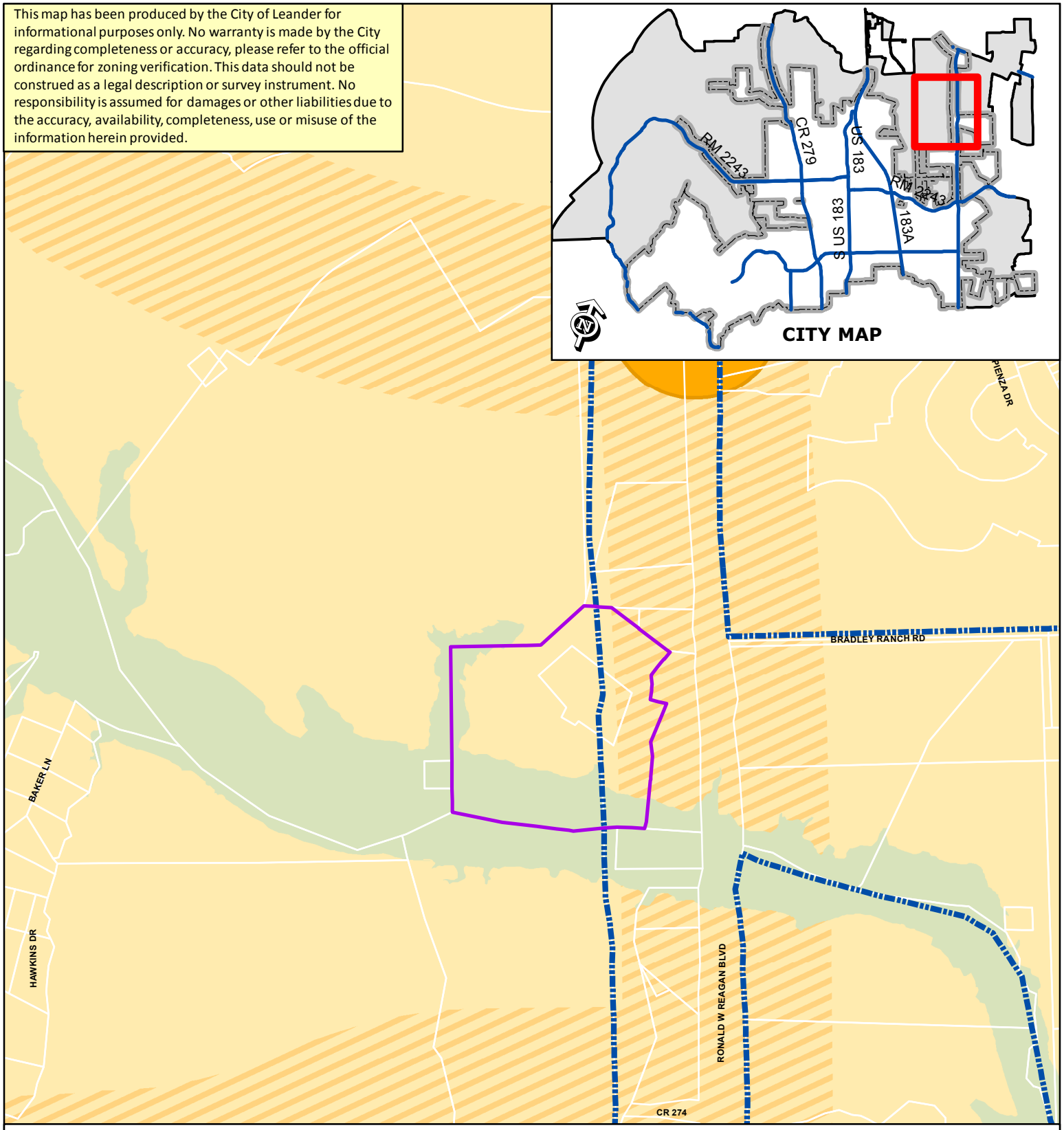
Annexation

Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

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

N

0 200
Feet



ZONING CASE 15-Z-023 Attachment #3

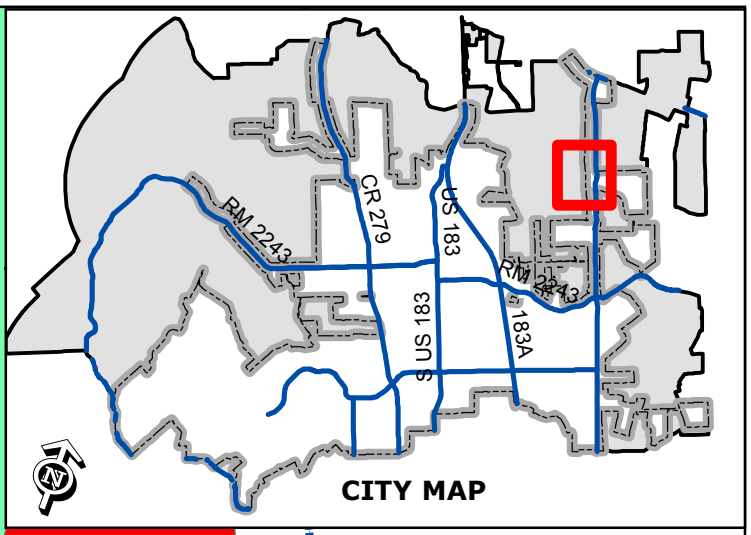
Future Land Use Map - Valley Vista

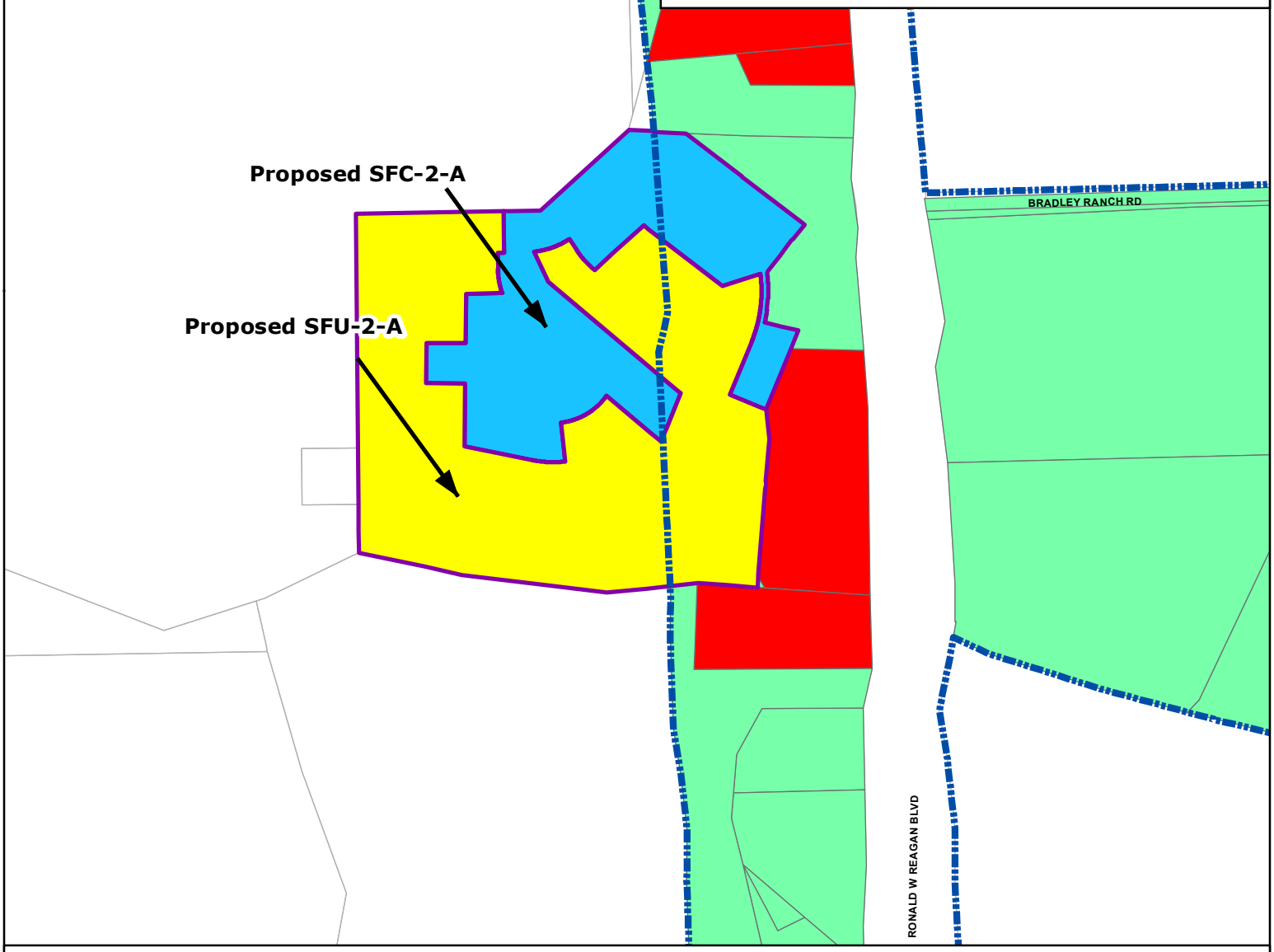
- Subject Property
- City Limits
- Open Space
- Mixed Use Corridor
- Commercial Corridor
- Neighborhood Center
- Community Center
- Activity Center
- Transit Supportive Mixed Use
- Station Area Mixed Use
- Old Town Mixed Use
- Employment Mixed Use
- Industrial District
- Neighborhood Residential

N

0 200
Feet

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.





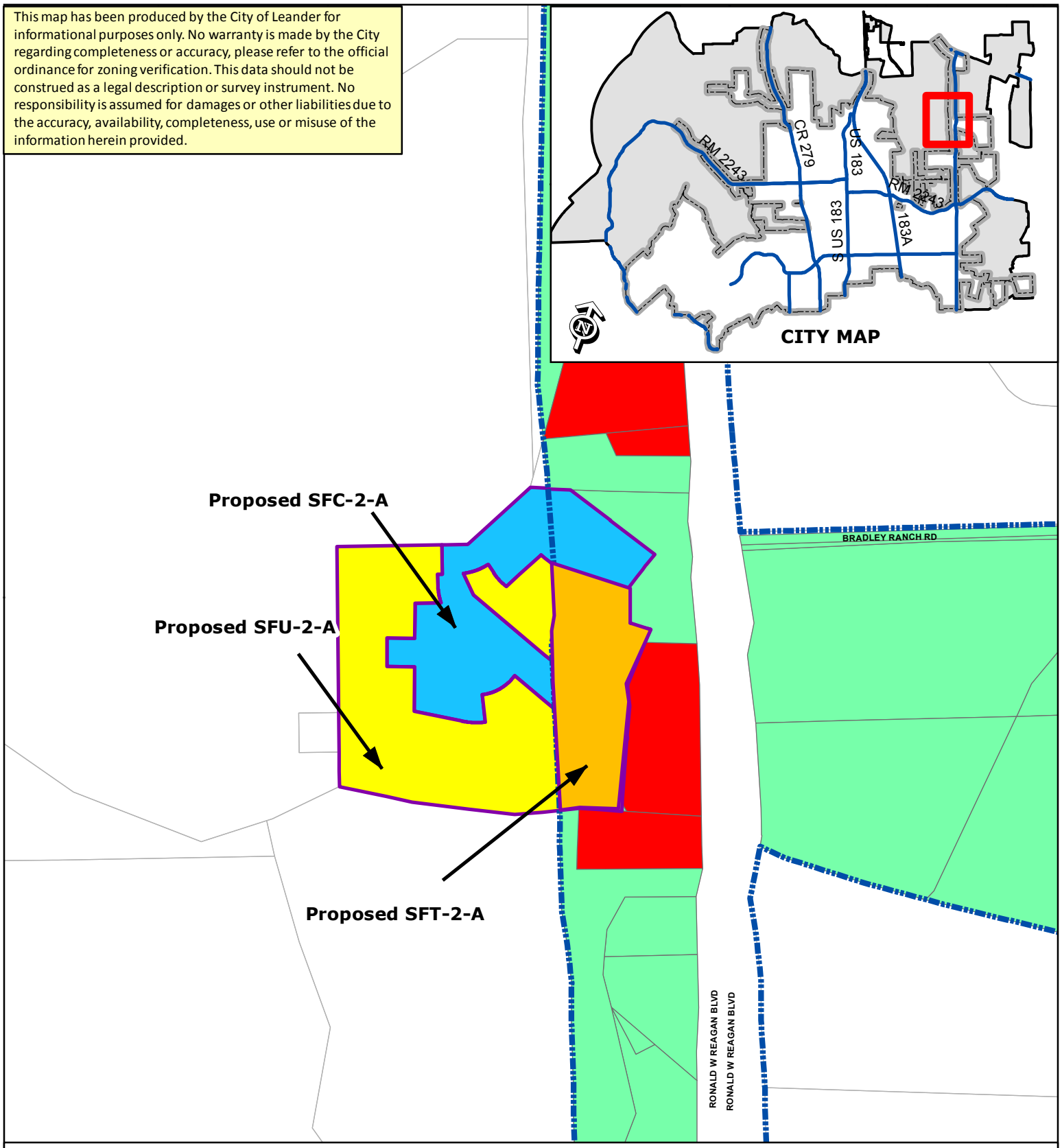
ZONING CASE 15-Z-024 Attachment #4 Proposed Zoning Map - Valley Vista

- 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	

N

0 200
Feet



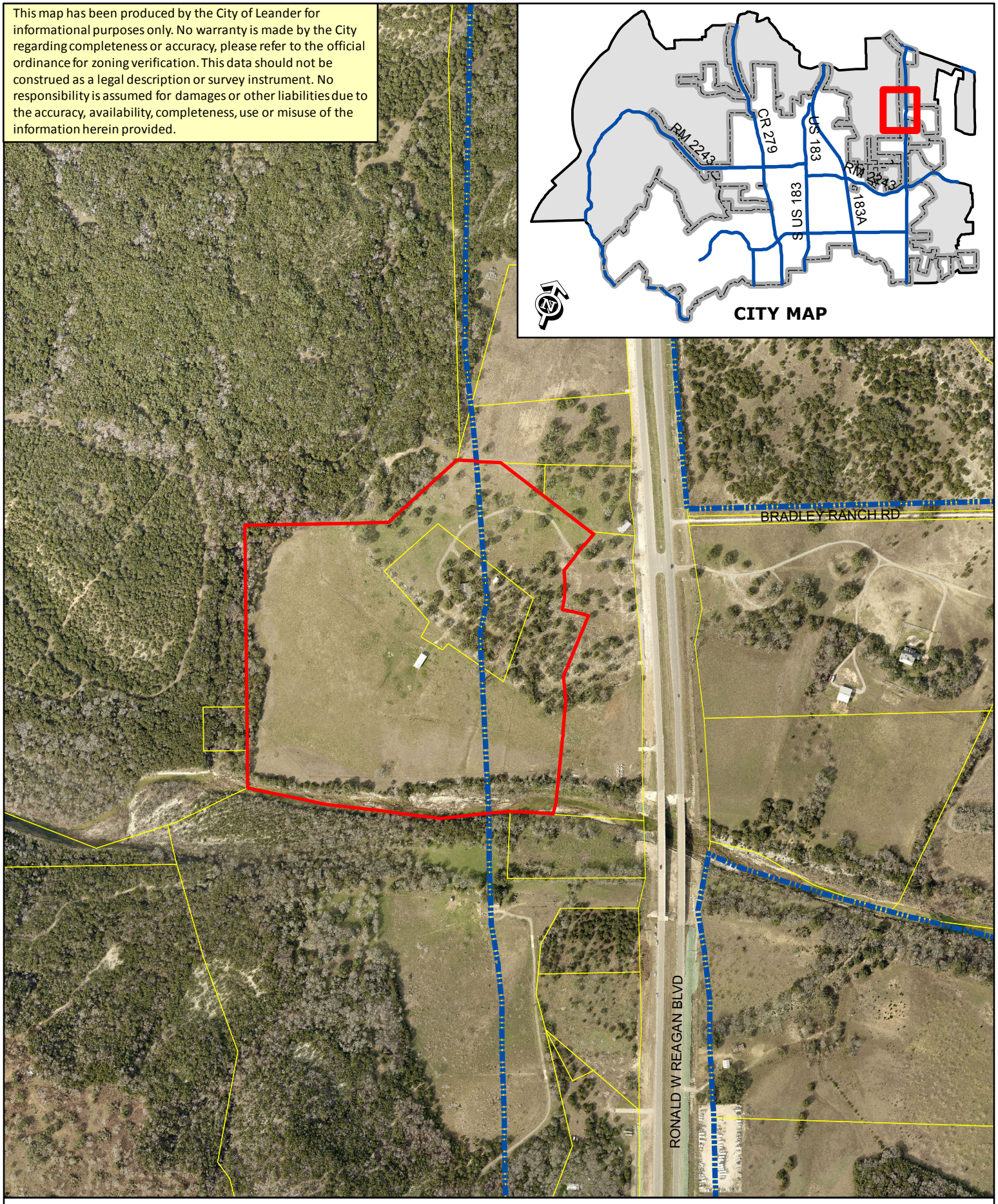
ZONING CASE 15-Z-024 Attachment #5 Staff Proposed Zoning Map - Valley Vista

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

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

N

0 200
Feet

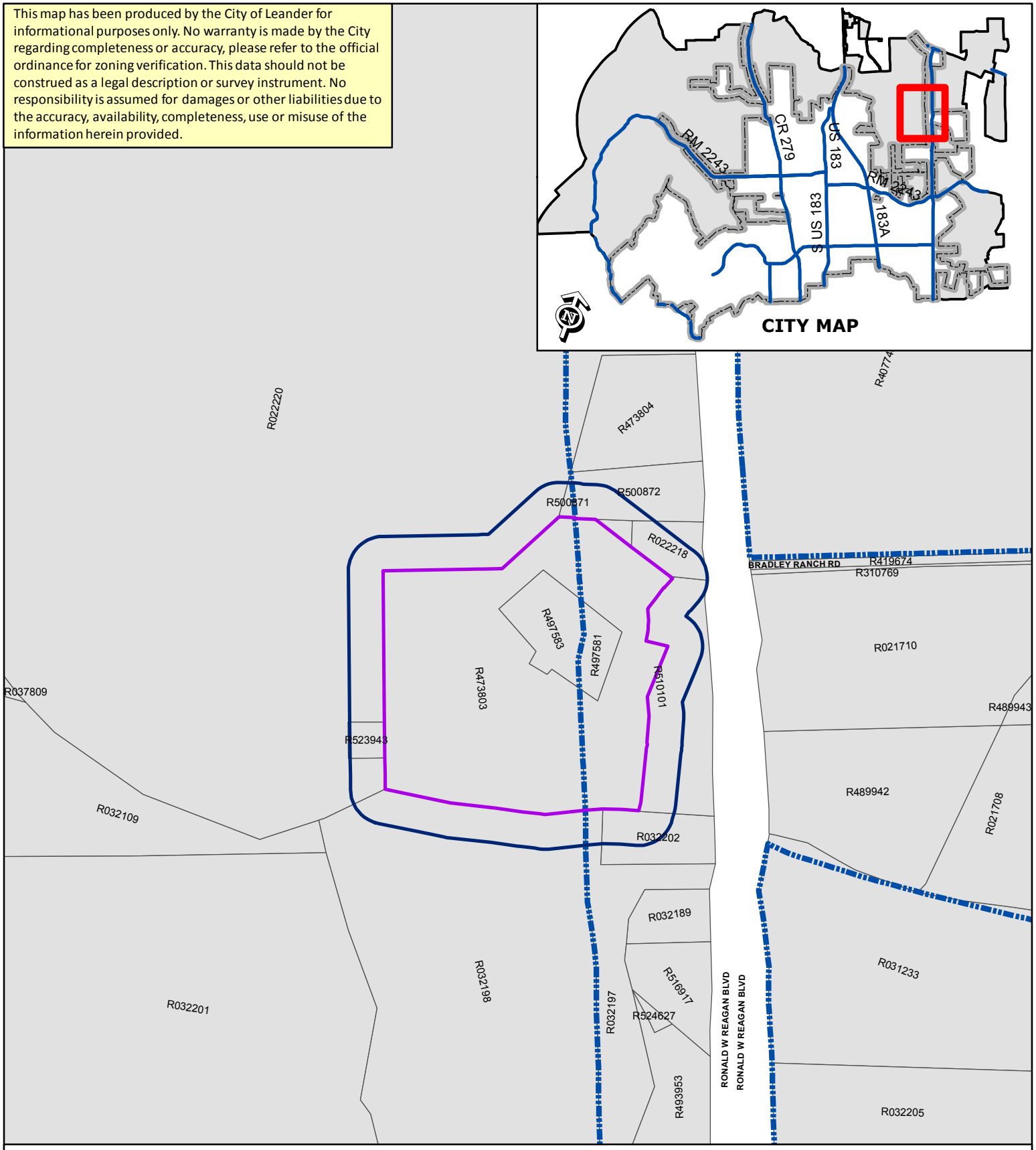


ZONING CASE 15-Z-024 Attachment #6

Aerial Exhibit - Approximate Boundaries
Valley Vista

0 200
Feet

Subject Property
City Limits



ZONING CASE 15-Z-024

Attachment #7

Notification Map
Valley Vista

Subject Property

Public Notification Boundary

City Limits

WCAD Parcels

N

0 200
Feet

JONES | CARTER

ATTACHMENT 8

1701 Directors Boulevard
Suite 400
Austin, Texas 78744-1024
Tel: 512.441.9493
Fax: 512.445.2286
www.jonescarter.com

September 14, 2015

Mr. Tom Yantis, AICP, Planning Director
City of Leander Planning Department
104 North Brushy Street
Leander, Texas 78641

Re: Zoning Application – Cover Letter
Valley Vista

Dear Mr. Yantis,

On behalf of Tesch Development Company, LLC, Jones and Carter has prepared the Zoning Change application package for the Valley Vista project. The 51.84-acre project is comprised of four tracts located at 18175 Ronald W Reagan Blvd., in Williamson County, Texas. The site lies within the city limits of Leander, Texas, and is currently zoned as Single-Family Rural (SFR-1-B) and General Commercial (GC-3-C) as defined in the City of Leander Code of Ordinances. The proposed zoning for the site is Single-Family Compact (SFC-2-A) and Single-Family Urban (SFU-2-A).

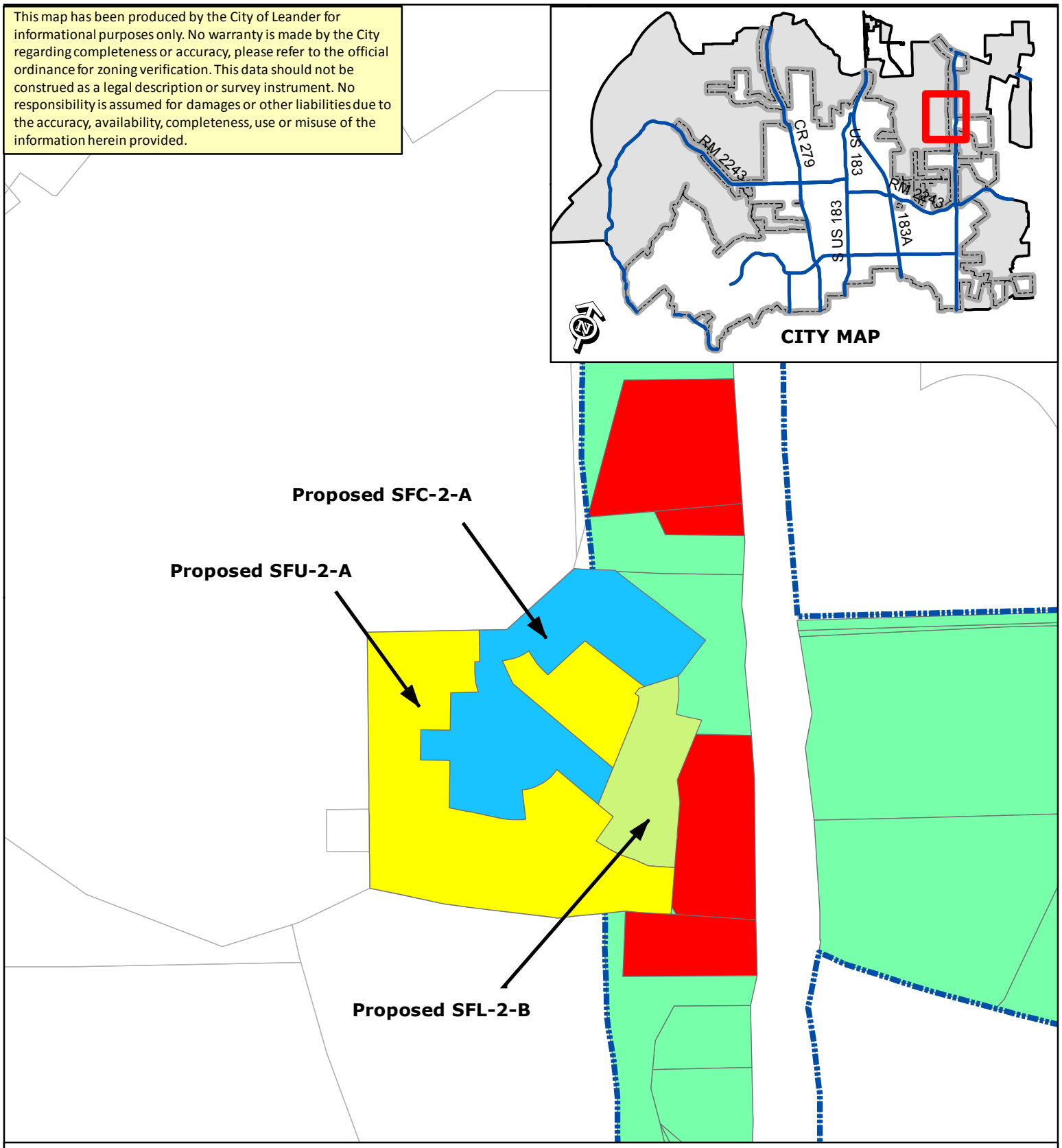
The site generally slopes from north to south toward the South Fork San Gabriel River. Slopes on the site can vary from 2% to 20% with bluffs along the river banks. Surface elevations are between 882 to 815 feet above mean sea level (msl). The site is vegetated with natural grass and intermittent tree cover. A portion of the site lies within the 100-Year Flood Plain as shown on FEMA Flood Insurance Map 48491C0455E dated September 26, 2008. The site lies over the Edwards Aquifer Contributing Zone as defined and regulated by TCEQ, and on-site water quality treatment of runoff will be provided.

We look forward to working with the City of Leander staff, Planning & Zoning Commission, and City Council on the development of the Valley Vista project. If you have any questions or require additional information, please contact me at (512) 441-9493 or email at SGraham@jonescarter.com.

Sincerely,

Shawn Graham, PE

SCG/eea
J:\Projects\A758\001\General\Forms\Zoning Change App\Cover Letter.doc
Enclosures



ZONING CASE 15-Z-024 Attachment #9

Applicant Proposed Zoning Map - Valley Vista

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

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

N

0 200
Feet

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND GC-3-C (GENERAL COMMERCIAL) TO SFU-2-A (SINGLE-FAMILY URBAN), SFC-2-A (SINGLE-FAMILY COMPACT). AND SFL-2-B (SINGLE-FAMILY LIMITED); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property." That certain parcels of land being 51.84 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "B", generally located to the west of Ronald W Reagan Blvd, close to the intersection Bradley Ranch Road and Ronald W. Reagan Blvd, Williamson County, Texas; identified by Williamson County tax identification number R510101, R497581, R497583, and R473803; more particularly described in instrument number 2000058885 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 Interim SFR-1-B (Single-Family Rural) and GC-3-C (General Commercial) to SFU-2-A (Single-Family Urban), SFC-2-A (Single-Family Compact), and SFL-2-B (Single-Family Limited) as shown in Exhibit "A" with the following conditions.

1. All lots designated as SFL-2-B (Single-Family Limited) that back to commercially zoned property shall be alley loaded.

2. All lots designated as SFL-2-B (Single-Family Limited) shall be limited to a maximum lot width of forty-five (45') feet for interior lots and fifty-five (55') feet for corner lots.

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.

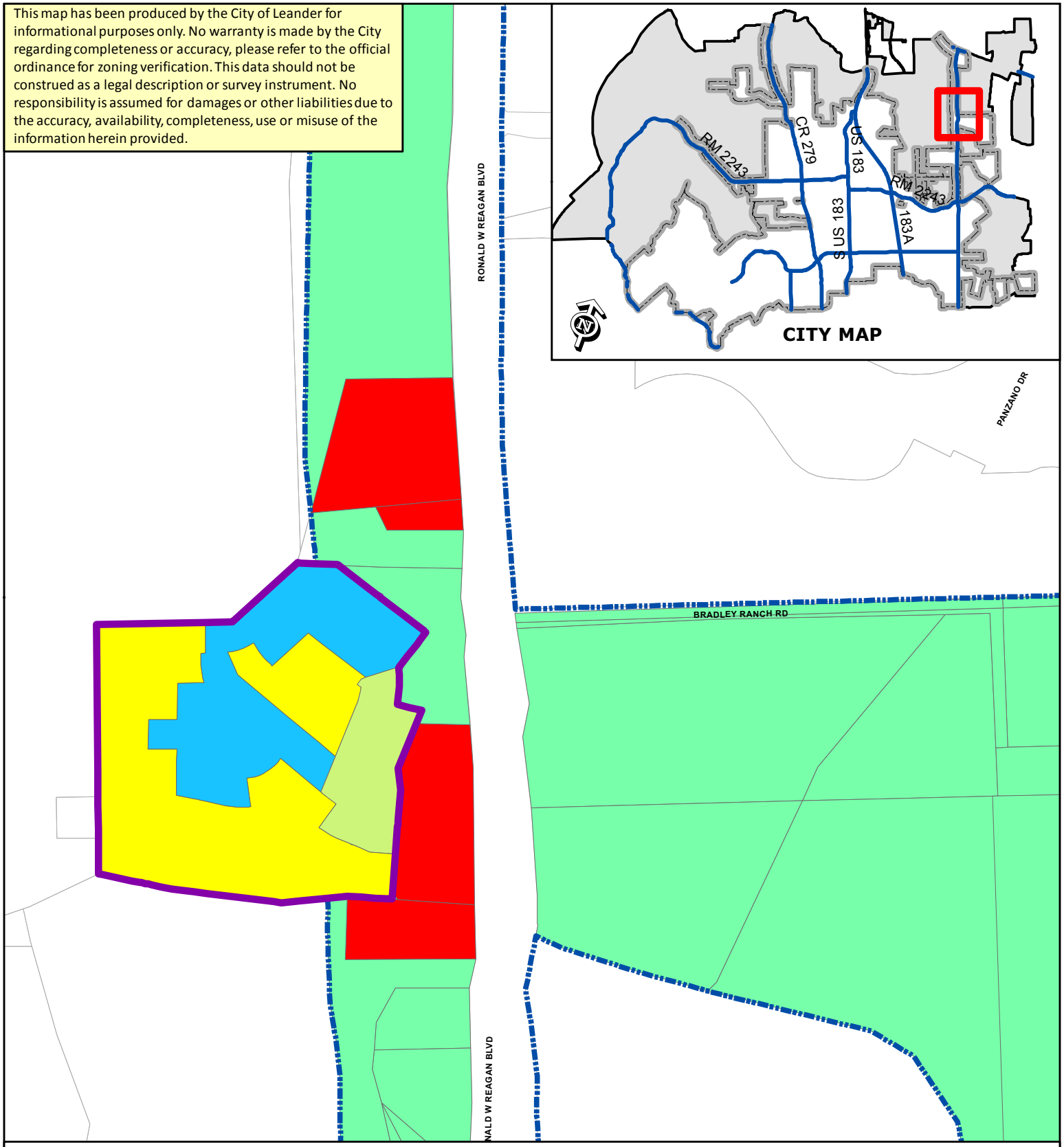
PASSED AND APPROVED on First Reading this the 7th day of January, 2016.
FINALLY PASSED AND APPROVED on this the 21st day of January, 2016.

THE CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

ATTEST:

_____
Debbie Haile, City Secretary



ZONING CASE 15-Z-024 Exhibit A

Valley Vista

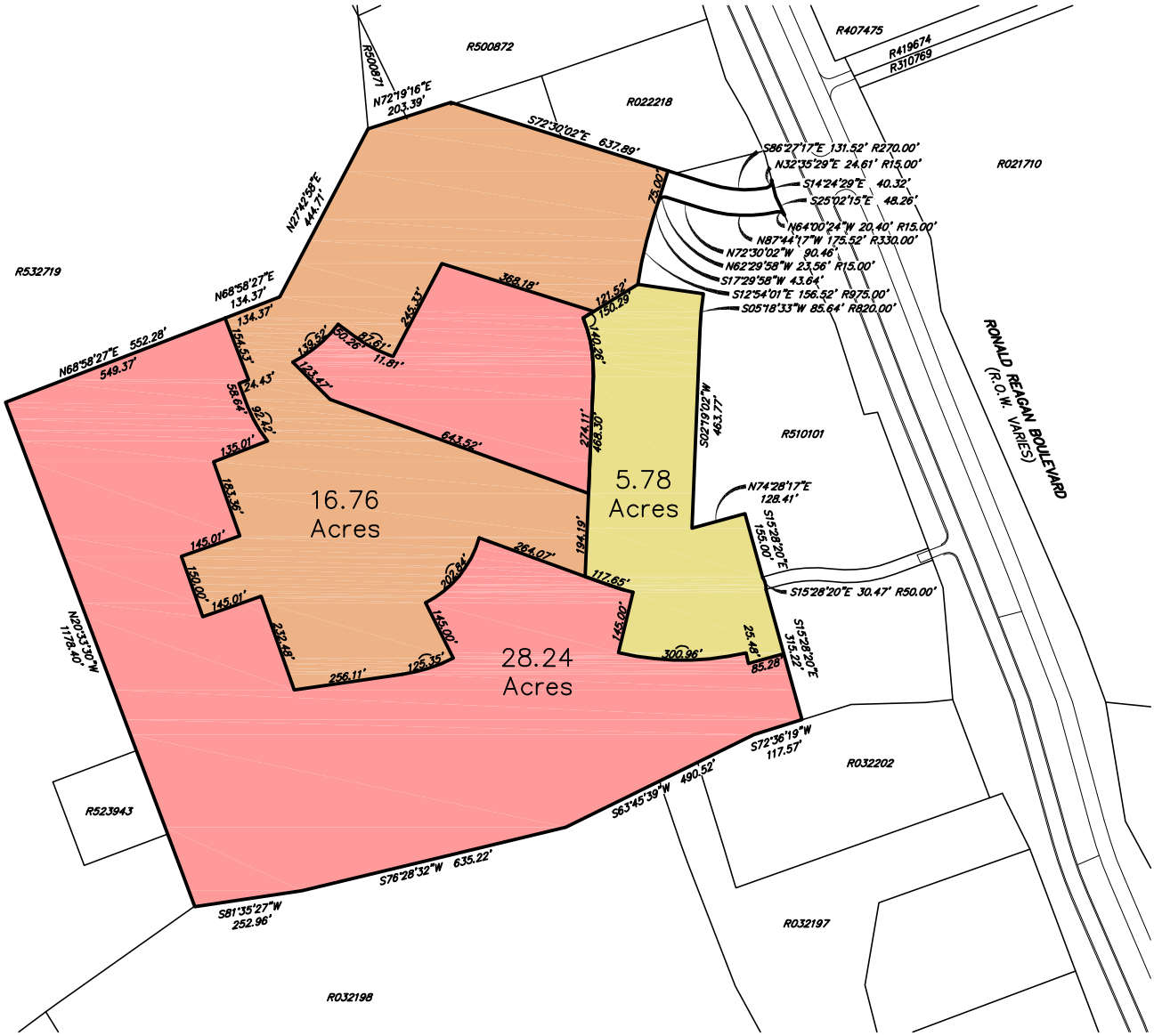
- Subject Property
- City Limits
- Future Annexation Per DA
- Involuntary Annexation
- Voluntary Annexation

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

- PUD Commercial
- PUD Mixed Use
- PUD Multi-Family
- PUD Single-Family
- PUD Townhome

N

0 200
Feet



LEGEND

- SFU 2-A
- SFC 2-A
- SFL 2-B

N

0' 200' 400' 800'

SCALE: 400'

VALLEY VISTA

ZONING EXHIBIT

JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439

1701 Directors Boulevard, Suite 400 • Austin, Texas 78744 • 512.441.9493

SCALE: 1" = 400'

DATE: 12/18/2015

JOB NO: A758-0001

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Executive Summary

January 21, 2015

Agenda Subject: . Consider reappointment of Bill Barton to the Board of Adjustment/Appeal

Background: Bill Barton has served on the Board of Adjustment/Appeal since January 2014. He now serves as the Vice-Chairman of the Board. There have been three meetings of this Board since his appointment and he has attended all of them. He has expressed his desire to continue on the Board of Adjustment/Appeal and has requested to be reappointed.

Origination: Debbie Haile, TRMC, City Secretary

Recommendation: N**/A**

Attachments:

Prepared by: Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 20

Executive Summary

January 21, 2016

Agenda Subject: A resolution of the City of Leander, Texas, commencing the annexation of 44.73 acres of land, more or less, including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits; and providing open meetings and other related matters.

Background: This resolution commences the annexation of two tracts of land owned by the City. One is a site on CR 280 that is used for an elevated water storage tank. The other is property on US 183 north of the South San Gabriel River that was purchased for future parkland development. The resolution sets the two public hearings for March 3, 2016 and March 17, 2016. The first reading of the ordinance is scheduled for April 7, 2016 and the second and final reading is scheduled for April 21, 2016.

Origination: City of Leander

Recommendation: Staff recommends approving the resolution

Attachments:

1. Resolution
2. Exhibit A - Location map
3. Annexation schedule

Prepared by: Tom Yantis, AICP
Assistant City Manager

1/13/2016

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF 44.73 ACRES OF LAND, MORE OR LESS, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, (herein the "City") is a Texas home-rule city authorized to annex the properties more particularly described herein (the "subject properties") that are contiguous and adjacent to the corporate limits of the City;

WHEREAS, the subject properties are contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City;

WHEREAS, the subject properties are comprised of two areas of land, each owned by the City;

WHEREAS, the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is authorized to annex the subject properties; and

WHEREAS, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City's annexation plan pursuant to *§43.052 (h)(1)* of the *Tex. Loc. Gov't. Code*;

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 annexations of all portions of the following-described subject properties and the abutting streets, roadways and rights-of-way, are hereby commenced:

(1) Area 1. All that certain parcel or tract of land containing 1.55 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, east of the Greatwood subdivision, being generally known as the CR 280 Elevated Storage Tank site, being wholly owned by the City of Leander, and being more particularly described and shown in Exhibit "A" attached hereto.

(2) Area 2. All that certain parcel or tract of land containing 43.18 acres, more or less, located in Williamson County, Texas, generally located east of US 183, north of the South Fork of the San Gabriel River, being generally known as the San Gabriel River Park site, being wholly owned by the City

of Leander, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of March 3, 2016 and March 17, 2016. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and to property owners within the subject properties. The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

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 ____ day of _____, 2016.

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

EXHIBIT "B"

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

WHEREAS, the City of Leander, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

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

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

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject properties 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 properties into the City.

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

(1) **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to 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 regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

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 in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't. Code. 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 preexisting water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to a water service provider.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. 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 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 preexisting 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's owner requests and is able to connect to wastewater service.

C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:

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

(ii) Routine maintenance as presently performed by the City;

(iii) 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;

(iv) 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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners 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 properties the same as similarly situated properties.

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

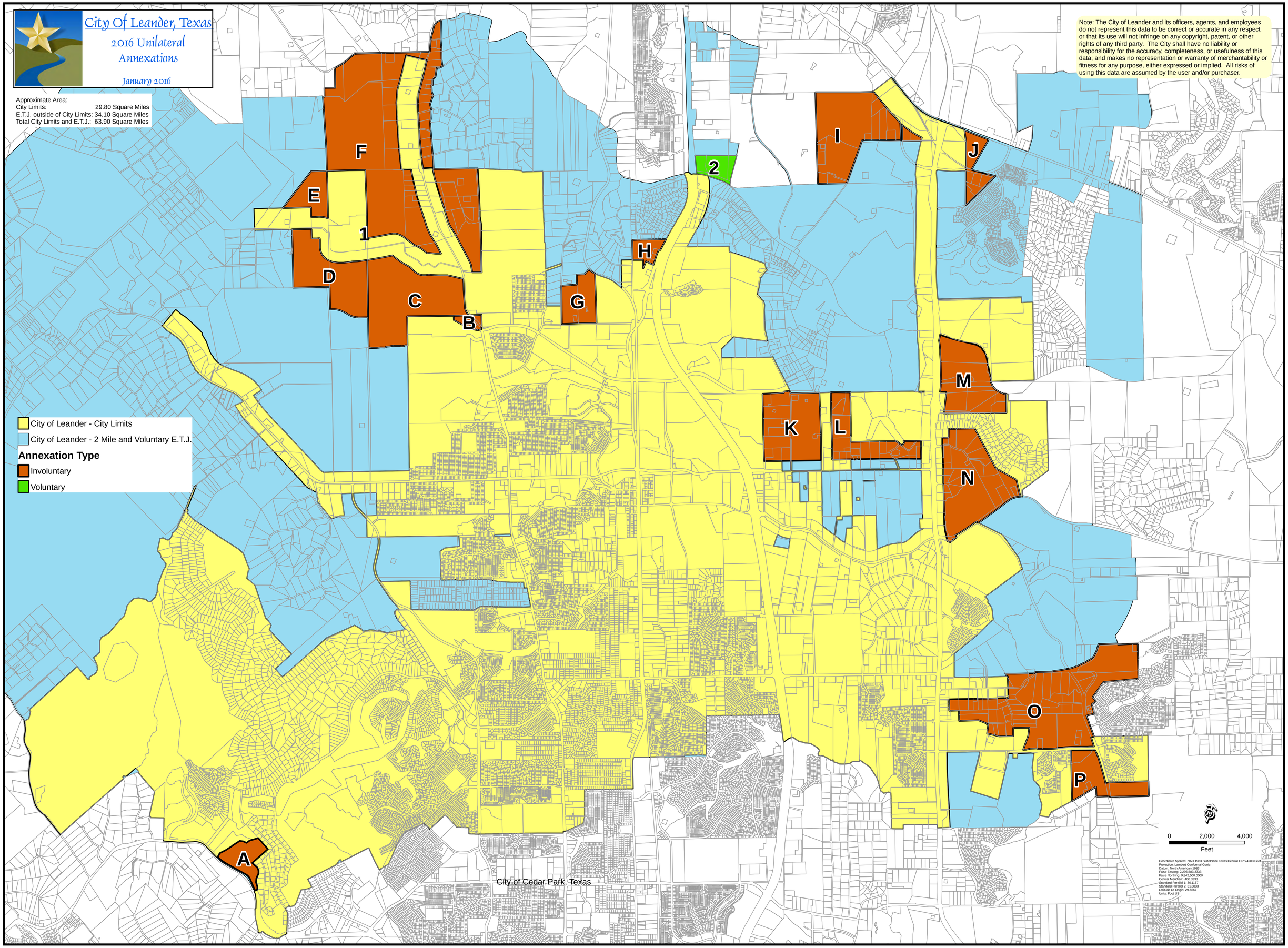
(5) **Property Description.** The legal descriptions of the subject properties are as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

City Of Leander, Texas
2016 Unilateral Annexations
January 2016

Approximate Area:

City Limits:	29.80 Square Miles
E.T.J. outside of City Limits:	34.10 Square Miles
Total City Limits and E.T.J.:	63.90 Square Miles

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.



SCHEDULE FOR INVOLUNTARY ANNEXATION
2016 UNILATERAL ANNEXATIONS

DATE	ACTION/EVENT	LEGAL AUTHORITY
January 21, 2016	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **March 3, 2016 and March 17, 2016**; 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 February 1, 2016	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
February 17, 2016** Publish notice of First Public Hearing and send school district notice **March 2, 2016**** Publish notice of Second Public Hearing	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
March 3, 2016*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
March 17, 2016*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **April 7, 2016***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
April 21, 2016; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

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

AGENDA ITEM # 21

Executive Summary

January 21, 2016

Agenda Subject: A resolution of the City of Leander, Texas, commencing the annexation of sixteen (16) areas of land totaling 3,207.76 acres, more or less, including the abutting streets, roadways, and rights-of-way; being located in Travis and Williamson Counties, Texas and adjacent and contiguous to the city limits; and providing open meetings and other related matters.

Background: This resolution commences the involuntary annexation of 16 areas of land as shown on the attached location map. The resolution sets the two public hearings for March 3, 2016 and March 17, 2016. The first reading of the ordinance is scheduled for April 7, 2016 and the second and final reading is scheduled for April 21, 2016.

Origination: City of Leander

Recommendation: Staff recommends approving the resolution

Attachments:

1. Resolution
2. Exhibit A - Location map
3. Annexation schedule

Prepared by: Tom Yantis, AICP
Assistant City Manager

1/13/2016

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF SIXTEEN (16) AREAS OF LAND TOTALING 3207.76 ACRES, MORE OR LESS, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN TRAVIS AND WILLIAMSON COUNTIES, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, (herein the "City") is a Texas home-rule city authorized to annex the properties more particularly described herein (the "subject properties") that are contiguous and adjacent to the corporate limits of the City;

WHEREAS, the subject properties are contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City;

WHEREAS, the subject properties are contiguous on at least two sides with the boundaries of the city limits or abut other jurisdictional boundaries, as more particularly shown in the exhibit attached hereto;

WHEREAS, the City, pursuant to *§43.021, Tex. Loc. Gov't. Code,* and the City Charter, is authorized to annex the subject properties; and

WHEREAS, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City's annexation plan pursuant to *§43.052 (h)(1)* of the *Tex. Loc. Gov't. Code*;

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 annexations of all portions of the following-described subject properties and the abutting streets, roadways and rights-of-way, are hereby commenced:

(1) Area A. All that certain parcel or tract of land containing 56.09 acres, more or less, located in Travis County, Texas, generally located north of RM 1431, and either side of Vista Rock Rd and being more particularly described and shown in Exhibit "A" attached hereto.

(2) Area B. All that certain parcel or tract of land containing 15.36 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of W San Gabriel Pkwy, and being more particularly described and shown in Exhibit "A" attached hereto.

(3) Area C. All that certain parcel or tract of land containing 288.22 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, west of County Road 279 / Bagdad Rd, and being more particularly described and shown in Exhibit "A" attached hereto.

(4) Area D. All that certain parcel or tract of land containing 187.06 acres, more or less, located in Williamson County, Texas, generally located south of County Road 280, east of the Mesa Vista Estates subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.

(5) Area E. All that certain parcel or tract of land containing 62.69 acres, more or less, located in Williamson County, Texas, generally located north of County Road 280, west of the Greatwood subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.

(6) Area F. All that certain parcel or tract of land containing 840.28 acres, more or less, located in Williamson County, Texas, generally located either side of CR 279 / Bagdad Rd, north of County Road 280, south of County Road 281, and being more particularly described and shown in Exhibit "A" attached hereto.

(7) Area G. All that certain parcel or tract of land containing 76.49 acres, more or less, located in Williamson County, Texas, and generally located east of Oak Grove Rd, north of Heritage Grove Rd, and being more particularly described and shown in Exhibit "A" attached hereto.

(8) Area H. All that certain parcel or tract of land containing 29.92 acres, more or less, located in Williamson County, Texas, and generally located west of US 183, east of County Road 276, south of the High Gabriel West subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.

(9) Area I. All that certain parcel or tract of land containing 268.72 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, west of Ronald W Reagan Blvd, either side of Kaufmann Loop, north and west of County Road 267, and being more particularly described and shown in Exhibit "A" attached hereto.

(10) Area J. All that certain parcel or tract of land containing 53.04 acres, more or less, located in Williamson County, Texas, and generally located south of W State Highway 29, east of Ronald W Reagan Blvd, north of County Road 268, and being more particularly described and shown in Exhibit "A" attached hereto.

(11) Area K. All that certain parcel or tract of land containing 192.93 acres, more or less, located in Williamson County, Texas, and generally located either side of County Road 270, south of E San Gabriel Pkwy, north of Hero Way, and being more particularly described and shown in Exhibit "A" attached hereto.

(12) Area L. All that certain parcel or tract of land containing 124.03 acres, more or less, located in Williamson County, Texas, and generally located north of Hero Way, east of County Road 270, west of Ronald W Reagan Blvd, south and west of the Palmera Ridge subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.

(13) Area M. All that certain parcel or tract of land containing 183.88 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of the South Fork of the San Gabriel River, north of the Reagans Overlook subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.

(14) Area N. All that certain parcel or tract of land containing 262.58 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, north of RM 2243, south of the Reagans Overlook subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.

(15) Area O. All that certain parcel or tract of land containing 468.05 acres, more or less, located in Williamson County, Texas, and generally located east of Ronald W Reagan Blvd, south of County Road 176, north of Journey Pkwy, either side of County Road 175, west and north of the Parkside at Mayfield Ranch subdivision, including the remainder of the Valley View subdivision, the entire Creek Meadow Estates subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.

(16) Area P. All that certain parcel or tract of land containing 98.42 acres, more or less, located in Williamson County, Texas, and generally located south of Journey Pkwy, north of the Stonehurst subdivision, either side of County Road 175, north of the Williamson County Regional Park, south of the Trails at Shady Oak / Borho subdivision, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of March 3, 2016 and March 17, 2016. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and to property owners within the subject properties. The City shall offer to make a development agreement with certain subject property owners in accordance with section 43.035 of the Texas Local Government Code.

The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

Section 3. <u>Severability</u>. 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. <u>Open Meetings</u>. 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 ____ day of _____, 2016.

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

EXHIBIT "B"

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

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

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

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

WHEREAS, the subject properties will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; 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 properties into the City.

NOW, THEREFORE, the following services will be provided for the subject properties 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 regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject properties, the plans and schedule for the development of the subject properties, 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, except as otherwise provided in subsection 2(A)(iii), water service will be provided to the subject properties by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The subject 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.

[The following paragraph is only applicable to properties within Area I.]

(iii) The subject properties in Area I are subject to that certain Settlement Agreement In the Matter of the Application from the City of Georgetown, Certificate of Convenience and Necessity (CCN) No. 12369, To Acquire Facilities and Transfer and Cancel CCN No. 11590 Held by Chisholm Trail Special Utility District in Bell, Burnet, and Williamson Counties, Texas between the City of Georgetown ("Georgetown"), the City of Leander, and Chisholm Trail Special Utility District ("CTSUD") dated August 8, 2014, as amended from time to time (the "Settlement Agreement"). Water service will be provided by the City to the subject properties in accordance with subsection 2(A)(ii) unless Georgetown, CTSUD and the City agree otherwise pursuant to the Settlement Agreement, and in such event, water service will be provided by Georgetown in accordance with its applicable ordinances and policies. The owner of the subject propertiy agrees to opt out of Georgetown's CCN upon written request by the City.

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

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

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

[The following paragraph is only applicable to properties within Area I.]

(iii) Wastewater service is provided to the subject properties pursuant to a Wholesale Wastewater Service Agreement between the City of Liberty Hill and the City of Leander dated June 5, 2015, as amended from time to time (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject properties, 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 properties, 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 properties, agree that each lot, tract, parcel or building site within the subject properties 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 fees, rates, and charges charged by the City for wastewater service to similarly situated customers and under the Wholesale Wastewater Agreement. 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 properties 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 properties, 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 properties, 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 properties 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: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners 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 properties the same as similarly situated properties.

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

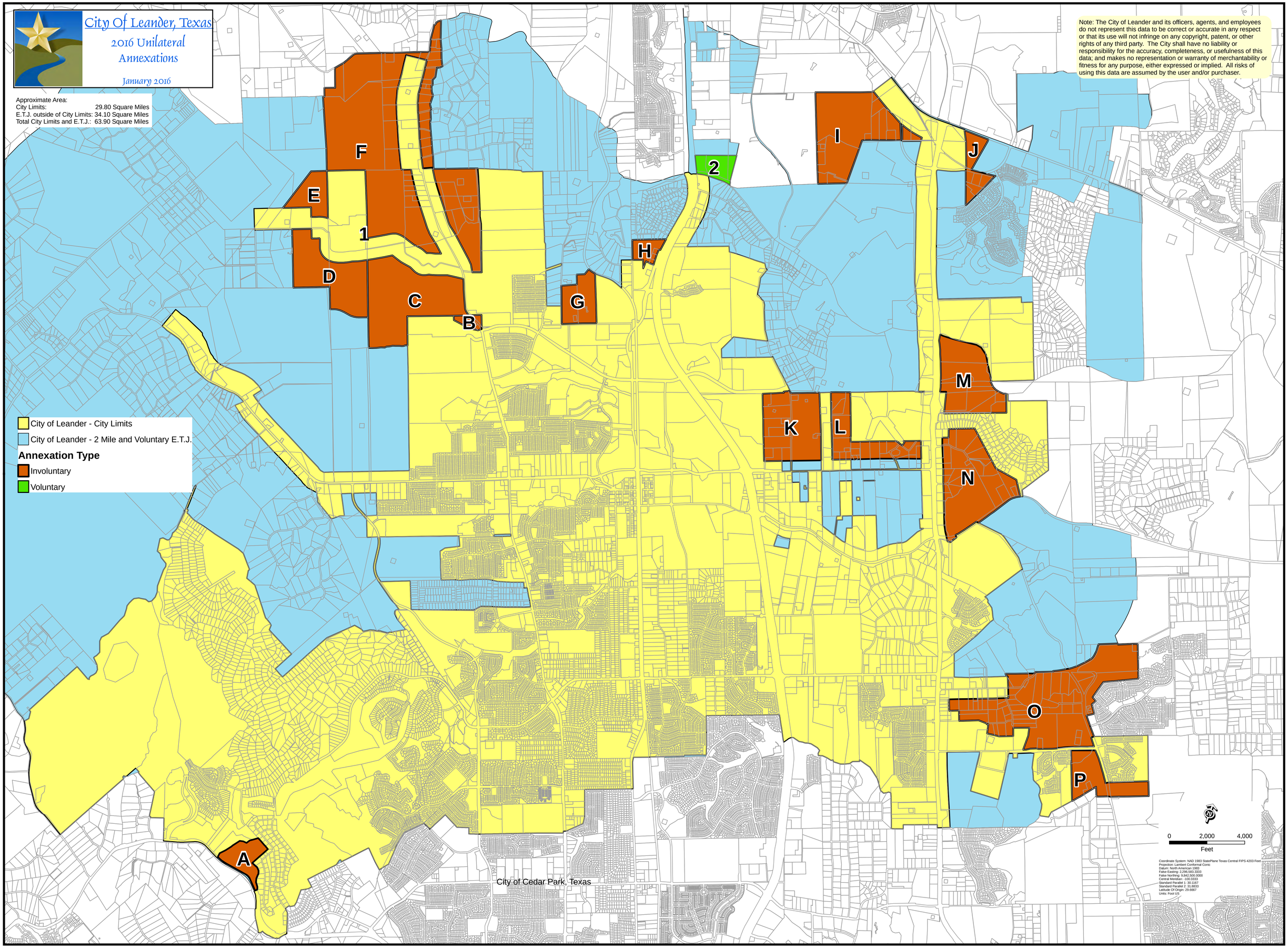
(5) **Property Description.** The legal description of the subject properties are as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

City Of Leander, Texas
2016 Unilateral Annexations
January 2016

Approximate Area:

City Limits:	29.80 Square Miles
E.T.J. outside of City Limits:	34.10 Square Miles
Total City Limits and E.T.J.:	63.90 Square Miles

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.



SCHEDULE FOR INVOLUNTARY ANNEXATION
2016 UNILATERAL ANNEXATIONS

DATE	ACTION/EVENT	LEGAL AUTHORITY
January 21, 2016	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **March 3, 2016 and March 17, 2016**; 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 February 1, 2016	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
February 17, 2016** Publish notice of First Public Hearing and send school district notice **March 2, 2016**** Publish notice of Second Public Hearing	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
March 3, 2016*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
March 17, 2016*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **April 7, 2016***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
April 21, 2016; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

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

AGENDA ITEM # 22

January 21, 2016

Council Agenda Subject: Consideration of Change Order No. 1 to Construction Contract for Ronald Reagan Waterline North, Phase 2 Project in the Amount of $223,622.00

Background: The construction contract for the Ronald Reagan Waterline North, Phase 2 Project was awarded by City Council on July 16, 2015, to Aaron Concrete Contractors, LP, in the amount of $1,214,279.00. All of that work has been completed including testing. Proposed Change Order No. 1 is attached and will extend the Phase 2 Reagan 24-inch water line approximately 1,122 linear feet to the west and northwest along Kauffman Loop to the site of the proposed Reagan Elevated Storage Tank, as shown in the attached exhibit. Aaron Concrete Contractors, LP, has agreed to maintain the original contract's unit prices for this work for a total estimated cost of $223,622.00 for this change order.

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

Financial Consideration: $223,600.00 from Water Impact Fee Fund, GL# 25-31-8306

Recommendation: Staff recommends approval of Change Order No. 1 to the construction contract for the Ronald Reagan Waterline North, Phase 2 Project, in the amount of $223,622.00.

Attachments: Change Order No. 1 and location exhibit

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

Change Order

No. 1

Date of Issuance: January 4, 2016 Effective Date: January 4, 2016

Project:	Owner:	Owner's Contract No.:
Ronald Reagan WL North - Phase 2	City of Leander	N/A
Contract:		Date of Contract:
N/A		September 1, 2015
Contractor:		Engineer's Project No.:
Aaron Concrete Contractors, LP		0293

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

The Owner has requested an extension to the proposed pipeline of approximately 1,122 LF of 24-inch diameter pipe. The work will be completed by increasing the quantities of the original bid items in accordance with the attached spreadsheet.

Attachments (list documents supporting change):

Quantity breakdown for extension at original unit bid prices.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
$1,214,279.00	Substantial completion (days or date): January 29, 2016 Ready for final payment (days or date): February 28, 2016
Increase from previously approved Change Orders No. _____ to No. _____:	Increase from previously approved Change Orders No. _____ to No. _____:
$N/A	Substantial completion (days): N/A Ready for final payment (days): N/A
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$1,214,279.00	Substantial completion (days or date): January 29, 2016 Ready for final payment (days or date): February 28, 2016
Increase of this Change Order:	Increase of this Change Order:
$223,622.00	Substantial completion (days or date): 30 Ready for final payment (days or date): 30
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$1,437,901.00	Substantial completion (days or date): February 28, 2016 Ready for final payment (days or date): March 29, 2016

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By: _____	By: [signature]
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 1/5/16	Date: _____	Date: JAN 05, 2016
Approved by Funding Agency (if applicable):	_____	Date: _____

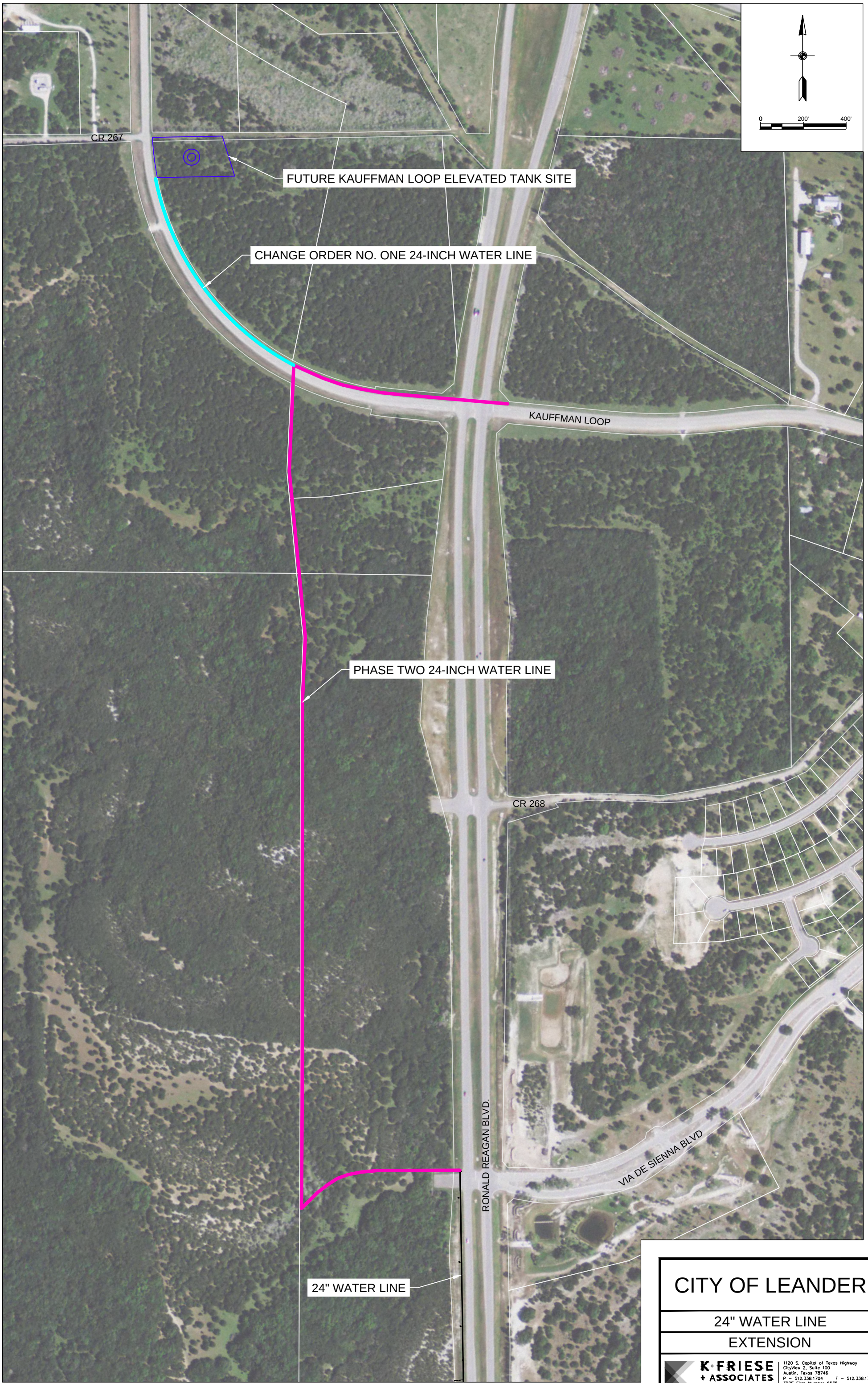
RONALD REAGAN WL PHASE 2 NORTH - CHANGE ORDER 1 COST BREAKDOWN

Item	Description	Unit	Qty	Unit Cost	Total Cost
1	Mobilization for construction of water line and appurtenances, per Lump Sum	LS	0	$44,000.00	$0.00
2	Construction Staking, per Linear Foot	LF	1,122	$1.00	$1,122.00
3	Traffic Control, per Lump Sum	LS	1	$3,000.00	$3,000.00
4	Field Locate and Pothole Existing Utilities, per Lump Sum	LS	0.5	$3,500.00	$1,750.00
5	Clearing and Grubbing	LS	0	$37,000.00	$0.00
6	Trench Safety Systems (All Depths), per Linear Foot	LF	1,122	$1.00	$1,122.00
7	Restoration and Revegetation, per Linear Foot of waterline installed	LF	1,122	$2.50	$2,805.00
8	Connection to Existing 24-Inch Water Main, including fittings and removal of plug, complete in place per Lump Sum	EA	0	$2,600.00	$0.00
9	16-Inch C905 DR-18 PVC Water Line including fittings, excavation and backfill, per Linear Foot	LF	0	$78.00	$0.00
10	16-Inch C905 DR-18 PVC Restrained Joint Waterline, including fittings, excavation and backfill, per Linear Foot	LF	0	$87.00	$0.00
11	24-Inch C905 DR-18 PVC Water Line including fittings, excavation and backfill, per Linear Foot	LF	782	$118.00	$92,276.00
12	24-Inch C905 DR-18 PVC Restrained Joint Waterline, including fittings, excavation and backfill, per Linear Foot	LF	340	$141.00	$47,940.00
13	24-Inch C905 DR-18 PVC Waterline, including fittings, installed via uncased bore, per Linear Foot	LF	0	$445.00	$0.00
14	30-Inch Bore and Steel Encasement across Ronald Reagan Blvd., including, 16-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	0	$410.00	$0.00
15	30-Inch Bore and Steel Encasement across Kauffman Loop, including, 16-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	0	$448.00	$0.00
16	36-Inch Bore and Steel Encasement, including, 24-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	0	$614.00	$0.00
17	12-Inch Gate Valve, complete in place per Each	EA	0	$2,000.00	$0.00
18	16-Inch Gate Valve, complete in place per Each	EA	0	$9,000.00	$0.00
19	24-Inch Gate Valve, complete in place per Each	EA	2	$15,750.00	$31,500.00
20	3-Inch Combination Air Valve Assembly, including piping, valves, vent piping, precast concrete manhole, lid, ring and cover, complete in place per Each	EA	0	$5,900.00	$0.00
21	4-Inch Combination Air Valve Assembly, including piping, valves, vent piping, precast concrete manhole, lid, ring and cover, complete in place per Each	EA	1	$8,200.00	$8,200.00
22	Water Valve Sign, including post, complete in place, per Each	EA	6	$25.00	$150.00
23	Fire Hydrant Assembly, including hydrant and gate valve, complete in place per Each	EA	4	$4,725.00	$18,900.00

RONALD REAGAN WL PHASE 2 NORTH - CHANGE ORDER 1 COST BREAKDOWN

24	Fire Hydrant Lead Piping, including fittings, complete in place, per Linear Foot	LF	60	$38.00	$6,574.00
25	Disinfection and Testing of Potable Water Lines, complete in place per Lump Sum	LS	0.25	$12,600.00	$3,150.00
26	Stabilized Construction Entrances, per Each	EA	0	$1,250.00	$0.00
27	Silt Fence for Erosion Control, per Linear Foot	LF	1,122	$2.50	$2,805.00
28	Soil Retention Blanket, complete in place, per the Linear Foot of Water Main Installed for the full width of the area disturbed by construction activities	LF	0	$1.50	$0.00
29	New Gate Installed in Existing Fencing, per Each	EA	0	$2,000.00	$0.00
Add	Driveway Repair	LS	1	$2,328.00	$2,328.00
	TOTAL ADDITIONAL COST			$223,622.00	

Original Contract Amount =	$1,214,279.00
Change Order % =	18.42%
New Total Contract Amount =	$1,437,901.00



CITY OF LEANDER

24" WATER LINE EXTENSION

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P – 512.338.1704 F – 512.338.1784
TBPE Firm Number 6535
www.kfriese.com

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AGENDA ITEM # 23

Executive Summary

January 21, 2016

Subject: Consider agreement for Construction Manager at Risk to repurpose and renovate Fire Station #1 and the Pat Bryson Municipal Building.

Background: As Fire Station #4 is scheduled for completion this coming year the existing personnel in the Fire Station #1 will soon be relocated. This provides an opportunity to repurpose Fire Station #1 and the Pat Bryson Municipal Building to create additional office space.

The City's goal is to consolidate the Development Services Departments into this location. These departments include Planning, Engineering and Construction Inspection, Building Inspections and Economic Development (as well as Municipal Court if feasible.) The Council Chamber will remain unchanged.

The path to delivery for this project is proposed as the Construction Manager at Risk method. (CMAR). This method provides for a collaborative relationship with the project architect and construction company.

BRW Architects was awarded the architectural services agreement for this project on September 17, 2015.

The City issued a solicitation for the CMAR services on November 5, 2015 and received 5 responses. Swinerton Builders received the high score after evaluations. The Swinerton Builders fee for design collaboration is zero dollars. At which time the design phase of the renovation is complete Swinerton Builders will provide a Guaranteed Maximum Price (GMP) proposal for the project for the City's consideration.

Financial Consideration: N/A. Upon completion of the design phase, contractor will provide a GMP proposal at which time City Council will have authority to accept or reject.

Recommendation: Authorize the City Manager to execute an agreement with Swinerton Builders for Construction Manager at Risk services relating to renovation of Fire Station No. 1 and the Pat Bryson Municipal Building.

Attachments: Evaluation Matrix, Contract Draft

Prepared by: Joy Simonton, Purchasing Agent

CONSTRUCTION MANAGER AT RISK AGREEMENT
FOR THE PAT BRYSON MUNICIPAL HALL RENOVATION
CITY OF LEANDER, TEXAS

This Agreement for services of a Construction Manager at Risk for Pat Bryson Municipal Hall Renovation (this "Agreement") is entered into effective as of the ____ day of ____, 2016, (the "Effective Date") between Swinerton Builders, a California corporation, (the "Contractor") and the City of Leander, Texas, a Texas home rule city (the "City"). The City and the Contractor are sometimes referred to collectively herein as the "Parties".

RECITALS

WHEREAS, in accordance with *Subchapter F, Chapter 2269, Texas Government Code* ("*Subchapter F*"), the City issued a request for proposals ("RFP") for the services of a Construction Manager at Risk for Pat Bryson Municipal Hall Renovation (as more specifically referenced hereinafter the "Project") to be constructed on the Land (as hereinafter described in Section 1) in Leander, Williamson County, Texas;

WHEREAS, the City has reviewed all the responses to the RFP and negotiated in good faith to obtain an acceptable construction manager at risk agreement for the Project, and is authorized to contract for the services of a construction manager at risk for construction of the Project;

WHEREAS, this Agreement shall constitute a contract whereby the Contractor selected by the City pursuant to a competitive RFP, will serve as the contractor and construction supervisor on the Project on the Land in compliance with the design and the Plans and Specifications prepared by the Architect and approved by the City; and,

WHEREAS, the Parties desire to set forth an agreement for the planning and construction of the Project through completion of the Project, for the purpose of controlling time, costs, and quality.

NOW THEREFORE, for and in consideration of the benefits to accrue to the Parties, the receipt and adequacy of which is hereby acknowledged, the Parties contract, covenant and agree as follows:

Section 1. Definitions. The following words, terms and phrases, when used in this Agreement regardless of capitalization, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. Words not defined herein and of common usage in the construction trade shall, unless the context indicated a different meaning, have the meaning and usage given in the construction trade. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this Agreement. The word "regulations" means the provisions of any applicable ordinance, rule, regulation or policy. The word "person" means any human being or legal entity and includes a corporation, a partnership, and an incorporated or unincorporated association.

"Architect" means Brown Reynolds Watford Architects, Inc. and its licensed and assigned architects selected by the City as provided in *Subchapter F*, to provide services in

connection with the design and preparation of the Plans and Specifications, approve progress payments, and perform related duties with respect to the Project.

"Architect's Agreement" means the agreement between the City and the Architect dated September 17, 2015, for professional services related to the Project.

"City" means the City of Leander, Williamson County, Texas.

"City Representative" or "City's Representative" shall be the City Manager, or his delegate, and any designated inspector for daily inspections, as appropriate, each of whom shall act in concert as City's agent for purpose of inspection, coordination, and issuance of instructions but shall not directly supervise the Contractor.

"Conceptual Plan" means the conceptual plan for the Project, including, but not limited to, the Schematic Design Documents and the Design Development Documents, as defined in the Architect's Agreement, the floor plan, roof, facade and exterior design, proposed facade materials, and wall and floor covering materials, approved by the City.

"Contract Documents" means those documents listed in Section 2, together with the Plans & Specifications.

"Contractor" means the Construction Manager at Risk as provided in *Subchapter F* to assume the risk for construction of the Project at the Guaranteed Maximum Price as a general contractor; to provide advice on the time and consequences of design, purchasing of materials, and lead times; to consult with the City regarding construction decisions, scheduling, cost control, coordination of contract negotiations and awards, to coordinate all phases of construction activities during and after the design of the Project; and to provide other services set forth in *Subchapter F* and this Agreement. Where the context dictates the term Contractor may also mean the Subcontractors retained through the competitive bid or proposal process.

"Days" means calendar days being any day of the week or month, no days being excepted.

"Change Order Work" means and includes work that is not covered or contemplated by the Contract Documents but that may be required by the City Representative and approved by the City in writing prior to the work being done by the Contractor. If any Change Order will increase the Work Costs, or if any other change will increase or decrease the Work Costs, a change order must be approved and executed as provided in this Agreement.

"Final Completion" means that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

"Governing Body" means the City Council of the City.

"Guaranteed Maximum Price" or "GMP" means the proposed and accepted cost of Work to construct the Pat Bryson Municipal Hall Renovation on the Land in accordance with the Plans and Specifications, the RFP, and the Contractor's fees as set forth in the Contractor's Proposal, and shall not include sales or use taxes, which costs shall be approved for payment to Contractor by the Architect and the City Representative.

"Land" means the tracts of land upon which the Work is to be constructed and upon which the Land is located, located in Leander, Williamson County, Texas, , Texas, commonly referred to as 201 North Brushy Street, Leander, Texas,, also known as the Pay Bryson Municipal Hall.

"Nonconforming Work" means work or any part thereof that is rejected by the City Representative and/ or the Architect as not conforming with the Contract Documents.

"Notice to Proceed" means a notice given by the City for the Construction Phase after the City's acceptance of the Contractor's Guaranteed Maximum Price proposal. The Notice to Proceed shall be written.

"Plans and Specifications" means the surveys, drawings, design, plans, and technical specifications prepared for the Project as prepared by a licensed professional engineer or registered architect, as approved by the City and Contractor and as revised from time to time prior to Final Completion with approval by the Contractor and the City.

"Project" means the supervision and coordination of all phases of Pat Bryson Municipal Hall Renovation as set forth in Section 2, through completion, coordination and consultation with the City Representative and the Architect and the provision of professional services according to this Agreement and the RFP and the construction, installation, and completion of Pat Bryson Municipal Hall Renovation according to the City approved Plans and Specifications, this Agreement, and the RFP.

"Proposal" means the Contractor's response to the RFP accepted by the City.

"RFP" means the Request for Proposal for Construction Manager at Risk for Pat Bryson Municipal Hall Renovation.

"Subcontract" means any contract between the Contractor and any other person or entity, dated on or after the date hereof, for or with respect to the provision of any work, labor and/or materials for completion, installation or construction of the Work, irrespective of the title or name of such contract.

"Subcontractor" means any person, firm or entity that enters into a Subcontract with the Contractor for or with respect to the construction of the Work, irrespective of the

designation of such document as a subcontract or a contract.

"Substantially Completed" or "Substantial Completion" means that in the opinion of the City's Representative and the Architect the Work, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Guaranteed Maximum Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

"Work" means the Construction Phase of the Project, beginning with the City's acceptance of the Guaranteed Maximum Price, which includes the construction, installation, and completion of Pat Bryson Municipal Hall Renovation described in Section 2 below, constructed on the Land, including the labor and materials required to construct Pat Bryson Municipal Hall Renovation in conformance with the Conceptual Plan and the Plans and Specifications, the RFP, the competitive bidding of contracts for such labor and materials in accordance with this Agreement, and all the equipment, machinery and fixtures and other items of tangible personal property required pursuant to the Plans and Specifications.

"Work Account" means the Work Account established by the City from which all Work Costs shall be paid.

Section 2. Project. (a) The Contract Documents constituting the Project and their priority shall be as follows:

i. This signed Agreement
ii. Addendum to this Agreement
iii. Plans and Specifications
iv. Any instructions to Bidders or Proposers, the RFP, and any other notices to Bidders, Proposers, or Contractor
v. Performance bond, Payment bonds, Bid bonds, Security Bond, and special bonds
vi. Contractor's Guaranteed Maximum Price Proposal
vii. Contractor's completed Proposal

(b) The City has selected the Contractor to provide general contractor services and to assume the risk for construction and satisfactory and timely completion of the Work at a Guaranteed Maximum Price. The Project shall consist of two Phases – the Preconstruction Services Phase and the Construction Phase.

(c) During the Preconstruction Services Phase, the Contractor will provide services as further described in Section 3 and the RFP and shall advise and coordinate with the City Representative and the Architect regarding development of Plans and Specifications so as to facilitate a proposal of a Guaranteed Maximum Price and a schedule for completion of the Work.

The Preconstruction Services Phase shall end when the City has accepted a Guaranteed Maximum Price for the Work.

(d) The Construction Phase shall begin when the City has accepted a Guaranteed Maximum Price for the Work. During the Construction Phase, the Contractor shall perform and provide, or cause to be performed and provided, each and every duty, work, responsibility, and service necessary to the development and construction and final acceptance of the Work, pursuant to the terms, conditions, provisions and requirements of the Contract Documents. The Contractor will work and coordinate with the City's Representatives to obtain necessary approval of the Work construction and the subcontractors thereon. The Contractor shall review all contracts for work to be contracted to another entity or person to ensure the contracts will elicit work that is in compliance with the Plans and Specifications. Contractor shall bring any deficiencies to the attention of the City Representative and the Architect prior to seeking competitive bids or proposals. Contractor shall be obligated to ensure the subcontractor completes work as required by the contract documents.

Section 3. Preconstruction Services. (a) The Contractor shall make recommendations to the City Representative and the Architect regarding development of Plans and Specifications so as to facilitate a proposal of a Guaranteed Maximum Price and a schedule for completion of the Work, which will be appropriate for the Work as laid out in the Plans and Specifications, including the timing, cost of construction, feasibility of construction, and other relevant criteria required to ensure the Plans and Specifications are sufficient to complete the Work within a Guaranteed Maximum Price.

(b) Contractor shall consult regularly with the City Representative and the Architect regarding issues with the development of Plans and Specifications, including making recommendations to the City regarding construction of the Project within the City's budget. The Contractor will advise and coordinate with the City's Representatives and the Architect regarding the constructability of the Plans and Specifications' for the Project and appropriateness thereof.

(c) Once this Agreement has been approved by the City, the Contractor shall review the existing Plans and Specifications and other relevant documentation and, in cooperation with City Representative and the Architect, shall provide a preliminary evaluation of the Work within the context of the City's budget requirements. Contractor shall prepare a preliminary cost estimate and a preliminary work schedule, which shall be updated from time to time at the request of the City Representative and the Architect. Contractor shall include in each cost estimate the methods used and the factors considered in calculating the cost estimate. The Contractor shall make recommendations to the City and the Architect for reducing costs to stay within budget for any cost estimate that exceeds the City's budget, or as otherwise requested by City Representative or the Architect.

(d) For the preconstruction services described in this Section 3 and the RFP (the "Preconstruction Services"), Contractor shall receive **Zero ($0.00)** (the "Preconstruction Services Price")

Section 4. Guaranteed Maximum Price. (a) Once the Plans and Specifications are complete as

determined by the City Representative and the Architect, the Contractor shall provide the Guaranteed Maximum Price proposal for the Work as further set out in this Section (the "GMP Proposal") to the City. The Guaranteed Maximum Price shall be the firm price for which the Contractor binds itself to complete the Work through subcontractors and employees as set forth in the Plans and Specifications, including any contingency funds. Notwithstanding any other term of this Agreement, it is understood and agreed the City's obligation to make payments pursuant to this Agreement shall not exceed the lower of the actual cost of constructing and completing the Work or the Guaranteed Maximum Price, unless the Governing Body: (i) first appropriates additional funds required for a change order; (ii) the change order is authorized pursuant to Section 15; and (iii) the changer order is executed in the form approved by the Governing Body.

(b) Contractor shall include with the GMP Proposal a detailed, itemized statement of the costs included in the GMP Proposal, including allowances and contingencies, and a written statement of the factors considered in calculating the GMP, which shall include: (i) A list of the allowances and a statement of the basis for said allowance; and (ii) A list of any assumptions and clarifications made by Contractor in the preparation of the GMP Proposal to supplement the information contained in the Plans and Specifications and other Contract Documents. The GMP Proposal shall also include costs for any portion of the Work for which trade contracts or subcontracts have already been executed including those for phased work or procurement of long-lead time items. The GMP Proposal shall also include a construction schedule, which shall include the date of Substantial Completion upon which the GMP Proposal is based, the date for issuing Plans and Specifications for proposals, the date for receiving proposals from trade contractors and subcontractors, and the date for Notice to Proceed.

(c) Contractor shall be available to the City and/or the Architect to meet with, discuss or answer any questions about the GMP Proposal. If the City and/or the Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify Contractor, who shall make appropriate adjustments to the GMP Proposal, its basis, or both.

(d) The City may accept the GMP Proposal in writing on or before the date specified in the proposal for such acceptance, which date shall not be less than 30 days from the date the GMP Proposal is submitted to the City. Acceptance by the City after the date specified in the GMP Proposal shall not be effective without written acceptance by the Contractor. Upon the City's acceptance of the GMP Proposal, the parties shall promptly execute an Addendum in a form substantially similar to the form attached as Exhibit "A".

(e) The City may reject the GMP Proposal and request the Contractor submit a new GMP Proposal. The Contractor shall be notified in writing of the rejection of the GMP Proposal, and if the City requests the Contractor to submit a new GMP Proposal, the Contractor shall also be informed in writing of any reasons for the rejection that were stated on the record at the City Council meeting at which the GMP Proposal was considered. City may reject the GMP Proposal, terminate this Agreement for convenience, and opt for directly soliciting construction bids in the event the GMP is not acceptable.

Section 5. Work Costs. (a) The total contract amount payable to the Contractor for the Construction Phase shall be the lower of the Guaranteed Maximum Price or the "Work Costs", as defined herein. Such Work Costs are the total amount payable for the Construction Phase under this Agreement. The Work Costs include all actual, documented and approved costs and expenses whatsoever of the Work, including, but not limited to bidding, construction, all construction and materials and the total amounts and consideration due from the City to the Contractor with respect to the Work; including, but not limited to, any costs and expenses incurred by Contractor in consulting with the Architect, the City Representative, the City Inspector or the City Manager, the costs of insurance and Performance and Payment Bonds during construction; the Contractor's Construction Management Fee, which shall not exceed 3% of cost of the Work, per the Contractor's Proposal; all amounts, costs, overhead, supervision, profit, insurance, fees and expenses payable pursuant to all Subcontracts; all costs for materials, wages and supplies, and profits; the cost of machinery and equipment; contingency funds; and all costs and expenses of every kind necessary to deliver the Work ready for occupancy and completed in accordance with the Plans and Specifications and all applicable laws, regulations and codes; provided that the General Conditions Monthly Expenses shall not exceed $25,561.45 per month per the Contractors Proposal. .

(b) Provided there will be no material change or modification of the Conceptual Plan, or of any Plans and Specifications after approval by the Governing Body, without the approval of the Governing Body, the Contractor may budget the Work Costs for expenditure as it deems proper, subject to any requirements of the Surety(s) on the Performance and the Payment Bond(s), and may revise and manage such budget in its discretion subject to full performance of this Agreement; provided the Work Costs may not be increased by the Contractor without the formal action and approval of the City as provided in Section 4(a) above.

(c) All Work Costs shall be payable from the Work Account and payments pursuant to this Agreement shall not exceed the Guaranteed Maximum Price, unless prior approval is given by the Governing Body as provided above. The City will have no liability for any change or additional work performed prior to a change order being approved and executed. The Work Costs shall be paid to the Contractor for all costs for construction, equipping and final acceptance of the Work as provided in this Agreement, and the designated City Representative shall authorize payment of the Work Costs to the Contractor from the Work Account, as appropriate and provided for hereinafter.

(d) If the City fails or otherwise refuses to accept the recommendation of the Contractor for use of a trade contractor or subcontractor, the City shall compensate the Contractor by a change in price, time or guaranteed maximum cost for any additional costs and risk that the Contractor actually incurs because of the City's requirement that another bid or proposal be accepted.

Section 6. Construction of the Work. The Contractor shall perform and provide, or cause to be performed and provided, each and every duty, work, responsibility and service necessary to the development and construction and final acceptance of the Work, pursuant to the terms, conditions, provisions and requirements of this Agreement, the RFP, and the Plans and Specifications, including but not limited to, obtaining all required permits, approvals and certifications necessary for or with respect to construction and final acceptance of the Work.

(a) Notwithstanding any other term, condition or provision of this Agreement, on or after the Effective Date the Contractor shall coordinate with the Architect and the City Representative to obtain subcontractors and to construct the entire Work according to and in compliance with the Plans and Specifications for and in consideration of the Work Costs. The Contractor shall: (i) construct or cause the construction of the entire Work in a timely manner; (ii) publicly advertise, as prescribed for municipalities and as set forth in Subchapter F, Chapter 2269, Tex. Gov't Code, as amended, and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be approved for performance by the Contractor by the City; (iii) enter into one or more agreements with Subcontracts to accomplish such work, based upon the approved Plans and Specifications; (iv) provide the work and services, or cause the work and services to be provided, and complete the Work in conformance with the Plans and Specifications; and (v) obtain Substantial Completion of the Work within the time stipulated in Exhibit A GMP Addendum, such time to begin within ten calendar days after the Notice to Proceed is given, and obtain Final Completion and acceptance of the Work by the City within forty-five (45) days after Substantial Completion.

(b) Notwithstanding any other term, condition or provision of this Agreement, the Contractor shall:

(i) advertise for bids or proposals all major elements of the Work and make subcontractor selection and recommendations to the City as to the subcontractors that offer the best value to the City;

(ii) review and advise the City on the Conceptual Plan and the Plans and Specifications, and coordinate with the Architect and the City Representative any recommended changes to such plans;

(iii) construct and complete the Work, or cause the Work to be constructed and completed, in conformance with the Plans and Specifications and this Agreement;

(iv) cause the Work to be constructed, equipped and finally accepted for and in consideration of the Guaranteed Maximum Price stipulated hereinabove; and

(v) not unreasonably withhold any service, action or approval required to be given by the Contractor under this Agreement.

(c) All wages paid under this Agreement must not be less than the prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed for regular days, holidays and overtime work, as determined in accordance with Section 2258.022, Texas Government Code and other applicable law, a copy of which prevailing wage rate is attached hereto as Exhibit “B”. The Contractor shall be required to comply with all applicable requirements of law governing prevailing wage rates.

(d) Contractor shall consult and advise the Architect and City Representative on the distinction between major and minor work to be performed on the Work and the segregation of the Work into distinct component for subcontracting. The Contractor may identify minor Work for which the Contractor will be directly responsible, and Architect and the City Representative shall approve such proposed minor work. All major work will be advertised and bid according to Subchapter F, Chapter 2269, Tex. Gov't Code. The Contractor shall review all trade contractor or subcontractor bids or proposals with the City Representative and Architect in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the construction manager-at-risk, architect, engineer, or governmental entity. The Contractor may bid on any major component. If the Contractor is the best value for the City, the City may award Subcontracts to the Contractor. If the Contractor reviews, evaluates, and recommends a bid or proposal from a trade contractor or subcontractor but the City Representative requires another bid or proposal to be accepted, the City shall compensate the Contractor by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the Contractor incurs because of the City's requirement that another bid or proposal be accepted.

(e) Notwithstanding any other term, condition or provision of this Agreement, the Contractor shall periodically inspect the Work to ensure that the construction, installation, and completion of the Work is done in compliance with the Conceptual Plan, the Plans and Specifications, and this Agreement.

(f) The time for Substantial Completion of the work shall be as provided in Section 6 (a)(v.). The time for Final Completion of the work shall be as provided hereinafter in Section 6 (a)(v.). If the Contractor fails to complete the work within the time required for Substantial Completion, or within the time required for Final Completion as applicable, the Contractor shall pay liquidated damages which shall be calculated on a calendar day basis, as provided hereinafter in Section 24.

(g) The Contractor shall provide or cause to be provided a Performance Bond and a Payment Bond, pursuant to Chapter 2253, Texas Government Code, each in the amount of the Guaranteed Maximum Price (the "P&P Bonds") within ten (10) calendar days of the City's acceptance of the GMP Proposal. The P&P Bonds shall name the City as beneficiary and be issued by a surety or sureties licensed to do business in the State of Texas and acceptable to the City.

(h) The Contractor may, in its sole discretion, require any Subcontractor to provide: (i) for retainage to be withheld by the Contractor (with interest if applicable as provided in Subchapter B, Chapter 2252, Texas Government Code); and/or (ii) for a Performance Bond and a Payment Bond payable to the Contractor in the amount of the Subcontract.

(i) If a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the Contractor may, without advertising fulfill the contract requirements itself or select a replacement trade contractor or subcontractor to fulfill the requirements of the subcontract without an increase in the GMP or schedule for completion of the

Work.

(j) Contractor shall provide City's Purchasing Agent a copy of each sub contractor's Workers Comp Insurance Coverage Certificate.

(k) Upon Substantial Completion of the Work, the Contractor shall provide the City with a certificate to the effect that the acquisition, construction, and equipping of the Work has been substantially completed in accordance with the Plans and Specifications. The City may use or occupy any completed or partially completed portion of the Work following Substantial Completion when such portion is designated in writing by the Contractor and applicable Subcontractor as substantially complete. The agreement providing for such occupancy or use shall assign responsibilities for payments, security, maintenance, HVAC, utilities, damage to the Work, work not complying with the Plans and Specifications and commencement of warranties. If deficiencies are noted during inspection for Substantial Completion, the City shall promptly deliver written notice to the Contractor specifying such deficiencies and the Contractor shall be entitled to a reasonable amount of time not to exceed forty-five (45) days, to cure such deficiencies and submit the Work to the City for inspection for Final Completion.

(l) Upon Final Completion, the Contractor shall so certify such Final Completion to the City, and the City shall then inspect the Work and, if no deficiencies are noted, shall provide an acceptance certificate evidencing the acceptance of the Work as constructed in accordance with the Plans and Specifications. Such acceptance certificate shall be deemed the final acceptance. After the final acceptance, the City shall approve final payment to be made to the Contractor upon submission of all required warranties, conditional releases of lien (if any) and a standard certificate of payment, which includes a statement that all subcontractors have been paid.

After final payment, the contractor will provide unconditional lien waivers within 30 days of receipt of final payment.

(m) In addition to the on-going inspection of the Work by the Contractor, and inspection by the Architect, the quality and progress of the Work shall be subject to inspection by city personnel and officers. The Contractor shall inspect the Work as necessary in the Contractor's judgment but, in any event, prior to each request for a progress payment, and, prior to each request for a progress payment, the Architect shall observe the level of completion. The Architect shall inspect the Work at Substantial Completion, and the building officials of the City will inspect the Work in a manner consistent with the building codes of the City.

Section 7. City Representative. (a) Communications. The Contractor shall forward all communications, written or oral, to the City through the City Representative with copy to the Architect.

(b) Inspections. The City Representative may periodically review and inspect the work of

the Contractor, and may cause other qualified persons to inspect the work.

(c) Subordinate Supervisors and Inspectors. The City Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City Representative may deem proper to inspect the work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

(d) Directions by City. The Contractor shall regard and obey the directions and instructions of City Representative with Architect approval for any changes to Plans and Specifications, and any authorized subordinate supervisors or inspectors appointed by the City, provided such directions and instructions are consistent with the authority of the City under this Agreement, are not inconsistent with the rights, duties and obligations of the Contractor under this Agreement, and are not otherwise inconsistent or in conflict with the status of the Contractor as an independent contractor.

(e) Appeal by Contractor. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within four (4) days from receipt of such order, make written appeal to Architect for his decision.

(f) Clarifications and Interpretations. The Architect will issue with written clarifications or interpretations of the requirements of the Contract Documents as the Architect determines necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents; provided that no change requiring a material change (as defined in Section 7(g)) in the design, drawings or plan may be issued without the City Council's written approval, or the City Manager’s written approval if authorized under this Agreement. If Contractor believes that a written clarification or interpretation justifies an increase in the Work Costs or an extension of the time for performance and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided herein for Change Order Work or Extensions of Time.

(g) Authorized Variations in Work. The Architect, with the prior approval of the City Representative, may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Work Costs or the time for completion, do not require a material change to the design, drawings, or Plans and Specifications, and that are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and will be binding on City, and also on Contractor who shall perform the Work involved promptly; provided that no change requiring a material change in the design, drawings, or Plans and Specifications may be issued without the City Council's written approval, or the City Manager’s written approval if authorized under this Agreement. If Contractor believes that a field order justifies an increase in the Work Costs or an extension of the time for performance and the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefor. For the purposes of this Agreement, a "material change" in the design, drawings, or Plans and Specifications is any change that varies from, or requires a modification to, the design, drawings, or Plans and Specifications, or any change that increases or decreases the Work Costs or time for performance.

(h) Rejecting Work. Both the Architect and the City Representative will have authority to disapprove or reject Work that Architect or the City Representative believes to be defective, and will also have authority to require special inspection or testing of the Work at anytime, regardless of whether or not the Work is fabricated, installed or completed.

(i) Dispute Resolution. The Architect will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder, having considered the recommendation of the City Representative. Claims, disputes and other matters relating to the acceptability of work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the work and claims for Change Order Work and Extensions of Time in respect of changes in the Work Costs or time for performance will be referred initially to Architect in writing with a request for a formal decision in accordance with this paragraph, which Architect will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to Architect and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Architect and the other party within sixty days after such occurrence unless the Architect (with consent of the City and the Contractor) allows an additional period of time to ascertain more accurate data in support of the claim.

The rendering of a decision by Architect pursuant to this Agreement with respect to any claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment by the Contractor-unless specifically agreed otherwise in writing by the parties prior to such application or payment) will be a condition precedent to any exercise by City or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

(j) Coordination with Architect. The Architect and Contractor shall coordinate from time to time and will: (i) review the Plans and Specifications for the Work for compliance with this Agreement and all applicable laws, rules, regulations and standards; (ii) periodically observe the work for compliance with the Plans and Specifications, this Agreement, and all applicable laws, rules, regulations and standards; (iii) consult and advise the City regarding the Plans and Specifications, the reasonableness of the specifications based on the Work Costs, and the Work being constructed for the Guaranteed Maximum Price; and (iv) reasonably cooperate and coordinate with the Parties to facilitate the timely and efficient construction of the Work.

(k) Limitation of Responsibilities. Neither Architect's authority to act under this Section or elsewhere in the Contract Documents nor any decision made by the Architect in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Architect to Contractor, any subcontractor, any supplier, or any other person or organization performing any of the work, or to any surety for any of them.

The Architect and the City Representative will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the Architect and City Representative will not be responsible for

Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

The Architect and the City Representative will not be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

Section 8. Independent Contractor. (a) Independent Contractor. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment, and labor required for the execution of the Work, or cause such to be provided. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

(b) Control of the Work. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work, the Project, and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Work during the progress of the work a competent superintendant ("Superintendant") and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Superintendant shall be binding as if given to the Contractor.

(c) Contractor Provided Materials and Equipment. Unless otherwise stipulated in writing, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor without claim for additional payment, even though not specifically mentioned herein.

(d) Contractor's Risk. Any injury or damage to the Contractor or the Work caused by an, natural cause, a party or entity not privy to this Agreement, or other like issue shall be assumed and borne by the Contractor. Contractor shall be solely responsible for all costs of materials, tool, equipment, labor, subcontractors and other such costs in excess of Contractor's GMP.

Section 9. Progress of Work. (a) Schedule of Work. Unless otherwise specifically provided, the Contractor shall execute its work and oversee the work of Subcontractors at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the

Work; provided, however, that the order and time of prosecution shall be such that the Work shall be Substantially Completed in accordance with this Agreement, the Plans and Specifications, and within the time of completion designated in this Agreement and any approved progress schedules.

(b) Scheduling and Coordination. Further, the parties shall be subject to the following:

(i.) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement.

(ii.) The Superintendent shall work directly with Subcontractors as necessary to coordinate construction activities.

(iii.) In the event that it is determined by the City that the progress of the work is not in accordance with the approved progress and payment schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Work within the time specified and the Contractor shall revise schedule to show corrective action.

(c) Work Stoppage. If in the judgment of the Architect any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, the City may, in its sole discretion, order the work of the Contractor or any Subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

(d) Changes in the Work. The Contractor may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall recompense the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

Section 10. Entry, Observation, Testing & Possession. (a) City Access to the Site. The City reserves the right to enter the Work site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Work site or sites for the purpose of performing such collateral work as the City may desire.

(b) Observation and Testing. The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as

to the time each part of the work will be ready for observation.

Section 11. Rejected Work. (a) Non-Conforming Work. All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

(b) Remedial Action. If the work or any part thereof is not in conformity with this Agreement, it shall be rejected by the City's Representative. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(i.) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(ii.) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

Section 12. Approval of Subcontractors. If City's Representative judges any Subcontractor to be failing to perform the work in strict accordance with the drawings and Plans and Specifications, the City Representative through the Architect shall give the Contractor notice of such failure to perform. Contractor shall, if appropriate, discharge the same if Subcontractor does not cure such failure to perform, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

Section 13. Payment of Employees, Subcontractors & Suppliers. The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed, or attempted to be filed, against any property owned by the City. In the event a statutory notice of claim or attempted lien is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement

of any said claim or lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

Section 14. Payment of the Guaranteed Maximum Price By City. The City agrees to approve the payment of certain amounts for Work Costs, as set forth herein and as appropriate and supported by contract, documentation and progress of construction on the Work, to, or on behalf of, the Contractor, from the Work Account; provided however, the payments to be made hereunder shall not exceed Guaranteed Maximum Price. Payments under this Section 14 shall begin after the City has accepted the GMP Proposal and shall be made pursuant to procedure set forth in this section. The City agrees to approve the payment of the following Work Costs from the Work Account:

(a) Progress Payments. Payments to the Contractor of Work Costs from the Work Account for all Work, profits, costs, expenses and construction, shall be paid as progress payments during construction. All such progress payments for equipment and materials shall be based on such equipment and materials delivered and on-site (or off-site so long as such materials are stored in a bonded warehouse), actual subcontractor charges, and payments for all other Work Costs shall be based upon the percentage of the work completed. The Contractor shall, except for retainage withheld (if any) as provided in the Subcontracts, promptly pay its Subcontractors and providers of services, materials and equipment. The City Representative or the Architect may require proof of payment by the Contractor, any Subcontractor or materialman, and waivers/releases of liens from the Contractor and Subcontractors prior to any progress payment to the Contractor.

(b) Payment Requisition Certificate. Disbursements of Work Costs from the Work Account to pay construction costs shall be made to the Contractor upon receipt of a Payment Requisition Certificate prepared by the Contractor and certified by the Architect, the Subcontractors, if any, and the City Representative. The form of the Payment Requisition Certificate is attached as Exhibit "C". To assure timely submission of the Payment Requisition Certificates during construction of the Work the Contractor shall submit to the Architect and the City Representative the itemized application for payment prepared in accordance with this Agreement and standard municipal construction practices, based on the percentage of work completed and materials delivered to the Work or stored off-site in a bonded warehouse, less the amount of prior payments.

(i) The Contractor shall submit applications for payment on or before the 10th day of each month. Such applications, in the form attached as Exhibit "C", will be submitted to the City Representative for approval or modification. Attached documentation shall include a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the preceding month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

(ii) The Architect shall make a good faith effort to review each Payment Requisition Certificate within 7 calendar days of receipt and certify it for payment, as

appropriate, prior to it being submitted to the City Representative. The Architect may refuse to certify payment in whole or in part either on its own or because of the Contractor's or City's failure to concur therewith, provided that such certification shall not be unreasonably withheld. If agreement is not reached as to a revised amount to be certified for payment, payment shall be issued for the undisputed amount. Architect's approval of a Payment Requisition Certificate, or part thereof, shall be a representation that such payment request and amount is reasonable and not inconsistent with the work completed.

(iii) The City Representative may require additional review and approval of any Payment Requisition Certificate by the Architect and/or the Governing Body, prior to approval and payment by the City. Upon certification by the City, such application shall be paid to the Contractor.

(iv) Contractor's application for payment and execution of a Payment Requisition Certificate shall constitute a warranty by the Contractor that all work for which Payment Requisition Certificates have been previously issued and payment received is free and clear of all liens, claims, security interests or encumbrances of any kind of the Contractor, any contractor or subcontractor, or other persons or entities providing labor, materials and/or equipment relating to the Work, and, further, constitutes a warranty that all sums received pursuant to the application will be applied so as to assure that no liens, security interests or encumbrances attach to the work which the application covers.

(c) Payment. On or before the 30th calendar day following the Architect's receipt of a Payment Requisition Certificate meeting the requirements of this Agreement, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment up to the Guaranteed Maximum Price, the terms of this Agreement, the recommendation of the Architect and the approval of the City Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and accepted by the City, but in each case less the aggregate of payments previously made and less amounts the City Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the Work Cost up to the Guaranteed Maximum Price, less any sums withheld under other terms of this Agreement. Any withheld sums shall be paid with the first progress payment approved after satisfactory resolution of the issues resulting in the withholding. Interest shall accrue on overdue payments in accordance with the provisions of Sections 2251.021, *et seq.* of the Texas Government Code.

(d) Machinery and Equipment. The Contractor shall procure, or cause the Subcontractors to procure all machinery, equipment and fixtures incident, useful or necessary to the use and function of the Work as identified in the Contract Documents; e.g. electrical, air conditioning, heating, and plumbing. Such machinery, equipment and fixtures shall be new (not previously used) and delivered prior to final acceptance of the Work. On or before final acceptance, Contractor shall

prepare and deliver to the City a property inventory listing for each such item delivered, which shall consist of the use and care manuals, warranty documents, and as-built drawings for such property. All such machinery, equipment and fixtures shall fully comply with the Plans and Specifications.

(e) Retainage. From each approved statement, the City shall retain until final payment, five percent (5%) on the cost of the work, excluding management costs and fees. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

(f) Contractor Not to Obligate City. The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not--and shall have no authority whatsoever--to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

(g) Suspension of Payments. The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid.

(h) Unit Prices. The Architect will determine the actual quantities and classifications of Unit Price Work performed by Contractor, and will review with the Contractor preliminary determinations on such matters before rendering a written decision thereon. Architect's written decisions thereon will be final and binding upon City and Contractor, unless, within ten days after the date of any such decision, either City or Contractor delivers to the other party to the Agreement and to Architect written notice of intention to appeal from such a decision.

(i) Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Section 14(e), withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following:

(i.) Defective work.
(ii.) Claims filed or reasonable evidence indicating probable filing of claims.
(iii.) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
(iv.) Claims filed or reasonable evidence indicating damage to another by the Contractor.
(v.) Claims filed or reasonable evidence indicating damage to third parties, including adjacent property owners.
(vi.) Claims filed or reasonable evidence indicating unremedied damage to property owned by the City.

(vii.) City's determination of an amount of liquidated damages.
(viii.) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
(ix.) Other amounts authorized under this Agreement.

(j) Approval by Contractor. The Contractor shall approve and sign all Payment Requisition Certificates submitted for approval and payment as provided hereinabove.

Section 15. Change Order Work Charges. (a) Change Order Approval. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, extra orders and Change Order Work be recognized or paid for except upon the receipt of a written change order signed by the City Manager and provided that funds have been appropriated for such payment.

(b) Limits on Change Orders. "Change Order Work", as defined in Section 1 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than twenty-five percent (25%). Written change orders that do not exceed twenty-five percent (25%) of the original Contract Amount may be made or approved by the City Manager or his delegate if the total of the change order(s), in the aggregate, is less than Fifty Thousand Dollars ($50,000.00). Changes in excess of Fifty Thousand Dollars ($50,000.00) must be approved by the City Council prior to commencement of the services or work. Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Change Order Work shall be waived.

(c) Request Required. Any requests by the Contractor for a change to the Work Costs shall be made prior to the beginning of the work covered by the proposed change or the right to payment for the work shall be waived.

(d) Completion of Work and Change Order Work. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Change Order Work in connection therewith. All work and materials shall be in strict conformity with the Plans and Specifications and the Contract Documents. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Work in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

Section 16. Substantial Completion. (a) Notice of Substantial Completion. The Contractor shall notify City's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the work has been Substantially Completed, City's Representative shall inspect the work for the preparation of a final punch list.

(i.) If City's Representative and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City's Representative shall not be required to provide a list of unfinished work.

(ii.) If the Architect, the City Representative and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

(b) No Delay After Substantial Completion. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken in a timely manner, whether of a minor or major nature, and thereby completing the Work in accordance with the Contract Documents.

Section 17. Final Completion.(a) Notice of Final Completion. Contractor shall notify the City's Representative when it believes that the work has reached Final Completion as defined in Section 1 and shall deliver to the City an executed Final Affidavit of Bills Paid, in the form attached hereto as Exhibit "D". If the City's Representative and the City accept and deem such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within ten (10) calendar days, less any retainage, which shall be held for a period of forty-five (45) calendar days after Final Completion. At the expiration of the forty-five (45) calendar day period, City shall release any unclaimed retainage.

(b) Required Certifications. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

(c) Workmanship. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work that may appear after final acceptance of the work.

Section 18. Delays. (a) Discretionary Delay By the City. The City may, in its sole discretion, by written notice delay the work during inclement weather in order to preserve the Work, insure safety of work forces, and the preservation of materials and equipment. Only in such event and upon a written request from the Contractor, the City may grant an extension of time to offset for such stoppage of the work.

(b) Change Order for City Delay. In the event of delays resulting from changes ordered in the work by the City or other delays caused by the City or for the City's convenience, Contractor may apply to the City for an increase in the time permitted for completion of the work and/or

recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

Section 19. Extensions of Time. The Contractor has submitted its GMP Proposal in full recognition of the time required for the completion of this Work, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor may request an extension of time for either Substantial Completion or Final Completion when the work has been delayed by one or more of the following:

(a) an act or neglect of the City, the City Representative, employees of the City, or other contractors employed by the City;
(b) by changes ordered in the work, or reductions thereto approved in writing;
(c) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality; or
(d) by other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does not include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's GMP Proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, submitting therewith all written justification as may be required by the Architect. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request.

Section 20. Charges For Injury or Repair. (a) Damages to the Work. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by the Contractor, its employees, agents, officers, representatives, subcontractors and materials suppliers it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

(b) Protect the Work. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

(c) Work Includes All Repairs. The work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

Section 21. Insurance. (a) Property and Casualty. The Contractor shall provide and

maintain builder's risk insurance at all times prior to completion of the Work and, in the event of any casualty prior to the completion of the Work, the proceeds of such insurance shall be used by the Contractor to repair or replace the damaged portion of the Work. Upon completion and final acceptance of the Work the City shall obtain, provide and maintain, or cause to be so provided, such liability and other insurance as determined appropriate by the Governing Body.

(b) Subcontractors. The Contractor shall require all Subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards during the time they are engaged hereunder. All Subcontractors shall be required to show proof of worker's compensation insurance coverage. The Contractor shall obtain, maintain and keep in force a general liability insurance policy which shall name the City as an additional insured.

(c) Minimum Contractor Insurance. The Contractor shall also carry the following insurance in at least the following limits:

Coverages	Limits of Liability
(i) Workmen's Compensation	Statutory
(ii) Employers' Liability	$500,000.00
(iii) Comprehensive General Liability	$1,000,000.00 each occurrence
	$1,000,000.00 in the aggregate
(iv) Comprehensive Automobile Liabilitiy	(Any auto, hired auto, non-owned auto)
a. Bodily Injury Liability	$1,000,000.00 each person
	$1,000,000.00 each occurrence
b. Property Damage Liability	$1,000,000.00 each occurrence
(v) Owner’s and Contractor’s Protective	$1,000,000.00
(vi) Builder’s Risk	full value of contract
(vii) Excess Umbrella Liability	$2,000,000.00 each occurrence

(d) General Requirements Applicable to All Policies. The City of Leander must be named on the required insurance policies, with the exception of Worker’s Compensation and Employer’s Liability, as an Additional Insured. Only Insurance Carriers licensed and admitted or eligible to do business in the State of Texas will be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior unconditional, unqualified written notice by certified mail, return receipt requested, has been given to the City of Leander. All Certificates of Insurance and endorsements shall be furnished to the City’s Representative at the time of execution of this Agreement, attached hereto as Exhibit "E", and approved by the City before work commences. Contractor shall provide the City with a full and complete copy of any insurance policy promptly upon request by the City and without charge to the City.

Section 22. Default. In the event of a default by any Party hereto the non-defaulting Party shall be entitled to such remedies for the default as they may be entitled to at law or in equity, after providing written notice of default by certified mail, return receipt requested, and reasonable

opportunity to cure such default.

Section 23. Term. Upon its execution and delivery this Agreement shall be and become in full force and effect as of the Effective Date, and shall continue in full force and effect through final acceptance of the Work and payment in full to the Contractor of the lower of the Work Costs or the Guaranteed Maximum Price, unless earlier terminated as provided herein. The Contractor shall obtain substantial completion of the Work within the time set forth in the GMP Proposal approved by the City, such time to begin within ten calendar days after issuance of the Notice to Proceed, and final approval and acceptance of the Work by the City within thirty days after Substantial Completion. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed shall be in writing.

Section 24. Liquidated Damages. If the Contractor should neglect, fail, or refuse to either substantially complete, or finally complete and obtain City acceptance of the Work, within the time herein specified, or any proper extension granted by the Governing Body, then the Contractor does agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of up to Five Hundred and no/100 DOLLARS ($500.00) for each and every calendar day that the Contractor is in default after the time stipulated for Substantial Completion and up to Two Hundred and no/100 DOLLARS ($200) per day for Final Completion, not as a penalty but as liquidated damages for the breach of this Agreement. It is specifically understood that liquidated damages may be imposed for any failure to meet either or both of the deadlines for Substantial Completion or Final Completion. The Contractor and the City waive claims against each other for consequential damages arising out of or relating to this contract.

Section 25. Tax Exempt Status. The City shall provide the Contractor with all necessary certificates (exemption, resale or otherwise) for sales tax exemption, and shall cooperate with the Contractor in such regard. The Parties agree, based on the City's exempt status under *§151.309, Texas Tax Code*, that this Agreement and the Subcontracts are separated contracts with separately stated prices and invoices for (i) materials to be incorporated into the Work and (ii) skill, labor and services for the development of the Work as specified in the Work Costs Schedule annexed hereto.

Section 26. Warranty. (a) <u>One Year Warranty</u>. The Contractor shall warranty all Work whether performed by the Contractor or a Subcontractor. The Contractor may require Subcontractors provide a warranty or bond to the Contractor. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

> The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.

(b) <u>Defective Work</u>. All work not conforming to these requirements, including but not

limited to unapproved substitutions, may be considered defective.

(c) Rights Not Waived. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

(d) Greater Warranty Term. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

(e) Warranty Covered by Bonds. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement. The Final Completion and acceptance of the Work shall be subject to this Section and the one year warranty. Excluding abandonment or default by the Contractor prior to Final Completion, the statute of limitations provided in *Sec. 2253.078, Tex. Gov't. Code*, shall not begin to run until the expiration of the one year warranty period.

(f) Defective Work Discovered During Warranty Period. If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

(g) Warranty Work. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

(h) Notice to Surety. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City may is hereby authorized to make the corrections or adjustments, notify the surety, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor.

(i) Cost of Warranty Work. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

(j) Warranty of Repair Work. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the Work, whether or not a warranty is specified in the individual

section of the Contract Documents that prescribe that particular aspect of the work.

Section 27. Surety; Abandonment or Termination. (a) Completing Work. If the Contractor has abandoned the Project or the City has terminated the Agreement for cause and the Surety, after notice demanding completion is sent, fails to commence the completion of the work in a timely manner and compliance with this Agreement, then the City at its option may provide for completion of the work in either of the following manners:

(i.) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

(ii.) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and the surety shall be and remain bound therefore. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

(iii.) In addition to, or in lieu of, either of the foregoing options the City may take any other action permitted by law, or pursue any and all remedies available at law or in equity against the Contractor and/or the Surety.

(b) Release. In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

(c) Reservation of Rights Under Bonds. If a performance and a payment bond has been provided for this Agreement, such bonds shall be and remain in full force and effect as provided by law and the City may act to enforce or require performance by the Surety. If the Contractor abandons the work, is terminated for cause, or fails to comply with the warranty during the warranty period, and the Surety does not agree to promptly proceed to complete the work, no term, provision or condition of this Agreement, no action by the City to protect the work, or the City's investment in the work, or to complete the work, or to obtain any remedy against the Contractor, shall be or constitute a waiver of any right or cause of action under the bonds.

Section 28. Compliance With Law. (a) Materials. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of

inspectors appointed by proper authorities having jurisdiction.

(b) Codes, Rules and Regulations. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail. It is understood that the Architect of record is responsible for Building Code compliance of the plans and specifications. The Contractor will review the plans and specifications and will point out issues that it becomes aware of for the Architect and Owner's action.

(c) Erosion Control. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Work and warranty term.

Section 29. Safety Precautions. (a) Contractor Responsibility. Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Leander Fire Department. The Contractor shall, at minimum, comply with all laws, rules and regulations, and recognized and accepted industry practices, applicable to safety precautions, notices and warnings.

(b) Notices and Warnings. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

(c) Damages. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense. It is specifically provided however that nothing in this Section shall be construed or interpreted as waiving any legal defense available to the Contractor, or creating any additional causes of action or additional rights on behalf of any third party.

Section 30. Limited Liability. Save and except to the extent of funds on deposit and available in the Work Account, the City shall not be liable for the amounts payable hereunder or under other contracts entered into to achieve the acquisition and construction of the Work. The City's responsibility shall be limited to approving the Plans and Specifications, providing general oversight for the Work by communication with the Contractor, and acting in a timely manner to consent to and approve Payment Requisition Certificates as appropriate and justified for the release of funds from the Work Account.

Section 31. Indemnity. (a) General. To the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, except liability excluded by Section 31(c) of this Agreement, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided that any such claim, loss, damage, cause of action, suit, or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Work. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the City, any other party indemnified hereunder, the Contractor, or a third party.

(b) Specific Instances. The indemnifications contained in Section 31 shall include but not be limited to the following specific instances:

(i) In the event the City is damaged due to the act, omission, mistake, fault, or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.

(ii) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

(iii) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.

(iv) The Contractor shall also be responsible for the removal of all related debris.

(v) The Contractor shall also be responsible for subcontractors hired by it.

(vi) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

(c) Limitation of Indemnity to Architect. The obligations of the Contractor under this Section 31 shall NOT require the Contractor to indemnify or hold harmless a registered architect, licensed engineer or an agent, servant, or employee of a registered architect or licensed engineer from liability for damage that: (i) is caused by or results from: (A) defects in plans, designs, or specifications prepared, approved, or used by the architect or engineer; or (B) negligence of the architect or engineer in the rendition or conduct of professional duties called for or arising out of this Agreement and the plans, designs, or specifications that are a part of this Contract; or (ii) that arises or results from, or is caused by, actions or a failure to act by any person other than the Contractor or the employees, agents, officers, subcontractors, or materials suppliers of the Contractor.

Section 32. Release. The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, attorneys, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Work, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City.

Section 33. Abandonment. (a) Notice to Surety. In case the Contractor should abandon or fail or refuse to resume work after written notification or if the Contractor fails to comply with the orders of City's Representative when such orders are consistent with this Agreement, and the City Representative declares the work to be abandoned, then the surety on the bond shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.

(b) Notice of Abandonment. After receiving notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials, or supplies then on the job; but the same may be held for use on the work by the City or the surety of the Contractor, or any other Contractor, in completion of the work. The Contractor shall not receive any rental or credit therefor (except when used in connection with extra work where credit shall be allowed as provided in this Agreement). If the use of such equipment and materials will ultimately reduce the cost to complete the work, that reduction shall be reflected in the final settlement.

(c) Deemed Abandonment. The Work may, in the sole discretion of the City, be deemed abandoned, if, after commencement of the Work, the Contractor fails to have workmen on the site for ten (10) consecutive days. Any days that the City Representative determines should not be a work day solely because of weather conditions shall not be counted as days. The work shall not be deemed to be abandoned until the first to occur of the following: written notice of abandonment is given by the Contractor to the City; the City gives the Contractor written notice that the Contractor has, pursuant to the terms of this Agreement, abandoned the work; or, if applicable, the City receives written notice that the Contractor has filed for bankruptcy.

Section 34. Breach of Contract & Damages. (a) Breach. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

(b) Cure and Remedy. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

(i.) If the Contractor shall fail to remedy any default, or if such default cannot be promptly cured to commence curing such default and pursue such cure in a prompt and timely manner, after written notice thereof from City's Representative, as City's Representative shall direct; or

(ii.) If the Contractor shall fail to comply with the terms and provisions of this Agreement for any reason, other than the failure by City's Representative to make payments called upon when due; or

(iii.) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

Section 35. Termination for Cause. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

(a) Insolvency. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

(b) Receivership. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

(c) Failure to Prosecute Work. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

(d) Failure to Cure. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, or if such default cannot be remedied within that time the Contractor fails to commence cure and to pursue and obtain cure in a prompt and timely fashion, as City's Representative shall direct; or

(e) Continuing Failure to Comply. If the Contractor shall after notice fail to comply with the requirements of this Agreement on a continuing or repeated basis for any reason, other than the failure by City's Representative to make payments called upon when due; or

(f) Substantial Default. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

Section 36. Termination for Convenience. (a) Notice of Termination. The performance of the

Preconstruction Services Phase or the Construction Phase may be terminated at any time or, from time to time, in whole or in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Preconstruction Services and/or the Construction Phase are terminated, and the date upon which termination becomes effective.

(b) Payment of Incurred Costs. In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further payments not previously earned by the Contractor hereunder except as provided in Section 36 (c) below, and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fee paid.

(c) Overhead and Profit. It is recognized that a portion of the Contractor's overhead, set-up, mobilization and profits will be recovered in each progress payment. In the event of termination for convenience and a resolution of the amount, if any, due the Contractor under 36 (b) above to cover the actual expenses and remaining actual liability (excluding costs referred to in Section 36 (d) below) incurred by the Contractor under this Agreement, the Contractor shall be paid an amount to cover overhead, lost profits, set-up and move in costs, equal to three percent (3%) of the total agreed value of the work remaining to be completed upon issuance of the notice of termination; provided that the Work is at least fifty percent (50%) complete. The Contractor shall execute and deliver to the City a full and complete release upon payment of such amount.

(d) Subcontractors and Materials Suppliers. The Contractor shall contract with its subcontractors and materials suppliers in a manner to give effect to this Section 36 and the right of the City to terminate for convenience without any liability to such subcontractors or materials suppliers.

Section 37. Right to Complete. If this Agreement is terminated for cause or due to breach of contract, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor will reimburse City's Representative for all costs incurred by the City (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

Section 38. Close Out After For Cause Termination. In the event of termination for cause, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice, less costs and damages to the City, and shall not be entitled to receive any further payments hereunder, and shall be further subject to any claim the City may have against the

Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fees paid. Costs incurred after the effective date of the notice of termination shall not be treated as reimbursable costs unless they relate to carrying out the unterminated portion or taking closeout measures.

Section 39. Other Terms. (a) Assignment. This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

(b) Invalidity. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

(c) Appropriations. Notwithstanding any provision contained herein, the financial obligations of the City contained herein shall be paid from current funds budgeted and appropriated for such purpose. In no event shall this instrument be construed to be a debt of the City.

(d) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by first-class mail, postage prepaid, addressed to:

Contractor
Swinerton Builders
5707 Southwest Parkway, Building One, Suite 200
Austin, TX 78735

ATTN: __Kim Williams_____

City of Leander, Texas
Attention: City Manager
P.O. Box 319
Leander, TX 78646-0319

(e) No Joint Venture, Agency, Joint Enterprise. This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the Parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

(f) No Third Party Beneficiaries. Nothing herein shall ever be construed to confer upon any third person any rights, benefits or remedies, contractual or otherwise, as a third party beneficiary by reason of this Agreement.

(g) Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees. Neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

(h) Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(i) Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

(j) Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

(k) Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

(l) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, and shall be deemed payable and performable in Williamson County, Texas. Venue shall lie in a court of competent jurisdiction in Williamson County, Texas.

(m) Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

(n) Severability. If any term or provision of any this Agreement shall be determined to be illegal or unenforceable all other terms and provisions of this Agreement shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement may be separately executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to constitute one and the same Agreement.

Executed on this the ___ day of _____ 20__, and in full force and effect as of the date above first written.

City of Leander, Texas	**Swinerton Builders,** **a California corporation**
By: _____	By: _____
Name: Christopher Fielder, Mayor	Name: _____
Attest:	**Attest:**
By: _____	By: _____
Name: Debbie Haile, City Secretary	Name:
[Seal]	Title:

EXHIBIT "A"
ADDENDUM TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
FOR PAT BRYSON MUNICIPAL HALL RENOVATION
CITY OF LEANDER, TEXAS

This Addendum to the Construction Manager at Risk Agreement for Pat Bryson Municipal Hall Renovation (the "Addendum") is made and entered into as of the ___ day of _____, 20____ (the "Effective Date") by and between the **CITY OF LEANDER, TEXAS**, a Texas home rule municipal corporation (the "City"), and **_____,** a Texas corporation (the "Contractor"). The City and the Contractor are sometimes referred to herein as the "Parties."

Recitals

Whereas, on or about _____, 20___, the City and Contractor executed the Construction Manager at Risk Agreement for Pat Bryson Municipal Hall Renovation (the "Agreement");

Whereas, pursuant to the Agreement, Contractor has submitted to the City a Guaranteed Maximum Price proposal (the "GMP Proposal");

Whereas, the City wishes to accept the GMP Proposal;

NOW, THEREFORE, in consideration of the mutual promises contained herein along with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto agree as follows:

Section 1. Guaranteed Maximum Price. Contractor hereby agrees to commence and complete the following Work: **Pat Bryson Municipal Hall Renovation,** as more particularly defined by and in compliance with the Agreement, the Plans and Specifications, and the Contract Documents. The City agrees to pay Contractor for the satisfactory performance of the Work an amount not to exceed _____ *(amount expressed in numerals)* (_____), *(amount expressed in words)*, the **Guaranteed Maximum Price,** the total amount of Work Costs, unless the Government Body first appropriates additional funds required for the change order, authorizes the change order, and the change order is executed in the form approved by the Governing Body.

Section 2. Time for Completion. Contractor hereby agrees to commence Work within ten (10) calendar days following the date contained in the Notice to Proceed issued by the City, and Contractor hereby agrees to substantially complete same within _____ calendar days after the date contained in the Notice to Proceed. Final Completion shall be within forty-five (45) days of Substantial Completion. Contractor acknowledges and understands that Contractor will not have access to the premises where the Work is located on the weekends.

Section 3. Payment and Performance Bonds. (a) The Contractor shall provide or cause to be provided a Performance Bond and a Payment Bond, pursuant to CHAPTER 2253, TEX. GOV'T CODE, each in the amount of the Guaranteed Maximum Price (the "P&P Bonds") within ten calendar days following the City's acceptance of the GMP Proposal. The P&P Bonds shall name the City as beneficiary and be issued by a surety or sureties licensed to do business in the State of Texas and acceptable to the City, and shall otherwise comply with applicable terms of the Agreement. The P&P Bonds shall be submitted to the City prior to commencement of the Work.

(b) Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the City, and on the City's form. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.

(c) Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

(d) Each bond with a penal sum in excess of $100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

Section 4. Contract Documents. **[**This Section is reserved to identify additional documents that will be included in the definition of Contract Documents and their priority.]

Section 5. General Provisions. (a) Definition. The definitions set forth in the Agreement shall apply herein.

(b) Amendment of Agreement and Addendum. The Agreement and Addendum may be amended at any time by mutual written consent of the City and the Contractor. This Addendum shall expire and terminate as provided in the Agreement. The terms of this Addendum are in addition to and not in lieu of any term of the Agreement.

(c) Effective Date. This Addendum shall be effective upon the complete execution hereof by all Parties.

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

IN WITNESS WHEREOF, both parties have caused this Addendum to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated below.

City of Leander, Texas

By: _____
_____, Mayor

_____, Contractor

By: _____
Name:_____
Title: _____

ATTEST:

By: _____
_____, City Secretary

EXHIBIT "B"
PREVAILING WAGE RATES

EXHIBIT "C"
PROGRESS PAYMENT REQUISITION CERTIFICATE
FOR THE CONSTRUCTION PHASE – PAT BRYSON MUNICIPAL HALL RENOVATION

TO: **City of Leander, Texas**
% _____, City Representative ("Owner")

FROM: _____ ("Contractor")

SUBJECT: Construction Manager at Risk Agreement for Pat Bryson Municipal Hall Renovation dated as of the ___ day of _____ 20____, between _____, a Texas corporation (the "Contractor") and the City of Leander, Texas, a Texas home rule city (the "Agreement"), for the construction management for Pat Bryson Municipal Hall Renovation as described in the Agreement (the "Work").

Capitalized words not defined herein shall have the meaning given in the Agreement.

This represents Requisition Certificate No. ___ in the total amount of $_____ for payment of those Costs of the Work detailed in the attached documentation and payment instructions. *The documentation attached shows as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the preceding month. The documentation also includes the value of all equipment and materials not previously submitted for payment which have been delivered to the site or stored off-site pursuant to the Agreement, but have not yet been incorporated into the work. The Contractor's architect/engineer, by its signature below, represents that the documentation accurately shows the percentage of the Work completed.*

(Attach AIA Document G703 Continuation Sheet for Schedule of Values)

The undersigned Contractor certifies that:

1. All of the costs and expenditures for which moneys are requested hereby represent proper Costs of the Work, have not been included in a previous Progress Payment Requisition Certificate and such Costs of the Work are properly owing and payable based on the percentage of the Work completed.

2. The moneys requested hereby are not greater than those necessary to meet obligations due and payable for fees, funds or expenses actually expended for Costs of the Work, and are properly payable as a progress payment based on the percentage of the Work completed. The moneys requested do not include moneys that are not due and payable based on the progress and percentage of completion of the Work.

3. After payment of moneys hereby requested, there will remain available a sufficient amount of the Guaranteed Maximum Price and Work Costs, as defined in the Agreement, to complete the construction of the Work.

4. All work for which Payment Requisition Certificates have been previously issued and payment

EXHIBIT "C"
PROGRESS PAYMENT REQUISITION CERTIFICATE
FOR THE CONSTRUCTION PHASE

received is free and clear of any liens, claims, security interests or encumbrances of any kind, and all sums received pursuant to this application will be applied so as to assure that no liens, security interest or encumbrances attach to the work to which this application applies.

5. All subcontractors, labor, equipment and materials suppliers for the Work have been paid.

The undersigned Contractor and its representatives represent and agree that the above statements are, to the best of their knowledge are true and correct.

EXECUTED this _____ day of _____, 20__.

[Contractor]

By: _____
Name:
Title:

Reviewed and recommended for payment pursuant to the terms of the Agreement:

By: _____
Name:
Title: Architect

Approved for payment this the _____ day of _____ 20__.

City of Leander

By: _____
Name: _____
Title: City Representative

EXHIBIT "D"

Final Affidavit of Bills Paid

TO: **City of Leander, Texas**
% _____, City Representative ("Owner")

FROM: _____ ("Contractor")

SUBJECT: _____ (*insert name of project/work*)

Capitalized words not defined herein shall have the meaning given in the Agreement.

The undersigned Contractor certifies that:

1. The Project/Work is Finally Complete in accordance with the Agreement and I request that the City accept the Project/Work as Finally Complete.

2. All bills for labor, materials, and incidentals submitted by subcontractors, materialmen or third parties and included in any prior application for payment have been paid in full.

3. The Project/Work is free and clear of any liens, claims, security interests or encumbrances of any kind.

4. Any claims from manufacturers, materialmen, and subcontractors have been released, and there are no claims pending related to the Project/Work of which the Contractor has been notified.

EXECUTED this _____ day of _____, 200__.

[Contractor]

By: _____
Name:
Title:

THE 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 _____, Contractor herein, known to me to be the

person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he 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 200__.

(SEAL)

_____

Notary Public-State of Texas

EXHIBIT "E"
CERTIFICATES OF INSURANCE

Rate Type	Occup. #	Summary	Occupational Title
Hourly	**47-0000**	**Major**	**Construction and Extraction Occupations**
Hourly	47-1011	Detail	Supervisors of Construction and Extraction Workers
Hourly	47-2011	Detail	Boilermakers
Hourly	47-2021	Detail	Brickmasons and Blockmasons
Hourly	47-2031	Detail	Carpenters
Hourly	47-2041	Detail	Carpet Installers
Hourly	47-2044	Detail	Tile and Marble Setters
Hourly	47-2051	Detail	Cement Masons and Concrete Finishers
Hourly	47-2061	Detail	Construction Laborers
Hourly	47-2071	Detail	Paving, Surfacing, and Tamping Equipment Operators
Hourly	47-2073	Detail	Operating Engineers and Other Construction Equipment Operators
Hourly	47-2081	Detail	Drywall and Ceiling Tile Installers
Hourly	47-2111	Detail	Electricians
Hourly	47-2121	Detail	Glaziers
Hourly	47-2131	Detail	Insulation Workers, Floor, Ceiling, and Wall
Hourly	47-2132	Detail	Insulation Workers, Mechanical
Hourly	47-2141	Detail	Painters, Construction and Maintenance
Hourly	47-2151	Detail	Pipelayers
Hourly	47-2152	Detail	Plumbers, Pipefitters, and Steamfitters
Hourly	47-2171	Detail	Reinforcing Iron and Rebar Workers
Hourly	47-2181	Detail	Roofers
Hourly	47-2211	Detail	Sheet Metal Workers
Hourly	47-2221	Detail	Structural Iron and Steel Workers
Hourly	47-3012	Detail	Helpers--Carpenters
Hourly	47-3013	Detail	Helpers--Electricians
Hourly	47-3014	Detail	Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons
Hourly	47-3015	Detail	Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters
Hourly	47-3019	Detail	Helpers, Construction Trades, All Other
Hourly	47-4011	Detail	Construction and Building Inspectors
Hourly	47-4021	Detail	Elevator Installers and Repairers
Hourly	47-4041	Detail	Hazardous Materials Removal Workers
Hourly	47-4051	Detail	Highway Maintenance Workers
Hourly	47-4099	Detail	Construction and Related Workers, All Other
Hourly	47-5011	Detail	Derrick Operators, Oil and Gas
Hourly	47-5013	Detail	Service Unit Operators, Oil, Gas, and Mining
Hourly	47-5021	Detail	Earth Drillers, Except Oil and Gas
Hourly	47-5042	Detail	Mine Cutting and Channeling Machine Operators
Hourly	47-5051	Detail	Rock Splitters, Quarry
Hourly	47-5071	Detail	Roustabouts, Oil and Gas
Hourly	47-5081	Detail	Helpers--Extraction Workers

Estimated Empl.	Entry Wage	Mean Wage	Experienced Wage
34,060	**11.45**	**18.15**	**21.50**
3,410	18.14	28.59	33.81
50	19.36	27.61	31.74
120	16.78	19.29	20.54
2,430	13.59	18.19	20.48
-	9.99	15.67	18.51
-	9.42	15.17	18.05
1,540	11.31	13.86	15.14
6,950	9.86	12.39	13.65
460	11.10	15.37	17.50
2,100	12.69	15.97	17.61
720	12.11	15.73	17.54
2,930	16.60	22.44	25.36
650	14.60	17.54	19.00
-	12.57	16.39	18.30
140	14.17	18.54	20.72
1,330	9.70	13.02	14.69
620	12.26	15.67	17.37
2,680	14.93	23.46	27.72
280	12.58	16.92	19.09
730	11.16	15.43	17.56
940	13.52	20.82	24.47
420	15.24	18.18	19.65
40	10.81	14.49	16.33
740	9.96	13.83	15.76
20	10.07	12.28	13.39
490	9.73	13.07	14.74
-	9.65	12.26	13.56
650	21.03	27.22	30.31
190	21.12	31.85	37.21
-	13.78	16.38	17.68
580	12.24	17.22	19.71
130	12.69	16.85	18.93
170	11.64	15.83	17.93
260	12.36	21.77	26.48
50	16.29	26.82	32.09
-	10.73	16.08	18.75
30	9.87	11.69	12.61
210	10.93	17.62	20.97
-	9.31	16.60	20.24

Bid Info: City of Leander — **Construction Manager at Risk for Pat Bryson Renovation**

Solicitation No. #S16-005 — **Opening: 12/08/2015**

EVALUATION CRITERIA	Max Points	Peal and Associates, Inc.	Braun and Butler Construction C	Braun and Butler Construction D	Lott Bros Construction Company	Swinerton Builders	American Constructors
Respondent Attended Mandatory Pre-Bid Meeting	**Y/N**	Yes	Yes	Yes	Yes	Yes	Yes
Proposed Fee (Calculated Using $2.25 Million Project Construction Estimate)	**20**	**8**	**12**	**14**	**10**	**20**	**14**
Part A: Pre-Construction Fee		$36,000.00	$2,850.00	$2,850.00	$13,200.00	$0.00	$12,000.00
ONE TIME FEE		**$36,000.00**	**$2,850.00**	**$2,850.00**	**$13,200.00**	**$0.00**	**$12,000.00**
Part B: Construction Management Fee		$90,000.00	$90,000.00	$90,000.00	$168,750.00	$67,500.00	$85,500.00
Part C: Performance and Payment Bond Fee		$56,250.00	$26,100.00	$26,100.00	$26,437.50	$15,300.00	$27,000.00
ONE TIME FEE		**$146,250.00**	**$116,100.00**	**$116,100.00**	**$195,187.50**	**$82,800.00**	**$112,500.00**
Part D: General Conditions Monthly Expense		$42,800.00	$25,337.00	$25,337.00	$22,500.00	$25,561.45	$22,400.00
Estimated Months to Completion		6	7	5	6	3.72	6
GENERAL CONDITIONS TOTAL PROJECT EXPENSE		**$256,800.00**	**$177,359.00**	**$126,685.00**	**$135,000.00**	**$95,088.59**	**$134,400.00**
TOTAL ESTIMATED FEE		**$439,050.00**	**$296,309.00**	**$245,635.00**	**$343,387.50**	**$177,888.59**	**$258,900.00**
Project team experience and qualifications	**30**	**10**	**25**	**25**	**26**	**27**	**29**
Respondent qualifications meet City's needs; work experience on similar projects; certification(s) and licensure in place;		Founded 2015. 14 employees with 6 to 25 tradesmen as needed.	Acceptable qualifiations and experience. Mixture of municipal and church projects. Founded 1982. Smaller staff of 7 professional staff and 9 tradesmen.	Acceptable qualifiations and experience. Mixture of municipal and church projects. Founded 1982. Smaller staff of 7 professional staff and 9 tradesmen.	Acceptable qualifications, staff resources and experience. Founded 1988. 34 full time employees. States 100% of revenue derived from CMR projects.	Acceptable qualifications, staff resources and experience. Founded 1888. 965 professionals and staff.	Acceptable qualifications, staff resources and experience. Founded 1982. 56 professional staff and 41 tradesmen.
Project Close-Out Checklist		No closeout checklist provided.	Adequate close-out checklist.	Adequate close-out checklist.	Vague closeout checklist.	Exceptional closeout checklist.	Exceptional closeout checklist.
Warranty Program		Vague warranty adminstration process.	Excellent warranty administratiion plan.	Excellent warranty administratiion plan.	Excellent warranty administratiion plan.	Adequate warranty adminstration plan.	Good warranty administration plan. Active inspections performed after move-in for duration of warranty period.
Industry Awards		Limited industry recognition.	Exceptional industry recognition.	Exceptional industry recognition.	Some industry recognition.	Some industry recognition.	Exceptional industry recognition.
Litigation		None pending or filed.	One ongoing suit filed 2011.	One ongoing suit filed 2011.	Two ongoing suits.	Three ongoing suits.	None pending or filed.
Payment and Performance Bond Surety		No letter provided.	Acceptable	Acceptable	Acceptable	Acceptable	Acceptable
Proposed approach and timeline	**20**	**15**	**15**	**15**	**17**	**20**	**17**
Cost estimating method, reporting, and delivery timeline		Adequate methodology and cost estimating but less detail overall. Acceptable delivery schedule.	Adequate methodology and cost estimating but less detail overall. Acceptable delivery schedule.	Adequate methodology and cost estimating but less detail overall. Acceptable delivery schedule.	Acceptable and detailed methodology on design input, cost estimating. Insight into target budget and post bid process and result. Delivery schedule of six months is acceptable.	Acceptable and detailed methodology on design input, cost estimating. Weekly and monthly updates to owner. Aggressive delivery timeline is appealing.	Acceptable and detailed methodology on design input, cost estimating. Delivery schedule of six months is acceptable.
Respondent's financial capability	**10**	**4**	**7**	**7**	**10**	**10**	**8**
Respondent's financial viability to run and complete project		Financials show marginal position. Financials show Southerner Construction Inc.	Audited financials acceptable but smaller position than other firms.	Audited financials acceptable but smaller position than other firms.	Audited financials acceptable.	Audited financials acceptable.	Audited financials acceptable but received Qualified Opinion.
Work samples and references	**20**	**5**	**15**	**15**	**18**	**19**	**17**
Work samples shown and reference check scores (15 for reference, and 5 for work product)		No photos submitted. Limited project detail. Budget information provided. Work samples are from previous work history not existing form. No response from references.	Limited photos and project detail provided of only two projects. Budget detail provided. See reference sheets for scores.	Limited photos and project detail provided of only two projects. Budget detail provided. See reference sheets for scores.	Acceptable photos and project detail provided. Budget detail and delivery date information provided. One occupied project showcased. See reference sheets for scores.	Acceptable photos and project detail provided. CMR renovation, and occupied projects showcased. Budget detail not provided. See reference sheets for scores.	Acceptable photos and project detail provided. Renovation projects showcased. Budget detail not provided. Note about late delivery. See reference sheets for scores.
TOTAL:	**100**	**42**	**74**	**76**	**81**	**96**	**85**
						AWARD	

AGENDA ITEM # 24

Executive Summary

January 21, 2016

Council Agenda Subject: Water Supply Update

Background: Recent rains in 2015 within the Lower Colorado River watershed have increased the combined water supply in both Lakes Travis and Buchanan from 767,185 acre-feet on May 1st to 1,756,039 acre-feet of combined storage as of December 31st for a combined storage of 87% full (89% full as of January 13th.) Combined Storage has increased approximately 8% since December 1st. The attached Leander Water Use Table and Graph compare recent water use in December 2015 to December 2014.

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

Financial Consideration: None

Recommendation: None

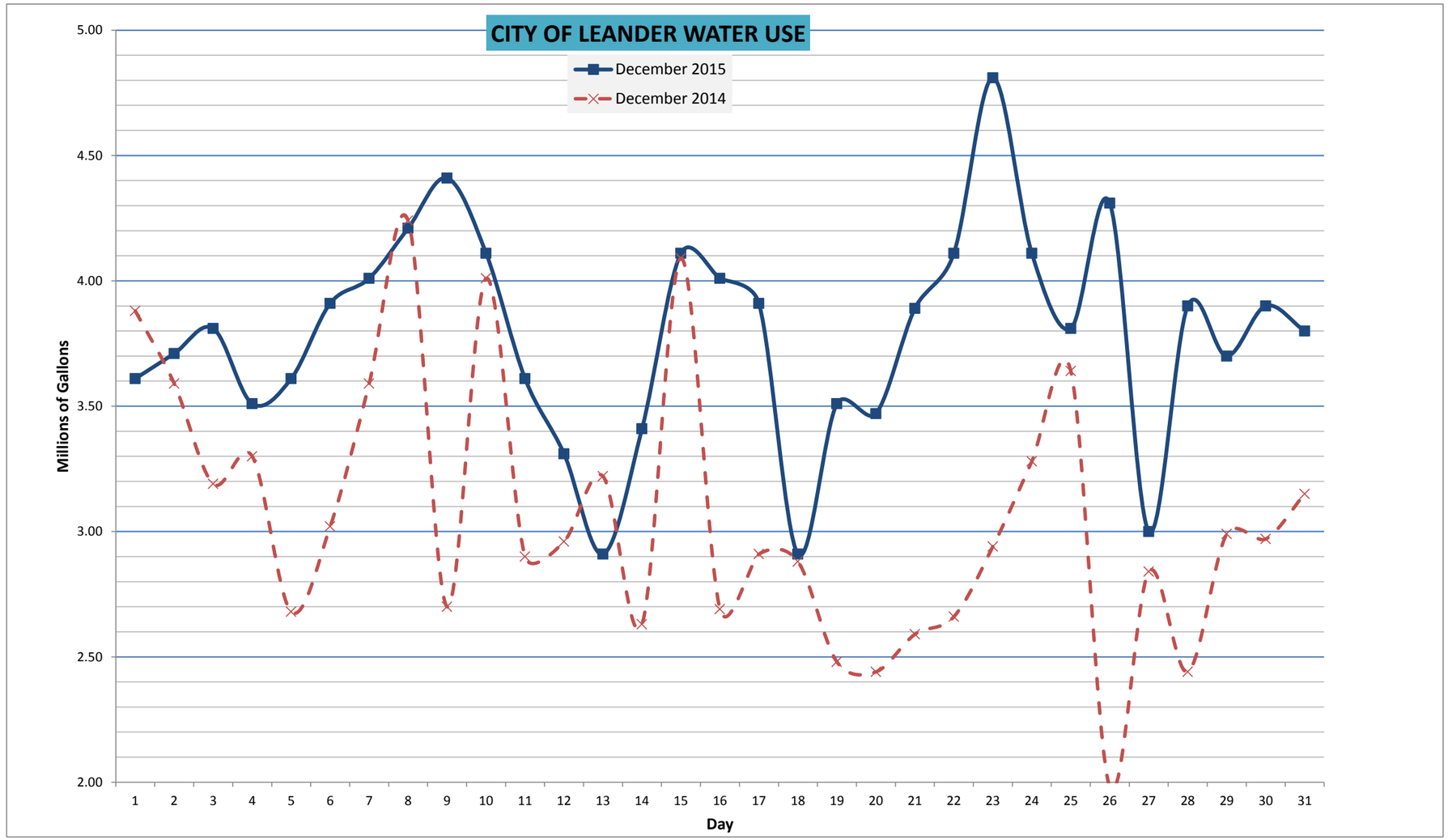
Attachments: City of Leander Water Use Table & Graph

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

City of Leander Water Use (MG)

	2015		2014
Day	November	December	December
1	4.10	3.61	3.88
2	4.42	3.71	3.59
3	4.31	3.81	3.19
4	**4.71**	**3.51**	3.30
5	4.01	3.61	2.68
6	4.40	3.91	3.02
7	3.61	4.01	3.59
8	3.81	4.21	**4.24**
9	4.01	4.41	2.70
10	4.31	4.11	4.01
11	4.21	3.61	2.90
12	4.61	3.31	2.96
13	4.01	2.91	3.22
14	3.01	3.41	2.63
15	3.81	4.11	4.09
16	3.01	4.01	2.69
17	4.01	3.91	2.91
18	4.11	*2.91*	2.88
19	4.61	3.51	2.48
20	3.61	3.47	2.44
21	4.51	3.89	2.59
22	3.41	4.11	2.66
23	4.11	**4.81**	2.94
24	4.41	4.11	3.28
25	4.21	3.81	3.64
26	3.81	4.31	*1.98*
27	3.51	3.00	2.84
28	3.41	3.90	2.44
29	3.91	3.70	2.99
30	3.51	3.90	2.97
31		3.80	3.15

	2015		2014
(MG)	November	December	December
Total	119.5	117.4	94.9
Average	4.05	3.79	3.12
Peak Day	4.71	4.81	4.24
Min. Day		*2.91*	*1.98*



Historical Water Use								
Year	2008	2009	2010	2011	2012	2013	2014	2015
Month/Day	8/8	8/3	8/7	8/13	8/9	5/7	9/10	8/12
Peak Day (MG)	**9.18**	**7.79**	**6.75**	**7.44**	**8.38**	**8.86**	**9.10**	**11.90**
Annual (MG)	1,359	1,171	1,160	1,535	1,380	1,404	1,512	*1,719*